CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

June 15, 2026 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 6/12/2026: Item #2: corrected spelling of name; Item# 17: correction to title of ordinance

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

Events Prior to Meeting - 5:00 PM Community Redevelopment Meeting

Pledge of Allegiance

Invocation - Council Member Tammy Harris

Roll Call

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

Approval of Agenda

Proclamations/Awards/Recognitions

1. Proclamation for Susie Wiles, White House Chief of Staff
2. City of Lake City Gatekeeper Award Presented to Columbia High School Softball Team (Mayor Noah Walker)

Team Accomplishments: 2026 4A State Champions Softball

Team Members:

Luisa Taylor

Alannah Lord

Amani Tunsil

Ava Christie

Addyson Sherman

Kinley King

Laura Van Beadles

Anna Dansby

Marlee Hunt

RaeLyn Wehinger

Lauryn Lee

Brooklynn White

Emily Delgado

Josie Raulerson

Ryleigh Stone

Coaches:

Head Coach Joe Saucier

Assistant Coach Brandon Beadles

Assistant Coach John Sherman

Assistant Coach Jody Raulerson

Assistant Coach Andy Jolley

Assistant Coach Alexis Blair

3. City of Lake City Gatekeeper Award Presented to City of Lake City Firefighter, Christina Munro (Mayor Noah Walker)

   Accomplishment: Completing the Gate River Run (9.3 miles) in Jacksonville, Florida, in full firefighter gear.

4. City of Lake City Gatekeeper Award Presented to Daniel Dohrn, Leon Jones, and Josh Morris from the Lake City Fire Department and Taylor Johns from the Lake City Police Department (Mayor Noah Walker)

   Accomplishment: Performed lifesaving measures on Ronny Busscher after finding him unresponsive and not breathing in his vehicle on December 24, 2025 at 6:45 AM. Their efforts helped get Mr. Busscher to HCA Lake City Hospital for further treatment, allowing him to recover, reunite with his family, return to work, and resume his normal life.

Public Participation - Persons Wishing to Address Council

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

Approval of Consent Agenda

5. Minutes - May 4, 2026 Regular Session

6. Minutes - May 18, 2026 Regular Session

7. City Council Resolution No. 2026-061 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and H & H Liquid Sludge Disposal, Inc, a Florida Corporation, for waste water sludge collection, transportation, and disposal services; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

8. City Council Resolution No. 2026-066 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Two (2) pursuant to the continuing contract with North Florida Professional Services, Inc., a Florida Corporation, to provide professional engineering services to develop a comprehensive vulnerability assessment and adaptation plan; providing for a cost not to exceed $300,000.00; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to

execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

9. City Council Resolution No. 2026-069 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 011-2026 for Aviation Fuel Services; accepting the bid from Eastern Aviation Fuels, Inc., a North Carolina Corporation DBA Titan Aviation Fuels; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

10. City Council Resolution No. 2026-070 - A resolution of the City Council of the City of Lake City, Florida, adopting the Memorandum of Agreement with Florida Department of Corrections to maintain support during a fire emergency at the Columbia Correctional Institution and/or Lake City Community Release Center; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

11. City Council Resolution No. 2026-071 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One (1) pursuant to the continuing contract with SGS Contracting Services, Inc, a Florida Corporation, for underground utility work at the Saint Margarets Wastewater Treatment Facility; providing for a cost not to exceed $44,700.00; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

12. Homeless Concerns - Christian Cuadras (Council Member Ricky Jernigan)

Quasi-Judicial Hearings - None

Old Business

Ordinances

Open Public Hearing

13. City Council Ordinance No. 2026-2371 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-04, submitted by Ring Power Corporation, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located on SW Ring Court)

Passed on first reading on 6/1/2026

Close Public Hearing

Adopt City Council Ordinance No. 2026-2371 on final reading

Open Public Hearing

14. City Council Ordinance No. 2026-2376 (final reading) - An ordinance of the City of Lake City, Florida, requesting and consenting to the inclusion of all of the City of Lake City within the Columbia County Emergency Medical Services Municipal Service Taxing Unit to fund emergency medical services, facilities, and programs; providing for annual renewal of such request and consent; providing for severability; and providing for an effective date.

Passed on first reading on 6/1/2026

Close Public Hearing

Adopt City Council Ordinance No. 2026-2376 on final reading

Resolutions - None

Other Items - None

New Business

Ordinances

15. City Council Ordinance No. 2026-2372 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida; providing for amending Section 2.1 entitled Definitions to add a definition for accessory dwelling units; providing for amending Section 4.2.36 entitled Provisions for accessory dwelling units; providing for amending Section 4.4.3 entitled "A" Agricultural, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.4.7 entitled "A"

Agricultural, minimum yard requirements to add requirements for accessory dwelling units; providing for amending Section 4.5.3 entitled "RSF" Residential, Single Family, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.5.7 entitled "RSF" Residential, Single Family, minimum yard requirements to add requirements for accessory dwelling units; providing for amending Section 4.6.3 entitled "RSF/MH" Residential, (Mixed) Single Family/Mobile Home, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.6.7 entitled "RSF/MH" Residential, (Mixed) Single Family/Mobile Home, minimum yard requirements to add requirements for accessory dwelling units; providing for amending Section 4.7.3 entitled "RMH" Residential, Mobile Home, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.7.7 entitled "RMH" Residential, Mobile Home, minimum yard requirements to add requirements for accessory uses and structures and accessory dwelling units; providing for amending Section 4.9.3 entitled "RMF" Residential, Multiple Family, permited accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.9.7 entitled "RMF" Residential, Multiple Family, minimum yard requirements to add requirements for accessory dwelling units; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2372 on first reading

16. City Council Ordinance No. 2026-2373 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-06S, by David M. Winsberg, 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; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2373 on first reading

17. City Council Ordinance No. 2026-2374 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-04S, by David M. Winsberg, the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) and Residential, Multiple-Family-1 (RMF-1) to Residential, Multiple-Family-1 (RMF-1) and Residential, Multiple-Family-2

(RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2374 on first reading

Resolutions

18. City Council Resolution No. 2026-059 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Playcore Wisconsin, Inc. DBA Gametime, Inc., an Alabama Corporation doing business in North Carolina, for the replacement of aging playground equipment at Youngs Park; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

19. City Council Resolution No. 2026-062 - A resolution of the City Council of the City of Lake City, Florida, calling for an election to be held August 20, 2026; providing for the election of a council member from District 10 and a council member from District 14; providing for the City Clerk to coordinate said election with the Columbia County Supervisor of Elections; directing the City Clerk to publish notice of the election; repealing all resolutions in conflict; and providing an effective date.

20. City Council Resolution No. 2026-068 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and North Florida Fence, Inc, a Florida Corporation, for a pricing adjustment under Invitation to Bid 006-2024; making certain findings of fact in support of the city amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

21. City Council Resolution No. 2026-073 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and Axon Enterprise, Inc., an Arizona Corporation, for drone-based video surveiliance equipment and services to be utilized by the City of Lake City, by and through its Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

22. Discussion and Possible Action: Approval to waive the City's procurement process and authorize staff to use the vendor quotes previously obtained through the SV4C's competitive quote process for the removal of flooring at Five Points Elementary School for $66,533.40. (Procurement Director Brenda Karr)

Departmental Administration

23. Discussion and Possible Action: Requesting approval of job description for Superintendent of Parks. This is a temporary position created by the City Manager to assist the Executive Director of Utilities with overseeing the Parks Revitalization Project. (Human Resources Director BillieJo Bible)

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

UPCOMING DATES OF INTEREST

City Night at The Woods - Thursday, June 18, 2026, 6:30 PM until 9:30 PM at The Woods

Independence Day Celebration - Saturday, July 4, 2026, 5:00 PM at the Columbia County Fair Grounds hosted by the City of Lake City and Board of County Commissioners

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. Proclamation for Susie Wiles, White House Chief of Staff

Proclamation

IN RECOGNITION OF SUSIE WILES WHITE HOUSE CHIEF OF STAFF

WHEREAS, *the City of Lake City proudly recognizes Susie Wiles as a distinguished native whose career in public service and leadership has brought national prominence to her birthplace; and*

WHEREAS, *Susie Wiles has demonstrated exceptional dedication, professionalism, and strategic leadership throughout her career in government and public affairs, culminating in her appointment as Chief of Staff for the White House; and*

WHEREAS, *Susie Wiles is the first woman to serve as Chief of Staff in U.S. History. She was appointed by President Donald Trump and is recognized for her significant role in his Administration; and*

WHEREAS, *in this historic and influential role, she serves at the highest level of the Executive Branch, providing guidance, coordination, and leadership in support of the President of the United States and the nation; and*

WHEREAS, *her accomplishments reflect a steadfast commitment to excellence, integrity, and service, serving as an inspiration to the residents of Lake City and to future generations of leaders; and*

WHEREAS, *the City of Lake City takes great pride in celebrating the achievements of its native sons and daughters who contribute meaningfully to the betterment of our nation, positively impacting local families and youth; and*

WHEREAS, *Susie Wiles' trailblazing career and unwavering commitment serve as an inspiration to women, aspiring professionals, and public servants throughout the City of Lake City and beyond.*

NOW, THEREFORE, I, Noah Walker, *Mayor of the City of Lake City, Florida, do hereby recognize and honor Susie Wiles for her historic achievements, distinguished service, her enduring contributions to the nation, and for bringing notability and distinction to her birthplace and extend my sincere appreciation and gratitude on behalf of the City Council and the citizens of Lake City, Florida.*



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 15th day of June 2026.

Noah Walker, Mayor
City of Lake City

File Attachments for Item:

2. City of Lake City Gatekeeper Award Presented to Columbia High School Softball Team (Mayor Noah Walker)

Team Accomplishments: 2026 4A State Champions Softball

Team Members:

Luisa Taylor

Alannah Lord

Amani Tunsil

Ava Christie

Addyson Sherman

Kinley King

Laura Van Beadles

Anna Dansby

Marlee Hunt

RaeLyn Wehinger

Lauryn Lee

Brooklynn White

Emily Delgado

Josie Raulerson

Ryleigh Stone

Coaches:

Head Coach Joe Saucier

Assistant Coach Brandon Beadles

Assistant Coach John Sherman

Assistant Coach Jody Raulerson

Assistant Coach Andy Jolley

Assistant Coach Alexis Blair

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Luisa Taylor

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Alannah Lord

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Amani Junsil

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Ava Christie

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Addyson Sherman

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Kinley King

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Laura Van Beadles

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Anna Dansby

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Marlee Hunt

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Rae Lyn Wehinger

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Lauryn Lee

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Brooklynn White

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Emily Delgado

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Josie Rauleson

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Ryleigh Stone

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Joe Saucier

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Brandon Beadles

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

John Sherman

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Jodie Raulerson

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Andy Jolley

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Alexis Blair

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

File Attachments for Item:

3. City of Lake City Gatekeeper Award Presented to City of Lake City Firefighter, Christina Munro (Mayor Noah Walker)

Accomplishment: Completing the Gate River Run (9.3 miles) in Jacksonville, Florida, in full firefighter gear.

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Christina Munro

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

File Attachments for Item:

4. City of Lake City Gatekeeper Award Presented to Daniel Dohrn, Leon Jones, and Josh Morris from the Lake City Fire Department and Taylor Johns from the Lake City Police Department (Mayor Noah Walker)

Accomplishment: Performed lifesaving measures on Ronny Busscher after finding him unresponsive and not breathing in his vehicle on December 24, 2025 at 6:45 AM. Their efforts helped get Mr. Busscher to HCA Lake City Hospital for further treatment, allowing him to recover, reunite with his family, return to work, and resume his normal life.

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Daniel Dohrn

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Leon Jones

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Josh Morris

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

GATEKEEPER AWARD

CITY OF LAKE CITY

Proudly Presented to

Taylor Johns

for exemplifying outstanding citizenship and bringing honor, pride, integrity, and excellence to our community through service, leadership, achievement, perseverance, and good works.

CITY OF LAKE CITY
Florida's Gateway Est. 1859

NOAH E. WALKER
Mayor, City of Lake City, Florida

File Attachments for Item:

5. Minutes - May 4, 2026 Regular Session

MINUTES
CITY OF LAKE CITY
City Council Regular Session
May 04, 2026
6:00 PM at City Hall

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 – Lead by Columbia High School JROTC

Invocation - Mayor Noah Walker

Roll Call

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
City Clerk	Audrey Sikes

Approval of Agenda

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

Proclamations/Awards/Recognitions

Mayor Walker recognized the Columbia High School JROTC. Retired Lieutenant Colonel Austin Acres, Senior Army Instructor, introduced their program.

1. Drinking Water Week, May 3-9, 2026

   Mayor Walker presented the proclamation to Water Treatment Director Mike Osborn.

2. Municipal Clerks Week, May 3-9, 2026

   Mayor Walker presented the proclamation to City Clerk Audrey Sikes and Deputy City Clerk Michelle Cannon.

3. National Police Week, May 10-16, 2026

Mayor Walker presented the proclamation to the Police Department and Citizens Police Academy.

4. 2026 Florida League of Cities Home Rule Hero Award Mayor Noah Walker (Vice Mayor Chevella Young)

   Vice Mayor Young presented the award to Mayor Walker.

Public Participation - Persons Wishing to Address Council – None

Approval of Consent Agenda

5. Minutes April 6, 2026, Regular Session

6. City Council Resolution No. 2026-045 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Axon Enterprise, Inc., an Arizona Corporation, for drone-based video surveillance equipment and services to be utilized by the City of Lake City, by and through its Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

7. City Council Resolution No. 2026-049 - A resolution of the City of Lake City, Florida, approving that certain amendment to the Traffic Signal and Maintenance Agreement with the State of Florida Department of Transportation for maintenance of certain traffic signals in the City of Lake City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

8. City Council Resolution No. 2026-051 - A resolution of the City of Lake City, Florida, approving that certain amendment to the agreement between the City and James Moore & Co., PL, a Florida Limited Liability Company, for outside auditing services for the fiscal years ending September 30, 2027, 2028, and 2029; making certain findings of fact in support of the City approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

9. City Council Resolution No. 2026-053 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and State of Florida Department of Management Services to participate in the Cybersecurity Grant Program and for administration of said grant; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

10. City Council Resolution No. 2026-055 - A resolution of the City of Lake City, Florida, approving that certain amendment to the legal services agreement with Birchfield & Humphrey for legal services related to eminent domain proceedings arising from the City's enhancement of Sallie Mae Jerry Park; making certain findings of fact in support thereof;

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

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

Mr. Jernigan	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Carter	**Aye**
Mayor Walker	**Aye**

Presentations - None

Quasi-Judicial Hearings - None

Old Business

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2360. City Council Ordinance No. 2026-2360 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2360. No one asked to be heard on City Council Ordinance No. 2026-2360; therefore, Mayor Walker closed the public hearing.

11. City Council Ordinance No. 2026-2360 (final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2026-2360 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2361. City

Council Ordinance No. 2026-2361 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2361. No one asked to be heard on City Council Ordinance No. 2026-2361; therefore, Mayor Walker closed the public hearing.

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

Mr. Carter	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

New Business

Resolutions

13. City Council Resolution No. 2026-052 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and DSI Innovations, LLC, a North Carolina Limited Liability Company, for supervisory control and data acquisition (SCADA) services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2026-052. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Young	**Aye**
Ms. Harris	**Aye**
Mr. Jernigan	**Aye**
Mr. Carter	**Aye**
Mayor Walker	**Aye**

Other Items

14. Discussion and Possible Action: Review of North Central Florida Regional Planning Council Board appointment (Council Member James Carter)

    After Council Member Jernigan volunteered to serve, Mayor Walker nominated him to serve on the North Central Florida Regional Planning Council Board.

    Mr. Carter made a motion to approve Mayor Walker's nomination of Council Member Jernigan to serve on the North Central Florida Regional Planning Council Board. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

Departmental Administration - None

Comments by:

City Manager Don Rosenthal – None

City Attorney Clay Martin – None

City Clerk Audrey Sikes – Ms. Sikes thanked the City Clerks Office Team and stated their efforts make a difference.

Comments by Council Members

Council Member Chevella Young – Ms. Young expressed gratitude and appreciation for teachers during Teacher Appreciation Week.

Council Member Ricky Jernigan – Mr. Jernigan reported attending a successful grand opening at Winn-Dixie and a Kiwanis Kids Day; recognized the Fire and Police Departments; wished everyone a Happy Mother's Day.

Council Member James Carter – Mr. Carter reported he serves as the president for Kiwanis and thanked the community for coming out to Kids Day and thanked the team for putting it on.

Council Member Tammy Harris – Ms. Harris apologized for not recognizing the Clerks Office; stated she was proud to be a part of this council team; thanked Todd Wilson for his kind words; commented on a great Kiwanis Kids Day.

Mayor Noah Walker – Mayor Walker wished everyone a Happy Mother's Day; commented on attending the Winn-Dixie grand opening; echoed the sentiments from the proclamations given out earlier and stated the City's teams were doing really great; announced May 9th would be the Multi-Cultural Spring Market Festival at 9:00 AM at Darby Pavilion/Wilson Park and Olustee Park; announced May 16th there would be a free shred event from 9:00 AM until noon at City Hall Parking Lot.

Adjournment

Having no further business, Mayor Walker adjourned the meeting at 6:33 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

File Attachments for Item:

6. Minutes - May 18, 2026 Regular Session

MINUTES
CITY OF LAKE CITY
City Council Regular Session
May 18, 2026
6:00 PM at City Hall

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.

Call to Order – 6:35 PM

Events Prior to Meeting - 5:00 PM Council Workshop - City Animal Control

Pledge of Allegiance

Invocation - Council Member James Carter

Roll Call

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
City Clerk	Audrey Sikes

Approval of Agenda

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

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

Ms. Lee introduced Milana and Brenda, two students from Richardson Sixth Grade Academy, who shared details from their trip to Washington D.C. After, Ms. Lee shared with members the quilt crafted by Columbia County Elementary students.

Proclamations/Awards/Recognitions

1. City of Lake City Gatekeeper Award Presented to Columbia High School Traditional Weightlifting Team (Mayor Noah Walker)

   Team Accomplishments

   2026 District and Regional Champions and 2026 2A State Champions

Team Members
Ray'jon Beasley
Jacob Bell
Mekah Combs-Turner
Conner Robinson
Maurice Campbell
Jae'den Simmons
Cameron Stephenson - 169lb Weight Class Individual State Champion Olympic Division
Jackson Woodley
Jordan Johnson
Jerome Horne
Alfonso Curry Jr
Bryson Grinstead
Garret Shipley - 219lb Weight Class Individual State Champion Olympic Division
Xander Satterfield
Joshua Jones
Josiah Rossin
Henry Camiel - Unlimited Class Individual State Champion Traditional Division
De'manuel Jones
Coaching Staff
Brian Allen, Head Coach
John Woodley Jr, Assistant Coach
Quinton Callum, Assistant Coach

Mayor Walker presented and read aloud the Gatekeeper Awards.

Public Participation - Persons Wishing to Address Council

- Raelyn Wehinger – funding request for the Columbia High School softball team

  Ms. Young made a motion to amend the agenda to add Discussion and Possible Action: Support of Columbia High Softball Champions with funding up to $5,000.00 and to be placed behind the consent agenda. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

- Sylvester Warren

Approval of Consent Agenda

2. City Council Resolution No. 2026-056 - A resolution of the City of Lake City, Florida approving that certain interlocal agreement between the City and Careersource North Central Florida, a Florida local government agency, to provide services in support of the City Summer Youth Job Program managed by the City of Lake City Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

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

Mr. Jernigan	**Aye**
Mr. Carter	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

3. Discussion and Possible Action: Funding request from the Columbia High School softball team

   PUBLIC COMMENT: Tony Buzella

   Mr. Jernigan made a motion to fulfill the request for $5,000.00 in funding from the Mayors Matching Grant to the Columbia High Diamond Club. Ms. Young seconded the motion.

   Council Member Carter confirmed with the diamond club's president that the Columbia County School Board does not budget for extra events.

   A roll call vote was taken and the motion carried.

Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Mr. Carter	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Presentations

4. Five Points Elementary Property (City Manager Don Rosenthal)

   City Manager Rosenthal reviewed with members the diagram presented in the agenda packet and pointed out the red highlighted areas are reserved for the Suwannee Valley 4C's and the blue highlighted areas are to be considered for broader community-use planning and future visioning.

   He reported ideas from the County: career and job skills training; support/training for single parents; food drives and community distribution programs; maker space and hands-on training; pet-friendly shelter; Toys for Tots and seasonal support initiatives.

   Ideas from City Staff and members included: women's shelter; maker space; employment office; free urgent care for employees; shared City/County/School Board childcare area.

   Mayor Walker reported he would like to name the property Lake City Family Resource Center.

   Next steps for staff were to: inventory all remaining vacant classrooms by building and room number; confirm which rooms were already reserved for Suwannee Valley 4C/s; identify programs ready for immediate implementation; continue refining proposals and bring back at a future meeting; evaluation operational considerations; and present room-by-room recommendations for members to consider at a future meeting.

Quasi-Judicial Hearings - None

Old Business – None

New Business – None

Departmental Administration

5. Discussion and Possible Action: Approve New Director of ADA/Risk Safety Position (Human Resource Director BillieJo Bible)

   Ms. Bible provided an overview of the newly requested position and reported Risk Safety was currently under Human Resources. She stated after speaking with City Manager Rosenthal and Finance Director Angie Taylor, funding for the position could come from the already budgeted ADA Coordinator from the City Clerk's Office and Grant Writer position from the City Manager's budget.

   After discussion of paygrade, the possibility of future staff members under the new position, and a suggestion of keeping the position under Human Resources, **Mr. Carter made a motion to approve the creation of an ADA/Risk Safety Director position, with funding coming from the City Clerk's budgeted ADA Coordinator position and the unfulfilled Grant Writer position in the City Manager's budget. Ms. Harris seconded the motion.**

   A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Nay**
Mayor Walker	**Aye**

After being made aware the City could not fund the Columbia High Diamond Club with the Mayor's Matching Grant due to the entity not being a 501c3 nonprofit, members discussed alternative funding sources.

Mr. Carter made a motion to reconsider the previous motion made to fund the Columbia High Diamond Club via the Mayor's Matching Grant. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Mr. Carter made a motion to amend the original motion to change the funding source from the Mayor's Matching Grant to General Funds from the City Manager budget. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Restated motion: Mr. Carter made a motion to fulfill the request for $5,000.00 in funding to the Columbia High Diamond Club with the funding source being General Funds from the City Manager budget.

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

Mr. Carter made a motion to fulfill the request for $5,000.00 in funding to the Columbia High Diamond Club with the funding source being General Funds from the City Manager budget. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

Comments by:

City Manager Don Rosenthal – Mr. Rosenthal informed members he would beginning meeting with directors regarding the budget starting June 1st.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – Ms. Sikes reported the free shred event held for the community on May 16th was a success.

