## CITY COUNCIL REGULAR SESSION CITY OF LAKE CITY

May 01, 2023 at 6:00 PM Venue: City Hall

### **AGENDA**

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

### Pledge of Allegiance

**Invocation** - Mayor Stephen Witt

### Roll Call

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

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

### **Proclamations**

1. Municipal Clerks Week - April 30 - May 6, 2023

#### **Minutes**

- 2. April 11, 2023 Council Workshop
- 3. April 17, 2023 Regular Session

### **Approval of Agenda**

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

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to <a href="mailto:submissions@lcfla.com">submissions@lcfla.com</a> 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**

- 4. Approval of budgeted job descriptions for new positions approved during the FY 23 budget process. Procurement Analyst (replaces Procurement Coordinator) and Procurement Clerk-Full Time (replaces Procurement Clerk-Part Time.
  - Note: The new position job descriptions were not presented for approval during the budget process.
- 5. Approval to award Bid No. ITB-008-2023 Resurfacing Two Basketball Courts and One Tennis Court at Annie Mattox Park to Barber Tennis, LLC, the lowest bidder, for \$16,750.00.

**Presentations** - None

### **Old Business**

Ordinances - None

### Other Items

6. Discussion and Possible Action: Code Enforcement Lien Forgiveness for Randy Carter, Gulf Atlantic Pump & Dredge, on property located at 614 North Marion (Code Enforcement Officer Marshall Sova)

### **New Business**

Ordinances - None

### Resolutions

- 7. City Council Resolution No. 2023-047 A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Seven to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the resurfacing of SW Grandview Street; providing for a payment for the professional services at a cost not to exceed \$72,900.00; and providing an effective date.
- 8. City Council Resolution No. 2023-048 A resolution of the City Council of the City of Lake City, Florida, authorizing the execution and submission of the application for Federal Assistance for FY 2023 NP Entitlement Grant

Application - design; providing for a request for a grant award of up to \$165,000.00 in eligible costs associated with the South Airfield Drainage Study at the Lake City Gateway Airport; and providing an effective date.

- 9. City Council Resolution No. 2023-049 A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Ten to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for professional engineering services associated with the evaluation of modifying the Kicklighter Water Reclamation Facility to produce advanced waste treatment quality effluent and public access reuse; providing for a cost not-to-exceed \$48,000.00; and providing for an effective date.
- 10. City Council Resolution No. 2023-050 A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into a Lease Agreement with Med-Trans Corporation, leasing property located at the Lake City Gateway Airport consisting of the former Airport terminal building and the adjacent property; and authorizing the execution of the lease.
- 11. City Council Resolution No. 2023-052 A resolution of the City Council of the City of Lake City, Florida, amending Resolution 2023-029 and authorizing the execution of a Grant Agreement with the State of Florida, Department of Transportation, for the reimbursement of allowable costs associated with the design of Industrial Loop Road at the Lake City Gateway Airport for a cost not to exceed \$98,333.00.

### Other Items

 Discussion and Possible Action - Lake Shore Hospital Authority Parcels (Council Member Todd Sampson)

Supporting Documents:

- \* City Council Resolution No. 2020-013
- \* January 12, 2022 letter from Dale Williams, Executive Director of Lake Shore Hospital Authority
- \* Minutes July 5, 2022 (reference Item #4)
- 13. Discussion and Possible Action Co-locating Growth Management and Building related employees in new County building (Council Member Todd Sampson)

**Departmental Administration - None** 

**Comments by Council Members** 

Adjournment

### **YouTube Information**

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

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

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

### **File Attachments for Item:**

1. Municipal Clerks Week - April 30 - May 6, 2023

# Proclamation

# MUNICIPAL CLERKS WEEK APRIL 30<sup>th</sup> – MAY 6<sup>th</sup> 2023

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal services to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS,

Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of this Office of the Municipal Clerk.

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby recognize the week of April 30<sup>th</sup> through May 6<sup>th</sup>, 2023, as MUNICIPAL CLERKS WEEK and further extend appreciation to our Municipal Clerk, Audrey Sikes, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

7.0-0

Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this  $1^{st}$  day of May 2023.

Stephen M. Witt, Mayor

City of Lake City

### File Attachments for Item:

2. April 11, 2023 Council Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on April 11, 2023 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

### **ROLL CALL**

Mayor/Council Member Stephen M. Witt City Council Jake Hill, Jr.

C. Todd Sampson Chevella Young Ricky Jernigan Scott Walker Dee Johnson

City Attorney
Assistant City Manager
Sergeant-at-Arms

Sergeant-at-Arms Chief Gerald Butler

City Clerk Audrey Sikes

### ITEMS FOR DISCUSSION

1. Redistricting Proposal - Kurt Spitzer, KS&A Governmental Consultants

Mr. Spitzer gave a PowerPoint presentation on proposed redistricting for the City and went over Alternative 1 and Alternative 2 redistricting maps.

### PUBLIC PARTICIPATION - PERSONS WISHING TO ADDRESS COUNCIL

- Joshua Garner
- Sylvester Warren
- Glenel Bowden

Members discussed the two alternatives and concurred to move forward with Alternative 1. Ms. Sikes obtained a unanimous verbal confirmation to move forward with Alternative 1 from each member.

Mr. Sampson recommended adding annexations to the upcoming agenda for discussion and recommendations.

### **ADJOURNMENT**

All matters having been handled, the meeting adjourned at 6:40 PM on a motion made and duly seconded.

	Stephen M. Witt, Mayor/Council Member
Audrey Sikes, City Clerk	

### File Attachments for Item:

3. April 17, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on April 17, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

### PLEDGE OF ALLEGIANCE

INVOCATION – Vice Mayor Council Member Todd Sampson

### **ROLL CALL**

Mayor/Council Member Stephen M. Witt City Council Jake Hill, Jr.

> C. Todd Sampson Chevella Young Ricky Jernigan Todd Kennon Dee Johnson

City Attorney Assistant City Manager Sergeant-at-Arms

Chief Gerald Butler

City Clerk **Audrey Sikes** 

### PROCLAMATIONS - None

### **MINUTES**

1. April 5, 2023 Special Called Regular Session

> Mr. Sampson made a motion to approve the April 5, 2023 Special Called Regular Session minutes as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC PARTICIPATION - PERSONS WISHING TO ADDRESS COUNCIL

Josh Garner spoke before approval of agenda.

### APPROVAL OF AGENDA

Mayor Witt reported Item #2 was requested to be removed from the Consent Agenda for discussion. Mr. Hill made a motion to approve the agenda as amended. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC PARTICIPATION - PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren
- Vanessa George
- Alensha Fudge

- Kim Wilson
- Nathan Gambles
- Glenel Bowden
  - 2. City Council Resolution No. 2023-046 A resolution of the City Council of the City of Lake City, Florida, authorizing the termination of the Community Development Block Grant Cares (CDBG-CV) Subgrant Agreement with the Florida Department of Economic Opportunity to facilitate the rehabilitation of the existing Richardson Community Center; and providing an effective date.

Note: On March 6, 2023 the City Council voted to terminate the grant if it could not be modified. Please refer to item #3 in March 6, 2023 minutes.

Public Comment: Glenel Bowden; Glynnell Presley; Nola D.; Sylvester Warren

Members discussed grant uses. No motions were made.

### APPROVAL OF CONSENT AGENDA

2. City Council Resolution No. 2023-046 - A resolution of the City Council of the City of Lake City, Florida, authorizing the termination of the Community Development Block Grant Cares (CDBG-CV) Subgrant Agreement with the Florida Department of Economic Opportunity to facilitate the rehabilitation of the existing Richardson Community Center; and providing an effective date.

Note: On March 6, 2023 the City Council voted to terminate the grant if it could not be modified. Please refer to item #3 in March 6, 2023 minutes.

This was removed from the Consent Agenda per the motion on Approval of Agenda. This item was discussed after Public Participation – Persons Wishing to Address Council.

### **PRESENTATIONS**

3. Tom Geoffrey, Florida Gas Utility, PowerPoint Presentation on Discounted Natural Gas Supply.

Mr. Geoffrey went over the presentation on Discounted Natural Gas Supply.

### **OLD BUSINESS**

### **Ordinances**

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2244. City Council Ordinance No. 2023-2244 was read by title. Mayor Witt asked if anyone wanted to be

heard regarding City Council Ordinance No. 2023-2244. After hearing public comment from Glenel Bowden, Mayor Witt closed the public hearing.

4. City Council Ordinance No. 2023-2244 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 23-01, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2244 on final reading, pursuant to Petition No. ANX 23-01, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

### **NEW BUSINESS**

### **Ordinances**

5. Ordinance No. 2023-2248 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-03, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Medium Density (less than or equal to 8 dwelling units per acre) to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (The Pines at Forest Meadows LLC)

Note: 4-12-2023, petition received from Dale Ann Stadler, President Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

### PUBLIC COMMENT

- Shannon Davis spoke in opposition
- Joe Adkins spoke in opposition

- Sylvester Warren spoke in opposition
- David Mervica spoke in opposition
- Mark Ganstop spoke in support
- Rita Myers spoke in opposition
- Ms. Patel spoke in opposition
- Joshua Garner spoke in opposition

Mr. Hill made a motion to not approve City Council Ordinance No. 2023-2248 on first reading. Mr. Jernigan seconded the motion. Mr. Hill rescinded his motion and no motions were made approving City Council Ordinance No. 2023-2248 on first reading.

6. City Council Ordinance No. 2023-2249 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 23-03, by the property owner of said acreage; providing for rezoning from Residential, Office (RO) to Residential, Multiple Family-2 (RMF-2) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (The Pines at Forest Meadows LLC)

Note: 4-12-2023, petition received from Dale Ann Stadler, President Oak Meadow Plantation and Forest Plantation Owners Association, Inc.

No motions were made approving City Council Ordinance No. 2023-2249 on first reading.

### Resolutions

7. City Council Resolution No. 2023-031 - A resolution of the City Council of the City of Lake City, Florida, terminating the Interlocal Agreement between the City and Columbia County, Florida for the engagement of the County's Building Official to act as the City's Building Official.

Note: This resolution was tabled during the March 20, 2023 Regular Session Meeting.

Mr. Johnson reported this position was still being advertised for, as the one applicant withdrew. He stated the City would contract out to an engineering company if necessary.

No motions were made to remove City Council Resolution No. 2023-031 from the table, nor to approve it.

8. City Council Resolution No. 2023-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of utility work by highway contractor agreement with the State of Florida Department of Transportation for minor modifications to an existing project for a price not-to-exceed \$11,814.00; and providing for an effective date. Mr. Hill made a motion to approve City Council Resolution No. 2023-036, authorizing the execution of utility work by highway contractor agreement with the State of Florida Department of Transportation for minor modifications to an existing project for a price not-to-exceed \$11,814.00. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

9. City Council Resolution No. 2023-039 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Anderson Columbia Co., Inc., for the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A at a cost not to exceed \$543,099.05.

PUBLIC COMMENT: Sylvester Warren

Mr. Jernigan made a motion to approve City Council Resolution No. 2023-039, authorizing the execution of a contract with Anderson Columbia Co., Inc., for the milling and resurfacing of NE Patterson Avenue from W Duval Street to CR 100A at a cost not to exceed \$543,099.05. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

10. City Council Resolution No. 2023-040 - A resolution of the City Council of the City of Lake City, Florida, declaring certain Personal Property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the Fixed Assets of the City. Mr. Hill made a motion to approve City Council Resolution No. 2023-040, declaring certain Personal Property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions

and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the Fixed Assets of the City. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

11. City Council Resolution No. 2023-041 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date. (Directive 2023A) Mr. Sampson made a motion to approve City Council Resolution No. 2023-041, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic, and providing for the participation in a natural gas pre-pay transaction. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

12. City Council Resolution No. 2023-042 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date. (Directive 2023B) Mr. Sampson made a motion to approve City Council Resolution No. 2023-042, authorizing the execution of an Addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic, and providing for the participation in a natural gas pre-pay transaction. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

13. City Council Resolution No. 2023-044 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with

Benesch f/k/a Tindale-Oliver Design Group, LLC. for consulting services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2023 and Fiscal Year 2024, at a cost not-to-exceed \$32,875.00; and establishing an effective date. Mr. Sampson made a motion to approve City Council Resolution No. 2023-044, authorizing the execution of an agreement with Benesch f/k/a Tindale-Oliver Design Group, LLC. for consulting services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2023 and Fiscal Year 2024, at a cost not-to-exceed \$32,875.00. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

14. City Council Resolution No. 2023-045 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Six to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the repaving of SW Montgomery Avenue; providing for payment for the professional services at a cost not to exceed \$56,000.00; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to approve City Council Resolution No. 2023-045, authorizing the execution of Task Assignment Number Six to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the repaving of SW Montgomery Avenue, and providing for payment for the professional services at a cost not to exceed \$56,000.00. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

### Other Items

 Discussion and Possible Action - Schedule Council Workshop to retake Council Group Photo

Ms. Sikes requested to schedule the group photo once Mr. Dyal returned from leave.

### DEPARTMENTAL ADMINISTRATION - None

### COMMENTS BY COUNCIL MEMBERS

Mayor Witt reminded everyone about the Joint City/County Meeting on April 18, 2023 at 6:30 PM.

Mr. Hill thanked everyone in attendance.

Ms. Young spoke on transparency and professionalism within the City.

### **ADJOURNMENT**

All matters having been handled, the meeting adjourned at 7:30 PM on a motion made and duly seconded.

	Stephen M. Witt, Mayor/Council Member
Audrey Sikes, City Clerk	

### File Attachments for Item:

4. Approval of budgeted job descriptions for new positions approved during the FY 23 budget process. Procurement Analyst (replaces Procurement Coordinator) and Procurement Clerk-Full Time (replaces Procurement Clerk-Part Time.

Note: The new position job descriptions were not presented for approval during the budget process.

MEETING DATE	

### CITY OF LAKE CITY Report to Council

COUNCIL AGENDA		
SECTION		
TOTAL		
ITEM		
NO.		

**SUBJECT:** Approval of Job Descriptions

**DEPT / OFFICE:** Human Resources

Originator: Louann Black			
City Manager	Department Director	Date	
Paul Dyal	Human Resources	4/17/2023	
Recommended Action:			
A 1 . C1 - 1	41. O'4. (T.1. O'4		
Approval of budgeted new job descriptions for	the City of Lake City		
Summary Explanation & Background:			
City Council approved new job descriptions in	FY 2023 budget. Job		
descriptions are attached.			
N D I			
New Role			
Procurement Analyst - Replaces Procurement	Coordinator		
Procurement Clerk (Full Time) - Replaces Proc	curement Clerk (Part Time)		
Alternatives:			
Not Approve			
Source of Funds:			
Budget - 2023			
Budget 2020			
Financial Impact:			
New roles have been approved by Council for the 2023			
budget			
Exhibits Attached:			
Job Descriptions			

FY 2023 Budget General Fund 001

### CITY OF LAKE CITY

### **PROCUREMENT**

**Position Schedule** 

		FY 2023	FY 2022
ACCOUNT	POSITION	BUDGET	BUDGET
001.08.513			
	DIRECTOR OF PROCUREMENT	1	1
	PROCUREMENT ANALYST	1	0
	PROCUREMENT COORDINATOR	0	1
	PROCUREMENT SPECIALIST	1	1
	PT. PROCUREMENT CLERK	0	1
	PROCUREMENT CLERK	1	0
	TOTAL	4	4

## City of Lake City, FL Classification Description

Classification Title: PROCUREMENT ANALYST Pay Grade: 13

Department: PROCUREMENT FLSA Status: Non-Exempt

### **Nature of Work:**

Under supervised direction, performs professional work of advanced difficulty in the technical and administrative functions of the purchasing activities of the government, including purchasing and contract administration. This position is responsible for the procurement of construction, supplies and professional services that are to be conducted in accordance with applicable federal, state and local laws, ordinances, rules and regulations. Direction is received from the Director of Procurement.

### **Duties and Responsibilities:**

- This position is responsible for procuring or coordinating the procurement of architectural and engineering services, construction, and related supplies and services required by various departments in accordance with all applicable federal, state and local laws, policies and procedures.
- Prepare highly technical and complex specifications, contracts and solicitation documents, including all related research and value analysis.
- Prepare and analyze competitive sealed bids, competitive sealed proposals, requests for quotations and requests for statements of qualifications.
- Identify and notify potential sources.
- Conduct pre-bid and pre-proposal conferences.
- Coordinate and supervise activities of evaluation committees.
- Perform contract administration, including liaison between suppliers and departments, compliance with contract terms and conditions, compliance with grant requirements, processing of contract amendments, extensions and change orders. Analyze cost and price data from vendors. Preform contract audits when required.
- Review and execute contracts, purchase orders, change orders and other documents within delegated authority.
- Maintain the integrity of the public procurement process.
- Analyze current procurement activities and recommend improvements through more efficient procurement methods, e-procurement, privatization, quantity discounts,

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standardization, value analysis or cooperative purchasing.

- Provide guidance and assistance to other employees, as required.
- Research market sources and suppliers to locate and ensure most cost effective and competitive pricing for the purchase of supplies and services.
- Effectively communicate purchasing policies and procedures to all personnel and interpret said policies and procedures as necessary.
- Maintain individual workload statistics.
- Prepare and maintain accurate records and documentation on all solicitations, responses, purchases, contracts, correspondence and related follow-up.
- Provide departmental training of purchasing and p-card procedures.
- Perform other related duties

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

Minimum Qualifications: Associates Degree from an accredited College or University in Business or Public Administration, Purchasing, or closely related field preferred. Minimum of three (3) years progressively responsible experience in procurement. Related work experience can substitute on a year for year basis for formal education requirements. Applicant must possess a valid Florida Driver's License and pass a background check.

### **Knowledge, Skills and Abilities:**

- Considerable knowledge of business practices related to purchasing.
- Considerable knowledge of contract documents, solicitation methods and contract administration related to procurement
- Good knowledge of laws, policies and procedures governing public procurement.
- Good knowledge of contract law.
- Good knowledge of mathematics to perform computations and collect statistics for basic cost and price analysis.
- Good knowledge of infrastructure project delivery methods, including design-bid-build, design-build, construction manager-at-risk, and job order contracts.
- Some knowledge of cost accounting as it relates to price and cost analysis.
- Considerable skill in researching and preparing highly complex specifications, solicitations, and contract documents.
- Working skill in project management.
- Working skill with computers, including automated purchasing systems and common office software and productivity tools.
- Ability to read, interpret, explain and properly apply rules, regulations, laws,

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policies and procedures.

- Ability to develop effective and cooperative working relationships with other departments, employees, suppliers and other public agencies.
- Ability to use judgment and initiative in making recommendations and resolving problems that are highly complex and sensitive in nature.
- Ability to effectively communicate orally and in writing, including the ability to convey complex and technical subjects in a clear, concise and positive manner.
- Ability to establish schedules and to complete projects on a timely basis.
- Ability to successfully deal with all persons in a fair and equitable manner.
- Ability to make difficult decisions and recommend award of contracts impartially and objectively.
- Possess complete integrity and a high sense of personal and professional ethics.

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

Print Name	Date	
Signature		

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### City of Lake City, FL Classification Description

Classification Title: PROCUREMENT CLERK Pay Grade: 9

Department: PROCUREMENT FLSA Status: Non-Exempt

### **General Description**

This position involves technical work processing bids for materials, supplies and equipment, as well as office work of moderate difficulty, variety and specialization in the area of procurement. The Procurement Clerk works with outside consultants, vendors, contractors and end user departments and must have the ability to develop working relationships as well as a professional image. The Procurement Clerk must have the ability to analyze and appraise data related to procurement policies. Work is performed under the general supervision of the Director of Procurement.

### **Nature of Work**

### **Essential Functions:**

- Serves as receptionist in the department; answers telephone and gives information in response to inquiries, complaints, public record requests; maintains departmental accounts, records and statistical data.
- Prepares and assists in the preparation of bid documents, proposals, and quotes.
- Participates in bid evaluations and performs detailed analysis.
- Reviews and approves invoices as to compliance with procurement policies and procedures.
- Type's correspondence, accounting and statistical tables and miscellaneous materials prepared by Director of Procurement, enters and prepares data for distribution.
- Issues and receives vendor applications and maintains vendor data base.
- Receives and processes mail, files office correspondence and records, determines proper file
  designation and cross-reference to be used and sees that the proper distribution and disposition of
  notices, memoranda, directives, and related material is made.
- Assists in warehouse operation including, but not limited to, receiving deliveries, maintaining stock rooms and issuing supplies.
- Performs record disposition for department.
- Performs Fleet acceptance, licensing and tags.

Page 1 of 3 (09/14)

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

### KNOWLEDGE, SKILLS, AND ABILITIES

**Equipment:** Uses small office equipment, including copy machines or multi-line telephone systems, small/light equipment, pallet jack and forklift.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of standard office practices, procedures and equipment;
- Ability to learn and apply procurement practices, procedures and regulations;
- Ability to perform varied office, clerical and warehouse duties;
- Ability to keep records and prepare reports;
- Ability to operate work related equipment;
- Ability to communicate effectively, both orally and in writing; and
- Ability to work effectively with co-workers, vendors, and the general public.

<u>Minimum Qualifications:</u> Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years of clerical experience including data input. Must possess a valid Florida's Driver's License.

### **ESSENTIAL PHYSICAL SKILLS**

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- · Ability to access, input and retrieve information from a computer
- Ability to sit at a desk and view a display screen for extended periods of time
- Ability to lift 50 lbs.

#### **Environmental Conditions:**

 Work will be performed in an inside office environment, a warehouse environment and occasionally, in an outside environment.

Page 2 of 3 (09/14)

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

Page 3 of 3 (09/14)

### File Attachments for Item:

5. Approval to award Bid No. ITB-008-2023 Resurfacing - Two Basketball Courts and One Tennis Court at Annie Mattox Park to Barber Tennis, LLC, the lowest bidder, for \$16,750.00.

MEETING DATE	

### CITY OF LAKE CITY Report to Council

COUNCIL AGENDA		
SECTION		
ITEM		
NO.		

SUBJECT: Resurfacing of Two Basketball Courts and One Tennis Court @ Annie Mattox Park

**DEPT / OFFICE:** Non-Departmental

Originator: Brenda Karr		
City Manager	Department Director	Date
Paul Dyal		4/19/2023

### **Recommended Action:**

Request approval to accept lowest bid from ITB-008-2023 with Barber Tennis, LLC for the Resurfacing of Two Basketball Courts and One Tennis Court at Annie Mattox Park.

### Summary Explanation & Background:

We have 3 courts at Annie Mattox Park that are in budget to have resurfaced. ITB was posted on 3/20/23 -4/17/2023. Reference checks were done on lowest bidder (Barber Tennis, LLC) with great reviews.

### **Alternatives:**

Not accept bid.

### Source of Funds:

Budgeted in: 001.05.519-080.82

### Financial Impact:

16,750.00

### **Exhibits Attached:**

ITB-008-2023 Solicitation, bid Tabulation, Barber Tennis Proposal

# INVITATION TO BID ITB-008-2023

# RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

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

RELEASE DATE: March 20, 2023

DEADLINE FOR QUESTIONS: April 3, 2023

RESPONSE DEADLINE: April 17, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

# City of Lake City INVITATION TO BID

## RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

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

### Attachments:

- A 100\_3838
- B 100\_3840
- C 100\_3841
- D 100\_3842
- E 100\_3843
- F 100\_3844
- G 100\_3845

### 1. INTRODUCTION

### 1.1. Summary

#### **INVITATION TO BID**

ITB-008-2023

Sealed bids will be accepted by the City of Lake City, Florida until Monday, April 17, 2023 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

#### RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, April 3, 2023 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Paul Dyal

City Manager

### 1.2. <u>Contact Information</u>

#### **Brenda Karr**

Procurement Specialist 205 N Marion Ave Lake City, FL 32055

Email: <a href="mailto:karrb@lcfla.com">karrb@lcfla.com</a>
Phone: <a href="mailto:(386) 758-5407">(386) 758-5407</a>

### Department:

### Procurement

### 1.3. <u>Timeline</u>

Release Project Date	March 20, 2023
Question Submission Deadline	April 3, 2023, 4:00pm
Question Response Deadline	April 10, 2023, 4:00pm
Proposal Submission Deadline	April 17, 2023, 2:00pm

### 2. INSTRUCTION TO BIDDERS

### 2.1. Overview

The City of Lake City is accepting bids for The City of Lake City Florida is requesting bids for Resurfacing of Two Basketball Courts & One Tennis Court at Annie Mattox Park located at 901 NE Center Ave, Lake City, FL 32056.

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

### 2.2. Pre-Bid Meeting

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

### 2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov, no later than Monday, April 17, 2023 at 2:00 pm. Late proposals shall not be accepted.

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

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the <u>City's e-Procurement portal</u>, on or before, Monday, April 10, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

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

### 2.6. Contents of Solicitation and Bidders Responsibilities

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

### 3. SCOPE OF WORK AND RELATED REQUIREMENTS

### 3.1. General Scope of Work

The City of Lake City is seeking bids for Resurfacing of Two Basketball Courts & One Tennis Court at Annie Mattox Park located at: 901 NE Center Ave, Lake City, FL 32056.

### 3.2. Specifications

Prep - Scrape the court's surface of all dirt, debris and loose material.

Sanding -Machine sand the surface of courts as necessary to smooth and repair any uneven areas.

Bird baths -Apply outdoor court grade patching materials to all patch areas to bring each area flush with surrounding asphalt.

Patching - Using outdoor court grade patch compounds:

Leveling Course - Apply two coats of sand -acrylic resurface mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.

Texture and Finish Courses -Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's recommended coverage rates.

Finished colors - Two colors will be owner's choice of any manufacturer's standard colors.

Lines - Paint one (1) set of regulation two-inch-wide white playing lines on each court. Stripe according to regulation on each court.

Post- Sand and repaint net posts.

Net - Provide and install new net and center anchor strap. (Tennis Court)

Clean-up - Remove all excess materials and debris from the job after completion of the work.

### 3.3. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

### 3.4. Protection of Property/Property Conditions

A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.

- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

### 3.5. Safety

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

### 3.6. Employees

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

### 3.7. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

### 3.8. <u>Disposal of Waste</u>

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

### 3.9. Hours of Work

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

# 3.10. Warranty

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

### 4. GENERAL TERMS AND CONDITIONS

### 4.1. Definitions

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

# 4.2. Qualifications of Respondents

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

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

### 4.3. Award

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

### 4.4. Assignment

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

### 4.5. Basis for Bidding

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

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

### 4.6. Bidder Eligibility

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

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

### 4.7. <u>Cancellation of Solicitation</u>

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

# 4.8. Changing of Forms

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

### 4.9. Tax Exempt

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

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

### 4.10. Collusion Among Firms

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

### 4.11. Conflict of Interest

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

### 4.12. Conflicts within the Solicitation

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

### 4.13. Continuation of Work

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

### 4.14. Cost of Preparing Bid Response

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

### 4.15. Execution of Contract

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

### 4.16. <u>Interpretation of Contract Documents</u>

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

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

### 4.17. Liability

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

#### 4.18. Notice to Proceed

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

### 4.19. Price Bid

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

#### 4.20. Protests

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

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

### 4.21. Public Entity Crime

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

### 4.22. Public Record

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

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

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

### 4.23. Insurance

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

### 4.24. Indemnity

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

### 4.25. Liquidated Damages

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

### 4.26. Schedule

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

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

### 4.27. Special Conditions

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

### 4.28. Payment

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

### 4.29. <u>Or Equal</u>

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

### 4.30. Experience/References

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

# 4.31. Change Orders

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

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

### 4.32. Addendum

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

### 4.33. Required Documents

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

### 4.34. Employment Eligibility Verification (E-Verify)

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

# 4.35. Payment And Performance Bonds

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

### 4.36. Additional Information

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

# 5. PRICING PROPOSAL

### **RESURFACING-TWO BASKETBALL COURTS & ONE TENNIS COURT**

Line Item	Description	Unit of Measure	Total Cost	Comments
1	Resurfacing -Two Basketball Courts & 1 Tennis Court	\$		

### 6. VENDOR QUESTIONNAIRE

### 6.1. References\*

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

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

Company Name:
Address:
Business Phone #:
Contact Person:
Email:
Length of time services provided:

### 6.2. Title and Organization\*

Please provide your title and organization's name.

### 6.3. Local Office\*

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

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

### 6.5. Conflict of Interest Statement\*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-008-2023 described as RESURFACING TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

☐ None

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm \*Response required **Disputes Disclosure Form\*** 6.6. Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization. Select all that apply ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years? ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

#### \*Response required

### 6.7. Disputes Disclosure Form - Explanation\*

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

# 6.8. <u>Disputes Disclosure Form - Acknowledgement\*</u>

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

☐ Please confirm

\*Response required

### 6.9. Drug Free Workplace Certificate\*

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

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

<sup>\*</sup>Response required

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

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

☐ Please confirm

\*Response required

### 6.10. Non-Collusion Affidavit\*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
   ITB-008-2023, RESURFACING TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

\*Response required

# 6.11. E-Verify Affirmation Statement\*

ITB-008-2023-RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

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

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

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

☐ Please confirm

\*Response required

### 6.12. Bidder's Checklist\*

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

☐ Please confirm

\*Response required

### 6.13. Clarifications and Exceptions\*

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

\*Response required

# 6.14. <u>Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public</u> Entity Crimes

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

Please provide your FEIN number here.