Comments by Council Members

Council Member Chevella Young – Ms. Young reported a miscommunication with Richardson Community Center and stated they requested $100,000.00 for summer programs but was informed they could only receive $50,000.00. She suggested an alternative to not having a summer camp could be funding swimming lessons.

Ms. Harris requested representatives from a 501(c)(3) make the request for funding.

Council Member Ricky Jernigan – Mr. Jernigan congratulated the class of 2026 at Florida Gateway College, Columbia High School, Fort White High School and surrounding areas; reported Moose Lodge 624 was recruiting new members; commended the Gateway Airport on a great job; expressed gratitude to the City Clerk's Office; commended the Lake City Police Department, Lake City Fire Department, and Finance Department on a good job; expressed appreciation for City Manager Don Rosenthal on what he does for the community.

Council Member James Carter – Mr. Carter reminded members they are a legislative body that sets policy, not administrative.

Council Member Tammy Harris – Ms. Harris expressed gratitude to the City Manager, City Clerk, Mayor and fellow members after attending an IEMO Ethics Class in Orlando and hearing issues that other municipalities are facing.

Mayor Noah Walker – Mayor Walker congratulated the Columbia High School Weightlifting team on winning State; congratulated the Columbia High School softball team for making it to the State Championship; recognized the Florida Gateway College Women's flag football team who won a National Championship and are being considered for the Olympic team; reminded members of the Special Called Meeting being held on Tuesday, May 26, 2026, at 5:30 PM; suggested everyone take a moment of silence during the Memorial Day Holiday; commended the parents of the young individuals on the teams he recognized.

City Clerk Sikes reminded members while she would be present for the Special Called Meeting, Deputy City Clerk Michelle Cannon would be clerking it as she would not be able to communicate at that time.

Adjournment

Having no further business, Mayor Walker adjourned the meeting at 8:05 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

File Attachments for Item:

7. City Council Resolution No. 2026-061 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and H & H Liquid Sludge Disposal, Inc, a Florida Corporation, for waste water sludge collection, transportation, and disposal services; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: ITB 014-2024 Collection, Transportation and Disposal of Wastewater Sludge

DEPT / OFFICE: Procurement/ Wastewater

Originator: Angel Bryant		
City Manager	**Department Director**	**Date**
Don Rosenthal	Brenda Karr/ Cody Pridgeon	4/29/2026

Recommended Action:
Request Approval to accept price increase for Collection, Transportation and Disposal of Wastewater Sludge with H&H Liquid Sludge Disposal Inc. This contract was originally approved on the consent agenda on 07/01/2024.

Summary Explanation & Background:
This contract was originally approved on the consent agenda on 07/01/2024 to accept the lowest bid for ITB-014-2024, which was H&H Liquid Sludge Disposal, Inc. This vendor is requesting a price increase based on the Consumer Price Index of 3.3%. They were the sole bidder for this solicitation. The Contract term is for one (1)year with the option to renew for two (2) additional one (1) year terms with mutual agreement. The current contract will expire on 6/30/2026 unless renewed for an additional term.

Alternatives:
Not accept increase and go back out for bid.

Source of Funds:
410.74.587-030.34

Financial Impact:

Exhibits Attached:
ITB-014-2024 Solicitation, H&H Liquid Sludge Proposal & Updated Pricing Docs.

April 14th, 2026

H & H LIQUID SLUDGE DISPOSAL INC.
6990 US HWY 27
BRADFORD, FL 32008

RE: ~~WATER QUALITY SAMPLING & LAB TESTING ANNUAL CONTRACT~~
ITB 014 2024 Collection, Transportation and Disposal of Wastewater Sludge

Dear Sir/Madam,

The above-referenced agreement allows successive two (2) year extensions under the same terms and conditions upon mutual agreement between the City of Lake City and yourself. At this time, the City of Lake City desires to renew this contract for the final extension of one (1) additional year.

Please sign in the space provided below, indicating your desire regarding the renewal of this contract. Electronic responses can be sent to procurement@lcfla.com.

If you have any questions, please contact Procurement at (386)719-5818 or procurement@lcfla.com.

Respectfully,

Angel Bryant

Procurement Analyst

Yes: We offer to renew this contract under the original terms, conditions, and specifications for one (1) year, ending June 30th, 2027. Please see attached price adjustment request.

No: We do not wish to renew this contract for the following reason:

_____

_____

Authorized Representative Signature

4/28/2026
Date

Liquid Sludge Disposal
H&H
Inc.
P.O. Box 390 • Branford, Florida 32008 • (800) 653-0386

April 28, 2026

City of Lake City
Ms. Angel Bryant
Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055

Ref: Renewal for ITB 014 2024
Collection, Transportation and Disposal of Wastewater Sludge

Dear Ms. Bryant,

H&H Liquid Sludge Disposal, Inc. would like renew the sludge transportation and disposal services for an additional year. H&H would like to request a price increase of 3.3% based on the Consumer Price Index, US City Average, All Items, reported for March 2026. The new rate would be effective July 1, 2026 as follows:

Class B Biosolids to Land Application $ 67.15 per ton

Thank you for this consideration. H&H Liquid Sludge Disposal, Inc. looks forward to continuing to serve the City of Lake City.

Sincerely,

Steve Hacht, President
H&H Liquid Sludge Disposal, Inc.

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Friday, April 10, 2026

USDL-26-0599

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – MARCH 2026

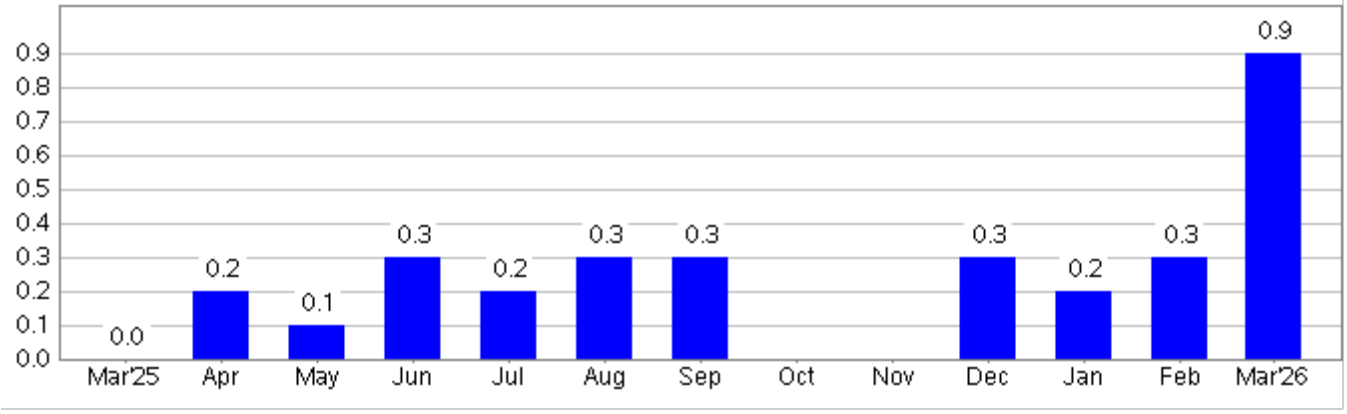
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.9 percent on a seasonally adjusted basis in March, after rising 0.3 percent in February, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.3 percent before seasonal adjustment.

The index for energy rose 10.9 percent in March, led by a 21.2-percent increase in the index for gasoline which accounted for nearly three quarters of the monthly all items increase. The shelter index also increased in March, rising 0.3 percent. The index for food was unchanged over the month as the index for food away from home rose 0.2 percent, while the index for food at home fell 0.2 percent.

The index for all items less food and energy rose 0.2 percent in March. Indexes that increased over the month include airline fares, apparel, household furnishings and operations, education, and new vehicles. Conversely, the indexes for medical care, personal care, and used cars and trucks were among the major indexes that decreased in March.

The all items index rose 3.3 percent for the 12 months ending March, after rising 2.4 percent for the 12 months ending February. The all items less food and energy index rose 2.6 percent over the year, following a 2.5-percent increase over the 12 months ending February. The energy index increased 12.5 percent for the 12 months ending March. The food index increased 2.7 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Mar. 2025 - Mar. 2026
Percent change



NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

INVITATION TO BID

014-2024

COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE

City of Lake City

205 N. Marion Ave.

Lake City, FL 32055

RELEASE DATE: May 17, 2024

DEADLINE FOR QUESTIONS: May 31, 2024

PROPOSAL SUBMISSION DEADLINE: June 14, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Collection, Transportation & Disposal of WasteWater Sludge

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

1. Introduction

1.1. Summary

INVITATION TO BID

014-2024

Sealed bids will be accepted by the City of Lake City, Florida until Friday, June 14, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the

Collection, Transportation & Disposal of WasteWater Sludge

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Friday, May 31, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

1. 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.
2. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

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

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. Background

The City is looking to establish a contract for the purpose of the Collection, Transportation and Disposal of Wastewater Sludge at the City's Wastewater Facilities. This contract will have a term of 3 years with the option of two (2) one (1) year renewals.

1.3. Contact Information

Project Contact:
Cody Pridgeon

Wastewater Director
527 SW Saint Margarets Street
Lake City, FL 32055
Email: pridgeonc@lcfla.com
Phone: (386) 758-5455

Procurement Contact:
Angel Bryant
Procurement Analyst
205 N Marion Ave
Lake City, FL 32055
Email: bryanta@lcfla.com
Phone: (386) 719-5818

Department:
Procurement

1.4. Timeline

Release Project Date	May 17, 2024
Question Submission Deadline	May 31, 2024, 4:00pm
Question Response Deadline	June 7, 2024, 4:00pm
Proposal Submission Deadline	June 14, 2024, 2:00pm
Contractor Selection Date	June 21, 2024

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for The City of Lake City is looking to enter into contract for the purpose of collection, transportation and disposal of wastewater sludge..

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

2.2. 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 Procurement, no later than Friday, June 14, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Friday, June 7, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

1. 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.

2. 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 following requirements are for the transport and disposal of Residual Wastewater Sludge, also referred to as 'Biosolids' generated by City of Lake City St Margaret's Wastewater Facilities. The Contractor shall be responsible for providing any and all labor, equipment, transportation and supplies necessary to transport and dispose of Class B wastewater residuals from the Wastewater Treatment Facility as listed herein on an as needed basis as determined by the Wastewater Division Staff.

The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.
The Contractor must meet the City requirements set forth herein regarding scheduling, removal rates, liability, equipment, chain of custodies, abnormal events, disposal site(s), and personnel certification and abnormal events. The Contractor shall also meet all attached requirements contained within the FDEP Operational Permit

3.2. Facility & Residual Information

Residuals are produced by the following Wastewater Treatment Facility and the Kicklighter Facility:

FACILITY	FDEP PERMIT#	
St Margaret WWTF	FL113956	527 S.
Kicklighter WWTF	FL758353	259 S

Wastewater Residuals produced by the above referenced facilities are classified as Class "B". The facilities shall achieve Class "B" pathogen reduction as required in 400CFR 5032(b)(2), 400CFR 503.32(b)(3) and Florida Administrative Code, (FAC) 640.600 (1)(b). Vector Attraction shall be met by meeting 40CFR 503.33(b)(10) and FAC 62-640.600(2)(a), which calls for the incorporation of residuals applied to or placed on the land surface within specified time periods after application of placement on the land surface.

As an Alternative for disposal the sludge can be disposed of in an EPA, FDEP or other State Environmental Regulatory Agency approved lined landfill.

If the Biosolids (sludge) is disposed of in an approved landfill it must meet the following requirements - 62-640.100 Scope, Intent, Purpose, and Applicability (6) Other Applicable Rules. (b) Disposal of Biosolids, septage, and other solids in a solid waste landfill shall be in accordance with Chapter 62-701, F.A.C.

3.3. Points of Contact:

Points of Contact:
Each of the sites shall have qualified operators on duty during regular hours of operation. The Contractor shall coordinate with these operators prior to pick up of sludge. The following individuals are the points of contact.
Cody Pridgeon, Wastewater Director: (386)758-5455
Bill Fish, Chief Operator: (386) 758-5497
Tyler Todd, Lead Operator – (386)758-5467

3.4. Collection & Transportation

The Contractor shall collect wastewater sludge from the facility as listed above on an as needed basis. The Chief and/or
Lead Operators from the St Margaret WWTF Division will normally be the ones to contact the Contractor and coordinate placement of trailers, collection of sludge, and removal of trailers. Sludge from each facility is dewatered via centrifuge to an average of 20% solids. Once processed, the sludge will then be collected and transported for proper disposal or land application of the sludge. If the Centrifuge is not online or properly working or if there are any conditions that change the production of an acceptable Biosolids as defined above due to operational or other mechanical issue, the Contractor will be notified and will need to temporarily haul liquid sludge.

The Contractor shall be responsible for providing two (2) 30 to 40-yard dump trailers and a Yard Dog (Tractor portion of the Tractor/Trailer assembly) at each facility A third trailer must be provided if the process requires operating a third shift as may be occasionally necessary. The Yard Dog is to be left on site for moving the trailers under the stationary Sludge conveyor. It shall be the responsibility of the Contractor to pick up the loaded trailer and connect the standby trailer as well as bringing a second empty trailer to be stored on site and ready for use when one trailer is filled. At no time shall the Contractor leave any wastewater treatment facility without an empty trailer and/or Yard Dog with which to collect sludge. The Yard Dog and trailers must be in good mechanical and operational condition at all times. If any off site repairs to the Yard Dog or trailers are needed it must be coordinated with The WWTF Staff. At all times the Contractor's priority to the City of lake City is to insure sludge production and disposal is not impeded at any time.

3.5. Equipment and Personnel:

Residuals shall be removed from the facility at the established site. The Yard Dog must be left on site and be in good (safe) working order at all times. It is the responsibility of the Contractor to perform all necessary maintenance and keep the unit fueled at all times. The trailers must have a proper tailgate

seal or other method to prevent off site tracking once the sludge leaves the facility where the Biosolids are generated or the application sites. Trailers cannot allow unacceptable “tracking” leakage from the tailgate or any portion of the trailers transporting the City’s Biosolids. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. Clean up shall be performed at the time of the spill.

In the process of transporting the Biosolids offsite, if any material is spilled or lost from the trailer while hauling the material and before reaching the delivery destination, the contractor shall insure containment and proper clean up shall be performed by the contractor immediately at the time of the spill.

The Contractor shall only use personnel who have been trained on the equipment and possess the required CDL license and endorsement for the vehicle to be used.

The City’s operation and maintenance staff will move the Yard Dog and trailer as needed to get any sludge loaded spread as evenly as possible in the trailer without the use of rakes and/or shovels (manual labor).

3.6. Scheduling

The Saint Margarets Wastewater facility is staffed Monday through Sunday from 6:00 am – 10:00 pm and the Kicklighter Facility is staffed 6:00 am – 2:00 pm. The Chief or Lead Operator is in charge and shall give the Contractor a minimum of twenty-four (24) hour notification as to the volume of residuals to be removed. Typically, no pick-ups are needed on weekends or recognized City Holidays when there is a minimal staff.

3.7. Sampling & Analysis of Residuals

The City is responsible for the permit required sampling and analysis and shall be conducted in accordance with 40CFR Part 503, Section 503.8. Grab samples shall be used for pathogens and composite samples for metals. Residuals cannot be applied if any single ceiling concentration is exceeded. The residuals dry solids content shall be from 1.5% to 3.0%. A monthly average on a wet ton basis is three hundred and twenty (320) wet tons. Sampling shall be conducted on an annual basis for the following parameters:

It shall be the duty of the Contractor to insure that the cumulative loading limits are not exceeded by the applicator.
The Contractor shall be furnished with copies of the most recent test results. The Contractor shall supply to the St Margaret WWTF and the Kicklighter Facility an Annual Report containing all samples and field

collection data that directly impacts the St Margaret WWTF residual disposal sites and/or that is required by the facility(s) Permit.

PARAMETER	Ceiling Concentration	
Total Nitrogen	Report Only	N/A
Total Phosphorous	Report Only	N/A
Total Potassium	Report Only	N/A
Arsenic	75mg/kg dry weight	36.6 pou
Cadmium	85mg/kg dry weight	34.8 pou
Copper	4300 mg/kg dry weight	1340 po
Lead	840 mg/kg dry weight	268 pou
Mercury	57 mg/kg dry weight	15.2 pou
Molybdenum	75 mg/kg dry weight	N/A
Nickel	420 mg/kg dry weight	375 pou
Selenium	100 mg/kg dry weight	89.3 pou
Zinc	7500 mg/kg dry weight	2500 po
p.H.	Report Only	N/A
Total Solids	Report Only	N/A
Fecal Coliform	Report, <2million geometric mean CFU/g	N/A

3.8. Chain of Custody & Record Keeping

Each load of residuals removed shall have its own Chain of Custody (Manifest) and will contain both Facility and Application Certification Statements. The Applicator statement shall read as follows:
This Certifies that I shall be transporting this load to an approved agricultural use site specified within the facility Permit as required by Chapter 62-640 FAC. The Transport shall sign, date and record time in and out.
Facility Statement shall read as follows:
This certifies that the wastewater residuals contained herein have been properly treated and stabilized

according to FAC 62-640 and 40 CFR Part 503. I further certify that this is a full load being transported. Certified operator shall sign and date.
Chain of Custody (Manifest) shall have the following information regarding transport vehicle and residual information:

1.Truck Registration # 2.Trailer Unit #

3.Residual Type 4.Residual Classification

5.Residual Volume 6.Date & Time of Pickup

Agricultural Site Data:

1. Weather Conditions
2. Site Location
3. Area of Application for the load
4. Method of Application
5. Water Table

Information required by Permit, 40CFR 503 or FAC 62-640 pertaining to the Agricultural Use Site loading (also known as Nutrient Management Plan (NMP)) and agromic rates shall be supplied by the Contractor on a semiannual basis and kept by the Utility Department for perpetuity. All other test and field data shall be maintained for a minimum of five (5) years.

3.9. Abnormal Events:

An abnormal event is defined for the purposes of this Bid as an event, scheduled or un-scheduled, which requires large volumes of sludge to be removed in a short amount of time. The estimated volume of sludge that would need to be hauled in an average week day is estimated at 80 wet tons and 320 wet tons for an average month. The estimated number of loads that would need to be hauled in an average week is four (4) loads each with an approximate volume of 20 wet tons. The Contractor must have sufficient resources to meet abnormal event volumes that exceed the estimate average as described here.

The Contractor shall have an approved FDEP disposal site(s) that is available for use during historically wet weather months and/or when rainfall amounts restrict residual application due to high ground water levels.

3.10. Prohitibited Acts

Any application of the residuals to non-approved disposal sites or in a manner that does not meet the requirements contained with the FDEP operating permits for the St Margaret wastewater facility is prohibited. The use of equipment for transport and/or disposal of the residuals shall not be used in the transport or disposal of materials which by contact or reaction may
result in a violation of the limits set forth for the land application of Class B residuals per FAC 62-640 and 40CFR 503.This includes no tracking off of the generation and the application sites.

3.11. Liability of Contractor/Applicator/City of Lake City

The Permittee (City of Lake City) shall not be held responsible for violations resulting from land application of residuals if the Permittee can demonstrate that it has delivered residuals that meet the parameter concentrations and appropriate treatment requirements as specified within the facility(s) Permit. The Contractor shall legally agree in writing to accept responsibility for proper land application of the residuals. The agreement shall state that the Contractor agrees, upon delivery of residuals that have been treated as required by FAC 62-604, that he shall accept responsibility for proper land application of the residuals and shall comply with the requirements contained within each facility's Permit. The contractor
shall be furnished with copies of those requirements pertaining to this agreement.
The City of Lake City and the FDEP Permit facility, St Margaret WWTF, shall not be liable for violations resulting from land application of residuals if said residuals meet parameter concentrations and treatment requirements as required by the Permit. The Contractor shall be responsible in the event that by cause or accident the residuals are released at any site other than those specified by Permit for each facility.

3.12. Disposal Requirements:

The Bid Prices must include any and all delivery charges for disposal at any site selected by the Contractor. The disposal site(s) must be approved by FDEP (other Environmental State Agency if outside the State of Florida), EPA and OSHA where applicable.
Delivery of residuals at the disposal site from the collection site must be accomplished on the same day as the collection of the residuals. Disposal must be accomplished in accordance with these Specifications. The Contractor must have for its use a primary and secondary disposal site selected.

3.13. 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.

3.14. Protection of Property/Property Conditions

1. 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.
2. 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.
3. Bidder shall be responsible for securing all work areas to be safe.

3.15. 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.

3.16. Employees

1. 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.)
2. 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.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. 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.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.17. Disposal of Waste

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

3.18. Warranty

1. 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.

2. 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.

1. 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.
2. 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.
3. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

4.3. Award

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

4.4. Assignment

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

4.5. Basis for Bidding

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

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

4.6. Bidder Eligibility

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

6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;

6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;

6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;

6.4. Be able to comply with the required or proposed delivery or performance schedule;

6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;

6.6. Have a satisfactory record of integrity and business ethics;

6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;

6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and

6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7. Cancellation of Solicitation

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

4.8. Changing of Forms

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

4.9. Tax Exempt

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

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

4.10. Collusion Among Firms

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

4.11. Conflict of Interest

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

4.12. Conflicts within the Solicitation

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

4.13. Continuation of Work

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

4.14. Cost of Preparing Bid Response

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

4.15. Execution of Contract

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

4.16. Interpretation of Contract Documents

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

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

4.17. Liability

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

4.18. Notice to Proceed

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

4.19. Price Bid

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

4.20. Protests

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

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

4.21. Public Entity Crime

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

4.22. Public Record

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

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. 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

1. 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.
2. Statutory Workers Compensation insurance as required by the State of Florida.
3. 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.
4. 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

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

2. The successful Contractor must complete all work within n/a calendar days after delivery of equipment.

4.27. Special Conditions

1. Extended time may be allowed for the completion of this project due to inclement weather.
2. 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.
3. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.28. Payment

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

4.29. Or Equal

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

4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum 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

1. 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.
2. 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.

3. 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

UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Unit Price per Wet Ton	3,840	wet tons		
TOTAL					

6. Vendor Questionnaire

6.1. References*

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

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

Company Name: _____

Address:_____

Business Phone #:_____

Contact Person:_____

Email: _____

Length of time services provided:_____

*Response required

6.2. Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S): *

*Response required

6.3. Title and Organization*

Please provide your title and organization's name.

*Response required

6.4. Local Office*

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

*Response required

6.5. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.6. Conflict of Interest Statement*

1. The above named entity is submitting a Bid for the City of Lake City 014-2024 described as Collection, Transportation & Disposal of WasteWater Sludge.

2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity 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.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

*Response required

6.7. Disputes Disclosure Form*

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

Select all that apply

☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

☐ None

*Response required

6.8. Disputes Disclosure Form - Explanation*

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

*Response required

6.9. Disputes Disclosure Form - Acknowledgement*

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

☐ Please confirm

*Response required

6.10. 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.

- 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

6.11. Non-Collusion Affidavit*

1. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
   014-2024, Collection, Transportation & Disposal of WasteWater Sludge;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

6.12. E-Verify Affirmation Statement*

014-2024-Collection, Transportation & Disposal of WasteWater Sludge

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

6.13. Bidder's Checklist*

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

☐ Please confirm

*Response required

6.14. Clarifications and Exceptions*

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

*Response required

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

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

Please provide your FEIN number here.

*Response required

*6.15.2. Acknowledgments**

1. This sworn statement is submitted with 014-2024.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by

indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

☐ Please confirm

*Response required

*6.15.3. Please indicate which statement applies.**

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

Select all that apply

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

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

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

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)
*Response required

6.15.4. Required Documents

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

6.15.5. Describe Action Taken

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

[H&H LIQUID SLUDGE DISPOSAL, INC] RESPONSE DOCUMENT REPORT

ITB No. 014-2024

Collection, Transportation & Disposal of WasteWater Sludge

RESPONSE DEADLINE: June 14, 2024 at 2:00 pm

Report Generated: Wednesday, April 29, 2026

H&H Liquid Sludge Disposal, Inc Response

CONTACT INFORMATION

Company:
H&H Liquid Sludge Disposal, Inc

Email:
biosolidsolutions@hhlsd.com

Contact:
Steve Hacht

Address:
P.O. BOX 390
BRANFORD, FL 32008

Phone:
(386) 935-1284

Website:
N/A

Submission Date:
Jun 14, 2024 11:43 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. References*

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

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

Company Name: _____

Address:_____

Business Phone #:_____

Contact Person:_____

Email: _____

Length of time services provided:_____

1) Customer: City of Cocoa
Address: 375 N Cocoa Blvd, Cocoa, FL 32922
Phone: (321) 802-8301
Contact: Brent Heimbecker, Chief Operator

Email: bheimbecker@cocoafl.gov

Length of Time of Services: April 2019 to present

Description of Services: Biosolids Transportation and Disposal: Hauling of Class B biosolids to a DEP permitted disposal site for land application.

2) Customer: City of Live Oak

Address: 701 Lime Ave NW, Live Oak, FL 32064

Phone: (386) 466-9410

Contact: Sean Conner, Project Manager

Email: sean.conner@jacobs.com

Length of Time of Services: February 2014 to present

Description of Services: Biosolids Transportation and Disposal: Hauling of Class B biosolids to a DEP permitted disposal site for land application.

3) Customer: St. Johns County

Address: 1205 SR 16, St. Augustine, FL 32084

Phone: (904) 209-2620

Contact: Tony Cubbedge, Environmental Division Manager

Email: twcubbedge@sjcfl.us

Length of Time of Services: June 2019 - present

Description of Services: Transport and dispose of Class B wastewater residuals from four Wastewater Treatment Facilities for land application of cake and liquid sludge.

2. Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S): *

Pass

K BAR Ranch Permit Number FLA384364 & Rolling R Ranch Permit Number FLA017515

3. Title and Organization*

Pass

Please provide your title and organization's name.

President, H&H LIQUID SLUDGE DISPOSAL INC.

4. 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

5. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Branford, Florida

6. Conflict of Interest Statement*

Pass

1. The above named entity is submitting a Bid for the City of Lake City 014-2024 described as Collection, Transportation & Disposal of WasteWater Sludge.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

Confirmed

7. 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

8. 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

9. 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

10. 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

11. Non-Collusion Affidavit*

Pass

1. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
   014-2024, Collection, Transportation & Disposal of WasteWater Sludge;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;

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

Confirmed

12. E-Verify Affirmation Statement*

Pass

014-2024-Collection, Transportation & Disposal of WasteWater Sludge

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

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

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

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

Confirmed

13. Bidder's Checklist*

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

14. Clarifications and Exceptions*

Pass

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

N/A

15. 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.

59-1832613

ACKNOWLEDGMENTS*
Pass

1. This sworn statement is submitted with 014-2024.
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
    a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Confirmed

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
Pass

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

15.4_Required_Documents-_NOT_APPLICABLE.docx

DESCRIBE ACTION TAKEN
Pass

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

N/A

PRICE TABLES

UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Unit Price per Wet Ton	3,840	wet tons	$65.00	$249,600.00
TOTAL					**$249,600.00**

CM/rrp
06/09/2026

RESOLUTION NO 2026-061

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND H & H LIQUID SLUDGE DISPOSAL, INC, A FLORIDA CORPORATION, FOR WASTE WATER SLUDGE COLLECTION, TRANSPORTATION, AND DISPOSAL SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") solicited bids for ITB-014-2024 (the "Bid Package") seeking a vendor to perform waste water sludge collection, transportation, and disposal services (the "Services"); and

WHEREAS, H & H Liquid Sludge Disposal, a Florida corporation, Inc, (the "Vendor") was awarded the bid to provide the Services at the rates upon which the bid was based (the "Initial Rates") for a one-year period commencing on March 18, 2024 (the "Initial Term"); and

WHEREAS, the Vendor provided the Services to the City at the Initial Rates for the Initial Term and one additional year; and

WHEREAS, the Bid Package allows the contract to be extended for one additional year, commencing on July 1, 2026 and continuing through June 30, 2027 (the "Extension Period"); and

WHEREAS, the Vendor desires to increase their rates by 3.3 percent to $67.15 per ton of sludge (the "Adjusted Rate"); and

WHEREAS, the City desires to extend its contract with the Vendor for the Extension Period at the Adjusted Rate; and

WHEREAS, the Adjusted Rate is less than the rates proposed by other vendors at the time of submission of proposals; and

WHEREAS, the Vendor and the City each desire that the Vendor continue to provide the Services by adopting the terms of the contract incorporating the Adjusted Rate for the Extension Period in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, continuing to engage the Vendor's services is in the public interest and in the interests of the City; now therefore

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

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

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of June, 2026

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this _____ day of June, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and **H & H Sludge, Inc., a Florida corporation** ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB No. **ITB-014-2024** (the "Procurement Document") for **collection, transportation, and disposal of wastewater sludge**; and

WHEREAS, based upon the City's assessment of Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

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

1. **Definitions.**

   a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

   b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.

   c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.

   d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

   e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,

EXHIBIT TO RESOLUTION

service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

   a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

   b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from **Brenda Karr, Director of Procurement, City of Lake City**.

   c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

   d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

   e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.

g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

a. **Initial Term.** The initial term of the agreement between the City and Contractor was from July 1, 2024 through June 30, 2025. The City and Contractor renewed the agreement for an additional one-year term commencing on July 1, 2025 and ending on June 30, 2026. The term of this one-year extension Agreement shall commence on July 1, 2026 and continue through June 30, 2027 unless earlier terminated by the Parties as set forth herein.

b. **Term Extension.** The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.a.

5. **Compensation and Method of Payment.**

a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 22 of the Agreement.

b. **Payment Details.** The City agrees to pay the Contractor the not-to-exceed sum of $67.15 per ton of sludge, for the Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis, per ton of sludge, as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.

c. **Travel Expenses.** The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

d. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted as provided in Exhibit D attached hereto.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. **Personnel.**

   a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

   b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

7. **Termination.**

   a. **Contractor Default -- Provisions and Remedies of City.**

      i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.

      ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

      iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

EXHIBIT TO RESOLUTION

b. **City Default -- Provisions and Remedies of Contractor.**

i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.

ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.

iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the

City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.

iv. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

Audrey E. Sikes, City Clerk,

City of Lake City Custodian of Public Records

at 386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue,

Lake City, Florida 32055.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine

and/or audit such records.

11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. **Liability and Insurance.**

    a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

    b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

    c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

    d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to

appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

16. **Subcontracting/Assignment.**

    a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.

    b. **Assignment.** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below,

which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: H & H Liquid Sludge Disposal, Inc.
Attn: Steve Hacht, President
P.O. Box 390
Branford, FL 32008

To the City: City of Lake City
Attn: City Manager
205 North Marion Avenue
Lake City, FL 32055

19. **Conflict of Interest.**

    a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

    b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

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

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

to the records retention requirements of this Agreement.

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

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

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

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

22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.

26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. The execution of this Agreement is expressly limited by the Terms and Conditions herein. The City and the Contractor are not bound by additional provisions or provisions that differ from the terms hereof which differing provisions may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from the City unless such provision is expressly set forth herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

H & H Liquid Sludge Disposal, Inc., a Florida corporation

_____

Steve Hacht, President

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah Walker, Mayor

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

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

Contractor shall be responsible for providing any and all labor, equipment, transportation and supplies necessary to transport and dispose of Class B wastewater residuals from the Wastewater Treatment Facility as listed herein on an as needed basis as determined by the Wastewater Division Staff.

The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

The Contractor must meet the City requirements set forth herein regarding scheduling, removal rates, liability, equipment, chain of custodies, abnormal events, disposal site(s), and personnel certification and abnormal events. The Contractor shall also meet all attached requirements contained within the FDEP Operational Permit.

As an Alternative for disposal the sludge can be disposed of in an EPA, FDEP or other State Environmental Regulatory Agency approved lined landfill.

If the Biosolids (sludge) is disposed of in an approved landfill it must meet the following requirements - 62-640.100 Scope, Intent, Purpose, and Applicability (6) Other Applicable Rules. (b) Disposal of Biosolids, septage, and other solids in a solid waste landfill shall be in accordance with Chapter 62-701, F.A.C.

It shall be the duty of the Contractor to insure that the cumulative loading limits are not exceeded by the applicator. The Contractor shall supply to the St Margaret WWTF and the Kicklighter Facility an Annual Report containing all samples and field collection data that directly impacts the St Margaret WWTF residual disposal sites and/or that is required by the facility(s) Permit.

Residuals shall be removed from the facility at the established site. The Yard Dog must be left on site and be in good (safe) working order at all times. It is the responsibility of the Contractor to perform all necessary maintenance and keep the unit fueled at all times. The trailers must have a proper tailgate seal or other method to prevent off site tracking once the sludge leaves the facility where the Biosolids are generated or the application sites. Trailers cannot allow unacceptable “tracking” leakage from the tailgate or any portion of the trailers transporting the City’s Biosolids. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. Clean up shall be performed at the time of the spill.

In the process of transporting the Biosolids offsite, if any material is spilled or lost from the trailer while hauling the material and before reaching the delivery destination, the contractor shall insure containment and proper clean up shall be performed by the contractor immediately at the time of the spill.

The Contractor shall only use personnel who have been trained on the equipment and possess the required CDL license and endorsement for the vehicle to be used.

The City’s operation and maintenance staff will move the Yard Dog and trailer as needed to get any sludge loaded spread as evenly as possible in the trailer without the use of rakes and/or shovels (manual labor).

Each load of residuals removed shall have its own Chain of Custody (Manifest) and will contain both Facility and Application Certification Statements. The Applicator statement shall read as follows:

This Certifies that I shall be transporting this load to an approved agricultural use site specified within the facility Permit as required by Chapter 62-640 FAC. The Transport shall sign, date and record time in and out.

Facility Statement shall read as follows:

This certifies that the wastewater residuals contained herein have been properly treated and stabilized according to FAC 62-640 and 40 CFR Part 503. I further certify that this is a full load being transported. Certified operator shall sign and date.

Chain of Custody (Manifest) shall have the following information regarding transport vehicle and residual information:

1.Truck Registration #
2.Trailer Unit #
3.Residual Type
4.Residual Classification
5.Residual Volume
6.Date & Time of Pickup

Agricultural Site Data:

1. Weather Conditions
2. Site Location
3. Area of Application for the load
4. Method of Application
5. Water Table

Information required by Permit, 40CFR 503 or FAC 62-640 pertaining to the Agricultural Use Site loading (also known as Nutrient Management Plan (NMP)) and agromic rates shall be supplied by the Contractor on a semiannual basis and kept by the Utility Department for perpetuity. All other test and field data shall be maintained for a minimum of five (5) years.

An abnormal event is defined for the purposes of this Bid as an event, scheduled or un-scheduled, which requires large volumes of sludge to be removed in a short amount of time. The estimated volume of sludge that would need to be hauled in an average week day is estimated at 80 wet tons and 320 wet tons for an average month. The estimated number of loads that would need to be hauled in an average week is four (4) loads each with an approximate volume of 20 wet tons. The Contractor must have sufficient resources to meet abnormal event volumes that exceed the estimate average as described here.

The Contractor shall have an approved FDEP disposal site(s) that is available for use during historically wet weather months and/or when rainfall amounts restrict residual application due to high ground water levels.

Any application of the residuals to non-approved disposal sites or in a manner that does not meet the requirements contained with the FDEP operating permits for the St Margaret wastewater facility is prohibited. The use of equipment for transport and/or disposal of the residuals shall not be used in the transport or disposal of materials which by contact or reaction may result in a violation of the limits set forth for the land application of Class B residuals per FAC 62-640 and 40CFR 503.This includes no tracking off of the generation and the application sites.

The Permittee (City of Lake City) shall not be held responsible for violations resulting from land application of residuals if the Permittee can demonstrate that it has delivered residuals that meet the parameter concentrations and appropriate treatment requirements as specified within the facility(s) Permit. The Contractor shall legally agree in writing to accept responsibility for proper land application of the residuals. The agreement shall state that the Contractor agrees, upon delivery of residuals that have been treated as required by FAC 62-604, that he shall accept responsibility for proper land application of the residuals and shall comply with the requirements contained within each facility's Permit. The contractor shall be furnished with copies of those requirements pertaining to this agreement.

The City of Lake City and the FDEP Permit facility, St Margaret WWTF, shall not be liable for violations resulting from land application of residuals if said residuals meet parameter concentrations and treatment requirements as required by the Permit. The Contractor shall be responsible in the event that by cause or accident the residuals are released at any site other than those specified by Permit for each facility.

The Bid Prices must include any and all delivery charges for disposal at any site selected by the Contractor. The disposal site(s) must be approved by FDEP (other Environmental State Agency if outside the State of Florida), EPA and OSHA where applicable.

Delivery of residuals at the disposal site from the collection site must be accomplished on the same day as the collection of the residuals. Disposal must be accomplished in accordance with these Specifications. The Contractor must have for its use a primary and secondary disposal site selected.
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.

Protection of Property/Property Conditions

1. 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.

2. 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.

3. Bidder shall be responsible for securing all work areas to be safe.

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.

Employees

1. 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.)

2. 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.

3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.

4. 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.

5. Contractor shall be solely responsible for receiving all materials and equipment at site.

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.

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.

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.

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

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

EXHIBIT C
PAYMENT SCHEDULE

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 as set forth in this Agreement, assuming there are no contested amounts with the invoice.

Payment shall be based on the price of $67.15 per ton of sludge.

PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department
Attn: Accounts Payable
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

INVOICE INFORMATION:

Contractor Information ..... Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To ..... Billing address to which you are requesting payment be sent

Invoice Date ..... Creation date of the invoice

Invoice Number ..... Company tracking number

Shipping Address ..... Address where goods and/or services were delivered

Ordering Department ..... Name of ordering department, including name and phone number of contact person

PO Number ..... Standard purchase order number

Ship Date ..... Date the goods/services were sent/provided

Quantity ..... Quantity of goods or services billed

Description ..... Description of services or goods delivered

Unit Price ..... Unit price for the quantity of goods/services delivered

Line Total ..... Amount due by line item

Invoice Total ..... Sum of all of the line totals for the invoice

EXHIBIT E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City ("City") is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the "Local Government Prompt Payment Act").

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

   1) Requesting department for this purpose is defined as the City department for whom the work is performed.

   2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.

B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.

D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.

E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

EXHIBIT F
PERFORMANCE BOND

NOT APPLICABLE

(Document to be Provided Prior to Agreement Execution if Required by Bid/Proposal Request)

File Attachments for Item:

8. City Council Resolution No. 2026-066 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Two (2) pursuant to the continuing contract with North Florida Professional Services, Inc., a Florida Corporation, to provide professional engineering services to develop a comprehensive vulnerability assessment and adaptation plan; providing for a cost not to exceed $300,000.00; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: NFPS TA#2 for Vulnerability Assessment & Adaptation Plan

DEPT / OFFICE: Public Works

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Steve Brown	5/14/2026

Recommended Action:

Approve Task Assignment #2 for the vulnerability assessment and adaptation plan by North Florida Professional Services.

Summary Explanation & Background:

City of Lake City was awarded $300,000.00 through a grant with Florida Department of Environmental Protection for a vulnerability assessment and adaptation plan. Currently the city has an continuing contract with North Florida Professional Services and they are able to provide these professional engineering services.

Alternatives:

Not award contract

Source of Funds:

FL. Department of Environmental Protection
Grant #: 26PLN30 Amount: $300,000.00

Financial Impact:

None

Exhibits Attached:

NFPS Task Order

CM/rrp
06/09/2026

RESOLUTION NO 2026-066

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER TWO (2) PURSUANT TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP A COMPREHENSIVE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN; PROVIDING FOR A COST NOT TO EXCEED $300,000; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council Resolution No. 2024-108 the City of Lake City, Florida (the "City") and North Florida Professional Services, Inc., a Florida corporation, (the "Vendor") entered into that certain continuing contract for engineering services (the "Continuing Contract"); and

WHEREAS, the City was awarded a grant by the State of Florida Department of Environmental Protection (the "Agency") to develop a comprehensive vulnerability assessment and adaptation plan addressing the effects of flooding in the City caused by, as applicable, sea level rise, tidal sources, storm surge, and rainfall (the "Project"); and

WHEREAS, the Vendor shall provide professional engineering services (the "Services") to the City to complete the Project; and

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

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

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number Two (2) as set forth in Vendor's proposal (the "Proposal"), a copy of which is attached as an Exhibit hereto; and

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

WHEREAS, adopting an agreement between the City and the Vendor for the scope of work set forth in the Proposal attached hereto (the "Agreement") pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; now therefore

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

1. Adopting the Agreement with the Vendor for the Services pursuant to the terms of the Continuing Contract and the Proposal in furtherance of the Project is in the public or community interest and for public welfare; and

2. In furtherance thereof, an Agreement containing the material terms of the Proposal and the Continuing Contract should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final adoption by the City

Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

TASK ORDER FOR ENGINEERING SERVICES
CITY OF LAKE CITY
VULNERABILITY ASSESSMENT & ADAPTATION PLAN

This Agreement made this _____ day of June 2026, by and between City of Lake City, Florida, herein referred to as CITY, and North Florida Professional Services, Inc., herein referred to as CONSULTANT:

The CITY requires professional engineering services to develop a Comprehensive Vulnerability Assessment and Adaptation Plan as outlined by the Florida Department of Environmental Protection, herein referred to as DEPARTMENT. The DEPARTMENT outlines the preparation of the assessment pursuant to Section 380.093, Florida Statutes (F.S.).

CONSULTANT intends to provide professional engineering services as outlined in the proposed Scope of Services (Exhibit A).

CONSULTANT agrees to provide these services for a total lump-sum fee of Three Hundred Thousand Dollars and No Cents ($300,000.00).

This Task Order constitutes a Project Agreement for the PROJECT. CONSULTANT shall perform the Scope of Services as described herein for the development of a Comprehensive Vulnerability Assessment and related services.

IN WITNESS THEREOF, City of Lake City, Florida, as CITY herein, through its City Council, has caused this instrument to be executed on the day and year first shown above.

ATTEST:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

By: Clerk

By: Noah Walker
Mayor

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.

By: Gregory G. Bailey, PE
President

EXHIBIT TO RESOLUTION

EXHIBIT A

NFPS SCOPE OF SERVICES

NFPS agrees to perform for CITY the services as summarized below and further detailed in the FDEP Grant Work Plan (EXHIBIT B) as provided by FDEP Resilient Florida Program. Such services are hereinafter referred to as "SERVICES.". NFPS shall not perform any other SERVICES outside of what is specifically mentioned below. CITY may elect to add SERVICES at any time through a contract amendment.

Task 1 – Acquire Background Data
Task 2 – Exposure & Sensitivity Analysis
Task 3 – Final Vulnerability Assessment Report
Task 4 – Local Mitigation Strategy
Task 5 – Draft Adaptation Needs & Strategies
Task 6 – Community Prioritization of Adaptation Needs
Task 7 – Final Adaptation Plan
Task 8 – Public Outreach Meetings & Stakeholder Engagement

Task 1 – Acquire Background Data

CONSULTANT shall perform desk and field research as required to identify and acquire background data necessary to complete the PROJECT. CONSULTANT shall provide data to FDEP per the deliverables outlined in FDEP Grant Work Plan (EXHIBIT B).

Task 2 – Exposure & Sensitivity Analysis

CONSULTANT shall perform an exposure analysis and provide FDEP with associated deliverables as outlined by FDEP Grant Work Plan (EXHIBIT B). CONSULTANT shall perform a sensitivity analysis and provide FDEP with associated deliverables as outlined by FDEP Grant Work Plan (EXHIBIT B).

Task 3 – Final Vulnerability Assessment Report

CONSULTANT shall finalize the VA report and provide FDEP with associated deliverables as outlined by FDEP Grant Work Plan (EXHIBIT B).

Task 4 – Local Mitigation Strategy

CONSULTANT shall assist the CITY in incorporating the findings of the Vulnerability Assessment and Adaptation Plan into the CITY'S Local Mitigation Strategy by providing all final Vulnerability Assessment & Adaptation Plan documentation. CONSULTANT shall provide associated deliverables to FDEP as required by the Grant Work Plan (EXHIBIT B).

Task 5 – Draft Adaptation Needs & Strategies

CONSULTANT shall develop adaptation needs and strategies for inclusion in the Adaptation Plan. Additionally, CONSULTANT shall provide FDEP with the associated deliverables outlined by the Grant Work Plan (EXHIBIT B).

Task 6 – Community Prioritization of Adaptation Needs

CONSULTANT shall conduct a public meeting hosted by the CITY to develop a prioritization of adaptation needs for the community and provide FDEP with associated deliverables as outlined by FDEP Grant Work Plan (EXHIBIT B).

Task 7 – Final Adaptation Plan

CONSULTANT shall assist CITY in developing an Adaptation Plan pursuant to the requirements outlined in the FDEP Grant Work Plan (EXHIBIT B). Associated deliverables will be provided to FDEP as outlined.

Task 8 – Public Outreach Meetings & Stakeholder Engagement

CONSULTANT shall assist CITY with conducting public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include the types and descriptions below:

- Kick-off Meeting
- Public Presentation of Final Vulnerability Assessment
- Public Presentation of the Final Adaptation Plan

CITY shall be responsible for the following:

- Publicly advertise, per City requirements, for meeting and provide meeting location.
- Assist CONSULTANT with meeting materials, agenda, sign-in sheets, presentation, and minutes.

CONSULTANT shall be responsible for the following specific tasks:

- Coordinate and assist in hosting the public presentation meeting.
- Direct the meeting and provide all necessary materials.
- Provide FDEP with meeting materials per FDEP Grant Work Plan (EXHIBIT B).

END OF PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B begins on following page

EXHIBIT B
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26PLN30

ATTACHMENT 3

PROJECT TITLE: City of Lake City Vulnerability Assessment and Adaptation Plan.