\*Response required

### 6.14.2. Acknowledgments\*

- A. This sworn statement is submitted with ITB-008-2023.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any

other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

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

		c.
ΙIΡ	lease	confirm

### 6.14.3. Please indicate which statement applies.\*

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

#### Select all that apply

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

<sup>\*</sup>Response required

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to Jul 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))
☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
$\Box$ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)
*Response required

# 6.14.4. Required Documents

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

# 6.14.5. Describe Action Taken

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



### City of Lake City

# Procurement

# Brenda Karr, Procurement Specialist

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

### **EVALUATION TABULATION**

ITB No. ITB-008-2023

# RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

RESPONSE DEADLINE: April 17, 2023 at 2:00 pm Report Generated: Monday, April 24, 2023

### **SELECTED VENDOR TOTALS**

Vendor	Total
Barber Tennis, LLC	\$16,750.00
Tennis unlimited	\$30,000.00
Court Surfaces	\$34,842.00
SnG Pavement Marking Inc	\$37,262.00
Aldred Asphalt (AAA Asphalt & Cement LLC.)	\$37,735.00
Green Oak Court Solutions, LLC	\$44,600.00
SCSI, Southern Cleaning Service Inc	\$170,100.00

### RESURFACING-TWO BASKETBALL COURTS & ONE TENNIS COURT

Vendor	Total
Barber Tennis, LLC	\$16,750.00

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Tennis unlimited	\$30,000.00
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Green Oak Court Solutions, LLC	\$44,600.00
SCSI, Southern Cleaning Service Inc	\$170,100.00

# **VENDOR QUESTIONNAIRE PASS/FAIL**

Question Title	Aldred Asphalt (AAA Asphalt & Cement LLC.)	Barber Tennis, LLC	Court Surfaces	Green Oak Court Solutions, LLC	SCSI, Southern Cleaning Service Inc	SnG Pavement Marking Inc	Tennis unlimited
References	Pass		Pass	Pass	Pass	Pass	Pass
Title and Organization	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Local Office	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Conflict of Interest Statement	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	Aldred Asphalt (AAA Asphalt & Cement LLC.)	Barber Tennis, LLC	Court Surfaces	Green Oak Court Solutions, LLC	SCSI, Southern Cleaning Service Inc	SnG Pavement Marking Inc	Tennis unlimited
Disputes Disclosure Form	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form - Explanation		Pass	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form - Acknowledgement	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Non-Collusion Affidavit	Pass	Pass	Pass	Pass	Pass	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Bidder's Checklist	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Clarifications and Exceptions	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes							

### RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

Question Title	Aldred Asphalt (AAA Asphalt & Cement LLC.)	Barber Tennis, LLC	Court Surfaces	Green Oak Court Solutions, LLC	SCSI, Southern Cleaning Service Inc	SnG Pavement Marking Inc	Tennis unlimited
Federal Identification No. (FEID)	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Acknowledgments	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please indicate which statement applies.	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Required Documents	Pass	No Response	No Response	No Response	No Response	Pass	No Response
Describe Action Taken	No Response	No Response	No Response	No Response	No Response	Pass	No Response



### City of Lake City

# Procurement

### Karen Nelmes, CPPB, NIGP-CPP, Procurement Director 205 N. Marion Ave., Lake City, FL 32055

### PROPOSAL DOCUMENT REPORT

ITB No. ITB-008-2023

# RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

RESPONSE DEADLINE: April 17, 2023 at 2:00 pm Report Generated: Monday, April 24, 2023

# Barber Tennis, LLC Proposal

### **CONTACT INFORMATION**

Company:

Barber Tennis, LLC

Email:

barbertennisga@gmail.com

Contact:

Stephanie Barber

Address:

7310 US 301 Lot 32 Ellenton, FL 34222

Phone: N/A

....

Website:

Barbertennis.com

Submission Date:

Apr 16, 2023 11:01 PM

### ADDENDA CONFIRMATION

No addenda issued

### **QUESTIONNAIRE**

### 1. References\*

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

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

Company Name:	
Address:	
Business Phone #:	
Contact Person:	
Email:	
Length of time services provided:	

Company Name: Pierce County High School

Address: 834 East Main Street

Business Phone #: 912-449-2044

Contact Person: Harbin Farr

Email: harbinfarr@pierce.k12.ga.us

PROPOSAL DOCUMENT REPORT

Invitation to Bid - RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

Page 2

#### RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

Length of time services provided: We resurfaced all 8 of their courts twice now.

Company Name: Coffee County School System

Address: 1311 South Peterson Ave, Douglas, GA

Business Phone #: 912-389-6843

Contact Person: Steve Wight

Email: Steve.wight@coffee.k12.ga.us

Length of time services provided: We resurfaced 8 of their tennis courts.

Company Name: Statesboro Bullock County Parks & Recreation

Address: 1 Max Lockwood Dr, Statesboro, GA 30458

Business Phone #: 912-489-9076

Contact Person: Tony Morgan

Email: tmorgan@bullochrec.com

Length of time services provided: We have resurfaced multiple basketball and tennis courts for this county.

# 2. Title and Organization\*

Pass

Please provide your title and organization's name.

Stephanie Barber, owner

#### 3. Local Office\*

Pass

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

N/A

### 4. Principal Office\*

Pass

Please provide the city and state for your Principal Office.

Ellenton, FL

### 5. Conflict of Interest Statement\*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City ITB-008-2023 described as RESURFACING TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

- E. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

#### Confirmed

### 6. Disputes Disclosure Form\*

Pass

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

None

### 7. Disputes Disclosure Form - Explanation\*

Pass

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

N/A

### 8. Disputes Disclosure Form - Acknowledgement\*

Pass

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

Confirmed

### 9. Drug Free Workplace Certificate\*

Pass

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

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

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

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

Confirmed

#### 10. Non-Collusion Affidavit\*

Pass

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
  - ITB-008-2023, RESURFACING TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

#### Confirmed

### 11. E-Verify Affirmation Statement\*

Pass

ITB-008-2023-RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

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

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

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

Confirmed

### 12. Bidder's Checklist\*

Pass

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

Confirmed

### 13. Clarifications and Exceptions\*

Pass

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

A. We would suggest doing 3 coats of black/AR rather than 2 as specified. This will give a better finish.

#### RESURFACING - TWO BASKETBALL COURTS & ONE TENNIS COURT AT ANNIE MATTOX PARK

B. we require 50% deposit when job is awarded and remainder due at time of job completion.

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

FEDERAL IDENTIFICATION NO. (FEID)\*

Pass

Please provide your FEIN number here.

83-4151408

#### **ACKNOWLEDGMENTS\***

Pass

- A. This sworn statement is submitted with ITB-008-2023.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares

constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

#### Confirmed

#### PLEASE INDICATE WHICH STATEMENT APPLIES.\*

Pass

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

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

#### REQUIRED DOCUMENTS

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

No response submitted

#### **DESCRIBE ACTION TAKEN**

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

No response submitted

### **PRICE TABLES**

### **RESURFACING-TWO BASKETBALL COURTS & ONE TENNIS COURT**

Line Item	Description	Unit of Measure	Total Cost	Comments
1	Resurfacing -Two Basketball Courts & 1 Tennis Court	\$	\$16,750.00	

### File Attachments for Item:

6. Discussion and Possible Action: Code Enforcement Lien Forgiveness for Randy Carter, Gulf Atlantic Pump & Dredge, on property located at 614 North Marion (Code Enforcement Officer Marshall Sova)

Meeting Date

May 1, 2023

# City of Lake City Report to Council

AGENDA				
Section				
Item				
No.				

SUBJECT: 614 N. Marion Avenue/Lien Forgiveness Request

DEPT. / OFFICE: GROWTH MANAGEMENT

Originator: 614 Building LLC (Property Owner)
Randy Carter wants to purchase property from the owner

City Manager

Paul Dyal

Steve Brown

Department Director

Steve Brown

4/25/2023

#### **Council Action Options:**

- 1. Forgive all fees associated with code enforcement
- 2. File a lawsuit against owner to collect fees
- 3. File a foreclosure suit on owner and assume city ownership of property
- 4. Forgive accumulated code enforcement fines on property but have owner pay code enforcement administrative fees expended and require property owner submit plans and obtain permits for construction within twelve months of this council action date
- 5. Forgive accumulated code enforcement fines on property but have owner pay code enforcement fees expended

#### Summary Explanation & Background:

Case #2018-00000205

- June 26, 2017- Code Officer Bev Wisman cited the property in violation of numerous International Property Maintenance Codes and City Ordinances. Owner was given a Notice of Violation by certified mail and was given until August 10, 2017.
- August 3, 2017 property was re-inspected and there was no change to the property.
- 3. August 10, 2017- A Special Magistrate hearing was held and one of the employees of the owner Sean McCoy testified. Mr. McCoy testified that the owner purchased the property in November 2016 without actual knowledge of the alleged violations. He also testified that thereafter the owner entered into a lease that required the Tenant to repair the building and maintain the property. The Tenant failed to do so and the lease was terminated.
- 4. August 21, 2017- Special Magistrate Jennifer Springfield ordered that the owner was in violation of International Property Maintenance Codes and City Ordinances. Owner had 30 days to bring violations into compliance or a daily fine of \$50.00 a day would start to accrue.
- 5. Property violation became cured 1,946 days later: Total lien fee \$97,300

Case # 2015-00000111

- 1. May 22, 2018- Code Officer Bev Wisman initially inspected the property and observed overgrown vegetation and a deteriorating structure. A Notice of Violation was also sent to the owner certified mail on this same date.
- 2. March 19, 2019 property was re-inspected and the condition was unchanged. A 2<sup>nd</sup> Notice of Violation was sent certified mail to the owner to correct the violations by April 30, 2019.
- 3. June 13, 2019- Special Magistrate Jennifer Springfield ordered that within 60 days the owner shall obtain a permit for the demolition of the structure on the property and shall maintain the vegetation on the property.
- 4. Property violation became cured 1,341 days later: Total lien fee \$67,050

I was contacted by Mr. Randy Carter that he was in the process of purchasing the property from the owner and it was learned that there was a lien on the property. Mr. Carter stated that he is willing to purchase the property and will clean the property up and get it up to code.

#### Alternatives: See above action items

#### Source of Funds:

#### **Code Enforcement Administrative Expenditures**

#### Financial Impact:

- 1. Property may or may not be improved
- 2. \$164,350 collected in fines and property may or may not be improved
- 3. City owns property and sales property
- 4. Re-imbursement of CE Administrative Expenditures and property may or may not be improved
- 5. Re-imbursement of CE Administrative Expenditures and property improved or fines and liens re-

#### instated

#### **Exhibits Attached:**

- 1. Magistrate Orders
- 2. Tax Parcel
- 3. Case file 2018-00000205
- 4. Case file 2015-00000111
- 5. Gulf Atlantic Pump and Dredge Property Contract



## STATE OF FLORIDA COUNTY OF COLUMBIA

MAYOR - COMINGH MEMBER
STEPHEN M. WITT

CONCIL MANBERS
CHRIS GREENE
JAKE HILL, JR.
EUGENE JEFFERSON
MELINDA MOSES

IOSEPH HELFENBERGER

AUDREY E. SIKES

FRED KOBERLEIN, JR.

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY CERTIFY the attached to be a true and correct copy of City of Lake City Code Enforcement Special Magistrate Order-Case No. 2018-00000205 (4 pages), as promulgated and on file in the City Clerk's office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of this City this 10<sup>th</sup> day of July 2019.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.

Inst: 201912017013 Date: 97/22/2019 Time: 2:08PM Page 1 of 5 B: 1389 P: 1493, P.DeWitt Cason, Clerk of Court Columbia, County, By: PT Deputy Clerk

AUDREY E. KES, MMC

City Clerk

BEEND 8/29/19 END 4/5/23 \$5000, 1315 Days -1327 \$ 65,750 1630

## CODE ENFORCEMENT SPECIAL MAGISTRATE CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

PETITIONER,

CASE NO. 2018-00000205

٧.

YVES BARROUKH,

RESPONDENT.

#### **ORDER**

THIS CAUSE came before the Special Magistrate on June 13, 2019, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner, makes the following findings of fact and conclusions of law and thereupon orders, as follows:

#### **Findings of Fact**

- Yves Barroukh ("Respondent") is the owner of commercial property located at 614
   Marion Avenue in Lake City, Florida ("Property"). City of Lake City Code Inspector
   Beverly Jones appeared and testified at the hearing.
- City of Lake City Code Inspector Beverly Jones initially inspected Respondent's
  Property on May 22, 2018, and observed overgrown vegetation and a deteriorating
  structure on the Property.
- 3. In City of Lake City Case No. 2015-111 an Order was entered on August 21, 2017, in which the Special Magistrate found the same violations with regard to the same Property and Respondent. The violations were not corrected by Respondent and have only intensified.

- 4. Petitioner sent a Warning Notice to Respondent via USPS certified mail to 5696 Alton Road, Miami Beach, Florida 33140 on May 22, 2018 requiring Respondent to remove the overgrown vegetation and repair or demolish the structure no later than June 30, 2018.
- 5. On March 19, 2019, City of Lake City Code Inspector Beverly Jones re-inspected Respondent's Property and the condition was unchanged. Petitioner sent Respondent a Notice of Violation via USPS certified mail to 5696 Alton Road, Miami Beach, Florida 33140, together with a Notice of Hearing with the time and place of the June 13, 2019 hearing. The Notice of Violation required Respondent to correct the violations no later than April 30, 2019. A receipt for these notices indicating that they were received by Respondent was not returned to Petitioner by USPS. Petitioner also posted copies of the Notice of Violation and Notice of Hearing at the Property and at the City of Lake City City Hall on May 3, 2019.
- On the date of the hearing, the Property had not been mowed nor had the structure been repaired or demolished.

#### Conclusions of Law

- The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
- 2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
- Respondent was properly notified of the alleged violations and provided with a reasonable period of time within which to correct the violations.

- 4. Respondent failed to timely correct all of the alleged violations on the Property.
- 5. Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location.
- Pursuant to Chapter 22, Article VII, Section 22-197 of Lake City, Florida Code of Ordinances, the undersigned special magistrate is authorized to order the relief granted herein.

#### Order

- Within sixty (60) days of the date of this Order, Respondent shall obtain a permit
  from Petitioner for the demolition of the structure on the Property. Further,
  Respondent shall maintain the vegetation on the Property as needed to remain within
  Petitioner's allowed limits.
- 2. In the event that Respondent fails to comply with Paragraph 1 above, a daily fine of fifty dollars (\$100.00) will be imposed and begin to accrue on the 61st day, which can become a lien on the Property, which lien could be used by Petitioner to foreclose on the Property.

DONE AND ORDERED in this 28th day of June 2019.

JENNIFER B. SPRINGHEL SPECIAL MAGISTRATE

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Respondent Yves Barroukh at 5696 Alton Road, Miami Beach, Florida 33140 via USPS regular mail, and to Beverly Jones, City of Lake City, Florida via electronic mail to jonesb@lcfla.com this 29th day of June 2019.

Jennifer B. Springfield

Copies to: Joseph Helfenberger David Young

## CODE ENFORCEMENT- SPECIAL MAGISTRATE

**NOTICE OF Violation** 

City of Lake City 205 N Marion Ave. Lake City, Florida 32055 386-719-5746

Case # 2018-00000205

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to the date below, the following violation(s) of the Codes of Lake City where violated at the property located at 614 N Marion AVE Parcel ID# 11267000:

REINSPECTION	Beverly A Jones	03/19/2019	11:06AM	Results structure is further deteriorated, weeds in back lot, property is a blight isuse for neighborhood
INITIAL INSPECTION	Beverly A Jones	05/22/2018	3:32PM	Results

Violation Code	Violation Description Co.	rrective Action
301.2 Responsibility	IPMC 301.2 Responsibility	Cut grass/weeds to within allowable limits and maintain in accordance with adopted codes. Demolish and remove structure or repair in accordance with currently adopted codes.
301.3 Vacant structures and land	301.3 Vacant struc tures and land. IPMC	structure or repair in accordance with currently adopted codes.
302.4 weeds	302.4 weeds IPMC	
304.1 General.	304.1 General. IPMC	
sec 110.1	sec 110.1 general- demolition	
Sec 22-191	SECTION 22-191	
	PUBLIC NUISANCE	

	Municipal Code
301.2 Responsibility	The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling.
301.3 Vacant structures and land	All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
302.4 weeds	All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
304.1 General.	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
sec 110.1	The code official shall order the owner of any premises upon which is located any

## CODE ENFORCEMENT- SPECIAL MAGISTRATE

**NOTICE OF Violation** 

City of Lake City 205 N Marion Ave. Lake City, Florida 32055 386-719-5746

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sec 110.1	The code official shall order the owner of any premises upon which is located any

	structure, which in the code official's judgment is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish
Sec 22-191	Public nuisances are defined in the definitions section of division 1 herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the minimum standards codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the city growth management director or his designee or the code enforcement board are authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein. These powers are hereby declared to be remedial and essential for the public interest and it is intended that such powers be liberally construed to effectuate the purposes stated herein

**X** WARNING: This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before the date listed below:

Type of Corrective Action	Due Date	
WARNING NOTICE	06/30/2018	
Notice of violation	5/15/19	

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;
- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

I hereby certify that I delivered the fore Name ваккоикн, yves к Relatio On date 3/19/19 time being Posted on property and at City Hall	going notice to (Name of person and relationship): nship owner Personal Service x Certified Mail, Return Receipt requested	First
class mailing		
Refused to sign, drop service		
Jones, Beverly A Print Name of Code Inspector	Signature of Code Inspector	_
I acknowledge	receipt of a copy of this Notice of Violation	
	Signature of Respondent/Recipient	Date

	structure, which in the code official's judgment is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish
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I hereby certify that I delivered Name BARROUKH, YVES R On date 3/19/19 time being Posted on property and at City class mailing Refused to sign, drop service	the foregoing notice to (Name of person and relationship) Relationship owner Personal Service Hall x Certified Mail, Return Receipt requested	: Firs
Jones, Beverly A Print Name of Code Inspector	Signature of Code Inspector	
I ackno	owledge receipt of a copy of this Notice of Violation	
	Signature of Respondent/Recipient	Date

## CODE ENFORCEMENT BOARD OR SPECIAL MAGISTRATE

## **NOTICE OF HEARING**

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

Case # 2018-00000205

#### Respondent BARROUKH YVES R

NOTICE OF HEARING: You a	re hereby notified and commanded to appear before the
Special magistrate- of Lake City, Florida. 1:00 PM. The hearing will take place Chambers, Lake City, Florida, at which Board concerning the violation. You examine all witnesses, and to present violation.	rida on (day) Thursday, June 13, 2019, at (time) at City Hall, 205 N Marion Ave., 2 <sup>nd</sup> floor, Council the time evidence and testimony will be presented to said have the right to examine all evidence and to crossevidence and testimony on your behalf concerning said may result in a civil fine being imposed on you for said a violation each day the violation continues.
**It is the RESPONSIBILITY of	the RESPONDENT to schedule a Compliancy Inspection**  ard if the violation(s) are brought into compliance in
I hereby certify that I delivered the fo NameBARROUKH YVES R  On date 3/19/19 time being  Posted on property and at City Hall First class mailing Refused to sign, drop service	regoing notice to (Name of person and relationship):  Relationshipowner  Personal Service  x Certified Mail, Return Receipt requested
Jones, Beverly A Print Name of Code Inspector I a	Signature of Code Inspector  acknowledge receipt of a copy of this Notice of Hearing
	Signature of Respondent/Recipient Date

NOTE:

Minutes of the Code Enforcement Board Hearings are not transcribed verbatim. If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.

# CODE ENFORCEMENT BOARD OR SPECIAL MAGISTRATE

## **NOTICE OF HEARING**

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

Case # 2018-00000205

### Respondent BARROUKH YVES R

NOTICE OF HEARING: You are hereby notified and commanded to appear before the
Special magistrate- of Lake City, Florida on (day) Thursday, June 13, 2019, at (time)
1:00 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2 <sup>nd</sup> floor, Council
Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said
Board concerning the violation. You have the right to examine all evidence and to cross-
examine all witnesses, and to present evidence and testimony on your behalf concerning said
violation.
Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation(s) up to \$250.00 per day/per violation each day the violation continues.
**It is the RESPONSIBILITY of the RESPONDENT to schedule a Compliancy Inspection **
This case will not go before the Board if the violation(s) are brought into compliance in accordance with the Notice of Violation.  I hereby certify that I delivered the foregoing notice to (Name of person and relationship):  Name BARROUKH YVES R Relationship owner  On date 3/19/19 time being Personal Service  Posted on property and at City Hall x Certified Mail, Return Receipt requested First class mailing  Refused to sign, drop service
Jones, Beverly A Print Name of Code Inspector Signature of Code Inspector
I acknowledge receipt of a copy of this Notice of Hearing  Signature of Respondent/Recipient Date
NOTE: Minutes of the Code Enforcement Board Hearings are not transcribed verbatim. If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.

#### **NOTICE OF**

## CODE ENFORCEMENT- SPECIAL MAGISTRATE Violation

City of Lake City 205 N Marion Ave. Lake City, Florida 32055 386-719-5746

Case # 2018-00000205

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to the date below, the following violation(s) of the Codes of Lake City where violated at the property located at 614 N Marion AVE Parcel ID# 11267000:

REINSPECTION	Beverly A Jones	03/19/2019	11:06AM	Results structure has not been repaired/overgrown, further deterioration
				of parcel.

Violation Code 301.2 Responsibility	Violation Description Co IPMC 301.2 Responsibility	Cut grass/weeds to within allowable limits and maintain in accordance with adopted codes. Demolish and remove structure or repair in accordance with currently adopted codes.
301.3 Vacant structures and land	301.3 Vacant struc tures and land. IPMC	
302.4 weeds	302.4 weeds IPMC	
304.1 General.	304.1 General. IPMC	
sec 110.1	sec 110.1 general- demolition	
Sec 22-191	SECTION 22-191 PUBLIC NUISANCE	

Violation Code 1 301.2 Responsibility	The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling.
301.3 Vacant structures and land	All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
302.4 weeds	All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
304.1 General.	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

sec 110.1	The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish
Sec 22-191	Public nuisances are defined in the definitions section of division 1 herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the minimum standards codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the city growth management director or his designee or the code enforcement board are authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein. These powers are hereby declared to be remedial and essential for the public interest and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

**WARNING:** This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before the date listed below:

Type of Corrective Action	Due Date	
WARNING NOTICE	4/30/19	

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;
- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

Name YVES BARROUKH Relationsh		
On date 3/19/19 time being	Personal Service Certified Mail, Return Receipt requested	First
Posted on property and at City Hall		
class mailing Refused	to sign, drop service	
Jones, Beverly A Print Name of Code Inspector	Signature of Code Inspector	=
	est to the efficiency	
I acknowledge rec	ceipt of a copy of this Notice of Violation	

#### **NOTICE OF Violation**

CODE ENFORCEMENT- SPECIAL MAGISTRATE
City of Lake City
205 N Marion Ave.
Lake City, Florida 32055
386-719-5746

Case # 2018-00000205

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to the date below, the following violation(s) of the Codes of Lake City where violated at the property located at 614 N Marion AVE Parcel ID# 11267000:

	REINSPECTION	Beverly A Jones	03/19/2019	11:06AM	Results structure is further deteriorated weeds in back lot property is a blight isuse for neighborhood
1	INITIAL INSPECTION	Beverly A Jones	05/22/2018	3:32PM	Results

Violation Code	Violation Description Co	orrective Action
301.2 Responsibility	IPMC 301.2 Responsibility	Cut grass/weeds to within allowable limits and maintain in accordance with adopted codes. Demolish and remove
301.3 Vacant structures and land	301.3 Vacant struc tures and land. IPMC	structure or repair in accordance with currently adopted codes.
302.4 weeds	302.4 weeds IPMC	
304.1 General.	304.1 General. IPMC	
sec 110.1	sec 110.1 general- demolition	
Sec 22-191	SECTION 22-191	
	PUBLIC NUISANCE	

Violation Code	Municipal Code
301.2 Responsibility	The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling.
301.3 Vacant structures and land	All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
302.4 weeds	All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
304.1 General.	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
sec 110.1	The code official shall order the owner of any premises upon which is located any

structure, which in the code official's judgment is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy and such that it is unreasonable to repair the structure, to demolish and
remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish
Public nuisances are defined in the definitions section of division 1 herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the minimum standards codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the city growth management director or his designee or the code enforcement board are authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein. These powers are hereby declared to be remedial and essential for the public interest and it is intended that such powers be liberally construed to effectuate the purposes stated herein

**<u>WARNING:</u>** This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before the date listed below:

Type of Corrective Action	Due Date	
WARNING NOTICE	06/30/2018	
Notice of violation	5/15/19	

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;
- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

	going notice to (Name of person and relationship	):
On date 3/19/19 time being	Personal Service	
Posted on property and at City Hall	x Certified Mail, Return Receipt requested	First
class mailing		
Refused to sign, drop service		
Jones, Beverly A	Bully -	
Print Name of Code Inspector	Signature of Code Inspector	
I acknowledge	receipt of a copy of this Notice of Violation	
	Signature of Respondent/Recipient	Date

## **CODE ENFORCEMENT BOARD** OR SPECIAL MAGISTRATE City of Lake City

#### **NOTICE OF HEARING**

205 N Marion Ave. Lake City, Florida 32055

Case # 2018-00000205

#### Respondent BARROUKH YVES R

NOTICE OF HEARING: You are hereby notified and commanded to appear before the
Special magistrate- of Lake City, Florida on (day) Thursday, June 13, 2019, at (time)
1:00 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2 <sup>nd</sup> floor, Council
Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said
Board concerning the violation. You have the right to examine all evidence and to cross-
examine all witnesses, and to present evidence and testimony on your behalf concerning said
violation.
Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation(s) up to \$250.00 per day/per violation each day the violation continues.
**It is the RESPONSIBILITY of the RESPONDENT to schedule a Compliancy Inspection**
This case will not go before the Board if the violation(s) are brought into compliance in accordance with the Notice of Violation.
I hereby certify that I delivered the foregoing notice to (Name of person and relationship):
Name BARROUKH YVES R Relationship owner
On date 3/19/19 time being Personal Service
Posted on property and at City Hall x Certified Mail, Return Receipt requested First class mailing
Refused to sign, drop service
Jones, Beverly A
Print Name of Code Inspector Signature of Code Inspector
I acknowledge receipt of a copy of this Notice of Hearing
Signature of Respondent/Recipient Date

NOTE:

Minutes of the Code Enforcement Board Hearings are not transcribed If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.

## AFFIDAVIT OF NOTICE BY POSTING PROPERTY

STATE OF FLORIDA

COUNTY	OF (	COL	JMBIA
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BEFORE ME, this day, the 3 day of 1, 2019, personally appeared, BEVERLY JONES, who, after being first duly sworn on oath, deposes and says: 1. I am a Code Enforcement Inspector for the City of Lake City, Florida. 2. On the 3 day of May 2019, I personally observed violations of City ordinances on real property located at: 614 N. Marion Are Farcel 11267-000 called "the property"). The violations I observed are documented in the Notice of Violation, a true and correct copy of which is attached. 3. On the 3 day of 40, 2019, at 105 time, I personally POSTED UPON THE SAID PROPERTY, a copy of Notice of VIOLATION AND HEARING(a true and correct copy of which is attached) to the following PROPERTY, 6H N Marion Are Parcel 11267-00, A COPY WAS ALSO POSTED AT CITY HALL, 205 N MARION AVE, LAKE CITY, FL. 32055

Code Enforcement Inspector

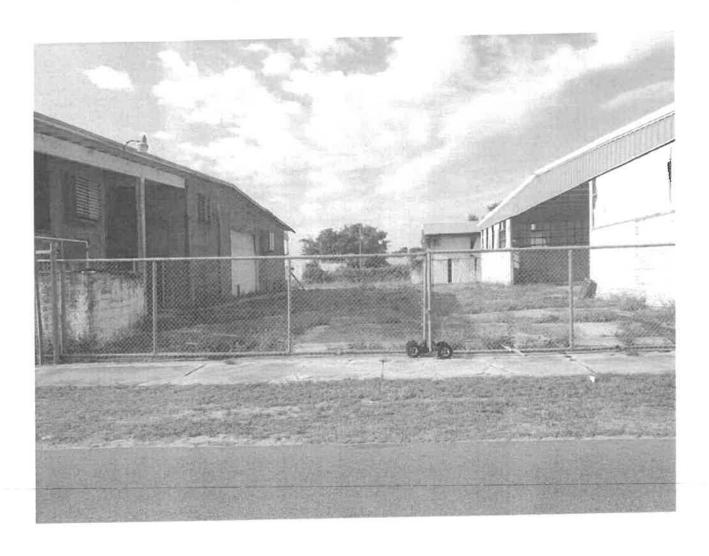
SWORN TO AND SUBSCRIBED before me this \_5 \_\_ day of \_\_ 2019, by Beverly Jones, who is personally known to me.

[SEAL]

ANN MARIE RAULERSON MY COMMISSION # FF 995320 EXPIRES: September 23, 2020 Sonded Thru Notary Public Underwriters

Signature of N Print or Type Name My Commission

90





Inst. Number: 201712017216 Book: 1344 Page: 1411 Page 1 of 5 Date: 9/21/2017 Time: 9:31 AM 2.DeWitt Cason Clerk of Courts, Columbia County, Florida



A Contract

Inst: 201712017216 Date: 09/21/2017 Time: 9:31AM Page 1 of 5 B: 1344 P: 1411, P.DeWitt Casan, Clerk of Court Columbia, County, By: BD

3

STEPHEN M. WITT

JAKE HILL, JR.
EUGENE JEFFERSON
MELINDA MOSES
GEORGE WARD

WENDELL JOHNSON

AUDREY E. SIKES

CITYATIORNES FRED KOBERLEIN, JR.