PROJECT LOCATION: The Project is located in the City of Lake City within Columbia County, Florida.

PROJECT DESCRIPTION:
The City of Lake City (Grantee) will complete the City of Lake City Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will develop an Adaptation Plan and contribute to the Local Mitigation Strategy. The Project will also include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;

EXHIBIT TO RESOLUTION

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables: The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;

- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas, if applicable.

- A signed VA Compliance Checklist Certification (Exhibit I).

Task 4: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 5: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- A draft AP.

Task 6: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 7: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Presentation of the Final VA**
  The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

- **Public Presentation of the Final AP**
  The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **8.2 Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

- **8.3 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and

supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	$70,000	$0	$70,000	7/1/2025	3/31/2027
2	Exposure and Sensitivity Analyses	Contractual Services	$100,000	$0	$100,000	7/1/2025	6/30/2027
3	Final Vulnerability Assessment Report	Contractual Services	$40,000	$0	$40,000	7/1/2025	9/30/2027
4	Local Mitigation Strategy	Contractual Services	$5,000	$0	$5,000	7/1/2025	3/31/2028
5	Draft Adaptation Needs and Strategies	Contractual Services	$30,000	$0	$30,000	7/1/2025	1/30/2028
6	Community Prioritization of Adaptation Needs	Contractual Services	$5,000	$0	$5,000	7/1/2025	2/29/2028
7	Final Adaptation Plan	Contractual Services	$40,000	$0	$40,000	7/1/2025	3/31/2028
8	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	$10,000	$0	$10,000	7/1/2025	3/31/2028
		Total:	**$300,000**	**$0**	**$300,000**		

EXHIBIT TO RESOLUTION

File Attachments for Item:

9. City Council Resolution No. 2026-069 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 011-2026 for Aviation Fuel Services; accepting the bid from Eastern Aviation Fuels, Inc., a North Carolina Corporation DBA Titan Aviation Fuels; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
6/15/2026

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: RFP-011-2026 Aviation Fuels Supplier Services

DEPT / OFFICE: Procurement/ Airport

Originator: Angel Bryant

City Manager	Department Director	Date
Don Rosenthal	Ed Bunnell	6/1/2026

Recommended Action:
Approval to accept proposal from Eastern Aviation Fuels dba Titan Fuels for Aviation Fuels Supplier Services.

Summary Explanation & Background:
RFP-011-2026 was released on April 10th, 2026 and closed on May 11, 2026. There were five (5) proposals submitted in which we had an evaluation committee review all proposals and rank them based on the criteria outlined in the proposal. The evaluation committee meeting was held on June 1st 2026 in which the committee members agreed with the final rankings and to move forward with the top firm. The top firm chosen was Eastern Aviation Fuels, INC.

Alternatives:
Not proceed with Eastern Aviation Fuels, INC.

Source of Funds:
The airport budgets money in their 52 account each year under 140.60.542-030.52

Financial Impact:

Exhibits Attached:
RFP-011-2026 Aviation Fuels Supplier Services Solicitation, Evaluation Committee consensus scorecard, Eastern Aviation Fuels INC response, Contract.

REQUEST FOR PROPOSAL

011-2026

AVIATION FUELS SUPPLIER SERVICES

City of Lake City

205 N. Marion Ave.

Lake City, FL 32055

RELEASE DATE: April 10, 2026

DEADLINE FOR QUESTIONS: April 24, 2026

PROPOSAL SUBMISSION DEADLINE: May 11, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
REQUEST FOR PROPOSAL
AVIATION FUELS SUPPLIER SERVICES

I. The City of Lake City Florida .....
II. Introduction .....
III. Instruction to Proposers .....
IV. Scope of Work .....
V. Format and Content .....
VI. Evaluation Criteria .....
VII. Pricing Proposal .....
VIII. Terms and Conditions .....
IX. Vendor Questionnaire .....

Attachments:

A - Aviation_Fuel_Fee_Proposal

1. The City of Lake City Florida

1.1. Request for Proposal

011-2026
AVIATION FUELS SUPPLIER SERVICES

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, OpenGov, until 2:00 pm, local time, on Monday, May 11, 2026. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before the Friday, April 24, 2026 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda has been issued, obtain such addenda, and acknowledge that addenda must be accessed through OpenGov.

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.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Don Rosenthal
City Manager

2. Introduction

2.1. Summary

The City of Lake City (herein after, "City") has issued this Request for Proposals (hereinafter, "RFP") with the sole purpose and intent of obtaining responses from interested and qualified suppliers licensed to do business in the State of Florida offering to provide aviation fuel and services.

This solicitation intends to establish an annual contract with one qualified vendor to ensure a reliable, safe, and cost-effective supply of aviation fuel that meets all applicable federal, state, and local requirements.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Angel Bryant
Procurement Analyst
205 N Marion Ave
Lake City, FL 32055
Email: bryanta@lcfla.com
Phone: (386) 719-5818

Department:
Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	April 10, 2026

Last Date for Receipt of Written Questions	April 24, 2026, 2:00pm
Addendum Issued (If Applicable)	May 1, 2026
Proposal Due Date	May 11, 2026, 2:00pm
Evaluation Committee Meeting (Non-Mandatory)	June 1, 2026 City Manager Conference Room 205 N Marion Avenue, Lake City, FL 32055 Microsoft Teams meeting Join: https://teams.microsoft.com/meet/298413313306327?p=mkJfDS0EvjAE0unj6X Meeting ID: 298 413 313 306 327 Passcode: RQ6Yz7F7 _____ Need help? | System reference Dial in by phone +1 323-694-0852,,123249917# United States, Los Angeles Find a local number Phone conference ID: 123 249 917# For organizers: Meeting options | Reset dial-in PIN
Recommendation Presented for Approval	June 15, 2026

3. Instruction to Proposers

3.1. Proposal Response

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, OpenGov, until 2:00 pm, local time, on Monday, May 11, 2026. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

3.2. Questions

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Friday, April 24, 2026 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal. Please include section referenced for each question in order to ensure that questions asked are responded to correctly.

3.3. Method of Source Selection

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.

The Evaluation Committee shall review all proposals for compliance with the specifications and select a vendor(s) for recommendation.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Contingent upon successful ranking of proposals and negotiation of contracts, nothing shall preclude the City from selecting a single, qualified firm to provide both services.

3.4. Pre-Proposal Conference

A pre-proposal conference is not applicable for this solicitation.

3.5. Proposal Due Date

Sealed Proposals must be received via the City's e-Procurement Portal, OpenGov , no later than 2:00 pm, Local Time, Monday, May 11, 2026. Proposals received after this date and time will not be considered.

3.6. Public Opening

There is no public opening of the proposals. Only the names of the respondents will be publicly read aloud.

3.7. Public Record

Pursuant to Chapter 119, Florida Statutes, proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or within thirty (30) days after the Proposal opening, whichever is earlier.

4. Scope of Work

4.1. Scope of Work

The City of Lake City is accepting proposals from experienced and qualified aviation fuel suppliers to service the Lake City Gateway Airport.

4.2. Specifications

The successful proposal(s) shall provide all labor, materials, equipment, transportation, and incidentals necessary to supply and deliver aviation fuel, including but not limited to:

AVIATION FUELS:

A. PRODUCTS/SPECIFICATIONS:

1. Avgas 100LL – meets or exceeds ASTM (American Society of Testing & Materials) 910.

2. Jet A with Prist fuel additive pre-mixed - meets or exceeds ASTM 1655.

B. QUANTITY/TERM:

1. Avgas 100LL – approximately 40,000 – 60,000 gallons per year.

2. Jet A – approximately 60,000 – 600,000 gallons per year.

3. All deliveries must be in full transport amounts not less than 7,500 gallons, unless fire levels elevate during such fire seasons as Lake City Gateway Airport is home to the United States Department of Agriculture (Forestry Division) and demand may require periodic short orders as fuel volume is depleted.

4. During such fire seasons and when fuel demand increases for U.S.D.A. aircraft providing life safety sorties, the supplier will assist with the location and delivery of additional/loaner fuel truck/s. These trucks must be sufficient in capacity as well as performance to meet the demands of fuel needed during such times. Supplier must have the ability to provide a loaner JET-A Refueling Truck, as the need exists during wildfire activity, at no cost to the city.

4.3. Product Delivery & Charges

1. All deliveries must be made within 24 hours of order placement.

2. Supplier must provide toll-free telephone number for order placement.

3. The successful Bidder will be required to deliver all fuels during the City of Lake City Gateway Airport normal hours of operation 7 days per week 8 a.m. to 6 p.m.

4. Deliveries must be via supplier transport truck or common carrier transport trucks designed for aviation fuel only. All tanks must be dedicated for fuel grade or proven to be properly cleaned and dried.

5. Title to product must pass to purchaser upon offloading into storage at the City of Lake City Gateway Airport.

6. Freight charges must be based on supplier's closest delivery source within the State of Florida regardless of actual source of delivery.

7. Billing is to be based on net temperature adjusted gallons.

8. Material Safety Data Sheets (MSDS) are required for fuels supplied.

9. Contractor must meet FDOT required weight loads.

10. In the event of a natural disaster which disables the City's ability to dispense fuel from our pumps, the successful Bidder shall cooperate with the City to the fullest extent possible to assist in keeping vehicles fueled. This assistance may include leaving a fuel truck at our facilities so that we may fuel our vehicles directly from the fuel truck.

4.4. Credit Cards:

1. Supplier must accept without processing fee at least two (2) major oil company credit cards.

2. Supplier must accept State and Federal Government-issued credit cards without fee.

3. Supplier must accept other general-use credit cards such as Visa, MasterCard, and American Express at a processing fee not to exceed 3%.

4. Successful vendor shall supply an electronic credit card machine, with all credit card supplies, forms, materials, etc., free of charge to the Lake City Gateway Airport.

5. Supplier must provide toll-free credit card authorization service.

6. Supplier's credit card shall provide for normal airport-related charges in addition to fuel, such as tie-down fees, hangar or lease payments, pilot supplies, minor repairs, and flight and/or weather service.

7. Supplier shall reimburse the City of Lake City for credit transmittals within seven (7) days or receipt by check.

8. Supplier must provide a grace period not less than sixty (60) days for the acceptance of all other company credit cards.

4.5. Training

1. Supplier must provide line service and quality control training to the Lake City Gateway Airport employees on site at the beginning of this contract, and also provide additional training for any new employees during this contract period at no charge.

2. Supplier must provide F.A.A. (Federal Aviation Administration) part 139 (or latest revision) training to purchaser's employees free of charge.

4.6. Advertising & Signage

- The supplier must include purchasers in all directory advertising free of charge
- Supplier must provide one (1) large airport sign for air viewing, decals on ground equipment and fuel farm at no charge. State descriptions and what size your company will supply with bid proposal.If your Company provides any amenities other than those stated above, please list them in detail. Some consideration could be given to items such as additional signage and advertising.

4.7. Submittal Requirements

Submittals shall be deemed an offer to provide services to the City. In submitting, the proposer understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner is a representation of the respondent.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

At a minimum, shall include:

An introduction and company summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Proposer's experience and qualifications as to why their company shall be selected as a supplier.

The summary shall be signed by a corporate officer or principal, or an authorized representative of the company authorized to obligate the company and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime company or joint venture that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual.

- Cover page that represents the company that is submitting a proposal.
- A brief profile of the company which should include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.

- Number of years in business, including operation under other firm names, providing services similar to those described herein.
- Number of years in business in the State of Florida.

Experience, at a minimum shall include:

- Experience with FAA regulations required to support the Airport's requirements for FAA certification.
- Experience in providing both Jet A and Avgas meeting standards established by the Federal Aviation Administration and by manufacturers of the aircraft routinely operated in the United States.
- Experience with various POS self fueling systems.

Qualifications, at a minimum shall include:

- Supply airports with aviation fuels for at least five (5) consecutive years
- Be a full-service general aviation marketer who provides marketing support, including a nationally recognized brand identity
- Have in place a quality control program that meets or exceeds regulatory and industry standards, including training for personnel
- Have in place a customer service program that includes a representative who can answer fueling and quality control questions and provide support in a timely manner
- The successful proposer shall be required to outlay any and all startup costs related to the commencement of service to the Airport

Fee Proposal

The City of Lake City reserves the right to evaluate the bids received and award the lowest, qualified bidder as determined to be in the best interest of the City. The uploaded price proposal in the required response Section shall include full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs. The following Fees will be evaluated:

Proposed Fees for AVGas Fuel Truck Rental

Proposed Fees for AVGas and Jet Fuel

Proposed Fees for Delivery

References

Provide a maximum of five (5) references for the most similar contracts, preferably in the State of Florida. Include the size of the municipality. References should include the following information: name of agency, contact name, address, telephone number and email address.

References shall also provide a statement on the reliability of product delivery.

Customer Service Program

Submittal shall include detailed information regarding a successful customer service program that includes:

- A representative who can answer fueling and quality control questions and provide support in a timely manner.
- Experience with FAA regulations required to support the Airport's requirements for FAA certification.
- A credit card processing system compatible with X1 FBO point of sale software, specifically capable of accepting:
  Major credit cards (Visa, MasterCard, American Express, Discover)
  Aviation-specific cards (AvCard, Multi-Service Card)
  Government and military cards
- Options to participate in advertising programs for promotion of the Airport and fuel sales;
- Provision and installation of brand identification as approved by the Airport;
- An account manager whose total interest and function is aviation-related.

4.8. Criteria

Proposals received for the requested services shall be evaluated separately using the following criteria:

1. Experience and Qualifications (25 Points)

The Proposer shall demonstrate relevant experience and qualifications in providing aviation fuel services.

Experience shall include, at a minimum:

- Demonstrated experience with Federal Aviation Administration (FAA) regulations sufficient to support airport certification requirements.

- Experience supplying both Jet A and Avgas fuels meeting all applicable FAA standards and aircraft manufacturer specifications.
- Experience with point-of-sale (POS) and self-fueling systems, including 24-hour fueling operations.

Qualifications shall include, at a minimum:

- A minimum of five (5) consecutive years supplying aviation fuel to airports.
- Status as a full-service general aviation fuel marketer with a nationally recognized brand.
- An established quality control program that meets or exceeds regulatory and industry standards, including documented personnel training.
- A customer support structure with knowledgeable representatives available to address fueling and quality control inquiries in a timely manner.
- Demonstrated ability to assume all startup and transition costs necessary to initiate service.

---

2. Fee Proposal (25 Points)

Proposers shall submit a complete and transparent fee schedule. The City will evaluate pricing based on overall cost competitiveness and clarity.

The fee proposal shall include, at a minimum:

- AVGas fuel truck rental fees
- AVGas fuel pricing
- Jet A fuel pricing
- Fuel delivery fees
- Any additional applicable fees or charges

All costs must be clearly disclosed. Hidden fees or ambiguous pricing structures may result in reduced scoring or disqualification.

---

3. References (10 Points)

Proposers shall provide a maximum of five (5) references for contracts of similar scope and size, preferably with municipalities or airports within the State of Florida.

Each reference shall include:

- Agency name
- Contact name and title
- Address

- Telephone number
- Email address
- Size of the municipality or airport

References will be evaluated based on:

- Reliability of fuel delivery
- Quality of product
- Responsiveness and customer service
- Overall performance

---

4. Customer Service Program (15 Points)

Proposers shall provide a detailed description of their customer service program, including:

- Availability of dedicated representatives to address fueling operations and quality control issues.
- Demonstrated knowledge of FAA requirements related to airport fueling operations.
- A credit card processing system compatible with X1 FBO point of sale software, specifically capable of accepting:
    - Major credit cards (Visa, MasterCard, American Express, Discover)
    - Aviation-specific cards (AvCard, Multi-Service Card)
    - Government and military cards
- Marketing and promotional support, including participation in advertising programs.
- Provision and installation of branded signage and identification (subject to Airport approval).
- Assignment of a dedicated aviation account manager.

---

5. Quality Control and Training Programs (10 Points)

Proposers shall describe their quality control and training programs, including:

- Procedures to ensure fuel quality, storage, handling, and delivery compliance.
- Inspection, testing, and documentation practices.
- Training programs for personnel involved in fuel handling and safety.
- Compliance with FAA, industry standards (e.g., ATA, NFPA), and best practices.

---

6. Product Specifications and Fuel Delivery (15 Points)

Proposers shall demonstrate their capability to reliably supply aviation fuel to Lake City Gateway Airport.

Submittals shall include:

- Description of fuel supply sources and distribution network.
- Delivery methods, scheduling, and redundancy plans.
- Inventory management and emergency response capabilities.
- Historical performance related to on-time delivery and supply continuity.

4.9. Contract

1. The proposal of the successful Bidder, together with the written Notice of Award, the terms and conditions, and the specifications contained in the Invitation to Bid, will constitute the contract.

2. Contract term will be for three (3) years*. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the successful bidder.

3. *Annual Appropriation – Contingency Statement – Section 287.0582 of the Florida Statutes states that performance and obligation to pay under this contract are contingent upon an annual appropriation.

4.10. Termination

The contract may be terminated by the City for any reason upon a 30 day written notice. Contractor will be paid for all service satisfactorily performed through the date of termination. Termination will be effective upon written notification to the Contractor and such termination will relieve the City from any future obligations with the Contractor.

4.11. Price Changes During Contract Period

Any price adjustments during the contract period shall be based solely on changes in the applicable published Platts index as defined in this solicitation.

The Supplier Margin (markup), as proposed, shall remain fixed for the duration of the contract and shall not be increased.

The Contractor shall apply the specified Platts index (including the defined averaging methodology) to determine the base fuel price. The City reserves the right to verify pricing using publicly available index data.

Upon request, the Contractor shall provide supporting documentation sufficient to validate that pricing is consistent with the applicable index and contract terms.

4.12. Quality Control / Inspection

1. Supplier must provide purchaser with written product quality reports on an annual basis and certification of quality for each delivery.

2. Supplier must inspect all fuel handling equipment on an annual basis and provide the purchaser with written inspection reports.

4.13. Protection of Property/Property Conditions

1. 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.
2. 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.
3. Bidder shall be responsible for securing all work areas to be safe.

4.14. 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.

4.15. Employees

1. 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.)
2. 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.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed only in designated areas.
5. Contractor shall be solely responsible for receiving all materials and equipment at the site.

5. Format and Content

5.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

5.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

5.3. Proprietary Information

1. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
   A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes
2. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

5.4. Requirements

1. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format and must not be more than 25 pages.
2. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
3. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

5.5. Delivery of Proposals

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

5.6. Evaluation Criteria

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "Evaluation Criteria" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

5.7. Proposal Evaluation Committee and Evaluation Process

1. Evaluation Committee
   An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

2. Presentations
   The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

3. Award without Presentations
   The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

4. Ranking
   The Committee will evaluate and rank the Proposers as set forth in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

5. Authority to Award
   Contracts negotiated as a result of this RFP will be presented to City Council for final award.

6. Reserved Rights

   a. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.

   b. The City does not guarantee the award of any Contract as a result of this solicitation process.

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Experience and Qualifications** The Proposer shall demonstrate relevant experience and qualifications in providing aviation fuel services. **Experience shall include, at a minimum:** • Demonstrated experience with Federal Aviation Administration (FAA) regulations sufficient to support airport certification requirements. • Experience supplying both Jet A and Avgas fuels meeting all applicable FAA standards and aircraft manufacturer specifications. • Experience with point-of-sale (POS) and self-fueling systems, including 24-hour fueling operations. **Qualifications shall include, at a minimum:** • A minimum of five (5) consecutive years supplying aviation fuel to airports. • Status as a full-service general aviation fuel marketer with a nationally recognized brand. • An established quality control program that meets or exceeds regulatory and industry standards, including documented personnel training. • A customer support structure with knowledgeable representatives available to address fueling and quality control inquiries in a timely manner. • Demonstrated ability to assume all startup and transition costs necessary to initiate service.	0-100 Points	25 *(25% of Total)*

2.	**Fee Proposal** Proposers shall submit a complete and transparent fee schedule. The City will evaluate pricing based on overall cost competitiveness and clarity. The fee proposal shall include, at a minimum: • AVGas fuel truck rental fees • AVGas fuel pricing • Jet A fuel pricing • Fuel delivery fees • Any additional applicable fees or charges All costs must be clearly disclosed. Hidden fees or ambiguous pricing structures may result in reduced scoring or disqualification.	0-100 Points	25 *(25% of Total)*
3.	**References** Proposers shall provide a maximum of five (5) references for contracts of similar scope and size, preferably with municipalities or airports within the State of Florida. Each reference shall include: • Agency name • Contact name and title • Address • Telephone number • Email address • Size of the municipality or airport References will be evaluated based on: • Reliability of fuel delivery • Quality of product • Responsiveness and customer service • Overall performance	0-100 Points	10 *(10% of Total)*

4.	**Customer Service Program**
	
	Proposers shall provide a detailed description of their customer service program, including:
	
	• Availability of dedicated representatives to address fueling operations and quality control issues.
	
	• Demonstrated knowledge of FAA requirements related to airport fueling operations.
	
	• A credit card processing system compatible with X1 FBO point of sale software, specifically capable of accepting:
	
	  ○ Major credit cards (Visa, MasterCard, American Express, Discover)
	
	  ○ Aviation-specific cards (AvCard, Multi-Service Card)
	
	  ○ Government and military cards
	
	• Electronic payment processing with direct remittance to the City.
	
	• Marketing and promotional support, including participation in advertising programs.
	
	• Provision and installation of branded signage and identification (subject to Airport approval).
	
	• Assignment of a dedicated aviation account manager.
		0-100 Points	15
			(15% of Total)

5.	**Quality Control and Training Programs** Proposers shall describe their quality control and training programs, including: • Procedures to ensure fuel quality, storage, handling, and delivery compliance. • Inspection, testing, and documentation practices. • Training programs for personnel involved in fuel handling and safety. • Compliance with FAA, industry standards (e.g., ATA, NFPA), and best practices.	0-100 Points	10 *(10% of Total)*
6.	**Product Specifications and Fuel Delivery** Proposers shall demonstrate their capability to reliably supply aviation fuel to Lake City Gateway Airport. Submittals shall include: • Description of fuel supply sources and distribution network. • Delivery methods, scheduling, and redundancy plans. • Inventory management and emergency response capabilities. • Historical performance related to on-time delivery and supply continuity.	0-100 Points	15 *(15% of Total)*

7. Pricing Proposal

AVIATION FUELS- AV GAS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Supplier Margin ($/gallon)	1	GALLON		
2	Freight ($/gallon)	1	GALLON		
3	Additive (if applicable)	1	GALLON		
4	Taxes	1	GALLON		
TOTAL					

AVIATION FUELS- JET A WITH PRIST PREMIXED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Supplier Margin ($/gallon)	1	GALLON		
2	Freight ($/gallon)	1	GALLON		
3	Additive (if applicable)	1	GALLON		
4	Taxes	1	GALLON		
TOTAL					

8. Terms and Conditions

8.1. CDBG Guidelines

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

8.2. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

8.3. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

8.4. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

8.5. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

8.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

8.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

8.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

8.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

1. Without limiting Proposer's indemnification, it is agreed that the successful Proposer 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 Proposer'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.

    a. Professional liability insurance to provide coverage of not less than one million dollars ($1,000,000).

b. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

c. Commercial General Liability insurance to provide coverage of not less than one million dollars ($1,000,000) 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. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars ($100,000) per person, three hundred thousand dollars ($300,000) per occurrence and one hundred thousand dollars ($100,000) property damage.

2. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

8.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

9. Vendor Questionnaire

9.1. Table of Contents*

Please upload your Table of Contents here.

*Response required

9.2. Acknowledgement*

By checking yes, the Respondent acknowledges the following:

The information provided in the response is true and correct, and the response submission is final. Respondent agrees to all terms and conditions contained in the Solicitation.

☐ Yes
☐ No

*Response required

9.3. Documents Requiring Notorization*

Please download the below documents, complete, and upload.

- Conflict_of_Interest_Statem...
- Drug_Free_Workplace_Certifi...
- Non-Collusion_Affidavit_(1)...
- Public_Entity_Crimes_Statem...

*Response required

9.4. Scrutinized Companies Certification*

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting "Yes", the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies'.

☐ Yes
☐ No

*Response required

9.5. Human Trafficking Affidavit*

Please download the below documents, complete, and upload.

- Human_Trafficking.docx

*Response required

9.6. Disputes Disclosure Form*

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

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

9.7. E-Verify Affirmation Statement*

Please download the below documents, complete, and upload.

- E-VERIFY_AFFIRMATION_STATEM...

*Response required

9.8. Statement of Qualification Document*

Please upload your COMPLETE Statement of Qualifications

*Response required

[EASTERN AVIATION FUELS, INC] RESPONSE DOCUMENT REPORT

RFP No. 011-2026

AVIATION FUELS SUPPLIER SERVICES

RESPONSE DEADLINE: May 11, 2026 at 2:00 pm

Report Generated: Monday, June 1, 2026

Eastern Aviation Fuels, INC Response

CONTACT INFORMATION

Company:
Eastern Aviation Fuels, INC

Email:
deron.webb@titanfuels.aero

Contact:
Deron Webb

Address:
601 Mccarthy Blvd
New Bern, North Carolina 28562, NC 28562

Phone:
N/A

Website:
www.titanfuels.aero

Submission Date:
May 11, 2026 10:26 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 14, 2026 8:38 AM by Deron Webb

Addendum #2
Confirmed Apr 14, 2026 7:02 PM by Deron Webb

Addendum #3
Confirmed Apr 29, 2026 8:02 AM by Deron Webb

QUESTIONNAIRE

1. Table of Contents*
Please upload your Table of Contents here.

Lake_City_Table_of_Contents.docx

2. Acknowledgement*
By checking yes, the Respondent acknowledges the following:

The information provided in the response is true and correct, and the response submission is final. Respondent agrees to all terms and conditions contained in the Solicitation.

Yes

3. Documents Requiring Notorization*
Please download the below documents, complete, and upload.

- Conflict_of_Interest_Statem...
- Drug_Free_Workplace_Certifi...

- Non-Collusion_Affidavit_(1)...
- Public_Entity_Crimes_Statem...

Scan2026-04-30_082738.pdf

4. Scrutinized Companies Certification*

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting "Yes", the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies'.

Yes

5. Human Trafficking Affidavit*

Please download the below documents, complete, and upload.

- Human_Trafficking.docx

Human_Trafficking.pdf

6. Disputes Disclosure Form*

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

None of the Above

7. E-Verify Affirmation Statement*

Please download the below documents, complete, and upload.

- E-VERIFY_AFFIRMATION_STATEM...

E-VERIFY_AFFIRMATION_STATEMENT_(1)_(4).pdf

8. Statement of Qualification Document*

Please upload your COMPLETE Statement of Qualifications

TITAN_Overview_Template_2025_(Lake_City_Gateway_Airport)_2_(2).pdf

PRICE TABLES

AVIATION FUELS- AV GAS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Supplier Margin ($/gallon)	1	GALLON	$0.94	$0.94
2	Freight ($/gallon)	1	GALLON	$0.1462	$0.1462
3	Additive (if applicable)	1	GALLON	$0.00	$0.00
4	Taxes	1	GALLON	$0.219	$0.219
TOTAL					**$1.3052**

AVIATION FUELS- JET A WITH PRIST PREMIXED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Supplier Margin ($/gallon)	1	GALLON	$0.20	$0.20
2	Freight ($/gallon)	1	GALLON	$0.0864	$0.0864
3	Additive (if applicable)	1	GALLON	$0.01	$0.01
4	Taxes	1	GALLON	$0.269	$0.269
TOTAL					**$0.5654**

TITAN AVIATION FUELS



PROPOSAL TO SUPPLY AVIATION FUEL TO:

Lake City Gateway Airport

May 11, 2026

Prepared by:
Deron S. Webb
deron.webb@titanfuels.aero
252-933-4533

Submitted by:
TITAN Aviation Fuels
601 McCarthy Blvd
New Bern, NC 28562

May 11th, 2026

Lake City Gateway Airport
3524 East US HWY 90
Lake City, FL 32055

Eastern Aviation Fuels dba TITAN Aviation Fuels, a small corporation is submitting the following proposal to continue to service Lake City Gateway Airport as a TITAN Aviation Fuels branded dealer. Having been a trusted member of the aviation community for over 50 years and over 40 years in Florida, we have developed a network of 665 plus branded locations throughout North America. Titan Aviation Fuels is a North Carolina company based at 601 McCarthy Blvd, New Bern, NC 28562 which was started in 1975 with an average annual revenue of $1.35B and 225 team members employed.

Since 2016, TITAN Aviation Fuels has provided Lake City Gateway Airport quality fuel, marketing programs, DLA Military inspection and bid support, refueling equipment, supplies, credit card processing, and quality control. We have been successful providing quality assurance, communication, transparency, safety programs and designing best practices for the success of both of our businesses.

This proposal will outline our ability to continue to support your operation as specified in the RFP. I look forward to the opportunity to continue a long-term business relationship with Lake City Gateway Airport as a member of the TITAN Aviation Fuels branded Network.

Names and contact information of the people who will be authorized to make representations for TITAN Aviation Fuels and are dedicated to address all operational issue concerns.

- Deron S. Webb (Southeast Regional Sales Manager) dwebb@titanfuels.aero cell: 252-933-4533
- Chuck Buckland (Vice President Sales – East) cbuckland@titanfuels.aero cell: 252-671-1759
- David Sierzant (SVP Contract Fuels) david@titanfuels.aero cell: 912-313-6018
- Laura Santucci (Contract Fuel Sales Southeast) laura.santucci@titanfuels.aero cell: 561-245-1301

I look forward to your response and feel free to contact me with any questions.

Best regards,

Deron S. Webb, Southeast Regional Sales Manager
TITAN Aviation Fuels
Deron.webb@titanfuels.aero
Cell 252-933-4533
Office 252-633-0066
Fax 252-633-3125

FUELING SUCCESS SINCE 1975

VOTED #1 AVIATION FUEL BRAND IN 2025

TITAN AVIATION FUELS EXPERIENCE

TITAN Aviation Fuels was founded by Robert L. Stallings, III in 1975 as a wholesale aviation fuel distributor. He combined his knowledge of the petroleum industry gained from working in an automotive fuel business and his love for aviation by creating a fuel supply and marketing company dedicated to the sale of aviation fuels.

TITAN provides fuel and services globally and is a leading supplier in the United States. Established over 50 years ago, TITAN is focused 100% on the aviation market. Our supply coverage extends throughout North America, the Caribbean, Europe, Africa, and beyond.. TITAN serves thousands of customers including approximately 650 TITAN branded locations, airports, airlines, helicopter companies, corporate flight departments, freight companies, the military and aerial applicators.

Many of our team members are pilots which provides them first-hand knowledge of the industry. **Our passion and dedication to the aviation industry are evident in our continued innovation and development of new services and products that benefit our customer base and the aviation industry.** TITAN's sales staff have decades of sales experience.

WHAT SETS US APART:

- 100% commitment to the aviation market through card membership, product, sales, and support
- **650+ TITAN branded FBOs**
- 2,500 fueling locations around the world
- 200+ dedicated employees who are customer service oriented
- **One of the largest fleets of aviation refuelers to meet our customers daily demands and special events**
- **Quality Control team dedicated to the consistent delivery of quality product, support, and safety**
- **Dedicated aviation sales and marketing team focused on your success**
- **Contract Fuel Programs designed to connect you directly to targeted customers**
- **Loyalty Rewards Program to promote increased sales and customer appreciation**
- In-house, wholly owned fuel transport company (Marlin Transport) dedicated to the transport and delivery of aviation product (Jet and Avgas)

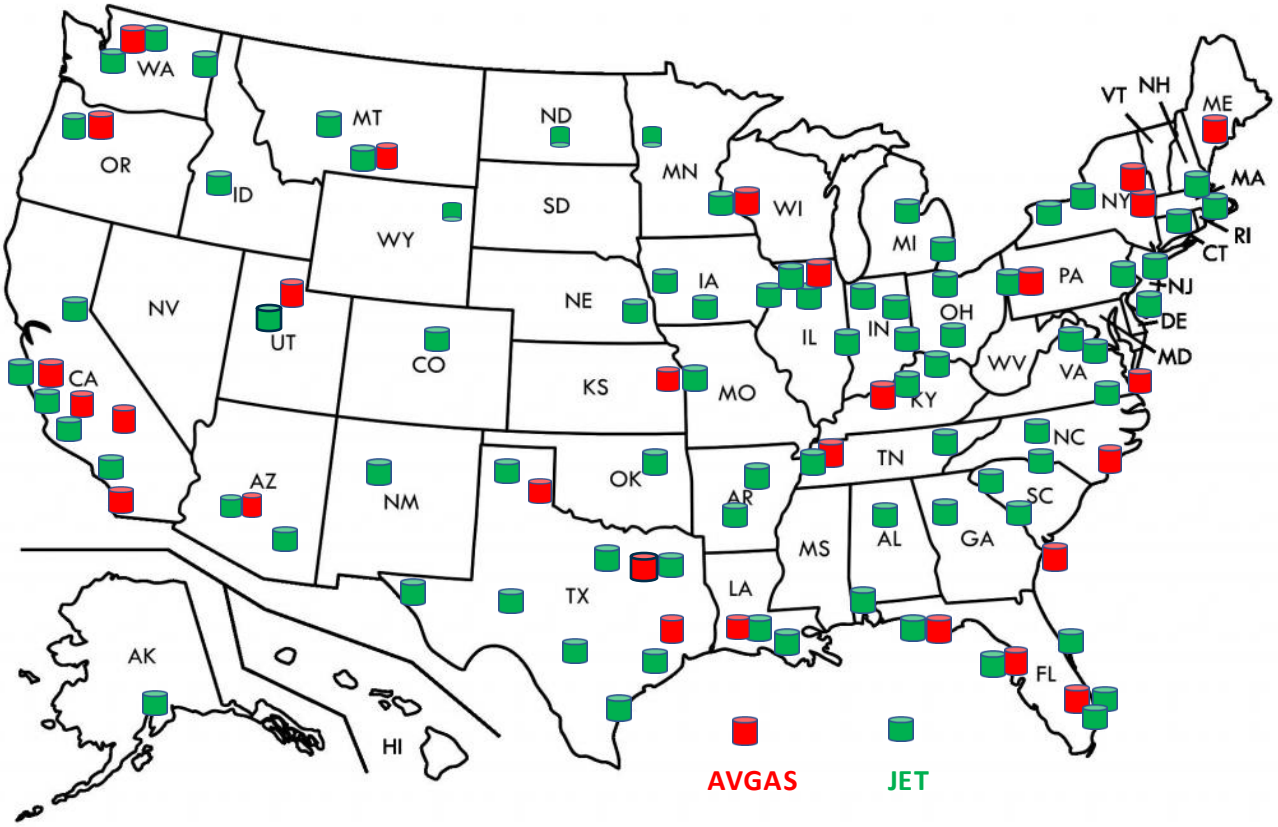
TITAN MILESTONES:

- **1975 TITAN is founded**
- 1995 Wayne Oil Company acquired
- 1996 Regal Aviation Fuels acquired
- 1998 Hi-Tech Fuels acquired
- 2000 Dees Oil Company acquired
- **2001 Marlin Transport founded**
- 2004 TITAN Aerospace Insurance founded
- 2005 Bell Fuels acquired
- **2018 Launched "Atlas" proprietary web-based FBO management software package**
- 2022 Acquired Akryl a European-based fuel supplier
- **2025 Acquired Multi Service Aviation Card**

RELIABLE SUPPLY

TITAN leverages its distribution and terminal infrastructure to provide uninterrupted, reliable supply to its customers. TITAN is involved in all areas of fuel logistics – from refinery to wingtip. **TITAN has agreements with all domestic refineries with access to over 250 supply terminals.**

TITAN makes the process of delivering top-quality fuel and service to your customers safe and simple. Each tanker supplying fuel to the Airport fuel farm will be dedicated to aviation fuel products only.



30 Refiners

250 Terminals

100 Freight Carriers

SUPPLY & TRANSPORT CAPABILITIES

The following map illustrates TITAN's supply points in close proximity to your FBO. Each location labeled with a TITAN truck icon, indicates that we have TITAN-owned transport equipment. These dedicated trucks will ensure timely deliveries during peak demand.

- Secure/Redundant supply
- Additional domestic refinery sources of supply for Jet A and Avgas



JET-A **Primary Terminal - Jacksonville**

AVGAS **Primary Terminal - Tampa**

TITAN OWNED AND OPERATED DELIVERY TRANSPORTS IN YOUR REGION ENSURE CONTROLLED & RELIABLE SUPPLY

RFP 011-2026 – Aviation Fuel Supplier Services
Attachment A: Fee Proposal

The City of Lake City reserves the right to evaluate proposals and award to the lowest, responsive and responsible proposer as determined to be in the best interest of the City. The submitted price proposal shall include full disclosure of all fees and charges. There shall be no hidden costs.

PRICING METHODOLOGY

Fuel pricing shall be based on a fixed differential (markup) over a published Platts index, plus applicable freight, taxes, and additives.

Index Definition:

Jet-A: Platts U.S. Gulf Coast Jet Fuel
Avgas: Applicable aviation gasoline index (e.g. OPIS or Platts), as specified by the proposer and approved by the City.
Basis: Prior Week Average (Monday–Friday)
Effective: Updated weekly (Monday)

Pricing Formula:

Total Delivered Price per Gallon = Platts Index + Supplier Margin + Freight + Taxes + Additives

AVGAS – PER GALLON

Line Item	Description	Unit Cost
1	Supplier Margin ($/gallon)	$0.94
2	Freight ($/gallon)	$0.1462
3	Additive (if applicable)	$0.00
4	Taxes	$0.219
5	Total Evaluated Price*	$1.3052

JET-A WITH PRIST (PREMIXED) – PER GALLON

Line Item	Description	Unit Cost
1	Supplier Margin ($/gallon)	$0.20
2	Freight ($/gallon)	$0.0864
3	Additive (if applicable)	$0.01
4	Taxes	$0.269
5	Total Evaluated Price*	$0.5654

*For evaluation only. City may use a standard Platts reference price.

Certification

Name of Company: Eastern Aviation Fuels dba Titan Aviation
Authorized Signature: [signature] Title: Regional Sales Mgr.
Printed Name: Dixon S. Webb Date: 5/11/26

PRODUCT SPECIFICATIONS / FUEL DELIVERY

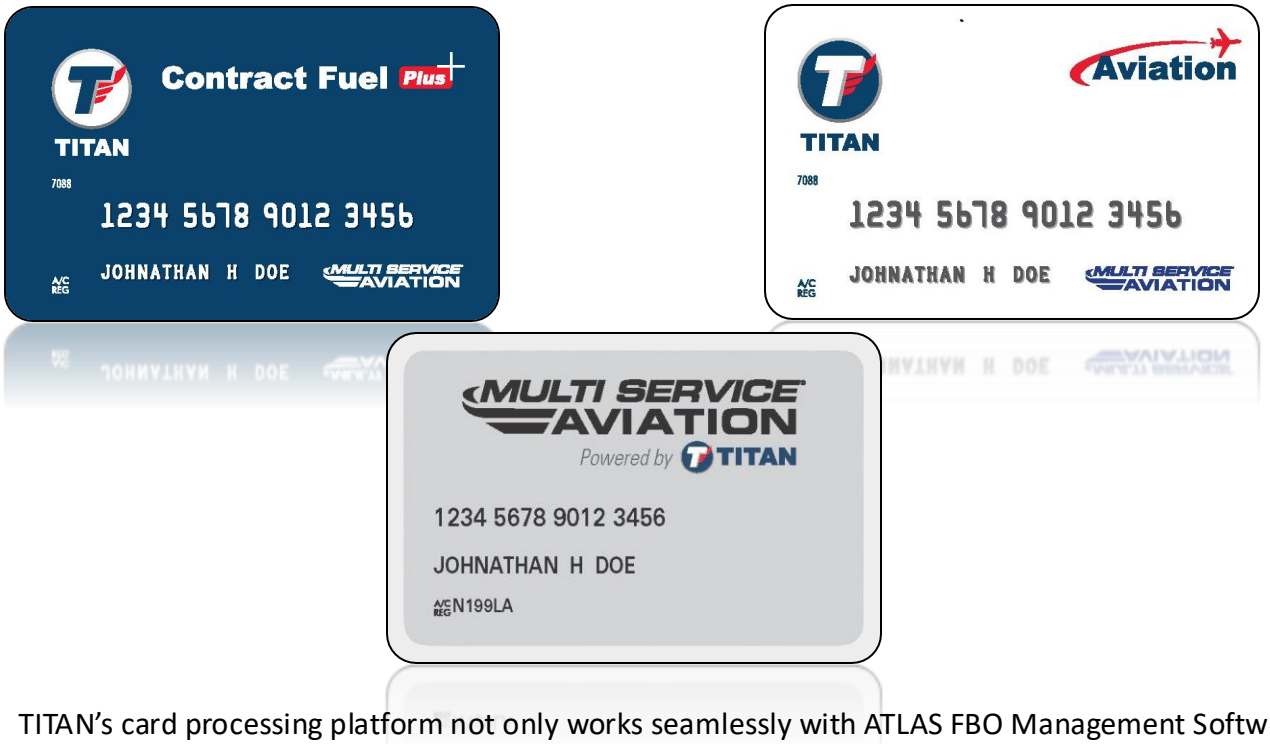
FUEL AND QUALITY SPECFICATIONS:

- 100LL AVGAS meets or exceeds ASTM D-910 specifications, latest revision, and shall be of the Aviation Gasoline type, 100 octane, low lead (AVGAS 100LL).
- Jet-A meets or exceeds ASTM D-1655 specifications, latest revisions, shall also conform to MIL-DTL-85470B specifications.
- Certificate of Analysis for each delivery.
- All fuel storage, fuel handling, refueling vehicles, equipment, and related training of all personnel engaged in the handling and distribution of aviation fuel shall be in strict conformance to the current version of FAA AC 150/5230-4B, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports.
- TITAN can perform and document the following tests before shipments are unloaded at the fuel farm and delivered with dedicated fuel transports.
    - Visual, Color, & Clarity
    - Gauging
    - Bottom sediment and water
    - Temperature & API Gravity
- Fuel ordering: Available 24/7. Call 800-334-5732 TITAN dispatch team or place fuel order online at our website www.titanfuels.aero or via email at dispatch@titanfuels.aero. Processing of fuel request is completed within 24 hours of request and objective is to deliver within 24-48 hours of order placed or sooner. Office Hours of operation are Monday through Friday 7 am to 9 pm EST. For after hours or emergency deliveries of fuel, we operate a dispatch system, and someone is available during afterhours and weekends. Fuel Delivery available 7 days per week 6 am – 7 pm.
- TITAN Aviation will furnish the necessary adapters for road transport vehicles delivering into the fuel storage system.
- TITAN will provide written product quality reports and inspect all fuel handling equipment at the request of the FBO.
- TITAN will inspect all fuel metering equipment to ensure the proper certification signage and seals are displayed as required by federal and state law at the request of the FBO.

EMERGENCY FUEL DELIVERIES:

- TITAN Aviation Fuels has contracts with several fuel carriers across the country. Should there be an event and or emergency which requires a fuel delivery outside the norm, our dispatch is available 24/7 as well as your sales representative.
- Our dispatch team will contact the normal carrier in your area to source a time for delivery. Since we have several terminals to pull product, we can reach beyond the normal terminals and carriers to schedule the most immediate delivery. Our goal is to assist your operation and meet the demands of the customer.
- Our contract spill and clean up company is CHEMTREC 800.262.8200.

CREDIT CARD RATES



TITAN's card processing platform not only works seamlessly with ATLAS FBO Management Software (TITAN's proprietary web-based point-of-sale system), but also with numerous FBO point-of-sale systems such as Total FBO, X1 FBO, FBO Director, Avman, My Flight Solutions, etc. It is also compatible with QT Pod and FuelMaster, the most common self-serve card readers used in the aviation industry.

TITAN offers an extensive Credit Card processing system, utilizing the Verifone VX-820 POS machine.

Your credit card settlements are processed and deposited **within 48 hours** of the transaction.

This is an expedited processing time in this industry to support your operation's cashflow and getting your money back to your operation.

Card Type	Rate
TITAN Aviation Contract Fuel	**0% - Fuel and non-fuel charges**
TITAN Aviation Card – White Card	**0%**
Multi Service Aviation Card – Retail Card	**2.50%**
MasterCard*	**2.10%**
Visa*	**2.10%**
American Express	**2.85%**
Discover	**2.85%**
AvCard	**2.85%**
Gov't Air Card	**0% Contracted /4.25% Non-Contracted**

Unqualified Transactions that are not swiped through the POS machine (card on file)* ***may be subject to higher processing rates.*



TITAN INTERNATIONAL CONTRACT FUEL PLUS PROGRAM:

TITAN's internationally recognized contract fuel program is one of aviation's most widely utilized and preferred fuel purchasing programs.

With one of the industry's largest networks, TITAN Contract Fuel is an integral part of the fuel buying process for all flight operations types. **Boasting a customer base of over +6,000 flight departments (made up of over 20,000 aircraft),** TITAN Contract Fuel is accessible to fractionals, corporate and private aircraft, charter operators, airlines, and government and military operations.

TITAN Contract Fuel streamlines the transaction experience for both sides of the counter:

FBO: TITAN Contract Fuel eliminates the use of multiple payment methods, consolidating all purchases to a single method of payment.