STATE OF FLORIDA

COUNTY OF COLUMBIA

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY CERTIFY the attached to be a true and correct copy of City of Lake City Code Enforcement Special Magistrate Order - Case Number 2015-00000111 (4 pages), as promulgated and on file in the City Clerk's office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of this City this 18<sup>th</sup> day of September 2017.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.

AUDREY F. SIKES, MMC

City Clerk

14.

BEGAN-1/1/18 # 50 Day

END-4/5/23 # 50 Day

1 520 Days # 850 Day

- 1922 Elles

## CODE ENFORCEMENT SPECIAL MAGISTRATE CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 2015-00000111

PETITIONER,

٧.

YVES R. BARROUKH,

RESPONDENT.

#### **ORDER**

THIS CAUSE came before the Special Magistrate on August 10, 2017, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner and Respondent, makes the following findings of fact and conclusions of law and thereupon orders, as follows:

#### **Findings of Fact**

- Respondent, Yves R. Barroukh ("Respondent"), is the owner of a 2.3-acre light
  manufacturing real property located at 614 N. Marion Avenue in Lake City, Florida
  ("Property"). The Property is currently vacant.
- 2. City of Lake City Code Inspector Beverly Wisman inspected Respondent's industrial property on June 26, 2017 and observed a large deteriorating warehouse-type structure with a leaking roof and exterior wood rot, grass and weeds exceeding the allowable limit of 12 inches, and scattered trash and debris on the Property.
- 3. On June 26, 2017, Petitioner sent a Notice of Violation (NOV) via USPS certified mail to Respondent at 5696 Alton Road, Miami Beach, Florida 33140-2019, describing the alleged violations on the Property and requesting that the violations be corrected on or

before August 5, 2017. A Notice of Hearing was also included with the time and place of the August 10, 2017 hearing. On July 23, 2017, USPS returned the certified mail to Petitioner indicating that it was "UNCLAIMED."

- 4. Nevertheless, one of Respondent's employees, Sean McCoy, participated in the August 10, 2017 hearing on behalf of Respondent. Mr. McCoy testified that Respondent purchased the property in November 2016 without actual knowledge of the alleged violations. He also testified that thereafter Respondent entered into a lease that required the Tenant to repair the building and maintain the property. However, the Tenant failed to do so and the lease was terminated early.
- City of Lake City Code Inspector Beverly Jones re-inspected the Property on August 3,
   2017 and the conditions were unchanged.

#### Conclusions of Law

- The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
- The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
- Respondent was properly notified of the alleged violations on the Property and provided with a reasonable period of time within which to correct the violations.
- Respondent failed to timely correct the alleged violations on the Property.
- Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location. One of Respondent's employees appeared and testified.

#### **Order**

- Within fourteen (14) days of the date of this Order, Respondent shall take all actions
  necessary to remove all trash and debris from the Property and mow the entire
  Property.
- 2. In the event the subject Property is not brought into compliance with Petitioner's Code of Ordinances regarding removal of the trash and debris and the mowing on or before the 14<sup>th</sup> day, a daily fine of fifty dollars (\$50.00) will begin to accrue on the 15<sup>th</sup> day, in accordance with Section 162.09, Florida Statutes, and may become a lien on the Property upon which Petitioner may foreclose.
- 3. Within thirty (30) days of the date of this Order, Respondent shall take all actions necessary to submit a proposed scope of work to Petitioner for all of the needed repairs to the structure on the Property.
- 4. In the event the subject Property is not brought into compliance with Petitioner's Code of Ordinances regarding submittal of the proposed scope of work on or before the 30<sup>th</sup> day, an additional daily fine of fifty dollars (\$50.00) will begin to accrue on the 31<sup>st</sup> day, in accordance with Section 162.09, Florida Statutes, and may become a lien on the Property upon which Petitioner may foreclose.
- 5. No later than December 31, 2017, Respondent shall complete the repairs to the structure on the subject Property, as stated and described herein and approved by Petitioner, in accordance with Petitioner's Code of Ordinances and other applicable laws and regulations.
- In the event the subject Property is not brought into compliance with Petitioner's Code of Ordinances regarding repairs to the structure on or before December 31,

2017, an additional daily fine of fifty dollars (\$50.00) will begin to accrue on January 1, 2018, in accordance with Section 162.09, Florida Statutes, and may become a lien on the Property upon which Petitioner may foreclose.

DONE AND ORDERED in this 21st day of August 2017.

JENNIFER B. SPRINGFIELD SPECIAL MAGISTRATE

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Respondent Yves R. Barroukh at 5696 Alton Road, Miami Beach, Florida 33140-2019 via USPS regular mail, and to Beverly Jones, City of Lake City, Florida via electronic mail to <u>ionesb@lcfla.com</u> this 244 day of August 2017.

Jennifer B. Springfield

Copies to:

<u>JohnsonW@lcfla.com</u>

<u>hoefertr@lcfla.com</u>

<u>Justin@mowitzlaw.com</u>

## Columbia County Property Appraiser Jeff Hampton

2018 Tax Roll Year updated: 5/9/2019

Parcel: << 00-00-00-11267-000 >>>

Owner & Pr	operty info	Result: 1	of 1
Owner	BARROUKH YVES R 5696 ALTON RD MIAMI BEACH, FL 3314	02019	
Site	614 MARION AVE, LAKE CITY		
Description*	NW DIV: BEG INTERS W LINE WILSON ST, RUN E 191.70 FT, SE 10.96 FT, S STREET 174.69 FT, W 596 74.15 FT TO POB, EX ADI ORB 1152-1168. (BEING F more>>>	317.10 FT, N 8 ALONG MARI 6.65 FT N 165. DN'L R/W TO I PART OF BLOC	.50 FT, E ON 15 FT, E OOT DESC CKS 23 &
Area	2.321 AC	S/T/R	29-3S-17
Use Code**	LIGHT MANU (004100)	Tax District	103

\*The <u>Description</u> above is not to be used as the Legal Description for this parcel in any legal transaction.
\*\*The <u>Use Code</u> is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & A	Assessment Va	lues	
2018 Cer	lified Values	2019 Wo	king Values
Mkt Land (1)	\$96,070	Mkt Land (1)	\$96,070
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (4)	\$62,219	Building (4)	\$62,219
XFOB (3)	\$4,350	XFOB (3)	\$4,350
Just	\$162,639	Just	\$162,639
Class	\$0	Class	\$0
Appraised	\$162,639	Appraised	\$162,639
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$162,639	Assessed	\$162,639
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$162,639 city:\$162,639 other:\$162,639 school:\$162,639		county:\$162,639 city:\$162,639 other:\$162,639 school:\$162,639

Aerial View	er Pict	ometery	Google	Maps		
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ales History	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
Sale Date					Q	01
11/5/2016	\$150,000	1325/2362	WD	1	u	
1/29/2016	\$75,000	1309/1140	PR		U	19
5/9/2008	\$0	1152/1168	WD		U	03
	\$250,000	980/1341	WD		U	06
4/7/2003	\$250,000	20011071		-	0	
12/18/1997	\$604,000	850/1614	WD	1	u	

' Building Ch	aracteristics					
Bldg Sketch	Bldg Item	Bidg Desc*	Year Blt	Base SF	Actual SF	Bidg Value
	Diog nom	WAREH STOR (008400)	1967	8530	29290	\$25,709
Sketch	1		1986	9000	9000	\$19,810
Sketch	2	LUMB YD BD (008602)			5451	\$10,483
Sketch	6	LUMB YD BD (008602)	1967	5451		
Sketch	7	LUMB YD BD (008602)	1967	3168	3168	\$6,217

\*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
Code			44 075 00	4.000	0 x 0 x 0	AP (075.00)
0166	CONC,PAVMT	0	\$1,875.00	1.000	UXUXU	
0260	PAVEMENT-A	0	\$1,875.00	1.000	0 x 0 x 0	AP (075.00)
0200			0000.00	1.000	0 x 0 x 0	AP (075.00)
0140	CLFENCE 6	0	\$600.00	1.000	UXUXU	Mr (013.00)

▼ Land Bre	akdown				
	Desc	Units	Adjustments	Eff Rate	Land Value
Land Code	Desc		7 0011 00 1 0011 00	\$1	\$96,070
004100	LIGHT MFG (MKT)	101,127.000 SF - (2.321 AC)	1.00/1.00 1.00/1.00	ψı	φου,υτυ

Search Result: 1 of 1

© Columbia County Property Appraiser | Jeff Hampton | Lake City, Florida | 386-758-1083

by: GrizzlyLogic.com

## Columbia County Tax Collector

generated on 5/23/2019 10:21:36 AM EDT

#### Tax Record

Last Update: 5/23/2019 10:21:18 AM EDT

MIAMI BEACH FL 33140-2019

Register for eBill

Escrow Code

## Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Тах Туре	Tax Year
REAL ESTATE	2018
Property Address 614 MARION N LAKE CI	ΤΥ
	REAL ESTATE

GEO Number

000000-11267-000

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail Millage Code
NO EXEMPTIONS 103

Legal Description (click for full description)
00-00-00 4100/41002.32 Acres NW DIV: BEG INTERS W LINE OF BLOCK 24 & S
LINE WILSON ST, RUN E 317.10 FT, N 8.50 FT, E 191.70 FT, SE 10.96 FT, S
ALONG MARION STREET 174.69 FT, W 596.65 FT N 165.15 FT, E 74.15 FT TO
POB, EX ADDN'L R/W TO DOT DESC ORB 1152-1168. See Tax Roll For Extra
Legal

	Ad Valo	rem Taxes	5		
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
AND AND AND AND	4.9000	162,639	0	\$162,639	\$796.93
CITY OF LAKE CITY BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY SCHOOL BOARD	8.0150	162,639	0	\$162,639	\$1,303.55
	0.7480	162,639	0	\$162,639	\$121.65
DISCRETIONARY	4.2010	162,639	0	\$162,639	\$683.25
LOCAL	1.5000	162,639	0	\$162,639	\$243.96
CAPITAL OUTLAY	0.3948	162,639	0	\$162,639	\$64.21
SUWANNEE RIVER WATER MGT DIST LAKE SHORE HOSPITAL AUTHORITY	0.9620	162,639	0	\$162,639	\$156.46
Total Millage	20.7208	3 <b>T</b>	otal Taxes	\$	3,370.01

	Total Militage	
	Non-Ad Valorem Assessments	
Code XLCF	Levying Authority	<b>Amount</b> \$1,297.55

<b>Amount Due</b> \$4,836.34
\$4,667.56
\$1,297.55

#### Columbia County Tax Coll

#### Prior Years Payment History

		Prior Y	ear Taxes [	Due	
Year 2017	<b>Folio</b> 2322	Status	Cert. 2745 Pri	Cert. Yr. 2018 or Years Total	Amount \$5,302.98 \$5,302.98
	If Paid By 5/31/2019			<b>Prior Years D</b> \$5,302.98	ue

Click Here To Pay Now

#### CITY OF LAKE CITY

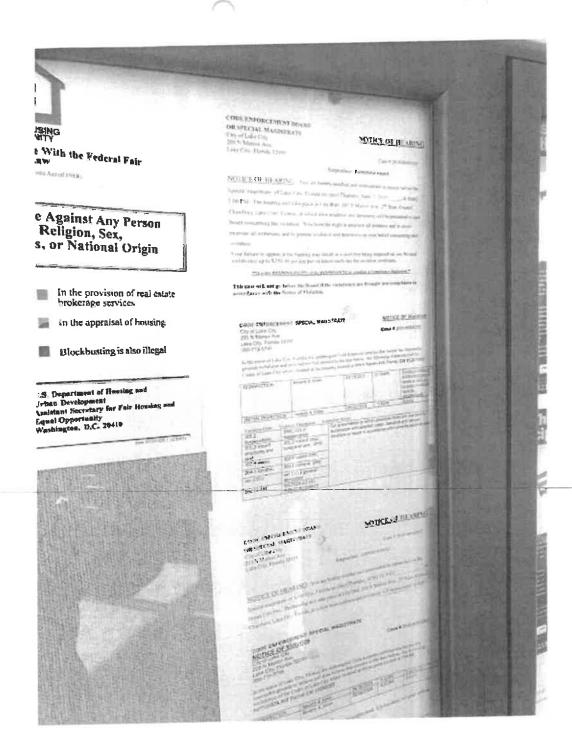
### Case Data-code enforcement

Initial Inspection: 5/22/18 Warning Notice mailed: 5122 18 Re-Inspection: 3 19 19 Notice of Violation: 319 19 Notice of Hearing: 3/4/19 Green card returned: 46 Unclaimed mail: \_\_\_\_\_ Posted Property and City Hall: \_\_\_\_\_\_\_\_ Cost of Mail: Notes:









#### Columbia County Property Appraiser

Jeff Hampton

Parcel: @ 00-00-00-11267-000 (39700) 📀

2.321 AC

Owner & Property Info Result: 8 of 165

614 BUILDING LLC Owner 204 NW WILSON ST, LAKE CITY Site 614 N MARION AVE NW DIV: BEG INTERS W LINE OF BLOCK 24 & S LINE WILSON ST, RUN E 317.10 FT, N 8.50 FT, E 191.70 FT, SE 10.96 FT, S ALONG MARION STREET 174.69 FT, W 596.65 FT N 165.15 FT, E 74.15 FT TO POB, EX ADDN'L RW TO DOT DESC ORB 1152-1168.

(BEING PART OF BLOCKS 23 & ...more>>> Description' S/T/R 29-35-17

LIGHT MANUFACTURE (4100) Tax District 1 Use Code\*\* \*The <u>Description</u> above is not to be used as the Legal Description for this percel in any legal transaction.
\*\*The <u>Use Code</u> is a FL Dept. of Revenue (DOR) code and is not maintened by the Property Appraisar's office. Please contact your dity or county Planning & Zoning office for specific zoning information.

Property & As	sessment Values		
20:	22 Certified Values	20	23 Working Values
Mkt Land	\$80,902	Mkt Land	\$80,902
Ag Land	\$0	Ag Land	\$0
Building	\$53,980	Building	\$53,980
XFOB	\$4,350	XFOB	\$4,350
Just	\$139,232	Just	\$139,232
Class	\$0	Class	\$0
Appraised	\$139,232	Appraised	\$139,232
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$139,232	Assessed	\$139,232
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$139,232 city:\$139,232 other:\$0 school:\$139,232		county:\$139,232 city:\$139,232 other:\$0 school:\$139,232

Aerial Viewer Pictometery Google Maps © 2022 ○ 2019 ○ 2016 ○ 2013 ○ 2010 ☑ Sales NW WILSON SI NW MAIN BIVE 00-00-00-11267-000 (39700) 614 BUILDING LLC 204 NW WILSON ST 29/3S/17 (LIGHT MANUFACTURE)2.321AC TxbL\$139,232.00 Sale:11/5/2016 - \$150,000 - I/Q NW RATUROAD SI

COLUMBIA AV

s History							
Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode	
7/22/2020	\$100	1415/2363	QC		U	11	
11/5/2016	\$150,000	1325/2362	WD	T T	Q	01	
1/29/2016	\$75,000	1309/1140	PR		U	19	
5/9/2008	\$0	1152/1168	WD		U	03	
	\$250,000	0980/1341	WD		U	06	
4/7/2003	\$250,000	0850/1614	WD		0		

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	C B MISC (8801)	1967	0	29290	\$19,596
	OPEN/STRG (8601)	1986	9000	9000	\$18,342
Sketch	OPEN/STRG (8601)	1967	5451	5451	\$10,073
Sketch		1967	3168	3168	\$5,969
Sketch	OPEN/STRG (8601) perty Appraisers office solely for the purpose of determining a p				4-,

ngs (Codes)				
	Year Bit	Value	Units	Dims
	0	\$1,875.00	1.00	0 x 0
	0	\$1.875.00	1.00	0 x 0
			1.00	0 x 0
	Desc CONC,PAVMT PAVEMENT-ASPHALT CLFENCE 6	Desc         Year Bit           CONC,PAVMT         0           PAVEMENT-ASPHALT         0	Desc         Year Bit         Value           CONC,PAVMT         0         \$1,875.00           PAVEMENT-ASPHALT         0         \$1,875.00	Desc         Year Bit         Value         Units           CONC,PAVMT         0         \$1,875.00         1.00           PAVEMENT-ASPHALT         0         \$1,875.00         1.00

▼ Land B	Breakdown				
Code	Desc	Units	Adjustments	Eff Rate	Land Value
Code	Desc		4 000014 0000 4 00001 0000000 (	\$1 /SF	\$80,902
4100	LIGHT MFG (MKT)	101,127.000 SF (2.321 AC)	1.0000/1.0000 1.0000/.8000000 /	\$135	400,50E

Search Result: 8 of 165

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by: GrizzlyLogic.com

2023 Working Values updated: 4/6/2023

#### Sova, Marshall

From: Randy Carter < rphillipcarter@gmail.com>

Sent: Thursday, April 6, 2023 2:11 PM

To: Sova, Marshall

Subject: Re:

Attachments: GULF ATLANTIC PROPERTY CONTRACT 614 MARION ST.pdf

Hi Marshall,

I have attached a complete copy of the Sales Contract for your files. Our intent is to close the property as soon as reasonable, begin a renovation program to include managing the greenery and landscaping, pressure washing and painting, removing and replacing the panels in the real steel building, repair the roof in the front building, renovate bathrooms, restore boundary fencing uniformly around the site. The timeline for completion will be decided as we determine the status of facilities including the extent of repairs required to get them to a safe and habitable point. Referencing the rear railroad side building, we also intend to establish an office area upstairs with windows on the two sides facing the two gates (Wilson Street and Marion Street), on the end of the Railroad side building such that entering and exiting truck traffic is easily monitored by staff in the upstairs office area. Does the Railroad Company own up to the fence or is there a rightof-way along the fencing between the Rail property and the 614 Marion property?

Thank you for the assistance and information as we work through

this process.

Sincerely,

Randy Carter Gulf Atlantic Pump and Dredge, LLC 118 NW Long Street Lake City, FL 32055

## **Commercial Contract**



1 1. PA	ARTIES AND PROPERTY: GULF ATLANTIC PUMP AND DREDGE LLC ("Buyer"						
	es to buy and		("Seller")				
	es to sell the property at:						
•	t Address: 614 N MARION AVE L	AKE CITY, FL. 32056					
5							
6 Lega	Description: NW DIV: BEG INTE	RS W LINE OF BLOCK 24 & S LINE WILSON ST,	<b>RUN E 317</b>	7.10 FT, N 8.50			
7 FT, E	191.70 FT, SE 10.96 FT, S ALOI	NG MARION STREET 174.69 FT, W 596.65 FT N	165.15 FT,	E 74.15 FT TO			
8 <b>PAONE</b>	h <b>EXoNDIQNULFRAMóiTiĐ ExO</b> perty:						
9							
o (all co	ollectively referred to as the "Prop	erty") on the terms and conditions set forth below.					
,	RCHASE PRICE:			225,000.00			
2	(a) Deposit held in escrow by:	HERITAGE TITLE  scrow Agent") (checks are subject to actual and final collection)	\$	4,000.00			
4 !	Escrow Agent's address: 201 PA	RSHLEY ST SW LIVE OAK_Phone: 386-330-0371	_				
5	(b) Additional deposit to be made	to Escrow Agent					
6 [	within days (3 days, if left	t blank) after completion of Due Diligence Period or					
		Date	_ \$				
B	(c) Additional deposit to be made	to Escrow Agent					
		blank) after completion of Due Diligence Period or	e	0.00			
•	within days after Effective						
		5)					
			- \$	0.00			
3 (	f) All deposits will be credited to	the purchase price at closing.					
	Balance to close, subject to adjust	tments and prorations, to be paid	\$	221,000.00			
	via wire transfer.	n, "completion" means the end of the Due Diligence					
	For the purposes of this paragraph Buyer's written notice of acceptable		i ellog of a	apon delivery of			
3. TIP	ME FOR ACCEPTANCE; EFFECT	TIVE DATE; COMPUTATION OF TIME: Unless this	offer is sig	ned by Seller			
and F	Buver and an executed copy delivi	ered to all parties on or before March 3,	2023	, this oπer			
	e withdrawn and the Buyer's depo	osit, if any, will be returned. The time for acceptance	of any cou	nter oπer will be			
3 day	is from the date the counter offer it	s delivered. The "Effective Date" of this Contract signed or initialed and delivered this offer or the	final cour	ter offer or			
	, Ca	llendar days will be used when computing time period	ods, except	time periods of 5			
days	or less. Time periods of 5 days or	less will be computed without including Saturday, S	unday, or n	ational legal			
holida	ays. Any time period ending on a S	Saturday, Sunday, or national legal holiday will exter	nd until 5:00	p.m. of the next			
busin	ess day. Time is of the essence	in this Contract.					
4. CL	OSING DATE AND LOCATION:	n will be closed on ON OR BEFORE March 30, 2	023 (Clar	eina Nata) unless			
	a) Closing Date: This transaction	visions of this Contract. The Closing Date will preva	ail over all	other time periods			
i	ncluding, but not limited to, Financ	ing and Due Diligence periods. In the event insuran	ce underwr	iting is suspended			
Rinar	and Sellen (B)	) acknowledge receipt of a copy of this page, which is Page 1	of 8 Pages.				
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				Simplicit			

**109** 

41 42	on Closing Date and <b>Buyer</b> is unable to obtain property insurance, <b>Buyer</b> may postpone closing up to 5 days after the insurance underwriting suspension is lifted.							
43 44	(b) Location: Closing will take place in <u>COLUMBIA</u> County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.							
45	5. THIRD PARTY FINANCING:							
46	BUYER'S OBLIGATION: On or before days (5 days if left blank) after Effective Date, Buyer will apply for third							
47	party financing in an amount not to exceed% of the purchase price or \$, with a fixed							
48	interest rate not to exceed% per year with an initial variable interest rate not to exceed%, with points or							
49	commitment or loan fees not to exceed% of the principal amount, for a term of years, and amortized							
50	over years, with additional terms as follows:							
51								
52	Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any							
53	lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within days (45 days if left							
54 55	blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. <b>Buyer</b> will keep <b>Seller</b> and Broker fully informed about loan application status and authorizes the mortgage							
56	broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon							
57	obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable							
58	diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within days (3 days if left blank)							
59	deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.  If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.							
60 61	Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of							
62	those conditions of Loan Approval related to the Property, DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer							
63	has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and							
64	thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on <b>Buyer's</b> part, the Deposit(s) shall be returned to <b>Buyer</b> , whereupon both							
65 66	parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving							
67	the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use							
68	good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction							
69	does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-							
70 71	approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.							
72 73	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by 🗓 statutory warranty							
74	deed special warranty deed other, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,							
75	restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other							
76	matters to which title will be subject)							
77	;							
78	provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the							
79	Property as							
80	(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent							
81	and pay for the title search and closing services. Seller will, at (check one) X Seller's Buyer's expense and							
82 83	within days after Effective Date or at least days before Closing Date deliver to <b>Buyer</b> (check one)  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by							
84	Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase							
85	price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and							
86	Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. [] (ii.) an							
87	abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed							
88 89	insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy							
90	exceptions and an update in a format acceptable to <b>Buyer</b> from the policy effective date and certified to <b>Buyer</b> or							
	Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.							
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S	#18##: 090467-700167-7698331 Porm Simplicity							

92	an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.
93	(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Selle
94	of title defects. Title will be deemed acceptable to <b>Buyer</b> if (1) <b>Buyer</b> fails to deliver proper notice of defects or (2)
95	Buyer delivers proper written notice and Seller cures the defects within days from receipt of the notice
96	("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the
97	Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the
98	scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be
99 100	cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept
101	title subject to existing defects and close the transaction without reduction in purchase price.
102 103	(c) Survey: (check applicable provisions below)
104	Seller will, within days from Effective Date, deliver to <b>Buyer</b> copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this
105	transaction:
106	u disaction.
107	prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
108	transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
109	date this Contract is terminated.
110	Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine
111	title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
112	encroachments on the Property or that the improvements encroach on the lands of another,   Buyer will
113	accept the Property with existing encroachments  such encroachments will constitute a title defect to be
114	cured within the Curative Period.
115	(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
116	7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
117	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller
118	makes no warranties other than marketability of title. In the event that the condition of the Property has materially
119	changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a
120	refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required
121	condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$(1.5% of
122 123	the purchase price, if left blank). By accepting the Property "as is", <b>Buyer</b> waives all claims against <b>Seller</b> for any defects in the Property. (Check (a) or (b))
124	(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
125	condition.
126	(b) Due Diligence Period: Buyer will, at Buyer's expense and within 10 days from Effective Date ("Due
127	Diligence Period"), determine whether the Property is suitable, in <b>Buyer's</b> sole and absolute discretion. During the
128	term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which
129	Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural,
130	environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
131	regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
132	state and regional growth management and comprehensive land use plans; availability of permits, government
133	approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
134 135	water contamination; and other inspections that <b>Buyer</b> deems appropriate. <b>Buyer</b> will deliver written notice to <b>Seller</b> prior to the expiration of the Due Diligence Period of <b>Buyer's</b> determination of whether or not the Property
136	is acceptable. <b>Buyer's</b> failure to comply with this notice requirement will constitute acceptance of the Property in
137	its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the
138	Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable
139	notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter
140	the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from
141	losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
142	liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer
143	will not engage in any activity that could result in a mechanic's lien being filed against the Property without
144	Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the
	Buyer ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.
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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the 145 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a 146 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that 147 148 Buyer's deposit will be immediately returned to Buyer and the Contract terminated. (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the 149 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and 150 to ensure that all Property is on the premises. 151 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any 152 business conducted on the Property in the manner operated prior to Contract and will take no action that would 153 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting 154 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted \_ only with 155 Buyer's consent without Buyer's consent. 156 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with 157 158 the norms where the Property is located. (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at 159 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, 160 161 mailboxes, and security systems. (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing 162 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and 163 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or 164 165 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances. (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable 166 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 167 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 168 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, 169 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 170 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if 171 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or 172 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the 173 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the 174 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will 175 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the 176 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the 177 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, 178 179 mortgages and notes, security agreements, and financing statements. (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond 180 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance 181 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the 182 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due 183 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request 184 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing. 185 (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date 186 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 187 pay all installments due and payable on or before the Closing Date, with any installment for any period extending 188 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 189 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 190 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially 191 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last 192 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 193 194 does not apply to condominium association special assessments. (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, 195 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will 196

Buyer ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

- 10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.
- 215 11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged
   216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after
   218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable 219 to each other for damages so long as performance or non-performance of the obligation, or the availability of services, 220 221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. 222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the 223 224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will 225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this 226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other 228 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- 13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

#### 14. DEFAULT:

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- (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.
- (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.
- 15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.
- 16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer ( ) ( ) and Seller ( ) ( )	) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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#### 17. DISCLOSURES:

- (a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.
- (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).
- (c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

#### 18. RISK OF LOSS:

- (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.
- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.
- 19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise  $\square$  is not assignable  $\boxtimes$  is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer, " "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).
- 20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.
- 21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than: (a) Seller's Broker: MAGNOLIA REAL ESTATE GROUP OF N. FL. 636 E. DUVAL ST. LAKE CITY, FL 32055 386-628-1552 (Licensee) (Address, Telephone, Fax, E-mail) who 🗌 is a single agent 🗵 is a transaction broker 🗀 has no brokerage relationship and who will be compensated by ■ Seller □ Buyer □ both parties pursuant to □ a listing agreement □ other (specify) (b) Buyer's Broker: MAGNOLIA REAL ESTATE GROUP OF N. FL 636 E. DUVAL STR. LAKE CITY, FL 3205 386-628-1552 (Licensee) (Address, Telephone, Fax, E-mail) Buyer (2) ( ) and Seller \_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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302 303 304	who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)
305 306 307 308 309 310 311	(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312	expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.
313 314 315 316 317 318	22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):  (A) Arbitration (B) Section 1031 Exchange (C) Property Inspection and Repair (D) Seller Representations  (E) Seller Warranty (I) Existing Mortgage (I) Existence Mortgage (I) Existe
319	23. ADDITIONAL TERMS:
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328 329	
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342 343 344 345 346 347	THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
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Se	###: 090467-700167-7698331 Form Simplicity

348 349 350 351 352 353	ADVICE. BUYER ACKNOWLEDGES THAT BROKER DO REPRESENTATIONS (ORAL, WRITTEN OR OTHERWIS REPRESENTATIONS OR PUBLIC RECORDS UNLESS THE REPRESENTATION. BUYER AGREES TO RELY S GOVERNMENTAL AGENCIES FOR VERIFICATION OF FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.	SE) BY BROKER ARE BASED ON SELLER BROKER INDICATES PERSONAL VERIFICATION OF COLELY ON SELLER, PROFESSIONAL INSPECTORS AND THE PROPERTY CONDITION, SQUARE FOOTAGE AND
354 355 356 357	to do so.	nter into and perform this Contract in accordance with its documents on behalf of such party has been duly authorized
358	(Signature of Ruyer	Date: 3 3 2023
359	(Typed or Printed Name of Buyer)	oge (CTax ID No.: 58-254 2807
360	Title: Manager LLC	Telephone: 384 362 5000
361	(Signature of Buyer	Date:
362	(Typed or Printed Name of Buyer)	Tax ID No.:
363		Telephone:
364	Buyer's Address for purpose of notice	
365	Facsimile:	Email:
366	YVES-DAVID BARROUKH (Signature of Seller)	Date:03/03/2023 03:49 PM
367	YVES R BARROUKH	Tax ID No.:
	(Typed or Printed Name of Seller)	
368	Title:	Telephone:
369	(Signature of Seller)	Date:
370	(Typed or Printed Name of Seller)	Tax ID No.:
371	Title:	Telephone:
372	Seller's Address for purpose of notice:	
373	Facsimile:	Email:
	not be used in complex transactions or with extensive riders or additions. This form user as REALTOR*, REALTOR* is a registered collective membership mark which is	of any provision of this form in any specific transaction. This standardized form should is available for use by the entire real estate industry and is not intended to identify the may be used only by real estate licensees who are members of the NATIONAL pright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this
	Buyer ( ) and Seller ) ( ) acknowledge receipt	of a copy of this page, which is Page 8 of 8 Pages.
s	CC-5 Rev 9/17 erial#: 090467-700167-7898331	©2017 Florida Realtors* Form Simplicity

## File Attachments for Item:

7. City Council Resolution No. 2023-047 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Seven to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the resurfacing of SW Grandview Street; providing for a payment for the professional services at a cost not to exceed \$72,900.00; and providing an effective date.