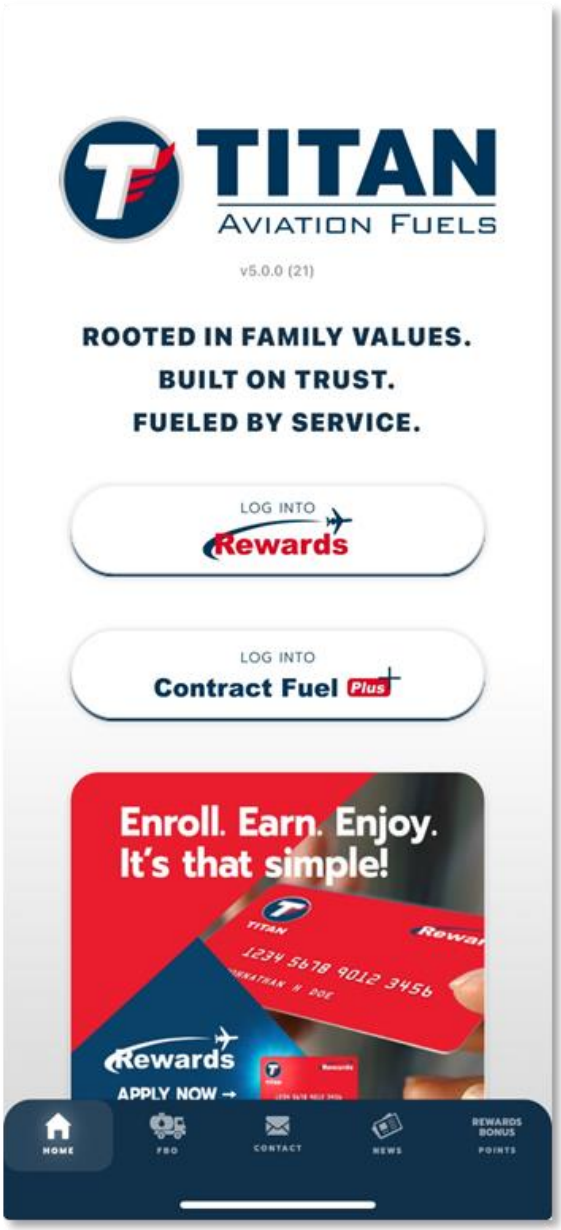
Customer (Flight Department or Operators): Pre-notified pricing is available via www.titanfuels.aero, pricing files delivered directly to flight departments, as well as web-based API integration with the industry's leading fuel price consolidation and flight scheduling software companies. These integrations allow customers to pre-approve fuel uplifts or present their TITAN Contract Fuel Card upon arrival to the FBO for all fuel and non-fuel purchases during their stay.

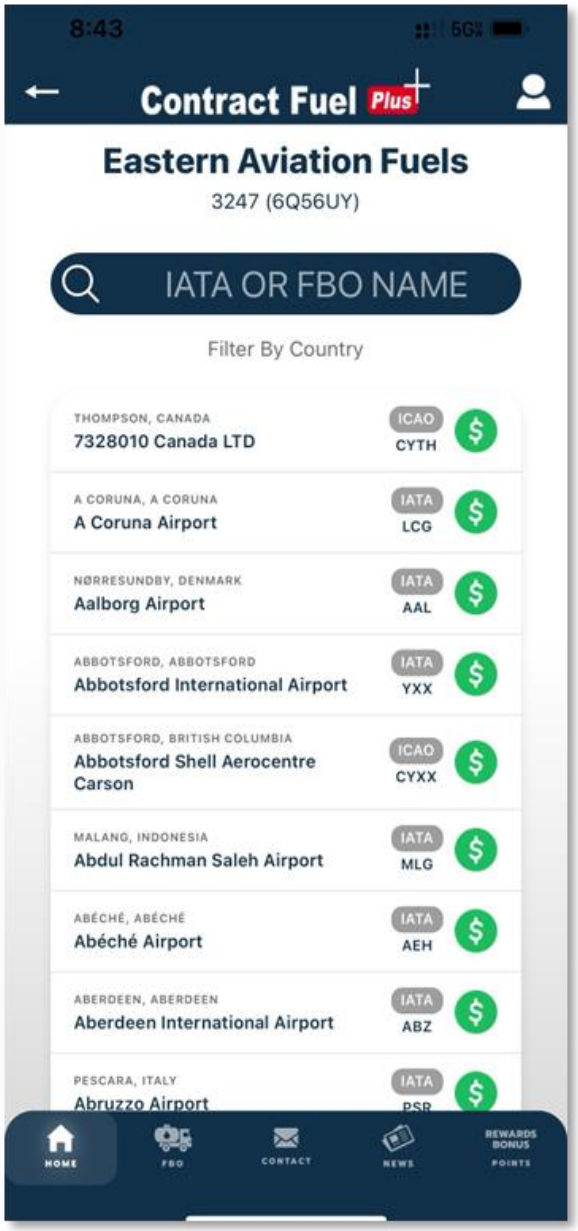
Program highlights:

- **0% processing fees on fuel and ancillary charges**
- Availability at over 2,400 locations and growing
- Each FBO location is assigned a Contract Fuel representative to drive business to your location
- **Payment will be wired to your account within 48 hours**
- Third-party contract fuel and reseller transactions can be processed through our system
- Participating FBOs benefit from continued exposure through newsletters, email marketing, attendance at aviation conferences, and print advertising

As a participating FBO in the Contract Fuel and Rewards programs, your FBO will be listed on the TITAN Aviation App. With over 46,000 downloads, it is the go-to application for monitoring Contract Fuel pricing and Rewards points. The complimentary app banner ad offers additional marketing opportunities for your FBO promotions.

TITAN App Downloads		
Apple	**Android**	**Total**
21,193	25,130	46,323





REFUELER LEASE PROGRAM:
TITAN MAINTENANCE FACILITY AND REFUELER TRANSPORT



TITAN has a state-of-the-art truck maintenance facility. With a dedicated transport truck specifically for the purpose of refueler delivery, TITAN can deliver replacement or supplemental trucks for special events and emergencies.

- 25,000 square foot dedicated maintenance facility
- Dedicated customer support with remote diagnostic capabilities
- Large inventory of aviation refueler parts and maintenance items
- Owned and dedicated transport tractor trailer for refueler deliveries to enhance response times
- Emergency refuelers are available for delivery to your location, should you need a replacement refueler or additional refuelers for large events
- Six (6) full-time maintenance experts.
- **Titan Aviation Fuels will offer free of charge to Lake City Gateway Airport an Avgas truck and or a Jet A truck for emergency needs during the contract period.**



FUEL QUALITY CONTROL PROGRAM:
PROFESSIONAL LINE SERVICE TRAINING PROGRAM





TITAN Aviation Fuels offers a proprietary FAA approved Quality Control Program. Our head of Quality Control, Mike Mattern has been with the company for over 20 years and is nationally recognized as a leader in the QC field. He brings 30 years of military QC experience and a team of four quality control professionals. Any emergency service needs can be requested 24-hours/365-days at 800-334-5732. The team consists of five dedicated quality control auditors.

TITAN will provide the following at no cost to your FBO:

- Annual On-Site Quality Control Inspections – Our QC inspectors will perform annual quality control inspections free of charge of refuelers and fuel farm.
- Quality Control manuals will be provided free of charge.
- ACE Certification Program – An interactive web-based line service/supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO.
- **Regional Seminars – Three-day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests.**
- **FAR Part 139 Fire Training – In conjunction with our seminars TITAN also teaches and certifies line service personnel in fire prevention and fire mitigation.**
- Day Three - Optional HAZMAT and hands-on Quality Control Training.
- All training is specific to the following areas: ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, quality control, fuel farm management, customer service, fire safety and maintenance.
- TITAN agrees to replace fuel filters and will clean the fuel system, if it is determined that a contaminated load of fuel was received into the fuel farm.
- **All Quality Control training will be provided free of charge.**

FUEL QUALITY CONTROL PROGRAM:
FBO PROFESSIONAL TRAINING PROGRAMS

Your team can access the NATA Safety 1st Training Center through an annual subscription that provides unlimited use of all content.

TITAN has negotiated access to Safety 1st training for all line service personnel, which will satisfy all training requirements related to mobile refueling, piston aircraft, turboprop aircraft, towing, DEF procedures, fire safety, lavatory service, towing, ground handling, and GPU operations.

Your team will also have access to the full suite of NATA Safety 1st products, including CSR training, and Fuel Safety Supervisor training at the TITAN Aviation Fuels discounted pricing. NATA Safety 1st program will be offered at no cost to Lake City Gateway Airport for the duration of the contract.

TITAN AVIATION FUELS PROPRIETARY TRAINING:
AVIATION COMPETENCY AND EDUCATION COURSE

TITAN also provides, free of charge, online instruction through our in-house, ACE Training program which meets or exceeds FAR 139.321. Program revised in 2025.

ACE Training focuses specifically on aviation fuel quality control of TITAN's products and fire safety:

- ACE Certification Program – An interactive web-based line service/supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO and on your fuel farm.
- Annual Regional Seminars – Quality Control regional 3-day in-person seminar as scheduled are provided at no cost that meet the 14CFR 139.321 Supervisory Train-the-Trainers and Line Service Supervisor requirements as per FAA AC 150/5230_4c and AC 150_5230_4c Addendum. Training also includes the following:
    - Customer Services
    - Ground Servicing Aircraft
    - Fuel Safety
    - Mobile Refueler Familiarization
    - Refueling Piston Aircraft
    - Refueling Jet Aircraft
    - Tug Driver/Tug, Towbar and Towbarless Towing of Aircraft
    - DEF Contamination Prevention
    - Fire Safety
    - Lavatory Services
    - Ground Power Unit Operation
- FAR Part 139 Fire Training – In conjunction with our seminars TITAN also teaches and certifies line service personnel in fire prevention and fire mitigation.
- HAZMAT Training – TITAN provides Hazmat training to those who ship hazardous materials.

TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: OVERVIEW

The TITAN marketing network connects our 20,000+ most active fuel and reward cardholders with our 665+ branded FBOs, giving your FBO the reach of a widely recognized global brand and putting you squarely in front of TITAN's wide variety of aviation customers.

With a team of marketing specialists and event planners who know aviation, the TITAN marketing team provides free end-to-end solutions.

A branding partnership with TITAN grants you access to the industry's foremost in-house marketing team dedicated to aviation.

TITAN marketing combines proven communication platforms with innovative technologies to help you attract business, earn customer loyalty and increase sales.



Email Marketing
- Events
- Seasonal
- Rewards Program News
- Contract Fuel News

Website
- Home Page Slider
- News Posts
- FBO Features

Events
- NBAA
- S&D
- EBACE
- Regional Forums
- Heli Expo
- State and Local Conferences
- Military Conferences

TITAN Aviation App
- Banner Ad

Social Media
- Facebook/Twitter/Instagram/LinkedIn

Public Relations
- Press Releases
- Branding support

Consultation/Training
- Website
- Point of Sale
- TITAN Rewards utilization
- TITAN Contract Fuel+

TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
EMAIL MARKETING SUPPORT

TITAN will create email marketing pieces promoting the Lake City Gateway Airport, as part of the TITAN Network, as well as for special events to a customized distribution list based on historic traffic.

- An email distribution list is created from our vast database of TITAN Contract Fuel and TITAN Rewards card holders to welcome your location to the TITAN Network
- Custom distribution lists are also created for special events promoting your location as their best option for arriving aircraft.

This marketing support is FREE to the Lake City Gateway Airport.



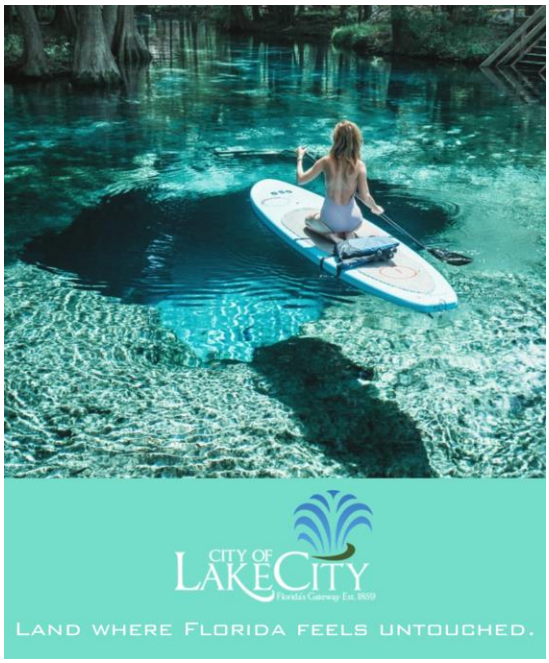
TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
SOCIAL MEDIA SUPPORT

We are continually building our social media network and connecting with our customers and pilots through multiple channels.

TITAN will create social media posts for Lake City Gateway Airport to promote special events and seasonal traffic free of charge.









TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
INDUSTRY EVENTS

TITAN Aviation Fuels along with our FBOs participate in aviation events and conferences around the world. We offer our FBOs the opportunity to exhibit alongside us at select aviation shows and conferences. Social events, exciting themes, and giveaways are utilized to increase exposure and foot traffic.

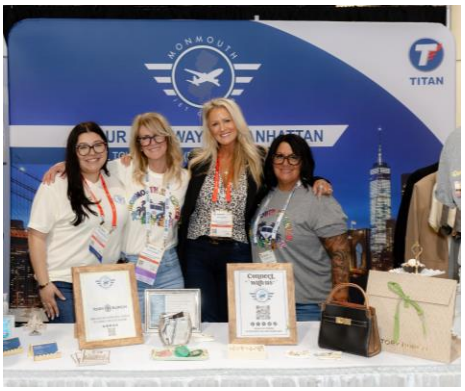
Event Highlights:

NBAA –BACE - TITAN offers a premium footprint on the show floor with three spacious meeting rooms and in-booth coffee and cocktail hours to host customers and prospects. Over $10,000 dollars in prizes are given away to draw traffic to our co-exhibiting FBOs. Over 1,200 attendees participate in TITAN activities.



NBAA Schedulers & Dispatchers – Over 55 TITAN FBOs exhibit within the TITAN Rows each year. TITAN provides a turn-key option that allows easy travel and set-up. Your booth will be set-up, broken down and stored for ease. Over 1000 conference attendees take part in our booth activities and social events.

EBACE – TITAN's international presence is strong each year at EBACE in Geneva, Switzerland. We offer our FBOs the opportunity to co-exhibit at EBACE. TITAN hosts in-booth cocktail receptions for your customers and prospects.



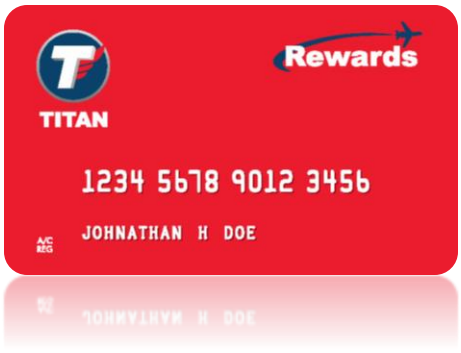
Regional Forums/Local and State Conferences – With a presence at all NBAA Regional Conferences and state and local airport conferences. We offer our FBOs support by contributing to sponsorships, supplying branded giveaways and booth design support.

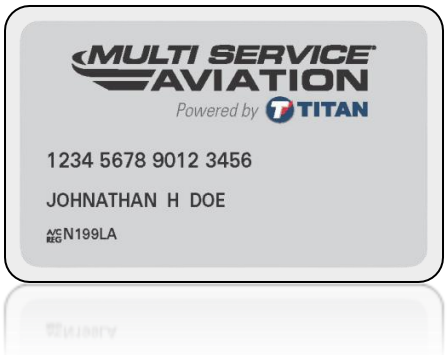
Military Conferences – TITAN exhibits at many U.S. military conferences across the country to support our FBOs who elect to exhibit and attend after hours events with the TITAN team to form relationships with key military personnel.





TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
PILOT LOYALTY PROGRAM





The TITAN Rewards program provides an incentive for pilots to purchase additional fuel from participating FBOs. Every time a member pilot refuels at a participating TITAN FBO, the pilot receives points redeemable for valuable Visa gift cards. This program provides a means to increase your FBOs business through bringing in new customers, building loyalty and increasing uplifts.

TITAN funds 1 point per $10 US Dollar spent on all Multi Service Aviation transactions for flight department TITAN Rewards Members.

PILOT BENEFITS:

Pilots earn 1 point for every gallon of fuel purchased. The points never expire and are redeemable for VISA gift cards in the following denominations:

- 1000 points = $10
- 2500 points = $25
- 5000 points = $50
- 10,000 points = $100

Pilots may also choose to donate their points to charity. Each year TITAN will select an aviation charity for members' points to be donated. Currently, the Corporate Angel Network has been selected.

FBO PARTICIPATION:

Your FBO will be provided TITAN Reward marketing materials for the lobby and entrances as well as a listing on the TITAN website and mobile app.

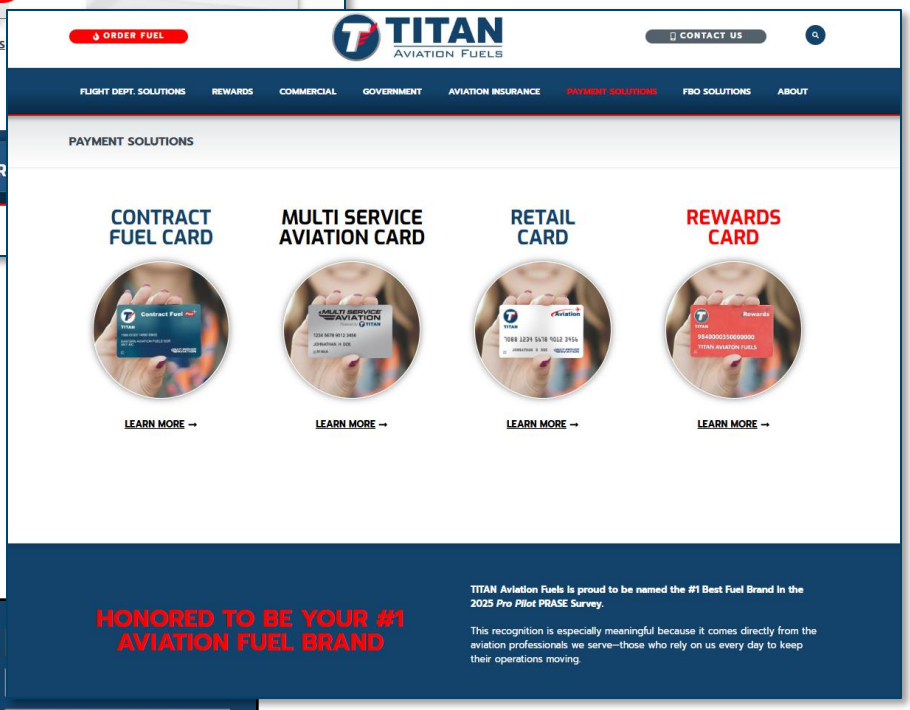
TITAN REWARDS STATS:

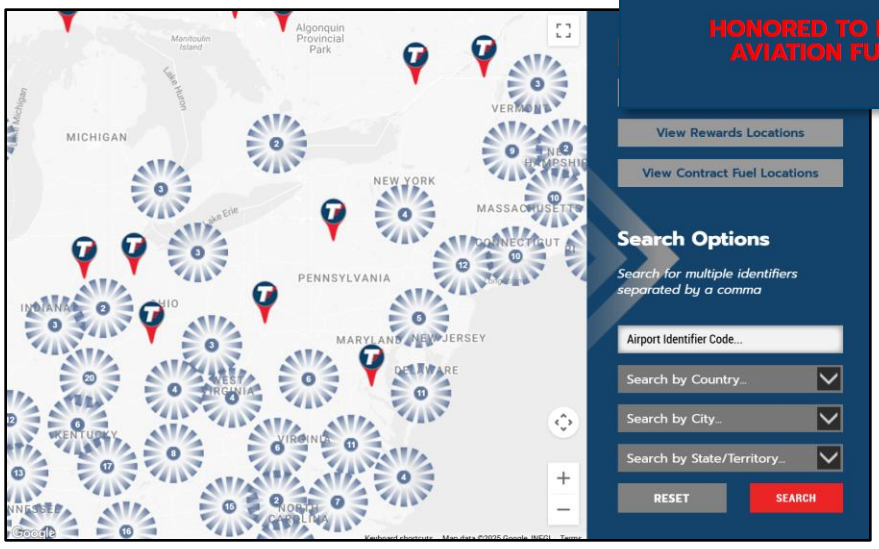
- 20,000+ members
- 500+ participating FBOs
- The Industry's preferred program for overall experience, ease of use, communications, managing account, redeeming awards and number of locations.
- TITAN aggressively promotes TITAN Rewards and TITAN Rewards FBOs through ongoing-targeted marketing efforts, including TITAN Rewards brochures displayed at participating FBOs; designations in digital flight directories; advertising in print and electronic industry media; regular communications to TITAN Rewards members; and promotion at conventions and industry events. This exposure is in addition to your customized TITAN Rewards Marketing.

TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: WEBSITE

Lake City Gateway Airport will be listed on our website and linked on our branded FBO Map. FBOs participating in the Contract Fuel and TITAN Rewards programs are indicated and searchable. Space for promoting your location is available on our homepage and on our news feed.







TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
CO-OP FUNDS





TITAN provides a co-op advertising program to assist in your sales efforts. This program is designed to defray up to 50% of your advertising and promotional costs.

- Co-op funds are reviewed and disbursed at the end of each quarter.
- Your operation will earn ½ cent per gallon of general aviation fuel purchased during that quarter in co-op funds, which establishes our maximum contribution for the quarter.
- Invoices for any advertising/promotional items purchased using the TITAN Aviation Fuels logo may be applied to the earned co-op funds. This includes all aviation directory-related expenses (AirNav, Foreflight, etc.). TITAN reimburses half the cost of each invoice up to the amount of co-op funds earned. The total reimbursement cannot exceed our maximum contribution at ½ cent per gallon sold.
- Invoices may be applied towards reimbursement of uniform costs; TITAN is partnered with Unifirst Uniform services to offer discounted pricing.

AVIATION INSURANCE



TITAN's aviation insurance subsidiary, TITAN Aerospace Insurance, has 20 years of hands-on experience providing coverage to FBOs and airports.