MEETING DATE	

## CITY OF LAKE CITY Report to Council

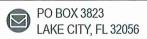
COUNCIL AGENDA					
SECTION					
ITEM					
NO.					

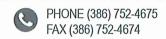
SUBJECT: NFPS TA# 7 For SW Grandview Street Repaving

**DEPT / OFFICE:** Public Works

Originator: Brenda Karr					
City Manager	Department Director	Date			
Paul Dyal	Steve Brown	4/12/2023			
Recommended Action:					
Approve Task Assignment					
Summary Explanation & Background:					
Engineer plans are required since funding for this part of Grandview Street (from Faith Road to McFarlane Avenue) is under SCOP Grant. FLDOT SCOP Grant approval was obtained on 1/3/2023 for RES: 2023-002. NFPS proposed price not to exceed \$72,900.00.					
Alternatives:					
Not approve					
Source of Funds:					
Grant Funded					
Financial Impact:					
\$72,900.00					
Exhibits Attached: NFPS Task Assignment 7 Grandview Street Res.: 2023-002 Grant Agreement					









## TASK ORDER FOR ENGINEERING SERVICES SW GRANDVIEW STREET – RESURFACING

caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

Gregory G. Bailey, P.E.

President

**EXHIBIT A: SCOPE OF SERVICES** 

#### SW GRANDVIEW STREET - RESURFACING

## Task 1: Survey

NFPS will conduct a topographic survey of the existing roadway conditions limited to the existing right of way of SW Grandview Street per the Columbia County Property Appraisers documentation from Faith Road to McFarlane Avenue. The survey will be used for design purposes only.

## **Task 2: Geotechnical Investigation**

NFPS will take up to eight (8) pavement cores distributed throughout the project limits to aid in the pavement design of the project.

### **Task 3: Construction Plans**

NFPS will produce construction plans to include the following:

- 1. Key sheet
- 2. Signature sheet
- 3. Typical section(s)
- 4. Turnout details
- 5. General Notes
- 6. Roadway plan sheets
- 7. Storm water pollution prevention plan (SWPPP)
- 8. Traffic control plan
- 9. Project control plan
- 10. Summary of quantities
- 11. MISC. details

#### **Task 4: Construction Cost Estimate**

NFPS will produce an itemized construction cost estimate for the project.

### Task 5: FDOT Submittal & Review Process

NFPS will perform the following tasks:

- 1. Assist the City with the FDOT progress reports during the design period.
- 2. Submit final plans and construction cost estimate to FDOT for review, and address comments that are received from FDOT.

### **Task 6: Construction Administration**

NFPS will perform the following tasks:

- 1. Prepare the bid package for the project.
- 2. Assist the City with administration of the bidding process, including attending the preconstruction meeting.

### **Assumptions & Conclusions:**

- It is assumed that there shall be no right of way acquisition required for this project.
- Right of way maps are not included in this scope of services.
- It is assumed that there will be no wetland impacts within the project limits.
- No permitting is included in this scope of services.

#### CITY COUNCIL RESOLUTION NO. 2023-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE AWARD OF UP TO \$502,156.00, FROM THE DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN, CONSTRUCTION, AND CEI FOR THE RESURFACING OF GRANDVIEW STREET FROM FAITH ROAD TO MCFARLANE AVENUE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), desires to accept a grant offer from, and enter into a State-Funded Grant Agreement, State of Florida, Department of Transportation (hereinafter "FDOT"), for the design, construction, and CEI for the resurfacing of Grandview Street from Faith Road to McFarlane Avenue (hereinafter the "Project"); and

**WHEREAS**, the FDOT offers and agrees to pay, one hundred percent (100%) of the allowable costs incurred in accomplishing the Project, in an amount not to exceed \$502,156.00; and

**WHEREAS**, the City desires to enter into a State-Funded Grant Agreement with FDOT, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (hereinafter the "Agreement").

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

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

**Section 2**. The City is hereby authorized to accept the grant funds from FDOT pursuant to the terms of the Agreement.

**Section 3.** The Mayor, and city administration, are authorized to execute the Agreement and related documentation for, and on behalf of, the City to facilitate the purpose set forth herein.

**PASSED AND ADOPTED** at a meeting of the City Council this <u>3</u> day of January 2023.

CITY OF LAKE CITY, FLORIDA

ATTEST:

APPROVED AS TO FORM AND

LEGALITY:

City Attorney

CONTRACT #

2023-015

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

### **EXHIBIT A**

525-010-60 PROGRAM MANAGEMENT 09/22

FPN:	441428-2-54-01	Fund: <u>SCRC</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN:		Fund: Org Code:	FLAIR Category:FLAIR Obj:
FPN:		Fund: Org Code:	FLAIR Category:FLAIR Obj:
Coun	ty No: <u>29</u>	G2G60 Contract No:	Vendor No: <u>F596000352018</u>
Depa: NOW; agree	rtment and the Recipient are THEREFORE, in considerate to the following:  Authority: The Department and (select the applicable) □ Section 339.2817 Flor □ Section 339.2818 Flor □ Section 339.2816 Flor □ Section 339.2819 Flor □ Insert Legal Authority  The Recipient by Resolute	e sometimes referred to in this Agreeme ation of the mutual benefits to be derived ent is authorized to enter into this Agree estatutory authority for the program(s) be ida Statutes, County Incentive Grant Proida Statutes, Small County Outreach Proida Statutes, Small County Road Assisting Statutes, Transportation Regional In Insert Funding Program Name, Insert ion or other form of official authorization	ogram (CIGP), (CSFA 55.008) ogram (SCOP), (CSFA 55.009) ance Program (SCRAP), (CSFA 55.016) ocentive Program (TRIP), (CSFA 55.026)
2.	construction and CEI for the in Exhibit "A", Project I ("Project"); to provide Dep	ne resurfacing of Grandview St. from Fai Description and Responsibilities, atta artment financial assistance to the Recip	vide for the Department's participation in design, ith Road to McFarlane Ave., as further described ached to and incorporated into this Agreement pient; state the terms and conditions upon which er in which the Project will be undertaken and
3.	upon full execution by both If the Recipient does not c	n Parties and the Recipient shall comple omplete the Project within this time peri	the Project: This Agreement shall commence the the Project on or before December 31, 2026. od, this Agreement will expire on the last day of extension of the time period is requested by the

the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with

## STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

#### 6. Project Cost:

- a. The estimated cost of the Project is \$502.156.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", Schedule of Financial Assistance, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$502.156.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B". The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
  - Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
  - Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

#### STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

 Department approval of the Project scope and budget at the time appropriation authority becomes available.

#### 7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

525-010-60 PROGRAM MANAGEMENT

## STATE-FUNDED GRANT AGREEMENT

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- I. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

#### 525-010-60 PROGRAM MANAGEMENT

## STATE-FUNDED GRANT AGREEMENT

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

### 8. General Requirements:

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

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
   If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

### 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to

#### STATE-FUNDED GRANT AGREEMENT

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- 10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:
  - a. The Recipient is responsible for obtaining all permits necessary for the Project.
  - b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
    - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
    - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
  - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
  - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
  - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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### STATE-FUNDED GRANT AGREEMENT

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O"**, **Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a.	The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient	its (		ife.							
		[	⊠ shall	not							
	maintain the improvements located on the	e De	epartme	ent ric	aht-of-v	wav ma	de for	their us	seful life	e. If the R	ecipient

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

- 12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

### STATE-FUNDED GRANT AGREEMENT

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

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

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

And

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

 Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

#### 525-010-60 PROGRAM MANAGEMENT

#### STATE-FUNDED GRANT AGREEMENT

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

#### 13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### 14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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#### STATE-FUNDED GRANT AGREEMENT

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### 15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

#### 16. Exhibits.

a.	Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
b.	☑ The Project will involve construction, therefore, <b>Exhibit "C"</b> , Engineer's Certification of Compliance is attached and incorporated into this Agreement.
c.	Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then <b>Exhibit "H"</b> , Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
d.	☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then <b>Exhibit "K"</b> , Advance Project Reimbursement is attached and incorporated into this Agreement.
e.	☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, <b>Exhibit O</b> , <b>Terms</b> and <b>Conditions of Construction in Department Right-of-Way</b> , is attached and incorporated into this Agreement.
f.	The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement:

#### STATE-FUNDED GRANT AGREEMENT

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## g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

\*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s):

The remainder of this page intentionally left blank.

<sup>\*</sup>Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

RECIPIENT City of Lake City

## 525-010-60 PROGRAM MANAGEMENT 09/22

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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

		DEPARTMENT OF TRANSPORTATION  Docusigned by:
By: _ Name: _ Title: _	Stephen M. Witt Mayor	By:  Grag Evans  Name: Greg Evans  Title: District Two Secretary
		Legal Review:  By:  O1/19/2023   2:38 PM ES  Name:  Angela Hensel

STATE OF FLORIDA,

Alt Form 525-010-60eA

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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## **EXHIBIT A**

### PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: <u>441428-2-54-01</u>
This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Lake City (the Recipient)
PROJECT LOCATION:
The project is on the National Highway System.
☐ The project is on the State Highway System.
PROJECT LENGTH AND MILE POST LIMITS: Project Length: 1.109 BMP 0.00 EMP 1.109
PROJECT DESCRIPTION: Design, Construction and CEI for the resurfacing of Grandivew St. from Faith Rd. to McFarlane Ave.
SPECIAL CONSIDERATIONS BY RECIPIENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.
City of Lake City will provide design plans for review and comment.
The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:
Design to be completed by June 30, 2024 Construction contract to be let by December 31, 2024 Construction to be completed by December 31, 2026
If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

## SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Agency is required to submit a Railroad, Right of Way, and Utility Certification, Engineer's Estimate and email that CCNA was followed for both design and construction. The Agency shall provide as-builts or plan mark-ups at the completion of the project. Time extensions will only be granted for circumstances outside of the Agency's control.

Alt Form 525-010-60eB

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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## EXHIBIT B SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:  City of Lake City 205 N. Marion Ave. Lake City, FL 32055-3918					
			MAXIMUM P	ARTICIPATION	
PHASE O	F WORK by Fiscal Year:	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind☐ Cash
	Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00 %	
Right-of-Way- Phase 4	14 Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind Cash
······································	Total Right-of-Way Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 5 FY:	4 Maximum Department Participation (Insert Program Name	\$	\$	. \$	In-Kind
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind Cash
	Total Construction Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Const	truction Engineering and Inspection Cost	\$ 0.00	\$ 0.00 %	\$ 0.00 %	
(Phase : -54 Design, Construction and CEI) FY: 2023	Maximum Department Participation (ISmall County Outreach Project)	\$502,156.00	\$	\$502,156.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
	Total Cost	\$502,156.00 %	\$ 0.00	\$502,156.00 %	
	TOTAL COST OF THE PROJECT	\$502,156.00	\$ 0.00	\$502,156.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Amanda Dicks				
District Grant Manager Name		<del></del>		
DocuSigned by:				
Amanda Dicks	01/19/2023	2:30	PM	EST
Signature Signature	Date			

Alt Form 525-010-60eC

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0C PROGRAM MANAGEMENT 05/21 Page 1 of 2

### **EXHIBIT C**

## **ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

#### **NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Columbia County

PROJECT DESCRIPTION: <u>Design</u>, <u>Construction</u>, <u>and CEI for the resurfacing of Grandview St.</u> from Faith Rd. to McFarlane Ave.

trom Faith Rd. to McFarlane Ave.	
FPID#: 441428-2-54-01	
	of the State-Funded Grant Agreement, the undersigned y this Agreement is complete as of, 20
Ву:	
Name:	
Title:	
In accordance with the Terms and Conditions of certifies that all work which originally require completed in compliance with the Project constitution been made from the approved plans, a list of a reason to accept each deviation, will be attached	of the State-Funded Grant Agreement, the undersigned ed certification by a Professional Engineer has been truction plans and specifications. If any deviations have all deviations, along with an explanation that justifies the ached to this Certification. Also, with submittal of this partment a set of "as-built" plans certified by the Engineer
	By: P.E.
SEAL:	Name:
	Date:

Alt Form 525-010-60eD

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0D PROGRAM MANAGEMENT 05/21 Page 1 of 1

## **EXHIBIT D**

## RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Alt Form 525-010-60eF

## STATE-OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0F PROGRAM MANAGEMENT 05/21 Page 1 of 2

#### **EXHIBIT F**

# CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

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

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

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

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

Alt Form 525-010-60eJ

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0J PROGRAM MANAGEMENT 09/20 Page 1 of 1

## **EXHIBIT J**

## STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:				
Awarding Agency:	Florida Department of Transportation			
State Project Title and CSFA Number:	<ul> <li>□ County Incentive Grant Program (CIGP), (CSFA 55.008)</li> <li>□ Small County Outreach Program (SCOP), (CSFA 55.009)</li> <li>□ Small County Road Assistance Program (SCRAP), (CSFA 55.016)</li> <li>□ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)</li> <li>□ Insert Program Name, Insert CSFA Number</li> </ul>			
*Award Amount:	\$502,156.00			
*The state award amount may change with supplemental agreements				
Specific project information for CSFA Number is provided at: <a href="https://apps.fldfs.com/fsaa/searchCatalog.aspx">https://apps.fldfs.com/fsaa/searchCatalog.aspx</a>				
COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:				
•	Compliance Requirements for CSFA Number are provided at: fsaa/searchCompliance.aspx			

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

TJK/alj 12/15/2022

### CITY COUNCIL RESOLUTION NO. 2023-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE AWARD OF UP TO \$502,156.00, FROM THE DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN, CONSTRUCTION, AND CEI FOR THE RESURFACING OF GRANDVIEW STREET FROM FAITH ROAD TO MCFARLANE AVENUE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), desires to accept a grant offer from, and enter into a State-Funded Grant Agreement, State of Florida, Department of Transportation (hereinafter "FDOT"), for the design, construction, and CEI for the resurfacing of Grandview Street from Faith Road to McFarlane Avenue (hereinafter the "Project"); and

**WHEREAS**, the FDOT offers and agrees to pay, one hundred percent (100%) of the allowable costs incurred in accomplishing the Project, in an amount not to exceed \$502,156.00; and

WHEREAS, the City desires to enter into a State-Funded Grant Agreement with FDOT, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (hereinafter the "Agreement").

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

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

**Section 2**. The City is hereby authorized to accept the grant funds from FDOT pursuant to the terms of the Agreement.

**Section 3.** The Mayor, and city administration, are authorized to execute the Agreement and related documentation for, and on behalf of, the City to facilitate the purpose set forth herein.

PASSED AND ADOPTED at a meeting of the City Council this 3rd day of January 2023.

CITY OF LAKE CITY, FLORIDA

By: Styl Mill

Stephen M. Witt, Mayor

ATTEST:

By: Quelley E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon, III

City Attorney

To: Amanda.Dicks@dot.state.fl.us

#### FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2G60

1/19/2023

#### **CONTRACT INFORMATION**

Contract:	G2G60
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF LAKE CITY
Vendor ID:	F596000352018
Beginning Date of This Agreement:	01/18/2023
Ending Date of This Agreement:	; 12/31/2026
Contract Total/Budgetary Ceiling:	ct = \$502,156.00
Description:	Design, Construction and CEI for the resurfacing of Grandview St. from Faith Road to McFarlane Ave.

#### **FUNDS APPROVAL INFORMATION**

#### FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/19/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AJ
Object Code:	751000
Amount:	\$502,156.00
Financial Project:	44142825401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	085576/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$502,156.00

#### CITY COUNCIL RESOLUTION NO. 2023-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER SEVEN TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE RESURFACING OF SW GRANDVIEW STREET; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$72,900.00; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter "NFPS"), as authorized by City Council Resolution No. 2021-183 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the "Airport"), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

**WHEREAS**, the Continuing Contract provides that NFPS shall perform services for the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project with the scope of the work to be performed and compensation to be paid defined by and embodied in a separate Task Assignment; and

**WHEREAS**, the City desires to enter into Task Assignment Number Seven to its Continuing Contract with NFPS for engineering services related to the resurfacing of SW Grandview Street, pursuant to the terms and conditions of Task Assignment Number Seven, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not-to-exceed seventy-two thousand, nine hundred dollars and zero cents (\$72,900.00).

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

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

**Section 2.** The City is hereby authorized to enter into Task Assignment Number Seven with NFPS for the additional services.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Seven as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Seven in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and NFPS shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of May 2023.

#### CITY OF LAKE CITY, FLORIDA

	By: Stephen M. Witt, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By:Audrey E. Sikes, City Clerk	By: Thomas J. Kennon, III, City Attorney

TASK ASSIGNMENT NUMBER SEVEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE RESURFACING OF SW GRANDVIEW STREET

THIS TASK ASSIGNMENT NUMBER SEVEN is made and entered into this \_\_\_\_\_ day of May 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and NORTH FLORIDA PROFESSIONAL SERVICES, INC., a Florida corporation (herein referred to as "Consultant").

#### **RECITALS**

- A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2021-183 (the "Continuing Contract").
- B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.
- C. The City is in need of professional engineering services related to the resurfacing of SW Grandview Street from Faith Road to McFarlane Avenue, and the City desires to enter into this Task Assignment Number Seven with Consultant for such services pursuant to the terms and conditions contained herein.

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

- 1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Seven.
- 2. **PROJECT**: The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in "Exhibit A" titled *Task Order for Engineering Services*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Seven.
- 3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of seventy-two, nine hundred dollars and zero cents (\$72,900.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.
- 4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.
- 5. **ATTORNEYS' FEES AND COSTS**: In the event of a breach of the Continuing Contract or any provision of this Task Assignment by either party, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or this Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.
- 6. **ENTIRE AGREEMENT**: This Task Assignment Number Seven, the Continuing Contract, and "Exhibit A", constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings

with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Seven may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

- 7. **PARTIES BOUND**: This Task Assignment Number Seven shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.
- 8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN**: This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

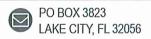
[Remainder of this page intentionally left blank. Signature page to follow.]

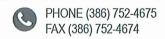
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Assignment Number Seven as of the day and year first above written.

#### CITY OF LAKE CITY, FLORIDA

	By: Stephen M. Witt, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By: Audrey E. Sikes, City Clerk	By: Thomas J. Kennon, III, City Attorney
	NORTH FLORIDA PROFESSIONAL SERVICES, INC.
	By: Gregory G. Bailey, President









#### TASK ORDER FOR ENGINEERING SERVICES SW GRANDVIEW STREET – RESURFACING

SW GRANDVIEW STREET - RESURFACING					
This agreement made this day of April 2023 by and between the City of Lake City, herein referred to as the CITY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:					
The CITY intends to resurface SW Grandview Street, from Faith Road to McFarlane Avenue, herein after referred to as the PROJECT.					
SCOPE The CONSULTANT agrees to provide design engineering services, as per Exhibit A Scope of Services.					
FEE The CONSULTANT agrees to provide these services for a lump sum fee of Seventy-Two Thousand Nine Hundred Dollars (\$72,900.00). This is in accordance with the Master Contract between CITY and CONSULTANT.					
This Task Order constitutes a Project Agreement for the PROJECT.					
IN WITNESS THEREOF, City of Lake City, Florida, through its City Council has caused this instrument to be executed on the day and year first shown above.					
CITY COUNCIL CITY OF LAKE CITY, FLORIDA					
Attest:					
BY:					
Clerk Mayor					
IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has					

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

Gregory G. Bailey, P.E.

President

**EXHIBIT A: SCOPE OF SERVICES** 

#### SW GRANDVIEW STREET - RESURFACING

#### Task 1: Survey

NFPS will conduct a topographic survey of the existing roadway conditions limited to the existing right of way of SW Grandview Street per the Columbia County Property Appraisers documentation from Faith Road to McFarlane Avenue. The survey will be used for design purposes only.

#### **Task 2: Geotechnical Investigation**

NFPS will take up to eight (8) pavement cores distributed throughout the project limits to aid in the pavement design of the project.

#### **Task 3: Construction Plans**

NFPS will produce construction plans to include the following:

- 1. Key sheet
- 2. Signature sheet
- 3. Typical section(s)
- 4. Turnout details
- 5. General Notes
- 6. Roadway plan sheets
- 7. Storm water pollution prevention plan (SWPPP)
- 8. Traffic control plan
- 9. Project control plan
- 10. Summary of quantities
- 11. MISC. details

#### **Task 4: Construction Cost Estimate**

NFPS will produce an itemized construction cost estimate for the project.

#### Task 5: FDOT Submittal & Review Process

NFPS will perform the following tasks:

- 1. Assist the City with the FDOT progress reports during the design period.
- 2. Submit final plans and construction cost estimate to FDOT for review, and address comments that are received from FDOT.

#### **Task 6: Construction Administration**

NFPS will perform the following tasks:

- 1. Prepare the bid package for the project.
- 2. Assist the City with administration of the bidding process, including attending the preconstruction meeting.

#### **Assumptions & Conclusions:**

- It is assumed that there shall be no right of way acquisition required for this project.
- Right of way maps are not included in this scope of services.
- It is assumed that there will be no wetland impacts within the project limits.
- No permitting is included in this scope of services.

#### File Attachments for Item:

8. City Council Resolution No. 2023-048 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution and submission of the application for Federal Assistance for FY 2023 NP Entitlement Grant Application - design; providing for a request for a grant award of up to \$165,000.00 in eligible costs associated with the South Airfield Drainage Study at the Lake City Gateway Airport; and providing an effective date.

MEETING DATE	

#### CITY OF LAKE CITY Report to Council

COUNCIL AGENDA				
SECTION				
ITEM				
NO.				

**SUBJECT:** South Airfield Drainage Study

**DEPT / OFFICE:** Airport

Originator:	Laura Kraft		
City Manager	•	Department Director	Date
	Paul Dyal	Dee Johnson	3/29/2023

#### **Recommended Action:**

Create and execute a resolution authorizing the FAA to assist financially via the Public Transportation Grant Agreement (PTGA). This PTGA covers 100% of the estimated project cost of \$165,000.00. State will contribute 10% and FAA will contribute 90% of the funds required.

#### Summary Explanation & Background:

The South Airfield Drainage Study encompasses approximately 260 acres of the airport property. This study will include permitting, data collection, topographic survey data to locate existing drainage structures, stormwater modeling for developing a drainage network as well as ensuring the current drainage infrastructure will support future developments at the airport.

#### **Alternatives:**

The city would need to secure a loan to achieve the requirements needed to implement an extensive stormwater drainage study of this magnitude.

#### Source of Funds:

Department of Transportation Public Transportation Grant FAA

#### **Financial Impact:**

No cost to the city or airport

#### **Exhibits Attached:**

**FAA Grant Application** 

#### CITY COUNCIL RESOLUTION NO. 2023-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FLORIDA. AUTHORIZING THE EXECUTION SUBMISSION **OF** THE **APPLICATION FOR FEDERAL** ASSISTANCE FOR  $\mathbf{F}\mathbf{Y}$ 2023 NP ENTITLEMENT **GRANT** APPLICATION - DESIGN; PROVIDING FOR A REQUEST FOR A GRANT AWARD OF UP TO \$165,000.00 IN ELIGIBLE COSTS ASSOCIATED WITH THE SOUTH AIRFIELD DRAINAGE STUDY AT THE LAKE CITY GATEWAY AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to conduct a drainage study for the existing stormwater system serving Taxiway B and the southern extents of the airfield, totaling approximately 260 acres of the airport property (hereinafter the "Project"); and

**WHEREAS,** the total Project cost is estimated not to exceed \$165,000.00 and the Florida Department of Transportation (hereinafter "FDOT") is providing ten percent (10%), totaling \$16,500.00, the Federal Aviation Administration (hereinafter the "FAA") is providing up to ninety percent (90%), totaling \$148,500.00; and

**WHEREAS,** the City has applied for and accepted \$16,500.00 from FDOT through City Council Resolution No. 2023-030 for this Project; and

**WHEREAS**, the grant funds would allow the City to develop the Project which is required pursuant to federal and state regulations; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to authorize the execution and submission of the FY 2023 NP Entitlement Grant Application – Design (hereinafter the "Application") documentation for grant funding, a copy of which is attached hereto.

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

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

**Section 2.** The City Council directs the Mayor or the City Manager to sign

all necessary certifications of the Application.

**Section 3.** The City Council directs the Mayor or the City Manager to execute and submit the FY 2023 NP Entitlement Grant Application - Design to the Federal Aviation Administration for federal approval.

**Section 4.** The City Council authorizes the Mayor or the City Manager to submit additional information in a timely manner as may be required by the Application, award agreement, or other State or Federal requests related to said Application and award agreement.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of May 2023.

	CITY OF LAKE CITY, FLORIDA
	By: Stephen M. Witt, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By: Audrey E. Sikes, City Clerk	By: Thomas J. Kennon, III, City Attorney

#### **Federal Assistance Request Checklist**

Airport:	Lake City Gateway Airport (LCQ)
Sponsor:	City of Lake City
City, State:	Lake City, Florida
Date of Application:	March 2023
Type of Application:	FY 2023 NP Entitlement Grant Application - Design

Cov	er l	Letter:
	<ol> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> </ol>	Letter of Credit method of payment requested.  Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)  If pre-application, proposed application date identified.  If application, any changes to requested amount are identified and reasons provided.  If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.  If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.
<u>Pre</u>	Аp	plication:
	8. 9. 10. 11. 12. 13. 14.	Standard Form 424; Form 5100-100 (Part II and Part III)  Detailed Project Information Sheet  Project Cost Estimates – One for each project and a summary  Project Sketch – One for each or one drawing with all projects  Environmental Determination Documentation for each project (CATEX Checklist, Copy of FONSI or ROD Signature Page)  Individual Project Schedules  Airport Sponsor AIP Certifications  Exhibit "A" (Airport Property Inventory Map)  Exhibit "C" (Title Opinion)
App	olica	ation:
	14. 15.	Standard Form 424; Form 5100-101 (Part II); Form 5100-101 (Part III)  Detailed Project Information Sheet Individual Project Cost Breakdowns and Total Cost Summary  Bid Tabulations and Recommendation for Award Letter or:  16.1 Construction Agreement 16.2 Consultant-Inspection Agreement 16.3 Consultant – Design Agreement 16.4 Consultant – Planning Agreement
	18. 19. 20. 21. 22. 23.	Project Sketch – One for each or one drawing with all projects Environmental Determination Documentation for each project Individual Project Schedules Appraisals (Land Acquisition Projects) Independent Cost Estimates (Design-Only Projects or Construction Phase Services) Airport Sponsor AIP Certifications Exhibit "A" (Airport Property Inventory Map) Exhibit "C" (Title Opinion)

Standard Form 424

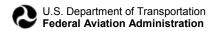
OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for Federal Assistance SF-424						
* 1. Type of Submission:  Preapplication  Application  Changed/Corrected Application		⊠ Ne	w		Revision, select appropriate letter(s): ner (Specify):	
* 3. Date Received:		4. Applio	cant Identifier:			
5a. Federal Entity Iden	ntifier:			5	b. Federal Award Identifier:	
State Use Only:				<u> </u>		
6. Date Received by S	State:		7. State Application I	den	tifier:	
8. APPLICANT INFO	RMATION:					
* a. Legal Name: Ci	ty of Lake Ci	ty				
* b. Employer/Taxpaye	er Identification Num	nber (EIN	/TIN):	I⊢	c. UEI:	
d. Address:						
Street2:	205 N. Marion Street  Lake City					
County/Parish:  * State:  Province:					FL: Florida	
* Country:					USA: UNITED STATES	
* Zip / Postal Code:	32055-0000					
e. Organizational Ur	nit:					
Department Name:					ivision Name:	
f. Name and contact	t information of pe	erson to	be contacted on ma	tte	rs involving this application:	
Prefix: Mr.  Middle Name: Witt  * Last Name: Witt  Suffix:	E.	]	* First Name	=	Stephen	
Title: City Mayor						
Organizational Affiliati						
* Telephone Number:	386-719-5759				Fax Number:	
* Email: witts@lc	fla.com					

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number:
20.106
CFDA Title:
Airport Improvement Program
* 12. Funding Opportunity Number:
N/A
* Title:
N/A
13. Competition Identification Number:
N/A
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:
South Airfield Drainage Study (Design) & DBE Plan Update
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments

Application for Federal Assistance SF-424				
16. Congressional Districts Of:				
* a. Applicant 5 * b. Program/Project 5				
Attach an additional list of Program/Project Congressional Districts if needed.				
Add Attachment Delete Attachment View Attachment				
17. Proposed Project:				
* a. Start Date: 07/01/2023				
18. Estimated Funding (\$):				
* a. Federal 148,500.00				
* b. Applicant				
* c. State 13,200.00				
* d. Local 3,300.00				
* e. Other				
* f. Program Income				
* g. TOTAL 165,000.00				
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?				
a. This application was made available to the State under the Executive Order 12372 Process for review on				
b. Program is subject to E.O. 12372 but has not been selected by the State for review.				
∑ c. Program is not covered by E.O. 12372.				
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)				
☐ Yes ☐ No				
If "Yes", provide explanation and attach				
Add Attachment Delete Attachment View Attachment				
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)  ** I AGREE				
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.				
Authorized Representative:				
Prefix: Mr. * First Name: Stephen				
Middle Name:				
* Last Name: Witt				
Suffix:				
* Title: City Mayor				
* Telephone Number: 386-719-5759 Fax Number:				
* Email: witts@lcfla.com				
* Signature of Authorized Representative: * Date Signed:				

Standard Form 5100-100 (Part II)



#### **Application for Federal Assistance (Development and Equipment Projects)**

#### PART II - PROJECT APPROVAL INFORMATION

Part II - SECTION A				
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.				
Item 1.  Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?			□No	
Item 2. Can Sponsor commence the work identif grant is made or within six months after t	ied in the application in the fiscal year the he grant is made, whichever is later?	⊠ Yes	□No	□ N/A
Item 3.  Are there any foreseeable events that we provide attachment to this form that lists	ould delay completion of the project? If yes, the events.	Yes	⊠No	□ N/A
Item 4.  Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).				
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.			⊠No	□ N/A
☐ The project is included in an approve	ed PFC application.			
If included in an approved PFC a	application,			
does the application only addres	s AIP matching share?			
☐ The project is included in another Federal Assistance program. Its CFDA number is below.				
Item 6.         Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe       ☐ Yes       ☒ No       ☐ N/A         Indirect Cost Proposals?				
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:				
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.				
☐ Negotiated Rate equal to on	% as approved by (Date) (2 CFR part 200, appendix VII).	(the	Cogniza	nt Agency)
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.				

#### **PART II - SECTION B**

#### **Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes.

- **2. Defaults** The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith: True.
- 3. Possible Disabilities There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

True.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes.

**8.** Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Yes.

OMB CONTROL NUMBER: 2120-0569 OMB EXPIRATION DATE: 6/30/2023

PART II – SECTION C (Continued)		
9. <b>Exclusive Rights</b> – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:  True.		
10. <b>Land</b> – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1] Tax Parcel No. 35-3S-17-07322-000		
The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.		
(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1] Yes.		
(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]  Yes.		

<sup>&</sup>lt;sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Standard Form 5100-100 (Part III)

#### **PART III - BUDGET INFORMATION - CONSTRUCTION**

#### **SECTION A - GENERAL**

1. Assistance Listing Number:

2. Functional or Other Breakout: Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			154000
5. Other Architectural engineering fees - Subconsultant			9000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous - Independent Fee Estimate			2000
14. Subtotal (Lines 1 through 13)			165000
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			165000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			165000
19. Federal Share requested of Line 18			148500
20. Grantee share			3300
21. Other shares (FDOT 8%)			13200
22. TOTAL PROJECT (Lines 19, 20 & 21)			165000

SECTION C - EXCLUSIONS		
23. Classification (Description of non-participating work)	Amount Ineligible for Participation	
a.		
0.		
o.		
d.		
9.		
f.		
g. Total	0	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
24. Grantee Share – Fund Categories	Amount	
a. Securities	0	
b. Mortgages		
c. Appropriations (by Applicant)		
d. Bonds		
e. Tax Levies		
f. Non-Cash		
g. Other (Explain):		
h. <b>TOTAL</b> - Grantee share	0	
25. Other Shares	Amount	
a. State		
b. Other		
c. <b>TOTAL</b> - Other Shares	0	
26. TOTAL NON-FEDERAL FINANCING		

SECTION E – REMARKS (Attach sheets if additional space is required)		
	SECTION E – REMARKS (Attach sheets if additional space is required)	

Detailed Project Information Sheet

# Lake City Gateway Airport (LCQ) Airport Improvement Program FY 2023 Grant Application

#### **Detailed Project Information**

Airport: Lake City Gateway Airport (LCQ)

City, State: Lake City, Florida

Project Title: South Airfield Drainage Study (Design) & DBE Plan Update

Project Description: Perform drainage study and analysis of the Lake City Gateway

Airport south airfield. Study elements will document existing conditions, identify drainage networks, model future development needs and recommend proposed improvements to facilitate future airfield and city owned property development south of Runway 10-28. The project also includes the development of the Sponsors FY24

FY26 DBE Plan and Goal update.

Project Justification: The Study is necessary to identify and address existing and future

drainage facilities that are in various degrees of disrepair, including but not limited to existing pipes, culvert crossings, swales, and inlet

structures.

Special Circumstances: None.

Project Cost Information:

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$165,000	\$148,500	\$13,200	\$3,300

Type of Funding Proposed (FAA Share Only)				
Fund Type	<u>Funds Available</u>	Funds to be Used	Funds Remaining	
NP Entitlement FY-23	\$150,000	\$148,500	\$1,500	
Total	\$150,000	\$148,500	\$1,500	

Alternate Funding Plan: None.

# Individual Project Cost Breakdown and Total Cost Summary

#### Lake City Gateway Airport (LCQ) Airport Improvement Program FY 2023 Grant Application

#### **Project Costs**

Project Title: South Airfield Drainage Study (Design) & DBE Plan Update

	Cost (100%)	FAA (90%)
Professional Consultant Services:		
Design Phase Services	\$154,000	\$138,600
DBE Plan Update FY24 – FY26	\$9,000	\$8,100
Independent Fee Estimate	\$2,000	\$1,800
Total Amount	\$165,000	\$148,500
	'	
Total Estimated Project Cost (100%)	\$165,000	
Total FAA Share Cost (90%)	\$148,500	

# Consultant Agreement: Supplemental Agreement 23-28

#### City of Lake City



# Lake City Gateway Airport South Airfield Drainage Study

## Design, Grants Administration, and DBE Plan <u>Update</u>

by

Passero Associates, LLC

(PA Project No. 20070044.0028)

Supplemental Agreement 23-28

#### Supplemental Agreement 23-28 **South Airfield Drainage Study** Lake City Gateway Airport, Lake City, Florida

PASSERO ASSOCIATES, LLC (PA or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Contract for Professional Airport Engineering Services, dated August 22, 2022, with the of City of Lake City (City or "Client"), all of which terms and conditions are incorporated herein by reference:

Project Location: Lake City Gateway Airport, 3524 East US Highway 90, Lake City, Florida, 32055

Project Description: Conduct a drainage study for the existing stormwater system serving Taxiway B and the southern extents of the

airfield, including portions of the MRO lease area, totaling approximately 260 and appropriateness of existing drainage pipes, ditches, and other features to drainage patterns and infrastructure needs to support future development. The Business Enterprise (DBE) Goal Methodology and Plan Update.	acres. The purpose of the project is to confirm the size, type ensure the safe operation of the airport and understand the
Scope of Basic Services: Grants Administration, Professional Civil Engineer	ring Services (Attachment A-1: Scope of Work).
Scope of Special Services: Disadvantaged Business Enterprise (DBE) Goa	l Methodology and Plan Update.
<u>City Manager</u> : Mr. Paul Dyal	
City Project Coordinator: Mr. Demetrius Johnson, Interim Assistant City Ma	anager
PA Program Manager: Mr. Bradley Wente, PE	
PA Project Manager: Ms. Leona Lewis, PE	
Basic Services Compensation and Method of Payment:	Lump Sum Not-to-Exceed: \$ 154,000.00
Special Services Compensation and Method of Payment:	Lump Sum Not-to-Exceed: \$ 9,000.00
Total Project Cost (See Attachment A-1: Schedule B):	Lump Sum Not-to-Exceed: \$ 163,000.00
Schedule: See Attachment A-1	
<u>Meetings</u> : Four (4) Project Review Meetings	
<u>Deliverables</u> : Per Section II, Basic Services and Section III, Special Services	es
"Client" - City of Lake City	"Consultant" – Passero Associates, LLC
By:	By:
Stephen M. Witt, Mayor Typed Name, (Title)	Bradley Wente, Vice President Typed Name, (Title)
ATTEST:	ATTEST:
BY:	BY:
Name, (Title)	Angela Witt, Grants and Contracts Administrator Name, (Title)

#### Attachment A-1: South Airfield Drainage Study Lake City Gateway Airport, Lake City, Florida

#### I. Project Description

Conduct a drainage study for the existing stormwater system serving Taxiway B and the southern extents of the airfield, including portions of the MRO lease area, totaling approximately 260 acres. Infrastructure within the existing drainage system is known to be aged, with several collapsed pipes. The purpose of the project is to confirm the size, type and appropriateness of existing drainage pipes, ditches and other features to ensure the safe operation of the airport and understand the drainage patterns and infrastructure needs to support future development.

The project also includes development of a Disadvantaged Business Enterprise (DBE) Goal Methodology and Plan Update.

#### II. Basic Services

The objective of this drainage study is to evaluate the capacity of the existing stormwater management system and make recommendations for future drainage improvements. The stormwater management system includes storm drainage pipes, manholes, inlets, open channels, and stormwater management facilities within the project limits, but does not include offsite conveyances downstream of the airport.

Development of the drainage study will require completion of the following tasks:

#### A. Grants Administration

The Consultant shall aid the City by acting as its liaison and Project coordinator with FAA during the Project's design. In addition, the Consultant shall assist the City in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Preparation of grant application packages; coordination of their execution by the City; and submission to the funding agencies.
- During the Design Phase, to aid the City by acting as its liaison and Project coordinator with the funding agencies.
- Perform Project management duties such as Project planning, invoice preparation, schedule coordination, coordination of design team and internal cost control.
- Schedule coordination: Consultant shall provide continued coordination so that Project schedules are
  met for work included in this contract. Phases of design may be delayed by the FAA or other review
  agencies.

#### B. Data Gathering

The data gathering phase will include evaluation (location, size, condition) of existing drainage structures and topographic survey data to be provided by LCQ, review of previous construction plans, Water Management District permits, available GIS and LIDAR data. Passero staff will conduct a field review/visual assessment of existing drainage structures within the project limits to confirm location and structure properties (where accessible).

- 1. Confirmation and mapping of the existing drainage infrastructure and verification of the existing drainage basins which collect and convey runoff to specific discharge points.
  - A visual assessment of the individual drainage components (drainage pipes, culverts, inlets, and open channels) will be conducted in the field by Passero staff to confirm the location of existing structures as needed. The resulting inventory of structures will be utilized to identify deficiencies based on material type and physical condition.

- Topography, land cover and land use within the drainage basins will be verified. Passero will rely on existing topographic data, plans, and surveys where available.
- A meeting will be held with the City to discuss the data findings and assumptions, and confirm the modelling goals prior to initiating the stormwater modelling phase.
- Consultant shall identify specific survey locations and supplement data with new field data as necessary using RTK GNSS GPS receiver.

#### C. Stormwater Modelling

The basins and infrastructure analyzed in item 1 above will be modeled using the Interconnected Channel and Pond Routing Model (ICPR) Version 4.0 software. ICPR is used to model hydrologic conditions to generate a runoff hydrograph from a drainage sub-basin and to hydrodynamically route stormwater flow through the conveyance system, combining the hydrologic and hydraulic modeling functions into one model. This phase will include review of NRCS Web Soil Survey GIS Data, LIDAR data obtained from the Water Management District, and FDEP's Geospatial Open Data – Land use Land Cover for the LCQ area. This data, in conjunction with the drainage structure inventory described in item 2 below, will be input into the ICPR 4.0 model to create the drainage network hydrologic properties that will be analyzed per items 3 and 4 below. This network will be the conceptual basis for making recommendations for drainage improvements.

- Compilation of LCQ's inventory of stormwater infrastructure, including the sizes, shapes, lengths, materials, and condition of the individual pipes, culvert, trench drains, and drainage structures which collectively make up the drainage system.
- 3. Estimation of the capacity of existing drainage structures within the project limits.
- 4. Analysis of the individual drainage basin sizes, shapes, surface conditions, soil types, and topographical features that define the stormwater runoff demand and detention time on the various storm drainage systems.

#### D. Engineers Report

Drainage improvement recommendations will be made following evaluation of the ICPR 4.0 model and review of the existing system capacity. A report describing the model assumptions, existing structures, capacity, and proposed improvements based on current limitations and future development will be provided.

- 5. Prepare recommendations for stormwater improvements to mitigate existing drainage concerns such as excessive ponding water caused by undersized or damaged drainage structures, or by increased runoff from developments.
- 6. Meet with the City to discuss recommendations for improvements and prioritize projects.
- 7. Meet with the City and FAA to discuss priority project funding.
- 8. Applicable recommendations with construction cost estimates and narratives will be compiled into the Airports Capital Improvements Project (CIP) list for future funding requests.

#### **General Considerations**

The drainage study will rely on data that has been made available by the Airport and its previous consultants, in addition to new data gathered by Passero Associates. Such data includes previously completed base drawings in CAD format along with topographic information such as elevation points and contours which may have developed from a combination of aerial and ground surveys that did not utilize a consistent vertical datum. Therefore, the recommendations of proposed improvements outlined in the drainage study must be confirmed during the design process.

As all master plans are conceptual in nature, continued evaluation and refinement will be required over time as development occurs in accordance with the ALP, and as the ALP itself is adjusted.

#### III. Special Services

**DBE Plan Update and Goal**: Receipt of a grant from the Florida Department of Transportation (FDOT) and/or FAA is anticipated in the future, which will reimburse the Sponsor for costs associated with the preparation of the DBE Plan. More specifically, the Planning Phase Services will include the following elements of work:

- 1. Prepare work scope and fees.
- 2. Scoping calls/e-mails with FDOT Aviation, Sponsor, Consultant, and Subconsultant.
- 3. Provide a proposed legal advertisement for public input into proposed DBE goals for the Early County Airport within seven (7) working days of the issuance of a "Notice to Proceed".
- 4. Develop interim goals for DBE participation in FAA projects with its associated methodology for the Early County Airport for coordination with the FAA within seven (7) working days following the issuance of a "Notice to Proceed".
- Within seven (7) working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to FAA.
- Develop a DBE Plan in accordance with 49 CFR, Part 26, suitable for final coordination with the Sponsor and the FAA.
- 7. Conduct stakeholder consultation teleconference.
- 8. Submit all documents to the FAA through civil-rights-connect.

#### IV. Exclusions

The following items are not included in this Work Order, such tasks should be included as part of the detailed design and construction plan preparation of the proposed improvements:

- ♦ National Environmental Policy Act (NEPA) assessments
- ♦ Detailed drainage design for construction
- Drainage permitting
- Construction permitting
- ♦ Geotechnical investigation and evaluation
- ♦ Topographic Survey (though RTK GNSS GPS data shall be provided).
- ♦ Grant administration for proposed improvements
- ♦ Environmental permitting

End of Scope of Services

#### Schedule B Passero Associates, LLC Consultant Services Fees and Costs

Airport: Lake City Gateway Airport
Project: South Airfield Drainage Study
PA Project No: 20070044.0028
Date: 3/6/2023

Prepared By: Leona Lewis									
			Em	ployee Classificat	ions				
Project Phases	Project Tasks	Project Officer	Project Manager	Sr. Engineer	Staff Engineer	Grants Administrator	Task Totals		Phase Totals
	Project Planning & Funding Agencies Coordination	2	16			8	\$ 1,232.26		
A. Grant & Administration	Grant Application Coordination & Submission	2	8			16	\$ 1,038.71	\$	5,832.2
	General Project Management	16	40				\$ 3,561.29	1	
	Review existing plans, survey, permit data		20	40	60		\$ 5,645.16		
	Review topography and delineate drainage basins for the 260 acre project area		8	20	40		\$ 3,090.32		
D. Data Catharina	Review GIS data for land use and land cover within basins		4	8	40		\$ 2,167.74	\$	16 067 7
B. Data Gathering	Visual assessment of stormwater infrastructure		8	8	40		\$ 2,374.19	Ş	16,967.74
	Develop inventory of existing structures		4	8	20		\$ 1,425.81	1	
C. Stormwater Modelling  D. Engineer's Report	Internal QA/QC	8		8			\$ 1,225.81	1	
	Review meeting with City to discuss findings, assumptions, review goals		8	8	4		\$ 1,038.71	1	
	Develop ICPR4 model with inventory of structures		40	50	60		\$ 7,274.19		
C Chammonton Madelline	Stormwater analysis		20	40	60		\$ 5,645.16	1	15 100 00
C. Stormwater Modelling	Internal QA/QC	8		8			\$ 1,225.81	>	15,109.68
	Review Meeting with City to discuss model findings		8	8	2		\$ 964.52	1	
	Review Model findings		8	16	20		\$ 2,109.68		
	Prepare Engineer's Report and Recommendations	2	8	20	40		\$ 3,277.42	1	
	Develop cost estimates for recommended improvements		8	16	40		\$ 2,851.61	1	
D. Fasiassala Bassat	Internal QA/QC	8		8			\$ 1,225.81	,	11,393.5
D. Engineer's Report								\$	11,393.55
	Meet with City to discuss recommendations and improvements to be included in the Airport's Capital Improvements Project list (CIP) for future funding		8	8			\$ 890.32		
	Final Review Meeting with City, FAA, FDOT to discuss future project funding		8	8	4		\$ 1,038.71	1	
							ψ 2,030.71		
	Total Hours:	46	224	282	430	24			1,00
	Hourly Rate (2023):	\$ 93.55							
	Direct Salary Cost:	\$ 4,303.23	\$ 11,561.29	\$ 16,829.03	\$ 15,951.61	\$ 658.06		\$	49,303.23
			-						
							Total Hours:		1,006
	Travel: Number of Trips	10					Direct Salary Costs:		49,303
	Travel: Mileage per Trip	200				Overhead/O	H (168% of Direct		82,829
	Travel: Cost per Mile	\$ 0.66					Total Labor Cost:		132,133
						Fixed Fee	(15% of Total Labor		
	Total Travel Costs:						Cost):		19,820
	Per Diem: Number of Days	0					Subtotal:		151,953
	Per Diem Rate	-							11,110
	Total Per Diem Costs:	\$ -							163,063
							Lump Sum Fee	Ş	163,000
	DBE Update	\$ 9,000.00							
		\$ -							
	Total Subconsultant Costs:	\$ 9,000.00							
	Reproduction (copies, presentations, boards, plans)	\$ 400.00							
	Miscellaneous Expenses	7							
	Total Direct Non-salary Expenses								



March 6, 2023

PASSERO ASSOCIATES, LLC Brad Wente, PE Southeast Aviation Services Director 4730 Casa Cola Way Suite 280 St. Augustine, FL 32095

RE: PART 26 DBE GOAL FY 2024- FY 2026 LAKE CITY GATEWAY AIRPORT

Dear Mr. Wente:

It is my understanding, that Passero Associates, LLC desires to engage a consultant to develop a Disadvantaged Business Enterprise Goal Methodology and Plan Update for the city of Lake City, Florida, and the Lake City Gateway Airport, in Lake City, Florida, to be in accordance with 49 CFR, Part 26, associated with Federal Aviation Administration projects to be accomplished during FY 2024 – FY 2026. Taffy Pippin Consulting, LLC is pleased to offer the following proposal to accomplish these services.

Taffy Pippin Consulting, LLC will provide Passero Associates, LLC with a Disadvantaged Business Enterprise Goal/Methodology and DBE Plan Update in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

- Provide a proposed legal advertisement for public input into proposed DBE goals for the Lake City Gateway Airport within seven working days of the issuance of a "Notice to Proceed";
- 2. Develop Interim goals for DBE participation in FAA projects with its associated methodology for Passero Associates, LLC to be coordinated with the Airport, and the FAA within seven working days following the issuance of a "Notice to Proceed";
- 3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA.
- 4. Provide Stakeholder consultation teleconference;
- 5. Develop a DBE Plan in accordance with 49 CFR, Part 26 suitable for final coordination with the Southern Region of the FAA, Atlanta, Georgia;
- 6. Complete the annual Uniform Reports for FY 2024- FY 2026; and
- 7. Submit all document to the FAA through the civil-rights-connect portal.

Taffy Pippin Consulting, LLC will be paid the lump sum of Four Thousand Five Hundred Dollars (\$4,500.00), for the above cited services for FY 2024 - \$3,500.00 (Goal & Reporting), FY 2025-\$500.00 (Reporting only) and FY 2026 - \$500.00 (Reporting only). The completed Disadvantaged Business Enterprise Plan will be provided to Passero for final coordination with the Lake City Gateway Airport, Florida and the Southern Region of the FAA, no later than twenty-one (21) working days following the issuance of a "Notice to Proceed".

If the above conditions and services are acceptable to you would you please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Following your acceptance, if you would retain one copy of this document for your file and forward the second copy to Taffy Pippin Consulting, LLC it would be greatly appreciated.

Sincerely,

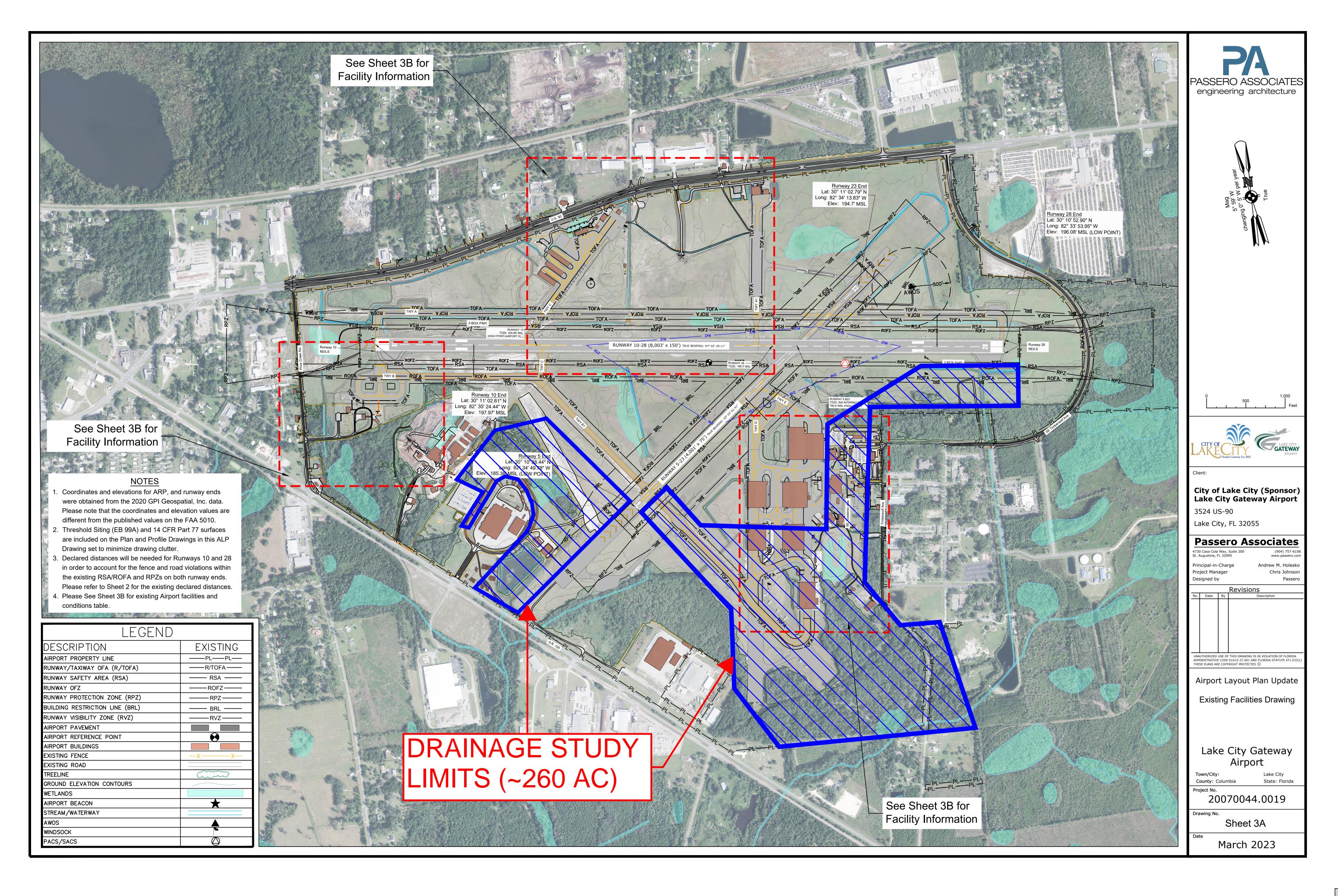
7affy V. Pippin

Taffy Valdez Pippin Consultant

Accepted:

Passero Associates, LLC

Project Sketch



FY23 FAA Grant Application South Airfield Drainage Study & DBE Plan Update Pg. 28

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# Environmental Determination Documentation

### FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

Airport: Lake City Gateway Airport (LCQ)  Project Title: South Airfield Drainage Study & DBE Update
Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. <b>Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.</b> FAA Order 1050.1F, paragraph 5-6.1(o).
<b>List</b> all components of the Proposed Action and Connected Actions (if any) on a separate sheet. A CATEX should not be used for a segment or an interdependent part of a larger proposed action. <b>Include</b> a summary of existing conditions at the Proposed Action site. <b>Attach</b> a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.
<b>Certify</b> that the Proposed Action and Connected Actions are <b>NOT</b> likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:
An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 50 U.S.C. §300101 et seq.;  An impact on properties protected under Section 4(f);  An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or
proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);  -An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 66167d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation
Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI) and solid waste management;
A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;  An increase in congestion from surface transportation (by causing decrease in level of service below acceptable level determined by appropriate transportation agency, such as a highway agency);
-An impact on noise levels of noise sensitive areas; -An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 4 U.S.C. §§ 7401-7671q;
An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standard established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j 26;
-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but no limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that never environmental contamination risks are created.
Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.
Signature of Authorized Airport Representative Date
FAA Determination (signature of Program Manager):
Categorically Excluded:Date:

Final 7-8-2016

Requires further environmental analysis: \_\_\_\_\_\_\_Date: \_\_\_\_\_

#### CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Lake City Gateway Airport (LCQ)

Prepared and certified by: Passero Associates, LLC Date: March 2023

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA			CatEx under FAA Order
ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION			
THAT WOULD NORMALLY BE CATEGORICALLY			1050.1F, paragraph
EXCLUDED			5-6.1(o)
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		Х	
Land acquisition		Х	
New airport serving general aviation		Х	
Access or service road construction		Х	
New airport location		Х	
New runway		Х	
Runway extension, strengthening, reconstruction,		V	
resurfacing or widening		X	
Converting prime or unique farmland		Х	
Runway Safety Area (RSA) improvements		Х	
ILS or ALS installation		Х	
Airport development (hangars, terminal expansion)		Х	
On-airport aboveground or underground fuel storage tanks		Х	
Construction, reconstruction, or relocation of an ATCT		Х	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		Х	
Section 4(f) or 6(f) resources		Х	
Federally listed, endangered, threatened, or candidate			
species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic			
resources		X	
Wetlands, floodplains, waterways		Х	
Energy supply or natural resources		Х	
Protected rivers or river segments		Х	
Established community(s), planned development, or			
plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		Х	
Air quality or violate Federal, state, tribal or local standards		Х	
Water quality, a sole source aquifer, public water supply			
system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		Х	
Be Inconsistent with Federal, state, tribal, or local law			
relating to environmental aspects		X	
Cause residential or business relocations		Х	
Increase noise levels over Noise Sensitive Land Uses within			
the 65 dBA noise contour or newly include Noise Sensitive		V	
Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		Х	
Contain Hazardous Materials or Affect Hazardous			
Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		Х	
Increase lighting impacts on residential communities or			
impact the visual nature of surrounding land uses		X	

<sup>\*\*</sup> Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

Project Schedule

## Lake City Gateway Airport (LCQ) Airport Improvement Program FY 2023 Grant Application

#### **Project Schedule**

Project: South Airfield Drainage Study (Design) & DBE Plan Update

Proposed Project Schedule:	<u>Dates:</u>
Submittal of Project Grant Application to FAA	03/2023
Grant Offer Submitted to Sponsor	08/2023
Execution of FAA Grant	09/2023
Design Kick Off	10/2023
Project Completion	04/2024
Grant Close-Out	06/2024

#### INDEPENDENT FEE ESTIMATE

#### **FOR**

## SOUTH AIRFIELD DRAINAGE STUDY

# LAKE CITY GATEWAY AIRPORT LAKE CITY, FLORIDA

REVISED MARCH 16, 2023

Prepared by:

AIRPORT IFE SERVICES, INC. 115 Blevins Road Roan Mountain, TN 37687

#### AIRPORT IFE SERVICES, INC.

115 Blevins Rd ChattRoan Mountain, TN 37687 801-560-6877 AIRPORTIFE.COM

March 16, 2023 Ed Bunnell - Line Crew Leader Lake City Gateway Airport 3524 East US HWY 90 Lake City, FL 32055

RE: Revised Independent Fee Estimate Lake City Gateway Airport South Airfield Drainage Study Study Phase Services

Dear Mr. Bunnell:

Airport IFE Services, Inc. submits this Revised Independent Fee Estimate for the Lake City Gateway Airport use. This letter together with the enclosed detailed fee analysis constitute the completion of work in providing your independent fee estimate. This estimate was based on the scope of work received on March 1, 2023 and the added clarification on Data Gathering usubg GPS Equipment received on March 16, 2023

Fees were estimated for overall total and Labor, Overhead, Profit, Expenses and Subconsultant totals per the Scope of Work guidelines. Please refer to the enclosed spreadsheets with tabulation of costs and fee breakdown.

Labor (Including Overhead and Fixed Fee)	\$154,027.00
Expenses (Travel, Reproduction, GPS Equipment rental and Misc.)	\$3973.00
Subconsultants	\$8,500.00

#### Total Project Independent Fee Estimate(Rounded)

\$166,500.00

Fee estimates are based on research for labor, overhead, and associated costs for completing this type of work in the Southeastern United States. Actual costs should be reviewed and assessed for acceptability given local circumstances. Labor costs depend on the company hired as well as credentials and experience of assigned personnel. Given that overhead costs of doing business are highly variable the audited overhead multiplier should be reviewed and approved.