Insurance coverage for all FBO needs is available, including items such as courtesy cars, aircraft maintenance, environmental exposure, fuel farms, and more. Coverages include, but are not limited to:

- Aviation general liability insurance
- Premises insurance
- Hangar keepers' insurance
- Airport insurance
- Heliport insurance
- Airport property insurance
- Helicopter insurance
- Workers' compensation
- Aircraft hull and liability insurance
- Air ambulance insurance
- Heavy lift insurance
- Pipeline patrol insurance
- Part 135 insurance
- Part 91 insurance
- Scheduled 121 operator insurance
- Cargo insurance
- Freight insurance
- Flight school insurance
- Environmental liability insurance
- Crew car insurance
- Commercial auto insurance
- Mobile equipment insurance
- Commercial property insurance
- Products & completed operation insurance

Offices located in:

Greensboro, NC | Atlanta, GA | Memphis, TN | Knoxville, TN | Dallas, TX | Denver, CO



EXCESS LIABILITY INSURANCE

TITAN offers a $50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge. The following guidelines apply:

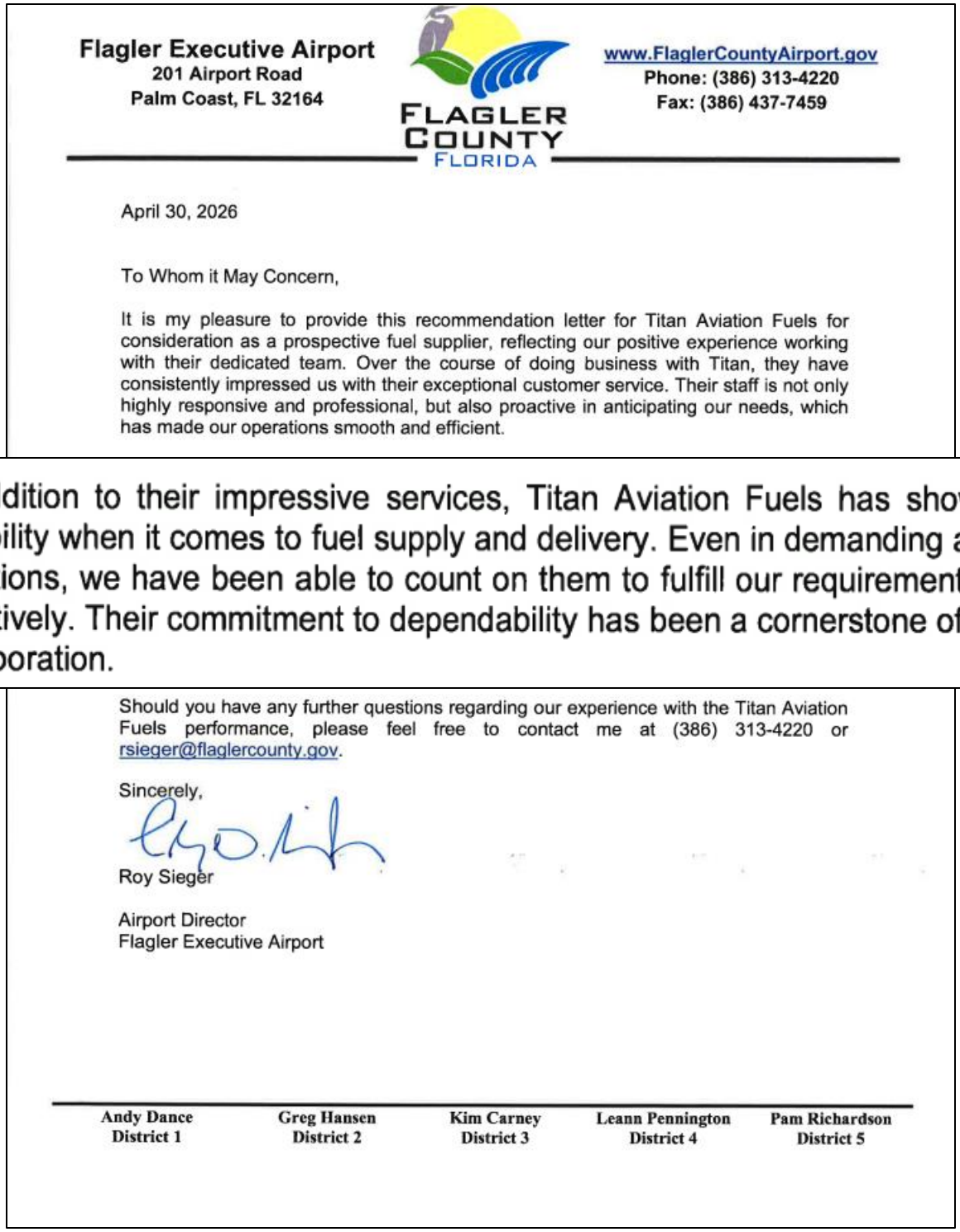
- TITAN Aviation Fuels is named as additional insured parties as suppliers of aviation petroleum products including refueling, de-fueling and/or lubrication of aircraft
- The policy must reflect a minimum limit of $500,000 each occurrence combined single limit for third party bodily injury and/or property damage, without restrictive per person sub-limits for bodily injury
- Acceptable liability coverage must include products, premises, and completed operations

REFERENCES



Name	FBO	Location	Contact Information
Roy Sieger	Flagler Executive Airport	Palm Coast, FL Flagler Regional Airport covers an area of 1,145 acres	386-313-4220 Rsieger@flaglercounty.gov
Benton Stegall	Williston Regional Airport	Williston, FL Williston Municipal Airport covers an area of 1,600 acres	352-528-4900 Benton.stegall@willistonfl.org
John Hayes	Okeechobee County Airport	Okeechobee, FL Okeechobee County Airport in Okeechobee, Florida, is located on 864 acres of land	863-467-5505 Jhayes@okeechobeecountyfl.gov

LETTERS OF RECOMMENDATION



Flagler Executive Airport
201 Airport Road
Palm Coast, FL 32164

FLAGLER COUNTY FLORIDA

www.FlaglerCountyAirport.gov
Phone: (386) 313-4220
Fax: (386) 437-7459

April 30, 2026

To Whom it May Concern,

It is my pleasure to provide this recommendation letter for Titan Aviation Fuels for consideration as a prospective fuel supplier, reflecting our positive experience working with their dedicated team. Over the course of doing business with Titan, they have consistently impressed us with their exceptional customer service. Their staff is not only highly responsive and professional, but also proactive in anticipating our needs, which has made our operations smooth and efficient.

In addition to their impressive services, Titan Aviation Fuels has shown unwavering reliability when it comes to fuel supply and delivery. Even in demanding and challenging situations, we have been able to count on them to fulfill our requirements promptly and effectively. Their commitment to dependability has been a cornerstone of our successful collaboration.

Should you have any further questions regarding our experience with the Titan Aviation Fuels performance, please feel free to contact me at (386) 313-4220 or rsieger@flaglercounty.gov.

Sincerely,

Roy Sieger

Airport Director
Flagler Executive Airport

Andy Dance	Greg Hansen	Kim Carney	Leann Pennington	Pam Richardson
District 1	District 2	District 3	District 4	District 5

LETTERS OF RECOMMENDATION



WILLISTON REGIONAL AIRPORT
1891 SW 18TH ST
WILLISTON FL 32696
352-528-4900

X60 WILLISTON REGIONAL AIRPORT

To Whom It May Concern,

I am pleased to provide this letter of recommendation for Titan Aviation Fuels based on our experience working with their team.

Throughout our relationship, Titan has consistently delivered a high level of customer service. Their team is responsive, professional, and proactive in addressing our needs, ensuring smooth and efficient operations.

In addition, Titan has demonstrated a strong commitment to reliability in fuel supply and delivery. We have been able to depend on their ability to meet

Overall, Titan Aviation Fuels has proven to be a dependable and valued partner, and we would confidently recommend them to any organization seeking a reliable fuel supplier.

Please feel free to contact me if you have any questions.

Thank you,

Benton Stegall
Airport Manager
Williston Regional Airport

LETTERS OF RECOMMENDATION

Okeechobee County Airport & Commerce Park

2800 N.W. 20th Trail
Okeechobee, FL 34972
863-467-5505

To Whom It May Concern,

Throughout our partnership, Titan Aviation Fuels has consistently demonstrated a high level of professionalism and dependability. Their customer service has been responsive, attentive, and solutions-oriented, ensuring that our needs are addressed promptly and effectively. Communication has always been clear and proactive, which has greatly contributed to a smooth working relationship.

In terms of fuel supply, Titan Aviation Fuels has proven to be a reliable partner. We have experienced consistent availability and timely deliveries, allowing us to maintain uninterrupted operations. Their commitment to reliability has been a key factor in supporting the daily demands of our airport.

Overall, Titan Aviation Fuels has performed exceptionally well as a supplier. Their combination of strong customer service, dependable supply, and operational consistency makes them a valued partner to Okeechobee County Airport. We confidently recommend their services to other organizations seeking a trustworthy and capable aviation fuel provider.

Sincerely,

John Hayes
Airport Manager
Okeechobee County Airport • 2800 NW 20th Trail • Okeechobee, FL 34972
Office: 863-467-5505
Email: Jhayes@okeechobeecountyfl.gov

OFFER INCENTIVES SUMMARY

Discretionary Fund

- A discretionary fund of **$160,000** will be provided to the Airport for use at the Airport's discretion. This fund may be paid out as a one-time payment, or managed and tracked by Regional Sales Manager for use towards fuel system maintenance/repair, equipment needs, uniforms, advertising, etc. **Five (5) year value = $160,000**

Marketing

TITAN Aviation Fuels will design and execute a marketing plan and provide ongoing marketing consultation for the duration of the contract to include:

- Media Release/welcome email/social media campaign/marketing consultation/brand support/targeted prospecting. **Five (5) year value = $50,000**
- Co-op Marketing Program: Co-op funds of .005 cents per gallons provided on delivered gallons (Calculated on 635,500 gallons/year for 5 years x $0.005). **Five (5) year value = $15,887.50**

Signage

TITAN Aviation Fuels already provides a pole sign and/or wall sign at no cost to the FBO.

Fuel Quality Assurance and Training

TITAN Aviation Fuels will provide an annual on-site Quality Control inspections, access to ACE-GA Line Service training, NATA Safety 1st for all line service and CSR's, and complimentary Regional Quality Control Seminars. **Five (5) year value = $25,000.**

Insurance Coverage

TITAN Aviation Fuels provides an increased value of $50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge, provided underlying insurance minimums are met.

Contract and Payment Terms

Contract Term: Minimum of three (3) years with two (2) one-year renewal options effective on or about July 1, 2026
Payment Term: Net 30
Credit card funds including in-to-plane fees remitted within 48 hours of transaction

Total of Five (5) year contractual financial incentives = $250,887.50

THANK YOU FOR THE OPPORTUNITY

Deron S. Webb

Regional Sales Manager - Southeast

Phone 252-933-4533

Deron.webb@titanfuels.aero

City of Lake City

Standard Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is made as of Thursday, July 2, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Eastern Aviation Fuels, INC ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to 011-2026 (the "Procurement Document") for AVIATION FUELS SUPPLIER SERVICES; and

WHEREAS, based upon the City's assessment of the Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

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

1. Definitions

1. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
2. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
3. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of

a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.

4. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

5. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section "Services", and the insurance coverage(s) required in Section "Liability and Insurance", within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services

The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

Services Requiring Prior Approval

Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Ed Bunnell.

Additional Services

From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor’s complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

De-scoping of Services

The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

Independent Contractor Status and Compliance with the Immigration Reform and Control Act

Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

Non-Exclusive Services

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.

Project Monitoring

During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement

Initial Term

The term of this Agreement shall commence on Thursday, July 2, 2026 and shall remain in full force and effect for 1 years, or until termination of the Agreement, whichever occurs first.

Term Extension

The Parties may extend the term of this Agreement for two (2) additional one (1) year period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment

Services Fee

As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section "Services Fee", pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in sections "Payment Details" and "Travel Expenses", unless the Parties agree to increase this sum by written amendment as authorized in the Agreement.

Payment Details

The City agrees to pay the Contractor at the following unit cost: the unit cost set out in Exhibit E attached hereto, upon submittal of an invoice as required herein

Travel Expenses

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

Taxes

Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

Payments (Exhibit)

Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to: as provided in the Exhibit "D" attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. Personnel

Qualified Personnel

Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

Approval and Replacement of Personnel

The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section "Events of Default" shall apply if minimum required staffing is not maintained.

7. Termination

Contractor Default -- Provisions and Remedies of City

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section "Confidential Information and Public Records"; (3) Contractor fails to gain acceptance of a deliverable per Section "Acceptance of Services", if

applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section "Events of Default", the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

City Default -- Provisions and Remedies of Contractor

1. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section "Confidential Information and Public Records"; or (3) the City fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

Termination for Convenience

Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records

City Confidential Information

Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held

in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

Contractor Confidential Information

All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

Public Records

Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

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

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

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records

at 386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue,

Lake City, Florida 32055.

10. Audit

Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

11. Compliance with Laws

Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance

Insurance

Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

Indemnification

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers'

Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Liability

Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

Contractor's Taxes

The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. City's Funding

The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. Acceptance of Services

For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

16. Subcontracting/Assignment

Subcontracting

Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.

Assignment

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival

The following provisions shall survive the expiration or termination of the Term of this Agreement: "Termination", "Confidential Information and Public Records", "Audit", "Liability and Insurance", "Right to Ownership", "Severability", and any other which by their nature would survive termination.

18. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor:	Eastern Aviation Fuels, INC dba TITAN AVIATION FUELS Attn: Steve Drzymalla 601 McCarthy Blvd, New Bern, NC 28562
To the City:	City of Lake City Attn: City Manager 205 North Marion Avenue, Lake City, FL 32055
With a copy to:	Angel Bryant, Procurement Analyst 205 N Marion Ave Lake City, FL 32055

19. Conflict of Interest

1. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
2. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance that constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the

Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. E-Verify

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

1. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
2. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

22. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

23. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. Costs of Legal Actions and Attorneys' Fees

Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.

26. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

27. Due Authority

Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

28. No Third Party Beneficiary

The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

29. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

The execution of this Agreement is expressly limited by the Terms and Conditions herein. The City and the Contractor are not bound by additional provisions or provisions that differ from the terms hereof which differing provisions may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from the City unless such provision is expressly set forth herein.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

(Signature Page Follows)

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

CONTRACTOR

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

SIGNATURE

Noah Walker

FULL NAME

DATE SIGNED

Mayor

TITLE

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

SIGNATURE

Audrey Sikes

FULL NAME

DATE SIGNED

City Clerk

TITLE

APPROVED AS TO FORM AND LEGALITY

SIGNATURE

Clay Martin

FULL NAME

DATE SIGNED

City Attorney

TITLE

Exhibits List

A - STATEMENT OF WORK PLACEHOLDER

B - INSURANCE REQUIREMENTS

C - PAYMENT SCHEDULE PLACEHOLDER

D - PAYMENT.INVOICES

E - DISPUTE RESOLUTION.INVOICE PAYMENTS

Exhibit A

STATEMENT OF WORK PLACEHOLDER

EXHIBIT A

STATEMENT OF WORK PLACEHOLDER

Exhibit B

INSURANCE REQUIREMENTS

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

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

Exhibit C

PAYMENT SCHEDULE PLACEHOLDER

EXHIBIT C

PAYMENT SCHEDULE PLACEHOLDER

Exhibit D

PAYMENT.INVOICES

PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department
Attn: Accounts Payable
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

INVOICE INFORMATION:

Contractor Information.. Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To ..... Billing address to which you are requesting payment be sent

Invoice Date ..... Creation date of the invoice

Invoice Number ..... Company tracking number

Shipping Address..... Address where goods and/or services were delivered

Ordering Department ..... Name of ordering department, including name and phone number of contact person

PO Number..... Standard purchase order number

Ship Date..... Date the goods/services were sent/provided

Quantity..... Quantity of goods or services billed

Description..... Description of services or goods delivered

Unit Price ..... Unit price for the quantity of goods/services delivered

Line Total..... Amount due by line item

Invoice Total..... Sum of all of the line totals for the invoice

Exhibit E

DISPUTE RESOLUTION.INVOICE PAYMENTS

DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

   1) Requesting department for this purpose is defined as the City department for whom the work is performed.

   2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.

B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.

D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.

E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

CM/rrp
06/02/2026

RESOLUTION NO 2026-069

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN REQUEST FOR PROPOSAL NUMBER 011-2026 FOR AVIATION FUEL SERVICES; ACCEPTING THE BID FROM EASTERN AVIATION FUELS, INC., A NORTH CAROLINA CORPORATION DBA TITAN AVIATION FUELS; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Request for Proposal Number 011-2026 (the "RFP") seeking a vendor for aviation fuel services (the "Services"); and

WHEREAS, Eastern Aviation Fuels, Inc., a North Carolina corporation dba Titan Aviation Fuels (the "Vendor") was the highest ranked proposal responding to the RFP; and

WHEREAS, the City desires to and does accept the Vendor's proposal as the highest ranked proposal; and

WHEREAS, pursuant to the RFP, the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Accepting the Vendor's proposal pursuant to the evaluation and tabulation results arising from the RFP, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

City of Lake City

Standard Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is made as of Thursday, July 2, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Eastern Aviation Fuels, INC ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to 011-2026 (the "Procurement Document") for AVIATION FUELS SUPPLIER SERVICES; and

WHEREAS, based upon the City's assessment of the Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

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

1. Definitions

1. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
2. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
3. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of

EXHIBIT TO RESOLUTION

a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.

4. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

5. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section "Services", and the insurance coverage(s) required in Section "Liability and Insurance", within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services

The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

Services Requiring Prior Approval

Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Ed Bunnell.

Additional Services

From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor’s complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

De-scoping of Services

The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

Independent Contractor Status and Compliance with the Immigration Reform and Control Act

Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

Non-Exclusive Services

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.

Project Monitoring

During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement

Initial Term

The term of this Agreement shall commence on Thursday, July 2, 2026 and shall remain in full force and effect for 1 years, or until termination of the Agreement, whichever occurs first.

Term Extension

The Parties may extend the term of this Agreement for two (2) additional one (1) year period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment

Services Fee

As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section "Services Fee", pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in sections "Payment Details" and "Travel Expenses", unless the Parties agree to increase this sum by written amendment as authorized in the Agreement.

Payment Details

The City agrees to pay the Contractor at the following unit cost: the unit cost set out in Exhibit E attached hereto, upon submittal of an invoice as required herein

Travel Expenses

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

Taxes

Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

Payments (Exhibit)

Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to: as provided in the Exhibit "D" attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. Personnel

Qualified Personnel

Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

Approval and Replacement of Personnel

The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section "Events of Default" shall apply if minimum required staffing is not maintained.

7. Termination

Contractor Default -- Provisions and Remedies of City

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section "Confidential Information and Public Records"; (3) Contractor fails to gain acceptance of a deliverable per Section "Acceptance of Services", if

applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section "Events of Default", the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

City Default -- Provisions and Remedies of Contractor

1. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section "Confidential Information and Public Records"; or (3) the City fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

Termination for Convenience

Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records

City Confidential Information

Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held

in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

Contractor Confidential Information

All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

Public Records

Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

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

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

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records

at 386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue,

Lake City, Florida 32055.

10. Audit

Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

11. Compliance with Laws

Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance

Insurance

Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

Indemnification

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers'

Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Liability

Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

Contractor's Taxes

The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. City's Funding

The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. Acceptance of Services

For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

16. Subcontracting/Assignment

Subcontracting

Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.

Assignment

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival

The following provisions shall survive the expiration or termination of the Term of this Agreement: "Termination", "Confidential Information and Public Records", "Audit", "Liability and Insurance", "Right to Ownership", "Severability", and any other which by their nature would survive termination.

18. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor:	Eastern Aviation Fuels, INC dba TITAN AVIATION FUELS Attn: Steve Drzymalla 601 McCarthy Blvd, New Bern, NC 28562
To the City:	City of Lake City Attn: City Manager 205 North Marion Avenue, Lake City, FL 32055
With a copy to:	Angel Bryant, Procurement Analyst 205 N Marion Ave Lake City, FL 32055

19. Conflict of Interest

1. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
2. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance that constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the

Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. E-Verify

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

1. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
2. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

22. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

23. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. Costs of Legal Actions and Attorneys' Fees

Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.

26. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

27. Due Authority

Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

28. No Third Party Beneficiary

The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

29. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

The execution of this Agreement is expressly limited by the Terms and Conditions herein. The City and the Contractor are not bound by additional provisions or provisions that differ from the terms hereof which differing provisions may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from the City unless such provision is expressly set forth herein.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

(Signature Page Follows)

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

CONTRACTOR

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

SIGNATURE

Noah Walker

FULL NAME

DATE SIGNED

Mayor

TITLE

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

SIGNATURE

Audrey Sikes

FULL NAME

DATE SIGNED

City Clerk

TITLE

APPROVED AS TO FORM AND LEGALITY

SIGNATURE

Clay Martin

FULL NAME

DATE SIGNED

City Attorney

TITLE

Exhibits List

A - STATEMENT OF WORK PLACEHOLDER

B - INSURANCE REQUIREMENTS

C - PAYMENT SCHEDULE PLACEHOLDER

D - PAYMENT.INVOICES

E - DISPUTE RESOLUTION.INVOICE PAYMENTS

Exhibit A

STATEMENT OF WORK PLACEHOLDER

EXHIBIT A

STATEMENT OF WORK PLACEHOLDER

Exhibit B

INSURANCE REQUIREMENTS

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

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

Exhibit C

PAYMENT SCHEDULE PLACEHOLDER

EXHIBIT C

PAYMENT SCHEDULE PLACEHOLDER

Exhibit D

PAYMENT.INVOICES

PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department
Attn: Accounts Payable
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

INVOICE INFORMATION:

Contractor Information.. Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To ..... Billing address to which you are requesting payment be sent

Invoice Date ..... Creation date of the invoice

Invoice Number ..... Company tracking number

Shipping Address..... Address where goods and/or services were delivered

Ordering Department ..... Name of ordering department, including name and phone number of contact person

PO Number..... Standard purchase order number

Ship Date..... Date the goods/services were sent/provided

Quantity..... Quantity of goods or services billed

Description..... Description of services or goods delivered

Unit Price ..... Unit price for the quantity of goods/services delivered

Line Total..... Amount due by line item

Invoice Total..... Sum of all of the line totals for the invoice

Exhibit E

DISPUTE RESOLUTION.INVOICE PAYMENTS

DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

   1) Requesting department for this purpose is defined as the City department for whom the work is performed.

   2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.

B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.

D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.

E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

File Attachments for Item:

10. City Council Resolution No. 2026-070 - A resolution of the City Council of the City of Lake City, Florida, adopting the Memorandum of Agreement with Florida Department of Corrections to maintain support during a fire emergency at the Columbia Correctional Institution and/or Lake City Community Release Center; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
06/11/2026

RESOLUTION NO 2026 – 070

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF CORRECTIONS TO MAINTAIN SUPPORT DURING A FIRE EMERGENCY AT THE COLUMBIA CORRECTIONAL INSTITUTION AND/OR LAKE CITY COMMUNITY RELEASE CENTER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") desires to enter into a Memorandum of Agreement with the Florida Department of Corrections (the "Agency") to maintain support during an actual or anticipated fire emergency at the Columbia Correctional Institution and/or Lake City Community Release Center (the "Services"); and

WHEREAS, the City and the Agency desire to provide the Services pursuant to the terms of the Memorandum of Agreement between the City and the Agency in the form of the agreement attached hereto (the "Agreement"); and

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

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

1. Adopting the Agreement is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA:

_____
Noah E. Walker, Mayor

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

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF LAKE CITY FIRE DEPARTMENT

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the City of Lake City Fire Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.); and

WHEREAS, the purpose of this Agreement is to establish and maintain support during a fire emergency at the Department's Lake City Community Release Center under the parent institution of the Columbia Correctional Institution ("Institution").