I am available during and/or after the negotiations with the consultant to review any items which might have questions, comments or require additional analysis.

Airport IFE Services, Inc. thanks you for the opportunity to serve the Lake City Gateway Airport. Please feel free to contact me at 801-560-6877 should you require further assistance.

Sincerely,

AIRPORT IFE SERVICES, INC.

Lewis J Lott, P.E.

Enc.: Independent Fee Estimate

#### Schedule B Consultant Services Fees and Costs

Airport: Lake City Gateway Airport
Project: South Airfield Drainage Study
PA Project No: 20070044.0028
Date: Revised 3/16/2023
IFE Prepared By: Airport IFE Services, Inc.

	E Services, Inc.										
			Emplo	yee Classifica	tions						
Project Phases	Project Tasks	Unit	Project	Sr.	Staff	Grants	Task	Phase			
		Manager	Manager	Engineer	Engineer	Administrator	Totals	Totals			
	Project Planning & Funding Agencies Coordination		1 12	12	12	4	1,983.87				
A. Grant & Administration	Grant Application Coordination & Submission	:	1 4	2	2	2	548.39	8,100			
	General Project Management	4	4 40	32	24	12	5,567.74				
	Review existing plans, survey, permit data		12	20	16	2	2,461.29				
	Review exist Data & Perform topo survey. Delineate drainage basins for the 260										
	acre project area		3 74	78	40		10,706.45				
D. Data Catharina	Review GIS data for land use and land cover within basins		12	20	24		2,703.23	21,990.			
B. Data Gathering	Visual assessment of stormwater infrastructure		8	16	16		1,961.29	21,990			
	Develop inventory of existing structures		16	20	40		3,503.23				
	Internal QA/QC		2				187.10				
	Review meeting with City to discuss findings, assumptions, review goals		8			2	467.74				
	Develop ICPR4 model with inventory of structures		40	50	60		7,274.19				
	Stormwater analysis		16	32	36		4,070.97	0.97			
C. Stormwater Modelling	Internal QA/QC						-	11,812.			
	Review Meeting with City to discuss model findings		8			2	467.74				
	Review Model findings		12	16	16	_	2,167.74				
	Prepare Engineer's Report and Recommendations		16	24	32	8	3,664.52				
	Develop cost estimates for recommended improvements		8		12	4	1,683.87				
	Internal QA/QC		2	12	12		187.10	1			
D. Engineers Report	internal dry de		_				107.10	8,638			
	Meet with City to discuss recommendations and improvements to be included in										
	the Airport's Capital Improvements Project list (CIP) for future funding		8			2	467.74				
	Final Review Meeting with City, FAA, FDOT to discuss future project funding		8			2	467.74				
						_					
	Total Hours:	18		334	330	40		1,0			
	Hourly Rate (2023):	93.55		59.68	37.10	27.42					
	Direct Salary Cost:	1,683.87	15,587.10	19,932.26	12,241.94	1,096.77		\$ 50,541.			
			_								
	Tanada Niverbay of Trine		-			T-+-	Total Hours:	1,0			
	Travel: Number of Trips	200					l Direct Salary Costs: L65% of Direct Labor	50,5			
	Travel: Mileage per Trip					Overnead/OH (.		83,3			
	Travel: Cost per Mile		_			E: 15 (450)	Total Labor Cost:	133,9			
	Total Travel Costs:	\$ 1,048.00	<u> </u>			Fixed Fee (15%	of Total Labor Cost):	20,0			
	Per Diem: Number of Days						Subtotal:	154,0			
	Per Diem Rate	\$ 60.00	<u> </u>					12,4			
	Total Per Diem Costs:							166,5			
							SAY:	\$ 166,5			
			-								
	DBE Plan Update	\$ 8,500.00									
	DBE Plan Update	\$ 8,500.00									
	DBE Plan Update	\$ 8,500.00									
	DBE Plan Update	\$ 8,500.00									
	DBE Plan Update	\$ 8,500.00									
	DBE Plan Update	\$ 8,500.00									
	Total Subconsultant Costs:	\$ 8,500.00									
		\$ <b>8,500.00</b> \$ 1,075.00									

### Sponsor Certifications to the FAA

Drug-Free Workplace Plans and Specifications Selection of Consultants Conflict of Interest



### FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

#### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 6/30/2023

### Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:	City of	Lako	City	Elorido
300H30H.	CITY OF	Lake	CITV.	Fiorida

Airport: Lake City Gateway Airport (LCQ)

**Project Number:** 

Description of Work: Perform drainage study and analysis of the Lake City Gateway Airport south airfield. Study elements will document existing conditions, identify drainage networks, model future

development needs and recommend proposed improvements to facilitate future airfield and

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

<ol> <li>A statement has been or will be published prior to commencement of project notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a control substance is prohibited in the sponsor's workplace, and specifying the actions to be the employees for violation of such prohibition (2 CFR § 182.205).</li> </ol>									
	⊠ Ye	s □ No □ N/A							
2.	oing drug-free awareness program (2 CFR § 182.215) has been or will be established commencement of project to inform employees about:								
	a.	The dangers of drug abuse in the workplace;							
	b.	The sponsor's policy of maintaining a drug-free workplace;							
	C.	Any available drug counseling, rehabilitation, and employee assistance programs; and							
	d.	The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.							
	⊠ Ye	s □ No □ N/A							

3.	Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
	⊠Yes □No □N/A
4.	Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
	a. Abide by the terms of the statement; and
	b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
	⊠ Yes □ No □ N/A
5.	The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
	⊠ Yes □ No □ N/A
6.	One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
	<ul> <li>Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and</li> </ul>
	<ul> <li>Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.</li> </ul>
	⊠ Yes □ No □ N/A
7.	A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
	⊠ Yes □ No □ N/A
Site(s)	of performance of work (2 CFR § 182.230):
Lo	ocation 1
	ame of Location: Lake City Gateway Airport (LCQ)
AC	ddress: 3524 E US Hwy 90, Lake City, FL 32055
	ocation 2 (if applicable)
	ame of Location: ddress:
Na	ocation 3 (if applicable) ame of Location: ddress:

Attach documentation clarifying any above item marked with a "No" response.

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2023

Name of Sponsor: City of Lake City, Florida

Name of Sponsor's Authorized Official: Stephen Witt

Title of Sponsor's Authorized Official: City Mayor

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email



### FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

#### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



### Project Plans and Specifications Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City, Florida

Airport: Lake City Gateway Airport (LCQ)

**Project Number:** 

Description of Work: Perform drainage study & analysis of the LCQ Airport south airfield. Study will document

existing conditions, identify drainage networks, model future development needs & recommend proposed improvements to facilitate future airfield & city owned property.

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1.	The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).								
	☑ Yes □ No □ N/A								
2.	Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).								
	☑ Yes ☐ No ☐ N/A								

3.	•			cluded or will b the FAA (14 l		•	ans is de	picted on	the currer	nt airport
	⊠ Yes □	] No	□ N/A							
4.	omitted from	n the pl	lans and	that are ineligi				_	ve been or	will be
	⊠ Yes □	] No	□ N/A							
5.	•	nsor red	quests ai	use or will not nd receives ap			-		•	
	⊠ Yes □	] No	□ N/A							
6.	•			t impose or will s (2 CFR §200	•					
	⊠ Yes □	] No	□ N/A							
7.	qualified so	urces tl	hat ensu	s of individuals are open and froing the solicitat	ee compet	ition and	that does			
	⊠ Yes □	] No	□ N/A							
8.				ates include or ee of arbitrary o		-				
	⊠ Yes □	] No	□ N/A							
9.				e obtained from AA Order 5100			r incorpo	rates a va	alue engine	eering
	⊠ Yes □	] No	□ N/A							
10.	-			ns incorporate in the federall				-		06(c)).
	⊠ Yes □	] No	□ N/A							
11.	_		•	comply or will of 3.38d, par. 3-92		h the seis	smic desi	gn require	ements of	49 CFR
	☐ Yes ☐	] No	⊠ N/A							
12.				clude or will in	-	ess contr	ol and ac	ceptance	tests requ	uired for
	a. Cor	nstructi <sup>,</sup>	ion and ir	nstallation as c	contained in	n Advisor	y Circula	(AC) 150	0/5370-10	•
	×	Yes	□ No	□ N/A						

b. Snow Removal Equipment as contained in AC 150/5220-20.					
☐ Yes ☐ No ☒ N/A					
c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.					
⊠ Yes □ No □ N/A					
13. For construction activities within or near aircraft operational areas(AOA):					
<ul> <li>The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.</li> </ul>					
<ul> <li>Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.</li> </ul>					
<ul> <li>Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).</li> </ul>					
⊠ Yes □ No □ N/A					
14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).					
⊠ Yes □ No □ N/A					
Attach documentation clarifying any above item marked with "No" response.					
Sponsor's Certification					
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and					
additional documentation for any item marked "no" is correct and complete.					
Executed on this day of , 2023 .					
Name of Sponsor: City of Lake Clty, Florida					
Name of Sponsor's Authorized Official: Stephen Witt					
Title of Sponsor's Authorized Official: City Mayor					
Signature of Sponsor's Authorized Official:					
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.					

Submit by Email



### FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

#### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 6/30/2023

### Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor:	City of Lake City, Florida	

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Perform drainage study & analysis of the LCQ Airport south airfield. Study will document

existing conditions, identify drainage networks, model future development needs & recommend proposed improvements to facilitate future airfield & city owned property.

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

	⊠Yes □No □N/A			
2.	Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).			
	⊠Yes □No □N/A			
3.	Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).			
	⊠Yes □No □N/A			

4.	The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).				
	⊠Yes □No □N/A				
5.	Sponsor has publicized or will publicize a RFQ that:  a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  Yes \( \subseteq No \subseteq N/A \)				
6.	Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).   Yes   No   N/A				
7.	Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).   Yes □ No □ N/A				
8.	A/E services covering multiple projects: Sponsor has agreed to or will agree to:  a. Refrain from initiating work covered by this procurement beyond five years from the da of selection (AC 150/5100-14); and				
	<ul> <li>b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).</li> <li>☑ Yes ☐ No ☐ N/A</li> </ul>				
9.	Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).				
10.	The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  ☑ Yes □ No □ N/A				
11.	Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  Yes □ No □ N/A				
12.	Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)   Yes   No  N/A				

- 13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
  - a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☑ Yes □ No □ N/A

Attach documentation clarifying any above item marked with "no" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of . 2023 .

Name of Sponsor: City of Lake Clty, Florida

Name of Sponsor's Authorized Official: Stephen Witt

Title of Sponsor's Authorized Official: City Mayor

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



# FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

#### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 6/30/2023

#### Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City, Florida

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Perform drainage study & analysis of the LCQ Airport south airfield. Study will document

existing conditions, identify drainage networks, model future development needs & recommend proposed improvements to facilitate future airfield & city owned property.

#### **Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

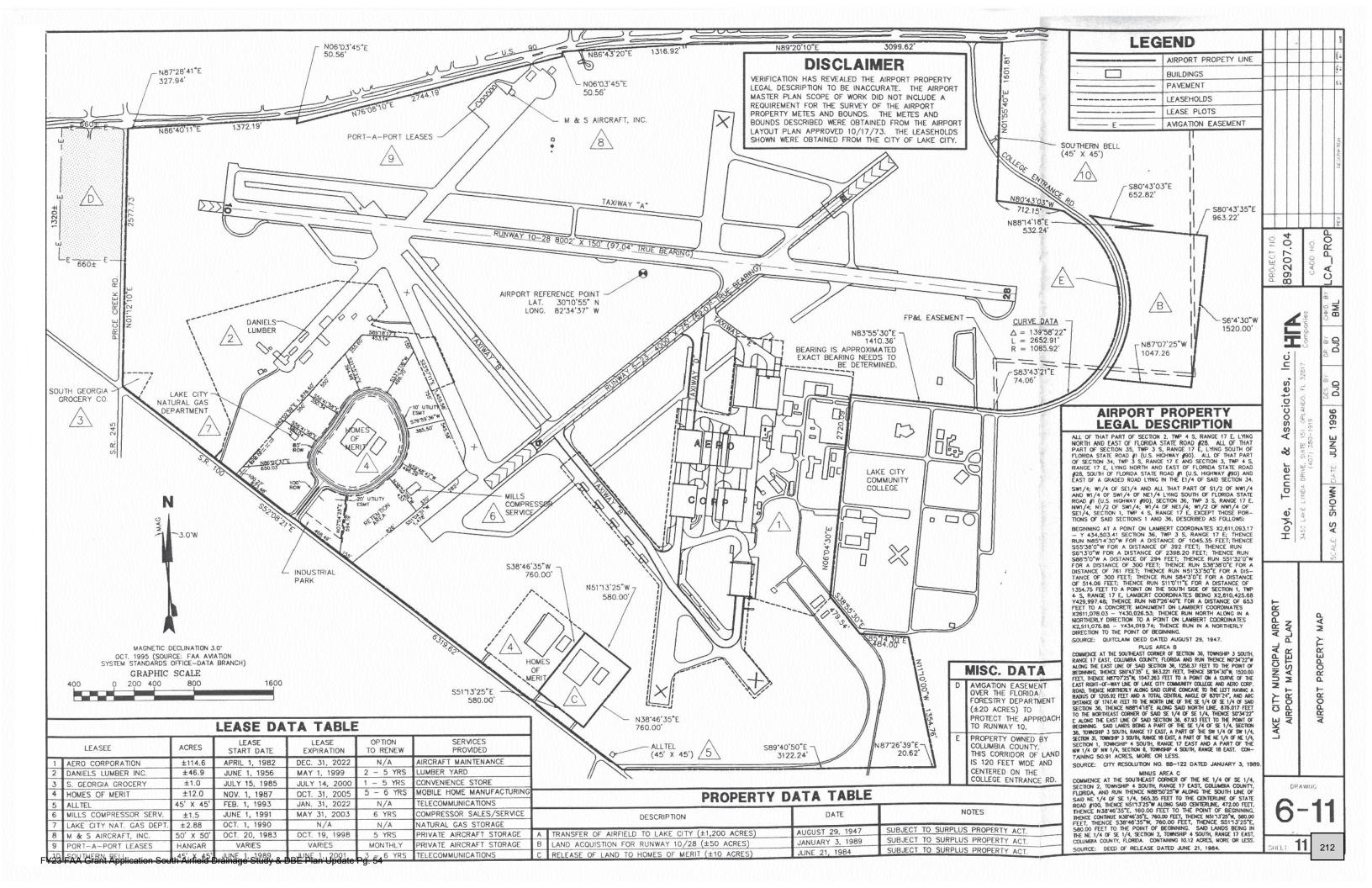
Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### **Certification Statements**

1.	The sponsor or sub-recipient maintains a written standards of conduct governing conflict of
	interest and the performance of their employees engaged in the award and administration of
	contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such
	standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of
	such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by
	contractors or their agents.

<ol> <li>The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).</li> </ol>				
☑ Yes ☐ No				
<ol> <li>The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).</li> </ol>				
☑ Yes □ No				
Attach documentation clarifying any above item marked with "no" response.				
Sponsor's Certification				
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.				
Executed on this day of , 2023 .				
Name of Sponsor: City of Lake Clty, Florida				
Name of Sponsor's Authorized Official: Stephen Witt				
Title of Sponsor's Authorized Official: City Mayor				
Signature of Sponsor's Authorized Official:				
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.				





### Exhibit C (Opinion of Title)

#### CERTIFICATE OF TITLE FAA Central Region

To:	Manager,	Safety	and	Standards	Branch

Subject: <u>Lake City Gateway Airport (LCQ)</u>

AIP Project No. TBD

This certification is made to satisfy (check **both** if applicable):

Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property
 Grant conditions relative to satisfactory title evidence for land being acquired under this project

The <u>City of Lake City</u> (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

Parcel Number (Per Exhibit A)	Quality of Interest (Fee, Easement*, etc.,)	
Parcels 1-10 (as shown on drawing 6-11)	Fee Simple Ownership	

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

\*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed.

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated <u>December 1996</u> by the sponsor's attorney Herbert F. Derby (name of attorney).

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated <u>June 1996</u> AIP project number <u>TBD.</u> Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

City of Lake City
Name of Sponsor
Stephen Witt, City Mayor
Signature of Sponsor Official Authorized to Sign Grant Agreement
Date

#### File Attachments for Item:

9. City Council Resolution No. 2023-049 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Ten to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for professional engineering services associated with the evaluation of modifying the Kicklighter Water Reclamation Facility to produce advanced waste treatment quality effluent and public access reuse; providing for a cost not-to-exceed \$48,000.00; and providing for an effective date.

**MEETING DATE**4/17/23

### CITY OF LAKE CITY Report to Council

COUNCIL AGENDA			
COUNCIL AGENDA			
SECTION			
ITEM			
NO.			
110.			

**SUBJECT:** Kicklighter AWT Study

**DEPT / OFFICE:** Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director					
City Manager	Department Director	Date			
Paul Dyal	Cody Pridgeon	4/4/23			
Recommended Action:					
Accept Proposal from Mittauer & Associates					
Summary Explanation & Background:					
Due to the nutrient requirements outline in the Adm we would like to have Mittauer and Associates cond Advanced Waste Treatment and Public Access Reu	duct an evaluation of several dif	fferent options to achieve			
The engineers will determine the most feasible of the					
1) Modify existing aeration tanks for nutrient remo	oval				
2) Construction of Denitrification Filters					
3) Construction of new Biological Treatment Unit					
4) Construction of Addition Wetlands at the Kicklighter Site					
Alternatives:					
Not Approve					
Source of Funds:					
410.74.536-030.31					
Financial Impact: \$48,000					
·					
Exhibits Attached:					
1) Proposal					

#### CITY COUNCIL RESOLUTION NO. 2023-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER TEN TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE EVALUATION OF MODIFYING THE KICKLIGHTER WATER RECLAMATION FACILITY TO PRODUCE ADVANCED WASTE TREATMENT QUALITY EFFLUENT AND PUBLIC ACCESS REUSE; PROVIDING FOR A COST NOT-TO-EXCEED \$48,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services with Mittauer & Associates, Inc. (hereinafter "Mittauer & Associates"), as authorized by City Council Resolution No. 2019-022 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

**WHEREAS**, the Continuing Contract provides that Mittauer & Associates shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City Council desires to enter into Task Assignment Number Ten to its Continuing Contract with Mittauer & Associates for professional engineering services associated with the evaluation of modifying the Kicklighter Water Reclamation Facility (hereinafter "KLWRF") to produce advanced waste treatment (hereinafter "AWT") quality effluent and public access reuse (hereinafter "PAR"), all in accordance with the terms and conditions of Task Assignment Number Ten, a copy of which is attached hereto and made a part of this resolution and the Continuing Contract.

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

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

**Section 2.** The City Council hereby authorizes Task Assignment Number Ten with Mittauer & Associates for professional services.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Ten as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Ten in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Mittauer & Associates shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

**Section 4.** This resolution shall be effective as of the date of its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of May 2023.

#### CITY OF LAKE CITY, FLORIDA

	By: Stephen M. Witt, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By: Audrey E. Sikes, City Clerk	By: Thomas J. Kennon, III, City Attorney

## TASK ASSIGNMENT NUMBER TEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PROFESSIONAL ENGINEERING SERVICES

THIS TASK ASSIGNMENT NUMBER TEN made and entered into this \_\_\_\_ day of May 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Mittauer & Associates, Inc., a Florida corporation (hereinafter the "Consultant").

#### **RECITALS**

- A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Council Resolution No. 2019-022.
- B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.
- C. The City is in need of professional engineering services associated with the evaluation of modifying the Kicklighter Water Reclamation Facility (hereinafter "KLWRF") to produce advanced waste treatment (hereinafter "AWT") quality effluent and public access reuse (hereinafter "PAR").
- D. The City desires to enter into this Task Assignment Number Ten with the Consultant for the aforementioned services pursuant to the terms and

conditions contained herein and the attachment hereto.

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

- 1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Ten.
- 2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated March 23, 2023, received by the City from the Consultant consisting of a total of three (3) pages and attached hereto as "Exhibit A" and made a part of this Task Assignment.
- 3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for the tasks identified in Exhibit A as each task is completed for a total projected cost not to exceed forty-eight thousand dollars and zero cents (\$48,000.00).
- 4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract

first and then, if applicable, this Task Assignment.

- 5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.
- 6. **ENTIRE AGREEMENT**. This Task Assignment, and the Continuing Contract, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7. **PARTIES BOUND**. This Task Assignment Number Ten shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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

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

	CITY OF LAKE CITY, FLORIDA
	By: Stephen M. Witt, Mayor
ATTEST:	Approved as to form and legality:
By: Audrey E. Sikes, City Clerk	By: Thomas J. Kennon, III, City Attorney
	MITTAUER & ASSOCIATES, INC.
	By: Joseph A. Mittauer, President & Secretary



580-1 WELLS ROAD

DRANGE PARK, FL 32073

PHONE: (904) 278-0030 FAX: (904) 278-0840

WWW.MITTAUER.COM

March 23, 2023

Mayor and City Council City of Lake City 205 N. Marion Ave. Lake City, FL 32055-3918

RE: Engineering Services Agreement

Kicklighter WRF Evaluation for Advanced Waste Treatment

City of Lake City, Florida

Mittauer & Associates, Inc. Project No. 8904-27-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the evaluation of modifying the Kicklighter Water Reclamation Facility (KLWRF) to produce advanced waste treatment (AWT) quality effluent and public access reuse (PAR). Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

#### SCOPE OF SERVICES

The Engineer shall evaluate the City's existing KLWRF to determine an efficient, cost-effective solution to treat reclaimed water to a 3.0 mg/l total nitrogen (TN) limit and a 1.0 mg/l total phosphorus (TP) limit on an annual average basis (pursuant to FDEP Administrative Order [AO] 242 NE) and to be able to produce an effluent suitable for public access reuse. The existing WRF has limited TN and TP removal capability.

Four alternative solutions will be evaluated to provide the City with a recommended solution. The evaluation process will consider capital costs, operation and maintenance costs, construction feasibility, complexity of operation, effluent disposal requirements, etc. The alternative solutions will also consider future system expansion and potential consolidation of the City's wastewater treatment needs to be solely located at the Kicklighter WRF site.

The four alternative solutions to be evaluated are as follows:

- 1. Modification to the existing Biological Treatment Units to incorporate integral anoxic and anaerobic tankage.
- 2. Construction of denitrification filters.
- 3. Construction of a new 3.0 MGD 5-stage Carrousel Biological Treatment Unit.
- 4. Construction of a wetland treatment system at the Kicklighter WRF site.

City of Lake City, Florida Engineering Services Agreement March 23, 2023 Page 2

The Engineer shall prepare a report summarizing the findings, recommendations, and opinions of cost for achieving AWT at the KLWRF site. Ten (10) copies of the report will be furnished to the City.

The Engineer shall coordinate with FDEP to provide updates to the City's Plan of Action to comply with Administrative Order AO 227 NE.

#### ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide the Engineer with the following information from the KLWRF and the various effluent disposal sites and facilities prior to the Engineer being issued Notice to Proceed: all available record drawings, any relevant reports or studies, and all related sampling results.

The Engineer's scope of services does not include topographic surveying, design, the preparation of plans and specifications, permitting, bidding and award services, construction administration services, resident observation, zoning related tasks, wetlands surveys, flood plain permitting and/or flood plain mitigation, tree surveys, and boundary or easement related surveys.

#### TIME OF PERFORMANCE

The final report will be prepared and presented to the Client on or before July 28, 2023, assuming Notice to Proceed is issued no later than April 21, 2023.

#### SCHEDULE OF FEES

Client shall pay the Engineer a lump sum fee of \$48,000 for services rendered.

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, should it be required by law.

City of Lake City, Florida Engineering Services Agreement March 23, 2023 Page 3

#### **ACCEPTANCE**

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely, Mittauer & Associates, Inc.	Accepted by City of Lake City, Florida
Joseph A. Mittauer, P.E.	By:
President	Stephen M. Witt, Mayor
JAM/JPP/pj	Date:

#### File Attachments for Item:

10. City Council Resolution No. 2023-050 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into a Lease Agreement with Med-Trans Corporation, leasing property located at the Lake City Gateway Airport consisting of the former Airport terminal building and the adjacent property; and authorizing the execution of the lease.

MEETING	DATE

## CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	
ITEM	
NO.	

**SUBJECT:** Med-Trans Lease Renewal

DEPT / OFFICE: Airport		
Originator: Laura Kraft		
City Manager	Department Director	Date
Paul Dyal	Dee Johnson	4/18/2023
Recommended Action:		
Accept the lease renewal for current tenant Med-Tra	ns	
Summary Explanation & Background:		
Med-Trans has been a tenant of the Lake City Gateway Airport since January 1, 2013. They have always paid their rent on time and take care of their leasehold with no complaints. We are also the primary fuel supplier to their helicopters.		
Alternatives:		
None		
Source of Funds:		
N/A		
Financial Impact: Increased revenue for the airport		
·		
Exhibits Attached:		
Resolution 2023-050, Lease Agreement		

#### CITY COUNCIL RESOLUTION NO. 2023-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH MED-TRANS CORPORATION, LEASING PROPERTY LOCATED AT THE LAKE CITY GATEWAY AIRPORT CONSISTING OF THE FORMER AIRPORT TERMINAL BUILDING AND THE ADJACENT PROPERTY; AND AUTHORIZING THE EXECUTION OF THE LEASE.

**WHEREAS**, Med-Trans Corporation, a foreign corporation authorized to do business in the State of Florida (hereinafter "Med-Trans"), desires to lease from the City of Lake City, Florida (hereinafter the "City") the former Airport terminal and adjacent property at the Lake City Gateway Airport (hereinafter the "Airport") and the City is willing to lease the former Airport terminal and adjacent property at the Airport to Med-Trans in accordance with the terms and conditions of the Lease Agreement (hereinafter the "Lease"), a copy of which is attached hereto as "Exhibit A"; and

**WHEREAS**, the terms and conditions of the Lease are acceptable to the City; and

**WHEREAS**, the Lease is subject to such changes, modifications, or amendments required and authorized by Section 3 of this resolution.

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

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

**Section 2.** The City is hereby authorized to lease to Med-Trans the former Airport terminal building and adjacent property located at the Airport as described in and in accordance with the terms and conditions of the Lease.

[Remainder of this page left blank intentionally.]

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Lease as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Lease in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_\_ day of May 2023.

	CITY OF LAKE CITY, FLORIDA
	By:Stephen M. Witt, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By: Audrey E. Sikes, City Clerk	By: Thomas J. Kennon, III, City Attorney

# LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MED-TRANS CORPORATION

This Lease Agreement (hereinafter the "Lease") made and entered into at Lake City, Columbia County, Florida, on this \_\_\_\_\_ day of May 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter "Landlord" and/or "City"), and MED-TRANS CORPORATION, a foreign corporation authorized to do business in the State of Florida, with a principal address and mailing address of 1001 Boardwalk Springs PL, O'Fallon, Missouri 63368 (hereinafter "Tenant" and/or "Med-Trans").

#### **WITNESSETH:**

### **RECITALS**

- A. By instruments of transfer (hereinafter "the Instruments of Transfer") dated August 29, 1949, and July 7,1948, said instruments being recorded in Deed Book 59, Page 109, and Deed Book 60, Page 29, public records of Columbia County, Florida, City acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport, formerly known as the Lake City Municipal Airport (hereinafter the "Airport").
  - B. To induce, encourage, and promote commercial development within

Columbia County and create employment and services for its citizens, City has developed and adopted a policy to achieve the greatest possible utilization of the lands at the Airport by leasing portions of the Airport to private parties to establish and locate commercial activities upon the Airport and conduct businesses thereon which are not incompatible with the operation of the Airport for general aviation purposes.

- C. As a result of the construction of a new Airport terminal, the former Airport terminal is not now needed solely for aviation purposes and can be rented.
- D. Med-Trans is engaged in providing air ambulance service for hospital, clinics, and nursing homes located in various cities and states, and needs air transportation to promptly deliver such services and desires to lease land at the Airport to develop a facility to house its operation and make use of the Airport for its transportation needs.
- E. The City has determined that Med-Trans's business is compatible with both the operation of the Airport and the policy of the City to fully utilize the Airport. The City also finds that the establishment of such medical services at the Airport is a needed and vital service to the community and will ensure the health, safety, and welfare of its citizens.
- F. The City, upon the terms and conditions provided for herein, is willing to lease Med-Trans the former airport terminal building and the land upon which it is located, a Helicopter Pad, and a maintenance hanger, all of

which is described in "Exhibit A" (herein collectively the "Premises").

G. Med-Trans is willing to lease from the City the Premises and to accept and be bound by all of the terms and conditions provided for in this Lease agreement.

**NOW, THEREFORE,** in consideration of the foregoing premises, and other valuable considerations, to each this day in hand paid by the other party hereto, and in consideration of the covenants herein set forth, and the rents to be paid to the City, City and Med-Trans agree as follows:

- 1. **RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this agreement.
- 2. **LEASED PREMISES.** Upon terms and conditions hereinafter set forth, and in consideration of the payment of the rents and other payments herein provided for, and the prompt performance by Med-Trans of the covenants and agreements, to be kept and performed by Med-Trans, the City does lease, let, and demise to Med-Trans, and Med-Trans hereby leases from City the Premises described on "Exhibit A" (herein collectively referred to as the "Leased Premises").
- 3. **TERM.** This Lease shall be for a term of five (5) years, commencing July 1, 2023, and ending at 12:00 o'clock midnight, June 30, 2028, inclusive (hereinafter the "Term").
- 4. **RENT.** The rent and consideration for the Term of this Lease shall be payable to City as follows:

**Year One** starting July 1, 2023, through June 30, 2024, the rent will be \$56,311.02 payable in monthly installments of \$4,692.58 on the 1<sup>st</sup> day of each month, commencing July 1, 2023

**Year Two** starting July 1, 2024, through June 30, 2025, the rent will be \$58,000.35 payable in monthly installments of \$4,833.36 on the 1<sup>st</sup> day of each month, commencing July 1, 2024

**Year Three** starting July 1, 2025, through June 30, 2026, the rent will be \$59,740.36 payable in monthly installments of \$4,978.36 on the 1<sup>st</sup> day of each month, commencing July 1, 2025

**Year Four** starting July 1, 2026, through June 30, 2027, the rent will be \$61,532.57 payable in monthly installments of \$5,127.71 on the 1<sup>st</sup> day of each month, commencing July 1, 2026

**Year Five** starting July 1, 2027, through June 30, 2028, the rent will be \$63,378.55 payable in monthly installments of \$5,281.55 on the 1<sup>st</sup> day of each month, commencing July 1, 2027

In addition to the monthly rent, Med-Trans shall also pay all sales tax presently or hereafter imposed on rents (presently seven- and one-half percent (7.5%), which sales tax shall be included with each monthly rental payment. Med-Trans shall pay City a late fee of five percent (5%) on each installment of rent which is more than ten (10) days late.

- 5. **OPTION TO TERMINATE LEASE.** At any time from and after June 30, 2024, either the City or Med-Trans shall have the right to terminate this Lease by giving the other party ninety (90) days written notice of its election to terminate.
- 6. **TAXES.** Med-Trans shall, throughout the term of this Lease and all extensions thereto, promptly pay when due all real property taxes, if any, and personal property taxes and special or general assessments lawfully imposed upon the Leased Premises and improvements thereon by any

governmental authority and shall save City harmless against liability for any payment thereof with respect to such payments. The City, upon receipt of all annual tax notices relating to such taxes received in November of each year, shall furnish Med-Trans and Med-Trans shall pay all taxes as shown on said tax statements prior to November 30 of each year and shall furnish such paid receipt to City. Med-Trans shall be responsible for paying all ad valorem taxes assessed against its personal property.

7. **UTILITIES AND OTHER OBLIGATIONS.** Med-Trans shall fully and promptly pay for all water, wastewater charges, gas, heat, light, power, telephone services, garbage and trash services, and other public services and utilities of every kind furnished to the Leased Premises, as required by law to be furnished, throughout the Term hereof, and all other cost and expense of every kind whatsoever of or in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon, and City shall have no responsibility of any kind for any of such items. Med-Trans shall provide its own janitorial services; refuse removal, and removal of biological or hazardous waste.

### 8. <u>AUTHORIZED IMPROVEMENTS AND REMODELING BY MED-</u> <u>TRANS.</u>

Med-Trans shall not make any alterations, additions, or improvements to the Leased Premises, without first obtaining City's written consent. Med-Trans agrees that the plans and specifications for any improvements or remodeling must be submitted to City for approval prior to commence of such work. Any approved plans and specifications for improvements to be made or remodeling of the Leased Premises must meet all of the wind load standards required at the Airport and must comply with all of the City building codes applicable to such structures and such structures must be installed and affixed to the land pursuant to the requirements of the City's rules and regulations under the direction and supervision of the City Building Inspector. Med-Trans shall pay all costs and expenses incurred in the making of any improvements as may be authorized by the City and, at its cost and expense, obtain all necessary and required permits relating to its use of the Leased Premises. It is understood and agreed that any improvements and installations resulting from remodeling shall remain a part of the Leased Premises and shall be owned by City at the expiration of this Lease.

9. **HELICOPTER PAD.** Med-Trans shall use the Helicopter Pad for helicopters to land and take off in connection with providing air medical services. Med-Trans represents that it has full knowledge and understanding of all of the laws, rules and regulations and safety standards relating to the operation of airports and agrees to abide by and comply with all of such requirements and standards. It is anticipated that at some time in the future during the Primary Term of this Lease, or any extension thereof, that the City may need the Helicopter Pad for other uses which may be recommended and developed under the present or future master plan of the Airport.

The City reserves the right to relocate the Helicopter Pad to another location upon the Airport. Med-Trans agrees and consents for the City to relocate the Helicopter Pad at any time during the Primary Term or any extension thereof, provided that such relocation is in reasonable close proximity to Med-Trans' Office facility. The City shall ensure that water access and electrical outlets (200-amp, 110 volt service) are close to the Helicopter Pad so that a water hose can reach the helicopter(s) for washing and shorelines may be connected to the helicopter(s) when necessary. All expenses relating to the electrical outlets and use of electrical energy and the use of water shall be at the expense of Med-Trans.

- 10. **FUEL.** Med-Trans agrees to purchase aviation fuel for its helicopters or any other aircraft from City during the Term of this Lease. City agrees to comply with Med-Trans' reasonable fuel quality testing requirements. Med-Trans shall pay to City the full amount due for fuel used during any calendar month, by the tenth (10<sup>th</sup> day of the following month). Delinquent payments shall be subject to a late charge of five percent (5%) of the amount due.
- 11. **QUIET ENJOYMENT.** So long as Med-Trans keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the Leased Premises, free from all claims against the City and all persons claiming under, by, or through the City.

- agrees to permit City, its servants or agents to enter the Leased Premises at any reasonable hour for the purpose of examining the same in order to determine whether the Leased Premises are being kept in good repair and conditions, and whether the same are being kept, used and maintained in accordance with the provisions and terms of this Lease.
- 13. **MECHANIC'S LIENS.** Med-Trans shall not subject the City's interest in the Leased Premises to any mechanic's or materialman's liens or other lien of any kind. Med-Trans shall not allow a lien or claim of any kind to be filed or claimed against the City's interest in the Leased Premises during the continuance of this Lease. If such lien is claimed or filed, Med-Trans shall cause the Leased Premises to be released from the claim within thirty (30) days after City is given written notice that a claim has been filed, or within thirty (30) days after City is given written notice of the claim and transmits written notice of its receipt to Med-Trans, whichever thirty-day (30) day period expires earlier. Med-Trans shall cause such release, either by paying the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result within the thirty-day (30) period, in releasing City and its title from the claim.
- 14. **ACCEPTANCE OF CONDITION.** Med-Trans acknowledges that it has inspected, or granted the right to inspect, the Premises which includes the building formerly used by the City as the airport terminal building and

accepts the Leased Premises in its "as is" condition and that the City has no obligation to make any repairs, alterations or changes in and to the improvements consisting of the Leased Premises. The Leased Premises are leased to Med-Trans without warranties or representations of any kind from the City as to suitability or safety of the Leased Premises for the purposes of Med-Trans's tenancy.

#### 15. MAINTENANCE OF LEASED PREMISES.

- A. Med-Trans shall maintain the Leased Premises in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly, or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. Med-Trans shall maintain the grass and all landscaping on the Leases Premises so that the Leased Premises are at all times aesthetically attractive to the public.
- B. Med-Trans shall, at its expense, maintain and keep in good repair any and all improvements to the Leased Premises, including the Premises and Helicopter Pad. At the expiration of this Lease or any extended term hereof, or at any earlier termination, Med-Trans shall deliver up the Leased Premises in as good condition as originally constructed, reasonable wear and tear excepted.
  - 16. **INDEMNIFICATION AND HOLD HARMLESS.** Except for claims

arising out of acts caused by the affirmative negligence of City or its representatives, Med-Trans, during the entire term of this Lease, shall indemnify and hold harmless City, its officials, officers, employees, and agents, against any and all claims, debts, demands, or obligations which may be made against City or against its title in the Leased Premises, arising out of, or in connection with, any acts, omissions, or negligence, or any alleged act, omission, or negligence of Med-Trans, its officers, agents, employees, licensees, or invitees, arising in or on the Leased Premises or in connection with the use thereof. If it becomes necessary for City to defend any action seeking to impose any liability against City, its officials, officers, employees, and agents, for any such acts, omissions, or negligence, Med-Trans will pay City all costs of court and reasonable attorney fees incurred by City in effecting such defense in addition to all other sums that City may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted.

17. **LIABILITY INSURANCE.** At all times during the term of this Lease, and during any use, occupancy, or possession of the Leased Premises before such term commences, Med-Trans shall, at its expense, provide public liability and property damage insurance with a company approved by City. Such insurance shall provide for coverage of not less than \$3,000,000.00 for injury or death to any one person, and not less than \$5,000,000.00 for injury or death to more than one person as a result of one accident, and not less

than \$3,000,000.00 for property damage and shall name City as an insured. Such insurance policy shall insure Med-Trans against all claims and demands made by any person or persons for injuries to persons and property received in connection Med -Trans' use, occupancy, operation and maintenance of the Leased Premises and improvements located thereon and for any other risk insured by such policies. Such insurance policy shall be in the form commonly known as "comprehensive general liability". Med-Trans shall promptly deliver the original or a duplicate original of each policy or policies to City as they are written, together with adequate evidence of the fact that the premiums are paid.

### 18. REMOVAL OF EQUIPMENT, FIXTURES. AND MERCHANDISE.

It is understood and agreed by and between the parties hereto that Med-Trans may place or install on or in the Leased Premises such trade fixtures and equipment as it shall deem desirable for the conduct of its business therein. Notwithstanding the means, mode or method of attachment to the Leased Premises, such trade fixtures and equipment shall remain the personal property of Med-Trans. Med-Trans or the legal owner or a secured party of any equipment. fixtures, merchandise or other personal property, installed or placed in or on the Leased Premises by Med-Trans, or with Med-Trans' permission and consent, will have the right exercisable at will to remove from the Leased Premises all such equipment, fixtures, merchandise and other personal property installed or placed therein by Med-Trans or by its direction,

notwithstanding the manner or mode of attachment of such equipment, fixtures, merchandise or personal property to the building or Leased Premises. City agrees to execute a waiver, if requested to do so, in favor of any legal owner or secured party of such equipment, fixtures, merchandise or other personal property installed or placed in or on the Leased Premises permitting the removal of such equipment, fixtures, merchandise and other personal property by such legal owner or secured party. The removal of all such items shall be at the expense of Med-Trans. Upon the removal of any such equipment, fixtures, merchandise or other personal property, the Leased Premises shall be restored to as good a condition as before removal.

- 19. **ATTORNEYS' FEES AND COSTS.** Should either party after default of the other file suit to enforce any provision of this instrument, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees and court costs, and its reasonable attorney's fees for determining the amount of any reasonable attorney's fees.
- 20. **DOCUMENTS OF TITLE. COMPLIANCE WITH LAWS. RULES AND REGULATION. EXISTING LEASE AGREEMENTS.** The premises are located at Lake City Gateway Airport and, therefore, Med-Trans' use of the premises and its rights hereunder shall be subject to the following provisions:
- A. This Lease shall be subject to the terms, conditions and provisions of the Instruments of Transfer and all restrictions of record

affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the City and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the City or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the City to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

B. Med-Trans, for itself, its successors in interest and assigns, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Med-Trans shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49,

Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation, as said Regulations may be amended. A breach of this covenant shall constitute an Event of Default hereunder, provided that no such Event of Default shall be deemed to have occurred until the procedures of Title 49, Code of Federal Regulations, are followed and completed, including the exercise or expiration of appeal rights.

- C. The City reserves the right to further develop or improve all areas of the Airport as it sees fit, other than the Leased Premises, without any interference or hindrance from Med-Trans, provided that any such development does not unreasonably interfere with Med-Trans' operation.
- D. The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.
- E. Med-Trans expressly agrees, for itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

- F. Med-Trans expressly agrees, for itself and its successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.
- **ENVIRONMENTAL MATTERS.** Med-Trans acknowledges that certain federal, state and local laws, regulations and guidelines are now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Leased Premises concerning the impact on the environment, land use, the maintenance and operation of buildings and improvements and the conduct of business. Med-Trans will not cause, or permit to be caused, during the term of the Lease any act or practice, by negligence, omission, or otherwise, that would violate any of said laws, regulations or guidelines. Med-Trans shall indemnify, defend, and hold City harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including reasonable attorneys' fees and court costs) arising from actual damage to the environment, agency costs of investigation, penalties and fines imposed by any governmental agency, personal injury or death, or damage to the Leased Premises during the term of this Lease due to a release of Hazardous Wastes on or under the Leased Premises and surrounding lands caused by Med-Trans during the Term of this Lease resulting from Hazardous Wastes. Med-Trans does not, however, indemnify and hold City harmless from any such

claims as enumerated in the preceding sentence caused by others including, but not limited to, the U.S. Military or any other Governmental entity, City or any of its other past or present tenants, guests, or invitees, using the airport facilities and its surrounding lands of which the Leased Premises is a part.

"Hazardous Wastes" are as defined in the Resources Conservation and Recovery Act ("RCRA") 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act ("CERCLA"), 42 U.S.C. Section 9601-9756 as amended by Superfund Amendments and Reauthorization Act of 1986 ('SARA"), including all amendments thereto. The provisions of this Paragraph 21 shall survive the expiration and termination of the term of this Lease as to those matters or incidents occurring during the term of this Lease.

- 22. **DEFAULT** Each of the following events shall constitute a default or breach of this Lease by Med-Trans
- A. If Med-Trans shall fail to pay City any rent, additional rent or any other payment of money when the same shall become due and shall not make such payment within ten (10) days thereof.
- B. If Med-Trans shall fail to perform or comply with any of the conditions of this Lease (other than the payment of rent or any other money), and if the nonperformance shall continue for period of thirty (30) days after written notice thereof by City to Med-Trans.

- C. If Med-Trans shall vacate or abandon the Leased Premises.
- D. If this Lease or the interest of Med-Trans hereunder shall be transferred to or pass to or devolve on any other entity except in the manner herein permitted.
- E. If Med-Trans either voluntarily, involuntarily or otherwise by operation of law be dissolved.
- F. If Med-Trans either voluntarily or involuntarily is adjudicated bankrupt.
- G. If a receiver or trustee shall be appointed of the property of Med-Trans or if any levy shall be made against the leasehold interest of Med-Trans.
- 23. **REMEDIES UPON DEFAULT.** If any rent required by this Lease is not paid within ten (10) days after it is due, or any other default is not corrected within thirty (30) days from notice of default, the City shall have the option to:
- A. Terminate this Lease, resume possession of the Leased Premises for its own account and recover immediately from Med-Trans the difference between the rent specified in this Lease and the fair rental value of the Leased Premises for the remainder of the term reduced to present worth, or
- B. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Med-Trans and recover from Med-Trans at the end of the term, or at the time each payment of rent become

due under this Lease, as the City may choose, the difference between the rent specified in this Lease and the rent received on the re-leasing or renting, or

C. Pursue any other remedy or remedies provided by law, in addition to those herein above provided.

24. **PERFORMANCE AFTER DEFAULT.** The continued performance by City under this Lease for any period after a default by Med-Trans shall not be deemed a waiver of any right on the part of City to terminate this Lease for such default. No waiver for City of any default by Med-Trans shall be construed to be or act as a waiver by City of any subsequent default.

25. **ASSIGNMENT.** This Lease may not be assigned without the prior written consent of the City, which consent will not be unreasonably withheld.

26. **NOTICES.** All notices and communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, postage pre-paid, and if intended for the City addressed as follows:

City Manager City of Lake City, Florida 205 North Marion Avenue Lake City, Florida 32055

with a copy to:

City Attorney City of Lake City, Florida 205 North Marion Avenue Lake City, Florida 32055

and if intended for Med-Trans addressed as follows:

Mr. Robert Hamilton President Med-Trans Corporation 1001 Boardwalk Springs PL O'Fallon, Missouri 63368

- 27. **BINDING EFFECT.** This Lease and all provisions herein shall be binding upon the parties hereto, their successors and assigns.
- 28. **TIME OF THE ESSENCE**. It is understood and agreed by and between the parties hereto that time is of the essence of this Lease and applies to all terms, covenants, and conditions contained herein.
- 29. **HEADINGS.** The headings or catch lines of paragraphs in this Lease agreement are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope of this Lease or of its intent of any provisions hereof.
- 30. **SEVERABILITY.** If any term or provision of this Lease is to any extent invalid or unenforceable, the remainder of this Lease shall not be affected, and the remaining terms and provisions shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.
- 31. **COMPLIANCE WITH LAWS.** Med-Trans shall, during the Term of this Lease, abide by and comply with all present and future federal, state, county, and city laws, rules, and regulations and the laws and regulations of all governmental regulatory agencies which now or may hereafter exist concerning the use of the Leased Premises, and will permit no violation of any

of such laws and regulations.

- 32. **CUMULATIVE REMEDIES.** During the continuance of this Lease, the City shall have all rights and remedies which this Lease and the laws of the State of Florida assure to it. All rights and remedies accruing to City shall be cumulative; that is, City may pursue all rights that the law and this Lease afford to it, in whatever order City desires and the law permits without being compelled to resort to any one remedy in advance of the other.
- 33. **GOVERNING LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding that may be brought to interpret or enforce the terms of this Lease shall be brought and maintained in the Court of Columbia County, Florida, notwithstanding that any party may be a resident of a different State or jurisdiction.
- 34. **WAIVER.** Any waiver by any party of default of any other party of this Lease shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Lease shall be a waiver of any parties' right to demand exact compliance with the terms of this Lease.
- 35. **COUNTERPARTS.** This Lease shall be executed in two or more counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF,** the parties hereto have executed this Lease Agreement the day and year first above written.

	CITY OF LAKE CITY, FLORIDA
ATTEST:	BY: Stephen M. Witt, Mayor
BY:Audrey E. Sikes, City Clerk	
APPROVED AS TO FORM AND LEGALITY:	
BY: Thomas J. Kennon, III, City Attorney	
	MED-TRANS CORPORATION, a North Dakota corporation
	BY: Robert Hamilton, Chief Operating Officer

#### EXHIBIT A

# ATTACHED TO LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND MED-TRANS CORPORATION, EFFECTIVE JULY 1, 2023

#### **PREMISES**

- The building consisting of the former airport terminal as depicted on the aerial photo labeled as "Operation Building".
- Maintenance Hangar as depicted on the aerial photo labeled as "Maintenance Hangar".
- Helicopter Pad area as depicted on the aerial photo labeled as "Helicopter Pad".

TOGETHER WITH common parking area to be used by Med-Trans personnel in common with other users of the airport.

6/5/2021 Print Document



6/5/2021 Print Document



# File Attachments for Item:

11. City Council Resolution No. 2023-052 - A resolution of the City Council of the City of Lake City, Florida, amending Resolution 2023-029 and authorizing the execution of a Grant Agreement with the State of Florida, Department of Transportation, for the reimbursement of allowable costs associated with the design of Industrial Loop Road at the Lake City Gateway Airport for a cost not to exceed \$98,333.00.

MEETING	DATE

# CITY OF LAKE CITY Report to Council

COUNCIL AGENDA			
SECTION			
700004			
ITEM			
NO.			

**SUBJECT:** Design of Industrial Loop Rd. Amendment 1

**DEPT / OFFICE:** Airport

Originator:	Laura Kraft		
City Manager	•	Department Director	Date
	Paul Dyal	Dee Johnson	4/13/2023

### Recommended Action:

Create and execute a resolution (Exhibit D) authorizing the FDOT to assist financially via the Public Transportation Grant Agreement (PTGA) to design a solution to repairing Industrial Loop Rd.. This PTGA covers 100% of the estimated project cost of \$98,333.00. FAA can not help fund this project since it is located on non-aeronautical property.

# Summary Explanation & Background:

Industrial Loop Rd. in the Airport's Industrial Park has been in need of repairs for decades. Currently there are approximately 50 acres that can not be leased for revenue purposes due to the horrible condition of Industrial Loop Rd. This grant will include design, permitting, bidding, demolition, construction, rehabilitation to the stormwater drainage and inlets, all materials for new and aged pavement along with equipment and labor to complete the project. In Summer 2022, the airport spent \$59,367.00 to repair the broken stormwater drainage pipes to aid in the major repairs of the roadway. This grant will help the airport get closer to its goal in obtaining future companies looking to set-up their businesses in Lake City.

# **Alternatives:**

The city would need to secure a loan to achieve the requirements needed to implement this type of project.

# Source of Funds:

Department of Transportation Public Transportation Grant

# Financial Impact:

Having access to the entire Industrial Loop will bring more revenue into the airport with more leaseholders.

# **Exhibits Attached:**

PTGA

# CITY COUNCIL RESOLUTION NO. 2023-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING RESOLUTION 2023-029 AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, **DEPARTMENT** TRANSPORTATION, **FOR** REIMBURSEMENT OF THE ALLOWABLE COSTS ASSOCIATED WITH THE DESIGN OF INDUSTRIAL LOOP ROAD AT THE LAKE CITY GATEWAY AIRPORT FOR A COST NOT TO EXCEED \$98,333.00.

**WHEREAS**, the City Council of the City of Lake City, Florida (hereinafter the "City") previously approved City Council Resolution 2023-029, thereby authorizing the execution of a Public Transportation Grant Agreement (hereinafter the "PTGA") with the State of Florida, Department of Transportation (hereinafter "FDOT") for the design and rehabilitation of Industrial Loop Road at the Lake City Gateway Airport (hereinafter the "Project") for a total Project cost estimated not to exceed \$983,333.00; and

**WHEREAS,** the City Administration was advised the total Project cost was estimated not to exceed \$983,333.00 and that FDOT was providing ten percent (10%), totaling \$98,333.00, the FAA was providing up to ninety percent (90%), totaling \$885,000.00, each pursuant to the Agreement (Financial Project Number 443830-2-94-23); and

**WHEREAS,** the Project is not covered under the FAA funding requirements; and

**WHEREAS,** the City Administration recommends to the City Council that the Agreement with FDOT for the reimbursement of allowable costs not to exceed \$98,333.00 be approved; and

**WHEREAS,** the City Council finds it to be in the best interests of the City to accept the offer of FDOT pursuant to the terms and conditions of the Agreement.

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

- **Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.
- **Section 2**. The City hereby accepts the grant offer from FDOT pursuant to the terms of the Agreement.
- **Section 3.** The Mayor is authorized to execute the Agreement for, and on behalf of, the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of May 2023.

# CITY OF LAKE CITY, FLORIDA

	By: Stephen M. Witt, Mayor
ATTEST:	APPROVED AS TO FORM AND LEGALITY:
By: Audrey E. Sikes, City Clerk	By: Thomas J. Kennon, III, City Attorney

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION

# **GRANT AGREEMENT**

Financial Project Number(s):  (item-segment-phase-seguence)		Fund(s):		FLAIR Category:	088719	
443830-2-94-23	,	Work Activity Code/Function:	215	Object Code:	751000	
		Federal Number/Federal Award		Org. Code:	55022020228	
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000352002	
Contract Number:		Federal Award Date:	N/A			
CFDA Number:	N/A	_ Agency SAM/UEI Number:			_	
CFDA Title:	N/A					
CSFA Number:	55.004					
CSFA Title:	Aviation Gr	ant Program				

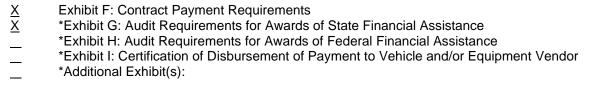
THIS **PUBLIC** TRANSPORTATION GRANT AGREEMENT ("Agreement") is , by and between the State of Florida, Department of Transportation, ("Department"), and City of Lake City, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

- 1. Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in the Design of the Industrial Loop Road Pavement & Drainage Reconstruction at Lake City Gateway Airport. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
  - <u>X</u> Aviation Seaports
  - **Transit**
  - Intermodal
  - **Rail Crossing Closure**
  - Match to Direct Federal Funding (Aviation or Transit)
    - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
  - Other
- 4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:
  - <u>X</u> <u>X</u> Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance
    - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions
  - \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
  - \*Exhibit C: Terms and Conditions of Construction
  - Exhibit D: Agency Resolution
  - Exhibit E: Program Specific Terms and Conditions

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

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- **6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through <u>September 30</u>, <u>2026</u>. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
  - **a.** \_ If this box is checked the following provision applies:

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

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- **8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
  - **a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - **b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
  - **d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

## 9. Project Cost:

- a. The estimated total cost of the Project is \$98,333. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$98,333 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

## 10. Compensation and Payment:

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

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# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

- f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

# PUBLIC TRANSPORTATION GRANT AGREEMENT

- j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.
- **k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- I. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project

# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

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

# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

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

## 12. Contracts of the Agency:

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

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# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

- **13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
  - a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- **b.** If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - **iii.** Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - **iv.** If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - **ii.** There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.
- **15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

## Federal Funded:

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

# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

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

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# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

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

### State Funded:

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

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### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# PUBLIC TRANSPORTATION GRANT AGREEMENT

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

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

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450

Email: flaudgen\_localgovt@aud.state.fl.us

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

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- **16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.
- 17. Restrictions, Prohibitions, Controls and Labor Provisions:
  - a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  - b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

### 18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

### 19. Miscellaneous:

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

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

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

AGENCY City of Lake City	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Ву:	By:
Name:	Name: James M. Knight, P.E.
Title:	Title: <u>Urban Planning and Modal Administrator</u>
	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Legal Review:

#### **EXHIBIT A**

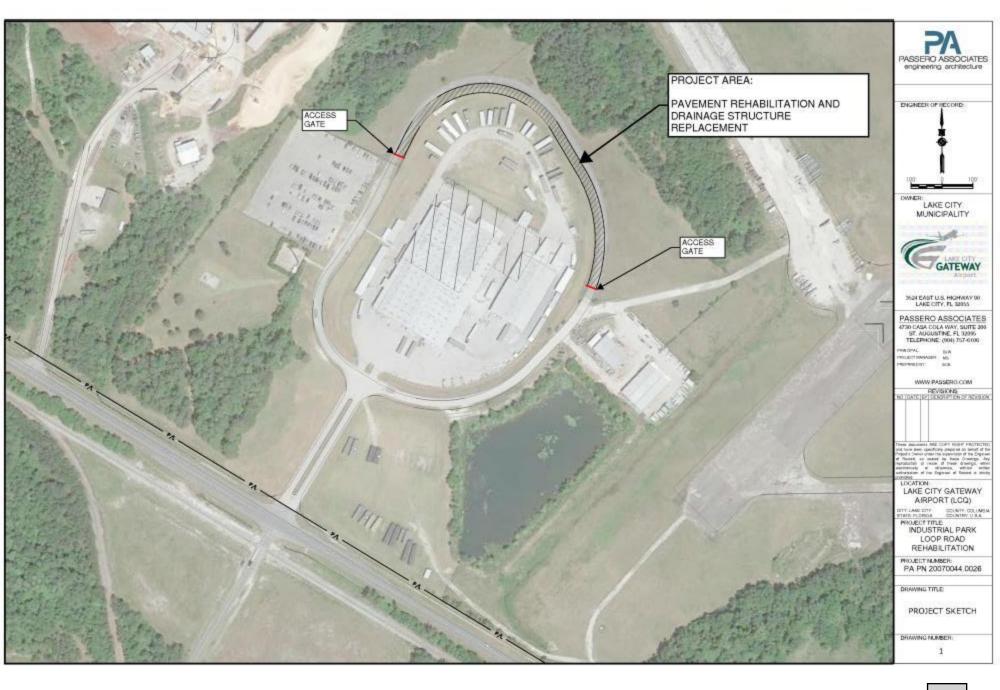
## **Project Description and Responsibilities**

- **A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design of the Industrial Loop Road Pavement & Drainage Reconstruction
- B. Project Location (limits, city, county, map): Lake City Gateway Airport/Lake City, FL/Columbia
- **C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to preliminary & final design, data collection, topographic & geotechnical surveys, permitting, bidding, drainage, stormwater and inlets, utilities, pavement rehabilitation including all materials, equipment, labor, and incidentals required to complete the final design of this roadway project. The Sponsor will comply with Aviation Program Assurances.
- D. Deliverable(s): Design of the Industrial Loop Road Pavement & Drainage Reconstruction

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

- E. Unallowable Costs (including but not limited to):
- F. Transit Operating Grant Requirements (Transit Only):

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



#### **EXHIBIT B**

### **Schedule of Financial Assistance**

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

# A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount	
443830-2-94-23	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$98,333.00	
		Total Financial Assistance					\$98,333.00	

# B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$98,333.00	\$0.00	\$0.00	\$98,333.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$98,333.00	\$0.00	\$0.00	\$98,333.00			

<sup>\*</sup>Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity	
Line Item (ALI) (Transit Only)	

# BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

### **EXHIBIT C**

#### TERMS AND CONDITIONS OF CONSTRUCTION

- 1. Design and Construction Standards and Required Approvals.
  - a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
  - b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, <a href="Donna Whitney (email:donna.whitney@dot.state.fl.us">Donna Whitney (email:donna.whitney@dot.state.fl.us</a>) or from an appointed designee. <a href="Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
  - c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
  - **d.** The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
  - **e.** The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
  - f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- 2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
  - a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

# PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

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

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

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

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

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

Insert District PIO contact info:

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

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

# **ENGINEER'S CERTIFICATION OF COMPLIANCE**

# PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

PROJECT DESCRIPTION:	
DEPARTMENT CONTRACT NO.:	
FINANCIAL MANAGEMENT NO.:	
certifies that all work which originally required compliance with the Project construction plans	of the Public Transportation Grant Agreement, the undersigned certification by a Professional Engineer has been completed in and specifications. If any deviations have been made from the g with an explanation that justifies the reason to accept each
deviation, will be attached to this Certification.	Also, with submittal of this certification, the Agency shall furnish
the Department a set of "as-built" plans for o	construction on the Department's Right of Way certified by the
Engineer of Record/CEI.	
	By:, <u>P.E.</u>
SEAL:	Name:
	Date:

#### Form 725-000-02 STRATEGIC DEVELOPMENT OGC 01/23

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

# **EXHIBIT D**

**AGENCY RESOLUTION** 

PLEASE SEE ATTACHED

#### **EXHIBIT E**

# PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION AVIATION PROGRAM ASSURANCES

### A. General.

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

## **B. Agency Compliance Certification.**

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

# PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

## b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

# c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

## d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook
- 2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

# a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

### b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

### c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

### a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

## b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

# **PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS**

# C. Agency Authority.

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

# 1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

### 2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

## 3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

### 4. Hazard Removal and Mitigation.

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

# 5. Airport Compatible Land Use.

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

### 6. Consistency with Local Government Plans.

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

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

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

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

## 8. Airport Financial Plan.

- **a.** The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- **b.** All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.
- 9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

## 10. Fee and Rental Structure.

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

# 11. Public-Private Partnership for Aeronautical Uses.

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

### 12. Economic Nondiscrimination.

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

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- **b.** The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- **13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

### 14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - **2)** Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- **b.** Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

## 15. Federal Funding Eligibility.

- **a.** The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- **b.** If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

## 16. Project Implementation.

- **a.** The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- **b.** The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- **17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

## 18. Airfield Access.

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

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

- **b.** The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.
- 19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

#### 20. Consultant, Contractor, Scope, and Costs.

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

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

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

## PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - **b)** Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.
- 23. Construction Projects. The Agency assures that it will:
  - a. Project Certifications. Certify Project compliances, including:
    - 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
    - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
    - 3) Completed construction complies with all applicable local building codes.
    - **4)** Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
  - **b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
    - The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
    - 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
    - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
    - **4)** Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
  - **c. Inspection and Approval.** The Agency assures that:
    - 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
    - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
    - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
  - d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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

- **a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- **b. Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

#### **EXHIBIT F**

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

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

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

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

#### **EXHIBIT G**

#### AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

**CSFA Number:** 55.004 \***Award Amount:** \$98,333

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

## <u>COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:</u>

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

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

<sup>\*</sup>The award amount may change with amendments

#### File Attachments for Item:

12. Discussion and Possible Action - Lake Shore Hospital Authority Parcels (Council Member Todd Sampson)

**Supporting Documents:** 

- \* City Council Resolution No. 2020-013
- \* January 12, 2022 letter from Dale Williams, Executive Director of Lake Shore Hospital Authority
- \* Minutes July 5, 2022 (reference Item #4)

Inst: 202012018624 Date: 11/04/2020 Time: 2:51PM Page I of 13 B: 1423 P: 1187, James M Swisher Jr, Clerk of Court Columbia, County, By: BR Deputy Clerk

FLK/kt 01/22/2020

#### CITY COUNCIL RESOLUTION NO. 2020-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENT WITH THE LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY FOR THE ACCEPTANCE OF CERTAIN REAL PROPERTY TO BE CONVEYED BY THE LAKE **AUTHORIZING** SHORE HOSPITAL **AUTHORTIY:** EXECUTION AND DELIVERY OF **PROVIDING** FOR BY THE AGREEMENT: REOUIRED SEVERABIITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida ("City") is in need of relocating its City Hall due to structural issues with the current building that houses City Hall; and

WHEREAS, the Lake Shore Hospital Authority ("LSHA") owns certain real property that has been determined to be surplus to its needs; and

**WHEREAS**, the LSHA has determined that certain real property of the LSHA is surplus to its needs and has expressed a willingness to convey said real property to the City. The property blocks are identified by the Columbia County Tax Parcel Numbers ("Property") as follows:

- 1. 00-00-00-12032-000;
- 2. 00-00-00-12037-000;
- 3. 00-00-00-12033-000;
- 4. 00-00-00-12035-000;
- 5. 00-00-00-12034-000;
- 6. 00-00-00-12027**-**000;
- 7. 00-00-00-12029-000;
- 8. 00-00-00-12028-000;
- 9. 00-00-00-12018-000;
- 10. 00-00-00-12017-000;
- 11. 00-00-00-12016-000; and
- 12. 00-00-00-12019-000.

WHEREAS, the City desires to enter into an Interlocal Agreement ("Interlocal Agreement"), a copy of which is attached hereto as "Exhibit A", with

the LSHA for the conveyance of the aforementioned twelve (12) parcels of real property to construct a new City Hall and affiliated City structures.

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

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

**Section 2**. The City is authorized to enter into the Interlocal Agreement with LSHA for the conveyance of the real properties described within the Agreement.

**Section 3**. The Mayor and the city administration are authorized to execute the Agreement and any required documents necessary to fulfill the intent of the Agreement, for and on behalf of the City.

**Section 4.** If any clause, section, other part of application or this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 5.** This resolution shall become effective immediately upon passage and adoption:

**PASSED AND ADOPTED** at a meeting of the City Council this day of February, 2020.

CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST:

Marie -

Audrey E./Sikes, City Clerk

APPROVED AS TO FORM AND

LEGALITY:

By:

Frederick L. Koberlein, Jr.,

City Attorney

## INTERLOCAL AGREEMENT BETWEEN LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY AND THE CITY OF LAKE CITY, FLORIDA

### WITNESSETH:

WHEREAS, Lake Shore is created and established a body corporate and politic pursuant to Laws of Florida chapter 2005-315 effective June 10, 2005: and,

WHEREAS, pursuant to the Laws of Florida creating and establishing Lake Shore and pursuant to its purposes and powers Lake Shore is empowered to acquire, purchase, hold, own, operate, and lease and use properties, real, personal, or mixed or any interest therein necessary or desirable for carrying out the purposes of Lake Shore, and to sell, lease, transfer, and dispose of any property or interest therein at any time acquired by it; and

WHEREAS, City as provided in Section 2 (b) Article VIII of the Florida State

Constitution and Chapter 166 Florida Statues has the governmental, corporate and proprietary

powers to enable it to conduct municipal government, preform municipal functions, and render

municipal services; and may exercise any power for municipal purposes, except when expressly

prohibited by law; and

WHEREAS, City has requested that Lake Shore gift the City twelve (12) vacant parcels of real property owned by Lake Shore for public use including the purpose of building a new city hall, potential county administrative facilities; and public parking for future City and county administrative buildings, in addition to addressing the huge demand for public parking in the area; and

WHEREAS, City is willing to enter into an agreement with Lake Shore for a mutually agreed upon ingress and egress route to Lake Shore Hospital and facilities; and

WHEREAS, Lake Shore is satisfied that the requested property is necessary for the use proposed by the City, is not required for Lake Shore purposes, and that the acquisition of the property and use thereof by the City is in the best interest of the public, and most especially the residents and citizens of Columbia County, Florida wherein both the Lake Shore Hospital and facilities and City are located; and

WHEREAS, Lake Shore and the City desire to continue to work together and have reached an agreement between them to achieve there mutual goals, and wish to finalize such agreement by committing such agreement to writing; and thereby create a legally enforceable obligation for both PARTIES.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreement herein contained, and other good valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

#### 1. Recitals:

The foregoing recitals are true and correct and incorporated herein by this reference.

### 2. Purpose of the Agreement:

The purpose of this Agreement is to establish and memorialize the Parties' agreement including the responsibilities of each party for actions to be taken.

#### 3. Obligations of Lake Shore:

- 3.1 Lake Shore will gift and convey "AS IS" by Quit Claim Deed to City the following twelve (12) real property lots identified by Columbia County Tax Parcel Numbers: (herein the "Property")
  - 1. 00-00-00-12032-000;
  - 2. 00-00-00-12037-000;
  - 3. 00-00-00-12033-000;
  - 4. 00-00-00-12035-000;
  - 5. 00-00-00-12034-000;
  - 6. 00-00-00-12027-000;
  - 7. 00-00-00-12029-000;
  - 8. 00-00-00-12028-000;
  - 9. 00-00-00-12018-000;
  - 10.00-00-00-12017-000;
  - 11. 00-00-00-12016-000; and
  - 12. 00-00-00-12019-000.

The deed of conveyance will include a reverter provision that the Property may be used solely and exclusively for governmental public purposes. If the City fails to substantially complete construction of new local government buildings including but not limited to a new city hall and collateral uses on the property designated for that purpose within \_\_\_\_\_\_ years from the date title to the property is conveyed to the City; or if the property ceases to be used for such public purposes, then, and in such event, title to the property shall be terminated and forfeited and revert to Lake Shore or its successor in interest.

3.2 Lake Shore does not make any representation or warranty regarding environmental protection, pollution, or land use laws, regulations, orders, or requirements. City agrees that Lake Shore shall not be liable for any special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair, or operation of the property. City further acknowledges and agrees that Lake Shore does not make any representation or warranties, express or implied, as to the property. Prior to the transfer of ownership, City shall conduct due diligence as it may deem approbate including but limited to any environmental investigation, including without limitation sampling and analysis of soil, ground water, surface water, air, and structural or building components, with respect to the property which City may deem necessary or advisable. Lake Shore grants City, its agents, contractor and assigns, the right to enter the property at any time prior to finalizing transfer of title to City for the purpose of conducting its due diligence, upon reasonable notice, at mutually agreed upon times; provided, however City and its representatives enter the property and conduct inspections and other due diligence at its own risk. City will repair all damages to the property resulting from its inspections and due diligence, and return the property to the condition it was in prior to the City conducting its due diligence and inspections. City will at its expense release to Lake Shore all reports and other work generated as a result of the due diligence and inspections. City will complete it's due diligence and inspections within six (6) months from the Effective Date of this Agreement.

#### 4. Obligations of the City:

4.1 City owns, repairs, and maintains the following streets ("Streets") which provide the primary vehicular access to the Lake Shore Hospital and facilities:

Street Name

Minimum Area to Remain Open

a. Northeast Franklin Street; Main Blvd to Lake Shore Terrace

b. Northeast Davis Avenue; Entire Street

c. Northeast Methodist Terrace; Northeast Franklin Street to N.E. Lake

Desoto Drive

d. Northeast Lake Shore Terrace; All

e. Laguna Drive; All

f. N. E. Vickers; and From East Duval Street to intersect with

N. E. Lake Desoto Circle

g. Northeast Lake Desoto Circle. From intersection with N. E. Vickers Terr,

then easterly and northerly (counter clockwise) to intersection with N.E.

Methodist Street.

Except as herein provided, City agrees it will not vacate, abandon or close and that it will leave open maintain and repair the foregoing described Streets or portions thereof which will provide and allow for continued vehicular and other ingress and egress to Lake Shore Hospital and facilities by the public, and Lake Shore Hospital including its officers, employees, designees, invitees, and others desiring reasonable ingress and egress to and from Lake Shore Hospital and its facilities. The City will grant, execute and deliver to Lake Shore in recordable form a perpetual non exclusive easement for ingress and egress through over and across the Streets by Lake Shore including its heirs, successors, and assigns. Such ingress and egress rights granted by the City to Lake Shore may be canceled or otherwise modified only by mutual agreement of the PARTIES.

Notwithstanding the foregoing, City shall be authorized to temporarily close Northeast Lake Desoto Circle Street for special events, festivals, repairs and maintenance provided reasonable ingress and egress shall remain open from Northeast Methodist Terrace to Lake Shore Hospital's helicopter pad area for emergency vehicles and other patient transport. Further, City shall be authorized to temporarily close the other streets for purposes of repairs and maintenance so long as there always remains reasonable ingress and egress to and from Lake Shore Hospital

and its facilities.

4.2 City will be responsible for all costs incurred by it in completing its inspections and other due diligence on the property. Further, City will be responsible for all cost related to expenses incurred in connection with deeding and conveyance of the property from Lake Shore to City including but not limited to preparation of deed and other legal documents, local and state documentary stamps, recording costs, title search expenses, and owner's title insurance, settlement agent fees, and similar costs relating to the preparation and recording of the deed and conveyance documents. Each party shall be responsible for its own respective attorney fees.

#### 5. Term of Agreement:

This Agreement shall become effective immediately after its has been executed by all PARTIES and the Agreement is filed with the Clerk of the Circuit Court for Columbia County, Florida pursuant to Section 163.01 (11), Florida Statues, (herein "Effective Date"). This Agreement may be terminated only for cause or by mutual written agreement of the PARTIES. The terms of this Agreement shall survive the conveyance of the Property by Lake Shore to City.

#### 6. Termination or Modification:

No portion of this Agreement may be terminated, canceled, amended, revoked, or abandoned except through a written agreement executed by the PARTIES with the same formalities as this Agreement. Any termination, whether or not for breach, will not affect any right, obligation, or liability of a party arising prior to termination of this Agreement.

#### 7. Miscellaneous:

7.1 This Agreement contains the entire agreement between the PARTIES and

supercedes all prior contracts, agreements or understandings between the PARTIES. Each party represents and warrants to the other that no contract, agreement or presentation on any matter contained herein exists between the PARTIES except as expressly set out herein.

- 7.2 The provisions of this Agreement are for the sole benefit of Lake Shore and the City, and no provision of this Agreement shall be deemed for the benefit of any other person or entity.
- 7.3 Neither party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party.
- 7.4 Any and all notices, request or other communications hereunder shall be deemed to have been duly given in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To Lake Shore:

Lake Shore Hospital Authority

c/o Executive Director or his successor or designee

259 Northeast Franklin Street

Lake City, Florida 32055

To City:

City of Lake City

c/o Joe Helfenberger, City Manager, or his successor or

designee

205 North Marion Avenue

Lake City, Florida 32055

- 7.5 This Agreement will be governed, construed and enforced in accordance with the laws of the State of Florida.
- 7.6 Notwithstanding anything else herein to the contrary, nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or any expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

WITNESS WHEREOF THIS AGREEMENT has been signed by the authorized representatives of the PARTIES.

LAKE SHORE HOSPITAL AUTHORITY

By: Kmse's

Chairman

ATTEST:

, Secretary

CITY OF LAKE CITY

Ву:\_\_\_

Stephen M. Witt, Mayor

AT/TEST:

Audrey E. Sikes, City Clerk

### STATE OF FLORIDA COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by I physical presence or		
□ online notarization this 10 day of Feb 2020, by		
Brandon Biel, as Chairman, and Lovetta, W. Charcy as Secretary,		
of LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY,		
FLORIDA, a body politic of the State of Florida, on behalf of the Board, who are		
personally known to me or who have produced Florida driver's licenses as identification.		
Notary Public State of Florida Cynthia A Watson My Commission GG 351334 Expires 10/30/2023  Automatical State of Florida Cynthia A Watson My Commission GG 351334 Expires 10/30/2023		
Notary Public, State of Florida		
(NOTARIAL		
SEAL) My Commission Expires: $10/30/2023$		
STATE OF FLORIDA		
COUNTY OF COLUMBIA		
The foregoing instrument was acknowledged before me by means of physical presence or $\square$ online notarization this $2020$ , by		
STEPHEN M. WITT, MAYOR, and AUDREY E. SIKES, CITY CLERK, of CITY		
OF LAKE CITY, FLORIDA, who are personally known to me or who have produced		
Florida driver's licenses as identification.		
KATHRYN MCCRARY Notary Public - State of Florida Commission # GG 247012 My Comm. Expires Aug 8, 2022 Bonded through National Notary Assn.  (NOTARIAL  KATHRYN MCCRARY Notary Public - State of Florida  Notary Public, State of Florida		
SEAL) My Commission Expires:		

## LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY RESOLUTION NO. 20- 001

A RESOLUTION OF THE BOARD OF TRUSTEES OF LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY PROVIDING FOR APPROVAL AND EXECUTION OF THE INTERLOCAL AGREEMENT WITH THE CITY OF LAKE CITY, FLORIDA; PROVIDING FINDINGS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE INTERLOCAL AGREEMENT AND RELATED DOCUMENTS REQUIRED BY THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the Board of Trustees ("Board") of Lake Shore Hospital Authority of Columbia County, a body corporate and politic ("Lake Shore") has determined it is in the best interest of the public, including the taxpayers, residents, and citizens of Columbia County, Florida and Lake Shore to enter into the Interlocal Agreement ("Agreement") between Lake Shore and the City of Lake City, Florida ("City") which provides for the conveyance and gift of certain real property to the City subject to the terms and conditions of the Agreement. Further, said real property is determined to be surplus property not required for Lake Shore's uses and purposes in providing for the residents and citizens of Columbia County, Florida.

THEREFORE BE IT RESOLVED BY THE BOARD, the Board approves the Agreement between Lake Shore and City for the conveyance and gift of the real properties described in the Agreement, subject to the terms and conditions thereof. As designated in the Agreement the real property blocks are identified by the Columbia County Tax Parcel Numbers ("Property") as follows:

- 1. 00-00-00-12032-000;
- 2. 00-00-00-12037-000;
- 3. 00-00-00-12033-000;
- 4. 00-00-00-12035-000;
- 5. 00-00-00-12034-000;
- 6. 00-00-00-12027-000;
- 7. 00-00-00-12029-000:
- 8. 00-00-00-12028-000:
- 9. 00-00-00-12018-000:
- 10.00-00-00-12017-000;
- 11.00-00-00-12016-000; and
- 12.00-00-00-12019-000.

BE IT FURTHER RESOLVED that the Chairman of the Board other necessary officers of the Board employees, and attorneys are granted authority to execute the Agreement, and all of the required documents including but not limited to the deed and as provided for in the Agreement to complete the conveyance and gift of the real property to City.

Action for the approval for this Resolution was taken at a regular meeting of the Board on January 13, 2020 which was properly noticed and conducted in accordance with Florida and all other applicable laws.

This Resolution shall take effect immediately upon its adoption.

## LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY BOARD OF TRUSTEES

Lake Shore Board Chair
Date 02/10/2020

Attest

Secretary



259 NE FRANKLIN STREET, SUITE 102 LAKE CITY, FLORIDA 32056-0988 TELEPHONE (386) 755-1090 FAX (386) 755-7009

January 12, 2022

The Honorable Stephen Witt, Mayor City of Lake City 205 North Marion Avenue Lake City, Fl 32055

Mr. Paul Dyal, Interim City Manager City of Lake City 205 North Marion Avenue Lake City, Fl 32055

Re: Lake Shore Hospital Authority – Transfer of Lots to City of Lake City

Dear Sirs:

As you are aware, the Lake Shore Hospital Authority transferred ownership of 12 lots to the City of Lake City pursuant to an Interlocal Agreement dated February 3, 2020. This transfer was made for the specific purpose of constructing a new City Hall/Administrative Building and to create additional parking. After the transfer of lots, the Authority was verbally informed by former City Manager Joe Helfenberger that the city was pursuing a different option regarding this project.

On behalf of the Lake Shore Hospital Board of Trustees, I would like to request the lots be returned to the Authority. This request is based on two factors. First, the Interlocal contains a reverter clause that will return the lots to the Authority 4 years from the date of deed execution if the lots are not used for the specified purpose and, second, the current availability of the lots may assist the Authority in finding new lessees for the Lake Shore Hospital Campus.

As I realize the City of Lake City is in a transitional phase I will be more than glad to assist you in any way possible. Please feel free to contact me at any time. Also, I would appreciate you advising as to your proposed intentions regarding this request.

Sincerely.

Dale Williams
Executive Director

Xc: Marlin Feagle, Attorney Fred Koberlein, Jr., Attorney The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on July 5, 2022 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

#### PLEDGE OF ALLEGIANCE

INVOCATION - Mayor Stephen Witt

#### ROLL CALL

Mayor/Council Member

**City Council** 

Stephen M. Witt Jake Hill, Jr.

Eugene Jefferson C. Todd Sampson

City Attorney Interim City Manager

Sergeant-at-Arms

City Clerk

Frederick Koberlein, Sr. Paul Dyal

i aui Dyai

**Assistant Chief Andrew Miles** 

**Audrey Sikes** 

#### **PROCLAMATIONS - None**

#### **MINUTES**

1. June 21, 2022 Regular Session

Mr. Sampson made a motion to approve the June 21, 2022 regular session minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

#### APPROVAL OF AGENDA

Mayor Witt added Chris Wynn with the Florida Wildlife Commission as a presentation. **Mr. Sampson** made a motion to approve the agenda as amended. **Mr. Hill seconded the motion and the** motion carried unanimously on a voice vote.

#### PUBLIC PARTICIPATION -- PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren
- Befaithful Coker
- Shawn Holmgren

#### APPROVAL OF CONSENT AGENDA

2. Farm to Table Event - Thursday, September 29, 2022 at 6:30 PM, Darby Pavilion. Staff is requesting \$3,000 in matching funds for this Joint City/County Community Event spotlighting our local agriculture community and our local culinary chefs.

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

#### **PRESENTATIONS**

3. Discussion and Possible Action - Dr. Christopher Esing - Requesting approval to remove and replace the existing World War 1 Memorial with donated funds.

Mr. Sampson made a motion to approve the request by Dr. Chris Esing to move and replace the existing World War I Memorial. The motion provides authorization to remove the existing memorial and to place it at Desoto Park in front of the trench mortar. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson Aye
Mr. Jefferson Aye
Mr. Hill Aye
Mayor Witt Aye

4. Discussion and Possible Action - Dale Williams, Executive Director, Lake Shore Hospital Authority - Provide an update on the Lake Shore Hospital Campus and discuss the lots deeded by the Lake Shore Hospital Authority to the City of Lake City for a new City Hall.

Dale Williams provided members with an update on the Lake Shore Hospital Campus. He reported there were three requests for proposals of use for the hospital: A Veterans Affairs Transitional housing facility with medical care – relating to Veterans; a Meridian Behavioral Health Care Intake Facility; and an interest from Florida Gateway College.

Mr. Williams asked for guidance on the 12 lots that were previously donated to the City by the Lake Shore Hospital Authority, and stated the hospital would have a use for the lots if the City determines they are not needed.

Members discussed the lots and concurred to determine whether or not the lots would be needed by the City.

5. Chris Wynn - Lake Montgomery Project

Mr. Wynn presented and reviewed the PowerPoint handouts provided to members, as well as a revised agreement between the City, County, and the Florida Wildlife Commission.

Members concurred to put the agreement on the next agenda for approval.

Mr. Hill spoke in favor of the Lake Montgomery Project, as well as the Gwen Lake Project.

#### **OLD BUSINESS**

#### **Ordinances**

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2225. City Council Ordinance No. 2022-2225 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2225. No one asked to speak on City Council Ordinance No. 2022-2225, therefore Mayor Witt closed the public hearing.

City Council Ordinance No. 2022-2225 (final reading) - An ordinance of the City 6. of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-04, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use classification from Commercial to Residential, Medium Density (less than or equal to 8 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. Mr. Sampson made a motion to approve City Council Ordinance No. 2022-2225 on final reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-04, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use classification from Commercial to Residential, Medium Density (less than or equal to 8 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson Aye
Mr. Hill Aye
Mr. Jefferson Aye
Mayor Witt Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2227. City Council Ordinance No. 2022-2227 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2227. No one asked to speak on City Council Ordinance No. 2022-2227, therefore Mayor Witt closed the public hearing.

7. City Council Ordinance No. 2022-2227 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-03, by the

property owner of said acreage; providing for rezoning from commercial, General (CG) to Residential, Multiple Family-1 (RMF-1) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. Mr. Jefferson made a motion to approve City Council Ordinance No. 2022-2227 on final reading, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-03, by the property owner of said acreage, and providing for rezoning from commercial, General (CG) to Residential, Multiple Family-1 (RMF-1) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jefferson Aye
Mr. Sampson Aye
Mr. Hill Aye
Mayor Witt Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2228. City Council Ordinance No. 2022-2228 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2228. No one asked to speak on City Council Ordinance No. 2022-2228, therefore Mayor Witt closed the public hearing.

City Council Ordinance No. 2022-2228 (final reading) - An ordinance of the City 8. of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiquous acres of land, pursuant to an Application, Z 22-04, by the property owner of said acreage; providing for rezoning from Residential, Single Family-1 (RSF-1) to Residential, Multiple Family-1 (RMF-1) of the City of Lake City. Florida: providing severability; repealing all ordinances in conflict; and providing an effective date. Mr. Sampson made a motion to approve City Council Ordinance No. 2022-2228 on final reading, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an Application, Z 22-04, by the property owner of said acreage, and providing for rezoning from Residential, Single Family-1 (RSF-1) to Residential, Multiple Family-1 (RMF-1) of the City of Lake City, Florida. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson Aye
Mr. Jefferson Aye
Mr. Hill Aye
Mayor Witt Aye

#### Resolutions

9. Motion is needed to remove City Council Resolution No. 2022-068 from the table.

Mr. Sampson made a motion to remove City Council Resolution No. 2022-068 from the table. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

City Council Resolution No. 2022-068 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Colin Baenziger & Associates; providing for executive recruitment services related to the employment of a City Manager; declaring an emergency pursuant to Section 2-181 of the City Code; authorizing an agreement price not-to-exceed \$29,500.00; providing for conflict; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to approve City Council Resolution No. 2022-068, authorizing the execution of a contract with Colin Baenziger & Associates; providing for executive recruitment services related to the employment of a City Manager; declaring an emergency pursuant to Section 2-181 of the City Code, and authorizing an agreement price not-to-exceed \$29,500.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

#### Other Items

10. Discussion and Possible Action - Consider Interviewing David Lynch and Robert Wilford (Presenter: Mayor Stephen Witt)

Mr. Hill spoke in favor of interviewing Mr. Lynch and Mr. Wilford.

Mayor Witt expressed concern for interviewing Mr. Lynch and Mr. Wilford if they aren't going to be considered for the position.

Mr. Jefferson stated he had no objections to interviewing both potential candidates to see if they would be considered going forward.

Mr. Sampson spoke in favor of waiting to see the results provided by the Baenziger firm, and suggested then moving forward with Mr. Lynch and Mr. Wilford.

Members concurred to have all persons interested in the City Manager position to go through the Colin Baenziger & Associates firm.

PUBLIC COMMENT: Sylvester Warren; Shawn Holmgren

11. Discussion and Possible Action: City Hall Update (Interim City Manager Paul Dyal)

Mr. Dyal reported Tetra Tech would be willing to send their original engineer for \$10,000.00 to redo the City Hall structural analysis, and provide an updated report.

Mr. Jefferson made a motion to move forward with Tetra Tech performing a new structural analysis of City Hall. The motion identifies the \$10,000 funding source as contingency or general fund. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jefferson	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

12. Discussion and Possible Action - Police Officers Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Police Officers Pension Board Appointee.

13. Discussion and Possible Action - Fire Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Fire Pension Board Appointee.

#### **NEW BUSINESS**

#### <u>Ordinances</u>

14. City Council Ordinance No. 2022-2229 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of Ordinances; providing for amendments to the rules of City Council Meetings; providing for training of appointees to special standing committees; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date. Mr. Sampson made a motion to approve City Council Ordinance No. 2022-2229 on first reading, amending Chapter 2, Article 2, of the City Code of Ordinances; providing for amendments to the rules of City Council Meetings, and providing for training of appointees to

special standing committees. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

#### Resolutions

15. City Council Resolution No. 2022-069 - A resolution of the City Council of the City of Lake City, Florida authorizing the sale of 2004 vactor truck to the City of High Springs; providing for the purchase price of \$8,000.00; providing for the removal of the asset from the City's fixed assets; and providing for an effective date. Mr. Hill made a motion to approve City Council Resolution No. 2022-069, authorizing the sale of 2004 vactor truck to the City of High Springs; providing for the purchase price of \$8,000.00, and providing for the removal of the asset from the City's fixed assets. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

16. City Council Resolution No. 2022-070 - A resolution of the City Council of the City of Lake City, Florida calling for an election to be held August 23, 2022; providing for the election of a Council Member from District Ten; providing for the election of a Council Member from District Fourteen; providing for the City Clerk to coordinate arrangements for said election with the Columbia County Supervisor of Elections; and directing the Clerk to publish notice of the election. Mr. Sampson made a motion to approve City Council Resolution No. 2022-070, calling for an election to be held August 23, 2022; providing for the election of a Council Member from District Ten; providing for the election of a Council Member from District Fourteen; providing for the City Clerk to coordinate arrangements for said election with the Columbia County Supervisor of Elections; and directing the Clerk to publish notice of the election. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

17. City Council Resolution No. 2022-071 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Second Amendment to the Memorandum of Agreement with Suwannee River Water Management District; providing for an extension of the contract's deadline for deliverable to August 15, 2022; and providing for an effective date. Mr. Jefferson made a motion to approve City Council Resolution No. 2022-071, authorizing the execution of the Second Amendment to the Memorandum of Agreement with Suwannee River Water Management District, and providing for an extension of the contract's deadline for deliverable to August 15, 2022. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jefferson Aye
Mr. Sampson Aye
Mr. Hill Aye
Mayor Witt Aye

### **DEPARTMENTAL ADMINISTRATION**

Procurement Director Karen Nelmes reports the City Attorney Evaluation Committee Meeting will be on July 26, 2022 at 6:00 PM as a Special Called City Council Meeting.

Mr. Dyal reported the only vacancies at the moment within the City were the City Manager and Assistant City Manager positions. He stated the City was running well and has outstanding staff.

Mr. Sampson noted he has fewer calls of complaints.

Ms. Sikes verified, she is to contact the two candidates who reached out to the City regarding the City Manager position, and to submit their information to the Colin Baenziger Firm.

### COMMENTS BY COUNCIL MEMBERS

Mr. Hill reported, he will be hosting a Community Day on Saturday, August 6, 2022, from 1:00 PM until 4:00 PM, next to Memorial Stadium. He stated school supplies would be given out.

Mr. Sampson asked for an update on the cameras at Annie Mattox Park.

Mr. Hill complimented Mr. Dyal on his filling in as Interim City Manager.

Mr. Sampson asked for an update on the Gwen Lake Project to be placed on the next agenda.

#### **ADJOURNMENT**

All matters having been handled, the meeting adjourned at 7:20 PM on a motion made and duly seconded.

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