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on July 1, 2026, and shall end on June 30, 2031.

B. Agreement Renewal

The Department has the option to renew this Agreement for up to an additional five (5) year period beyond the initial Agreement term, in whole or in part, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of the renewal option shall be conditioned, at a minimum, upon the Agency's performance of the Agreement. The Department, if it desires to exercise the renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement expiration date.

II. SCOPE OF AGREEMENT

A. Definitions

The capitalized terms used in this Agreement, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Agreement Administrator:** The Department employee, or designee, who is responsible for maintaining the official Agreement file, drafting and processing all amendments, maintaining records of all formal correspondence between the parties regarding the administration of this Agreement, and terminating the Agreement, if necessary.

2. **Agreement Manager:** The Department or Agency employee, or their designee, who is responsible for enforcing the performance of the Agreement terms and conditions and shall serve as liaisons between each party and the other.

3. **Warden:** The Warden is the official who supervises all of the operations within the institution.

B. Agency's Responsibilities

1. The Agency shall contact the Department by the following emergency contact methods: Warden: (386) 754-7600.

2. In the event the Institution has reason to believe that a fire emergency is imminent, the Agency agrees to respond, upon the Department's notification, 24 hours a day, seven (7) days a week, with the following resources:

   a. Fire suppression and fire equipment;
   b. Fire investigation;
   c. Contact for the ambulance and emergency medical services; and
   d. Rescue of inmates/persons who may have become trapped.

   In addition, the Agency agrees to provide fire prevention and safety education.

3. When participating in applicable simulations, exercises, or other emergency training at the Institution, the Agency's staff shall always be supervised by the Agency's staff in command. At no time shall the Agency's staff be considered to be operating under the supervision, direction, or control of the Institution or the Department.

C. Department's Responsibilities

1. The Department will contact the Agency by the following emergency contact methods: Fire Chief: telephone: (386) 758-5444 or 911.

2. The Department will provide to the Agency the Institution's site plan reflecting all fire hydrants, sprinkler system, water lines and gas lines.

3. Upon prior notification to the Warden, the Department will make arrangements for the Agency's key staff to tour the Institution, or otherwise familiarize themselves with potential emergency scenarios at the Institution. All the staff responding from both parties will be appropriately trained.

4. The Department will invite the Agency's staff to participate in applicable simulations, exercises, or other emergency training at the Institution.

5. The Department will furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

D. Joint Responsibilities

1. The Institution and the Agency's command staff will cooperatively manage an emergency on the Institution's property and the Institution and the Agency's command staff will directly supervise their own participating staff.

2. The Institution and Agency staff will report to the Institution's Administration Building which will serve as the external staging area.

3. Each party shall be responsible for verifying the identification of its own staff.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement does not create financial obligations between the parties. If costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. Agreement Administrator

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399
Telephone: (850) 717-3700
Email: ContractAdmin@fdc.myflorida.com

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers.

FOR THE DEPARTMENT
Warden
Columbia Correctional Institution
216 S. E. Corrections
Way Lake City, Florida 32025
Telephone: (386) 754-7600
Email:
ColumbiaCI.WardenOffice@fdc.myflorida.com

FOR THE AGENCY
Josh Wehinger, Fire Chief
City of Lake City Fire Department
225 NW Main Blvd.
Lake City, Florida 32055
Telephone: (386) 758-5444
Email: WehingerJ@lcfla.com

FOR THE LAKE CITY BRIDGE COMMUNITY RELEASE CENTER
Kenneth Roundtree
Director
1099 N.W. Dot Gln
Lake City, Florida 32055-2564
Telephone: (386) 628-5129
Fax: (386) 628-5130
Email: Kroundtree@bridgesofflorida.org

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate the terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations for either party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section **IV. AGREEMENT MANAGEMENT**, modifications shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section **IV. AGREEMENT MANAGEMENT**, may be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

VI. TERMINATION

A. Termination at Will

This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party upon no less than 30 calendar days' written notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

B. Termination for Cause

This Agreement may be terminated with 24 hours' written notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

C. Termination for Unauthorized Employment of Transport

Violation of the provisions of the Immigration and Nationality Act related to "Unlawful employment of aliens" in Section 274A (8 U.S.C. 1324a) or "Bringing in and harboring certain aliens" in Section 274 (8 U.S.C. 1324) shall be grounds for unilateral cancellation of this Agreement.

VII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to: (a) keep and maintain public records required by the Department in order to perform the service or the Agreement obligations; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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 agreement term and following completion of the Agreement if the Agency does not transfer the records to the Department; and (d) upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Agency or keep and maintain public records required by the Department to perform the service or the Agreement obligations. If the Agency transfers all public records to the Department upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public

records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to Section 287.058(1)(c), Florida Statutes (F.S.), the Department is allowed to unilaterally cancel the Agreement for refusal by the Agency to allow public access to all documents, papers, letters, or other material made or received by the Participating Entity in conjunction with the Agreement, unless the records are exempt from §24(a) of Art. I of the State Constitution and Section 119.07(1), F.S.

If the Participating Entity has questions regarding the application of Chapter 119, Florida Statutes, to the Participating Entity's duty to provide public records relating to this Agreement, contact the custodian of public records at:

Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9774
Fax: (850) 922-4355
Website:
https://floridadoc.govqa.us/WEBAPP/_rs/(S(mxurvkhn004wtw1eymm15f4x))/SupportHome.aspx

B. Sovereign Immunity

The Department and the Agency are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintain confidentiality with reference to individuals receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes, and regulations or procedures adopted pursuant thereto.

The parties agree to keep all personnel information of the other party (i.e., staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing, by the other party.

D. Independent Contractor Status

The Agency is an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department will neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. This Agreement is not a partnership or a joint venture between the parties.

E. Disputes

Any dispute arising from the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Agreement Manager and the Agreement Administrator.

F. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email, to the respective addresses of the parties as set forth in Section **IV. AGREEMENT MANAGEMENT**. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable if sent on a business day between the hours of 8 a.m. and 5 p.m. All notices by email transmitted after 5 p.m. shall be deemed received on the following business day unless the Agreement specifies otherwise. Either party may change the names, addresses, or telephone numbers set forth in Section **IV. AGREEMENT MANAGEMENT**, by written notice given to the other party as provided above.

G. Prison Rape Elimination Act (PREA)

The Agency shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), 28 C.F.R. Part 115. The Agency staff who will not enter the secured perimeter, but can be on property in the presence of an inmate, shall also comply with all Department policies and procedures that relate to PREA (see Department Procedure 602.053, "Prison Rape: Prevention, Detection, and Response") and immediately report any suspected/reported PREA violations to the Agreement Manager for the Department and the Warden's office verbally and follow up with a written notification to the Agreement Manager and Warden's office within 24 hours of learning about the suspected PREA violation.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any unforeseeable delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et. seq. In the event of the Participating Entity's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Participating Entity may be declared ineligible for further Agreements.

L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7), F.S., the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

AGENCY:
CITY OF LAKE CITY FIRE DEPARTMENT

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: J. Olyn Long

TITLE: Procurement Director

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Kristen Clemons

TITLE: Deputy General Counsel

DATE: _____

File Attachments for Item:

11. City Council Resolution No. 2026-071 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One (1) pursuant to the continuing contract with SGS Contracting Services, Inc, a Florida Corporation, for underground utility work at the Saint Margarets Wastewater Treatment Facility; providing for a cost not to exceed $44,700.00; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Saint Margarets WWTF Drain Valve Replacements

DEPT / OFFICE: Wastewater Treatment Facility

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Cody Pridgeon	5/25/2026

Recommended Action:

Approve Task Assignment #1 with SGS Contracting Services for the replacement of underground valves at the Saint Margarets WWTF.

Summary Explanation & Background:

On June 1, 2026 the City Council approved Resolution 2026-060 authorizing the use of the City of Ormond Beach, Florida's contract for Construction Management at Risk services related to underground utility work, as established through RFQ 2025-41 . This contract remains in effect through September 16, 2029.The Saint Margarets Wastewater Treatment Facility (WWTF) requires the replacement of underground valves. SGS Contracting Services has performed substantial work at the Saint Margarets facility and possesses extensive knowledge of existing site conditions. Leveraging their current contract will promote efficiencies in both time and resources by enabling a timely response and ensuring continuity of service.This project is included in the FY2026 budget.

Alternatives:

Decline to piggyback.

Source of Funds:

410.74.536-060.64 (Budgeted line item for FY2026)

Financial Impact:

$44,700.00

Exhibits Attached:

Piggyback Contract (SGS Contracting), Exhibit A-Bid/Contract Documents (can be viewed in the Procurement department), Exhibit C-Proposal

CM/rrp
06/01/2026

RESOLUTION NO 2026-071

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE (1) PURSUANT TO THE CONTINUING CONTRACT WITH SGS CONTRACTING SERVICES, INC, A FLORIDA CORPORATION, FOR UNDERGROUND UTILITY WORK AT THE SAINT MARGARETS WASTEWATER TREATMENT FACILITY; PROVIDING FOR A COST NOT TO EXCEED $44,700; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council Resolution No. 2026-060 the City of Lake City, Florida ("the "City") and SGS Contracting Services, Inc., a Florida corporation, (the "Vendor") entered into that certain continuing contract for engineering services (the "Continuing Contract"); and

WHEREAS, the City has need of certain engineering services (the "Services") relating to underground utility work at the City's Saint Margarets Wastewater Treatment Facility (the "Project"); and

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

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

WHEREAS, the Vendor prepared a proposal to provide the Services to complete the Project for a cost not to exceed $44,700 (the "Proposal"); and

WHEREAS, the Proposal is attached hereto as Exhibit "A"; and

WHEREAS, the City Council desires to adopt that certain task assignment based on the Proposal pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number One (1) attached hereto as Exhibit "B" (the "Task Assignment"); and

WHEREAS, entering into an agreement between the City and the Vendor for the scope of work set forth in the Task Assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; and

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

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

1. Approving the Task Assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and

2. In furtherance thereof, a Task Assignment containing the material terms of the Proposal and the Continuing Contract should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Task Assignment; and

5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Task Assignment provided such changes do not increase the quoted price of the Task Assignment; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final adoption by the City

Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

SGS CONTRACTING SERVICES, INC.

PROPOSAL

PROJECT: Lake City St. Margarets WWTF Drain Valve Replacement
DATE: 04-21-2026

TO: City of Lake City

SCOPE OF WORK

1	***SCOPE***					
2	Furnish labor, equipment, and accessories to replace two (2) existing buried 8" valves at the digester area. City to provide two (2)					
3						
4	Furnish labor, equipment, valves and accessories to replace one (1) existing buried 8" valve at the digester area.					
5						
6	For all three (3) valve replacements, backfill and compact native soil and restore area to similar condition when complete. City shall be					
7	responsible for draining tanks and/or isolating pipelines to stop flow long enough for work to be completed.					
8						
9						
10						
11		**INCLUDED (Yes/No)**				
12	***DOCUMENTS***	Yes	No		N/A	Comments
13						
14						
15						
16	***GENERAL PROVISIONS***	Yes	No		N/A	Comments
17	Building Permits				X	
18	Insurance: GL - $1MM/$2MM	X				
19	Insurance: AUTO - $1MM	X				
20	Insurance: UMBRELLA - $5MM	X				
21	Insurance: POLLUTION LIABILITY - $1MM/$2MM	X				
22	Insurance: WORK COMP - $1MM	X				
23	Payment & Performance Bond		X			ADD 1.25%
24	Survey		X			
25	Material Testing		X			
26	Temporary Power				X	
27	Fees and Usage Costs for Electricity and/or Water Usage				X	
28	***SITEWORK & EARTHWORK***	Yes	No		N/A	Comments
29						
30	***CONRETE***	Yes	No		N/A	Comments
31						
32	***MISC. METALS***	Yes	No		N/A	Comments
33						
34	***SPECIALTIES***	Yes	No		N/A	Comments
35						
36	***PAINT & COATINGS***	Yes	No		N/A	Comments
37						
38	***PROCESS EQUIPMENT***	Yes	No		N/A	Comments
39						
40	***PROCESS PIPING***	Yes	No		N/A	Comments
41	One (1) 8" MJ Gate Valve; Connection accessories for three (3) 8" MJ Gate Valves	X				
42	***ELECTRICAL & INSTRUMENTATION***	Yes	No		N/A	Comments
43						
44	***MISCELLANEOUS***	Yes	No		N/A	Comments
45	Sanitary Facilities & Dumpsters		X			
46	Temporary Toilets for Facility Use				X	
47	Linestops and/or Insert-Valves (if existing valves do not work properly)		X			
48	Basin/channel draining and/or cleaning		X			
49	Bypassing of Flow (by any means requiring additional pipe and/or equipment provided by SGS)		X			
50	Disinfection/Testing				X	

EXHIBIT "A"

51	***SAFETY***	Yes	No		N/A	Comments
52	All PPE Normally Required for Projects of This Nature	X				
53	OSHA 30 (Principals)	X				
54	OSHA 10 (Superintendents)	X				
55	Weekly Toolbox Meetings	X				
56	***SCHEDULE***					
57	TBD					
58	***PAYMENT / TERMS / RELEASES***				N/A	Comments
59	Retainage: N/A					
60	Payment: NET30					
61	Expiration of This Proposal					90 Days
62	Releases of Lien: Florida Statutory Language for Partials and Finals					
63	***CERTIFICATIONS & LICENSES***					
64	State of FL Certified General Contractor (CGC 1514772)					
65	State of FL Certififed Underground Utility & Excavation Contractor (CUC 1225090)					
66	***PRICING***					
67						
68	**TOTAL PRICE FOR SCOPE LISTED ABOVE:**				**$44,700.00**	
69						
70	**Proposal Offered By: Seth G Simmons / President**					

SGS Contracting Services, Inc. -- PO Box 908, High Springs, FL 32655. -- 386-361-5300

EXHIBIT "A"

Task Assignment #1

Project: Lake City St. Margarets WWTF – Drain Valve Replacement
Assigned To: Cody Pridgeon

1. Purpose of Assignment
To initiate and coordinate actions required to execute the valve replacement project under piggyback approved by Resolution 2026-060 on June 1, 2026.

2. Contractor Information
SGS Contracting Services, Inc., PO Box 908, High Springs, FL 32655, 386-361-5300.
Proposal Submitted By: Seth G. Simmons, President.

3. Scope of Work (Per Proposal)

- Replace three buried 8-inch valves at the digester area.
- City provides two new valves; contractor provides one.
- Provide labor, equipment, accessories, backfill, compaction, restoration.
- Perform bypass pumping, disinfection, testing, and necessary draining/cleaning.

4. City Responsibilities
- Drain tanks or isolate pipelines for the contractor to perform work.
- Provide two City-supplied 8-inch valves.

5. Contract Value and Terms
Total Price: $44,700.00. Payment Terms: NET 30. Proposal Validity: 90 Days.

6. Deliverables

A. Procurement Actions: Issue Notice To Proceed
B. Department Coordination: Schedule work and ensure operational readiness.
C. Contract Administration: Monitor progress, safety compliance, and site restoration.

7. Timeline
Work schedule to be coordinated after Notice to Proceed issuance; no fixed start date provided.

8. Approvals
This task assignment is authorized under Resolution 2026-____ approved by Council.

SIGNATURES:

SGS CONTRACTING SERVICES, INC.

_____
Authorized Representative

CITY OF LAKE CITY

_____
Authorized City Representative

EXHIBIT "B"

File Attachments for Item:

13. City Council Ordinance No. 2026-2371 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-04, submitted by Ring Power Corporation, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located on SW Ring Court)

Passed on first reading on 6/1/2026

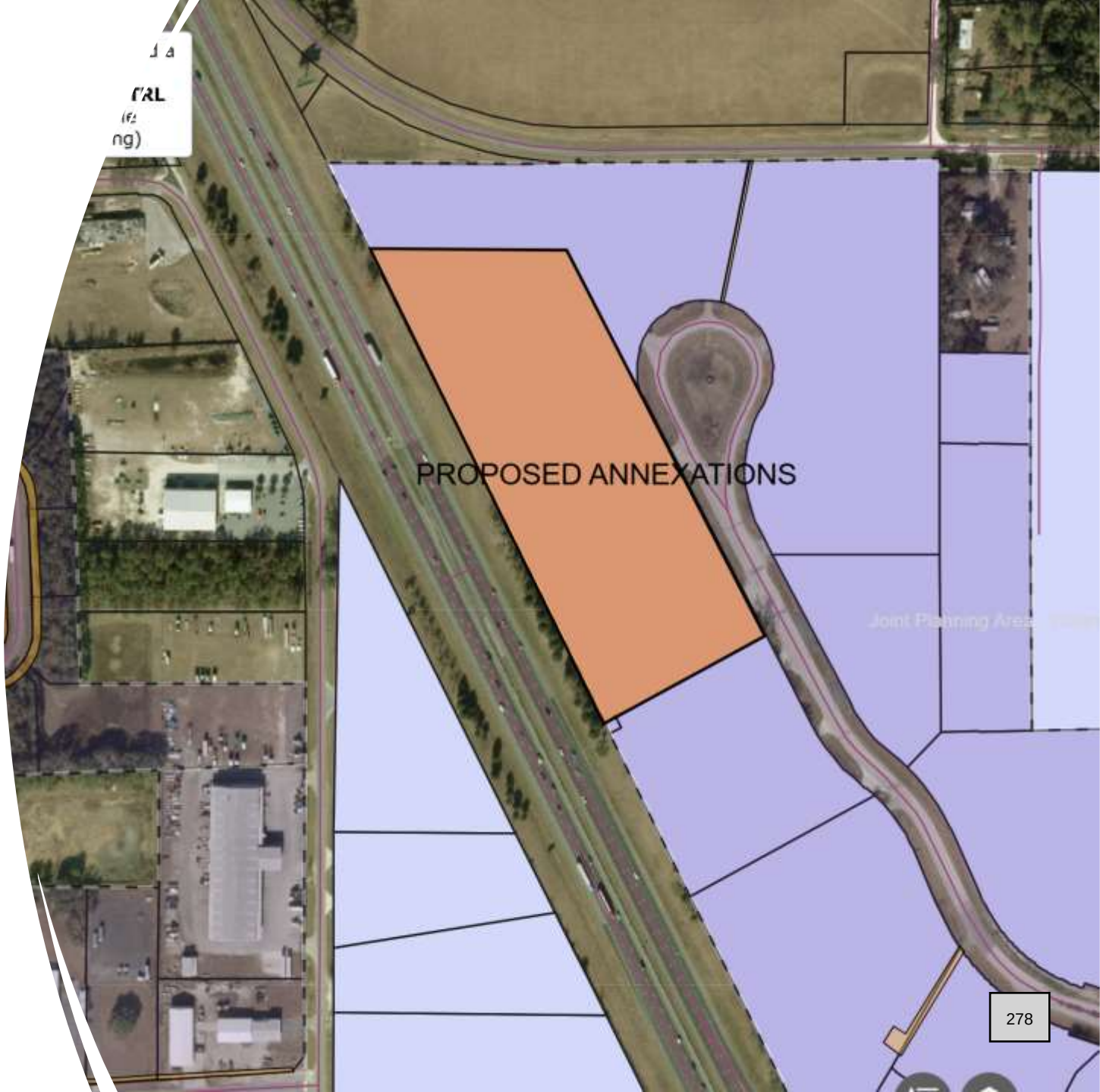
ORDINANCE 2026-2371

ANX 26-04

Introduction

- Applicant has requested to annex parcel 08558-107 into the City.
- This parcel is located on SW Ring Ct.

Location



Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2371.

QUESTIONS

CM/rrp
05/07/2026

ORDINANCE NO. 2026-2371

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-04, SUBMITTED BY RING POWER CORPORATION, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to annex real property into the corporate boundaries of the City of Lake City, Florida, (the "City"); and

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

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

WHEREAS, Ring Power Corporation, the owner of certain real property more particularly described herein below (the "Real Property"), said Real Property commonly identified by 2026 tax parcel number 08558-107, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City; now therefore

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

1. Pursuant to a petition, ANX 26-04, by Ring Power Corporation, the owner of Real Property, said Real Property being depicted on Schedule A: Location Map, attached hereto and incorporated as part of this Ordinance, and is reasonably compact, has petitioned the City to have said Real Property annexed into the City.

A parcel of land lying in Section 19, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Lot 7 of the Cannon Creek Center, Subdivision as recorded in the Public Records of Columbia County, Florida.

Containing 12.60 acres, more or less.

LESS AND EXCEPT

A parcel of land lying in Section 19, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Begin at the Northwest corner of Lot 7 of the Cannon Creek Center, Subdivision as recorded in the Public Records of Columbia County, Florida; thence South 27°29'28" East, along the Westerly line of said Lot 7, a distance of 225.00 feet; thence North 88°38'58" East 458.63 feet to the Easterly line of said Lot 7; thence North 28°11'54" West, along the Easterly line of said Lot 7, a distance of 226.23 feet to the North line of said Lot 7; thence South S 88°38'58" West, along the North line of said Lot 7, a distance of 456.06 feet to the Point of Beginning.

Containing 2.10 acres, more or less.

All said lands containing 10.50 acres, more or less.

2. The City Council finds the petition bears the signatures of all owners of said Real Property in the area proposed to be annexed.

3. The City Council finds said Real Property meets the criteria established by Chapter 171, Florida Statutes, as amended, and said ISBA between the County, and the City, and should be annexed to the boundaries of the City.

4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part of the City.

5. The boundaries of the City are hereby redefined to include said Real Property.

6. Annexation. The Real Property shall continue to be classified as follows: INDUSTRIAL under the land use classifications as designated on the Future Land Use Plan Map of the Columbia County Comprehensive Plan and classified as INDUSTRIAL, LIGHT AND WAREHOUSING (ILW) under the zoning districts as designated on the Official Zoning Atlas of the Columbia County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject

to all general and special assessments.

8. All persons who have been lawfully engaged in any occupation, business, trade or profession, within the area, described in Section 1 above, upon the effective date of this Ordinance under a valid license or permit issued by the County and all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City, as herein defined, upon securing a valid occupational license from the City, which shall be issued upon payment of the appropriate fee, without the necessity of taking or passing any additional examination or test which otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of this ordinance, a certified copy of this ordinance with the following:
   a) Florida Department of State, Tallahassee, Florida;
   b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
   c) Clerk of the Circuit Court of Columbia County, Florida;
   d) Chief Administrative Officer of Columbia County, Florida;
   e) Property Appraiser of Columbia County, Florida;
   f) Tax Collector of Columbia County, Florida; and
   g) All public utilities authorized to conduct business within the City.

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

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

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

APPROVED, UPON FIRST READING, by the City Council, at a regular meeting, on the 1st day of June 2026.

PUBLICLY NOTICED, in a newspaper of general circulation in the city, by the City Clerk of the City on the 4th of June 2026 and 11th of June 2026.

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

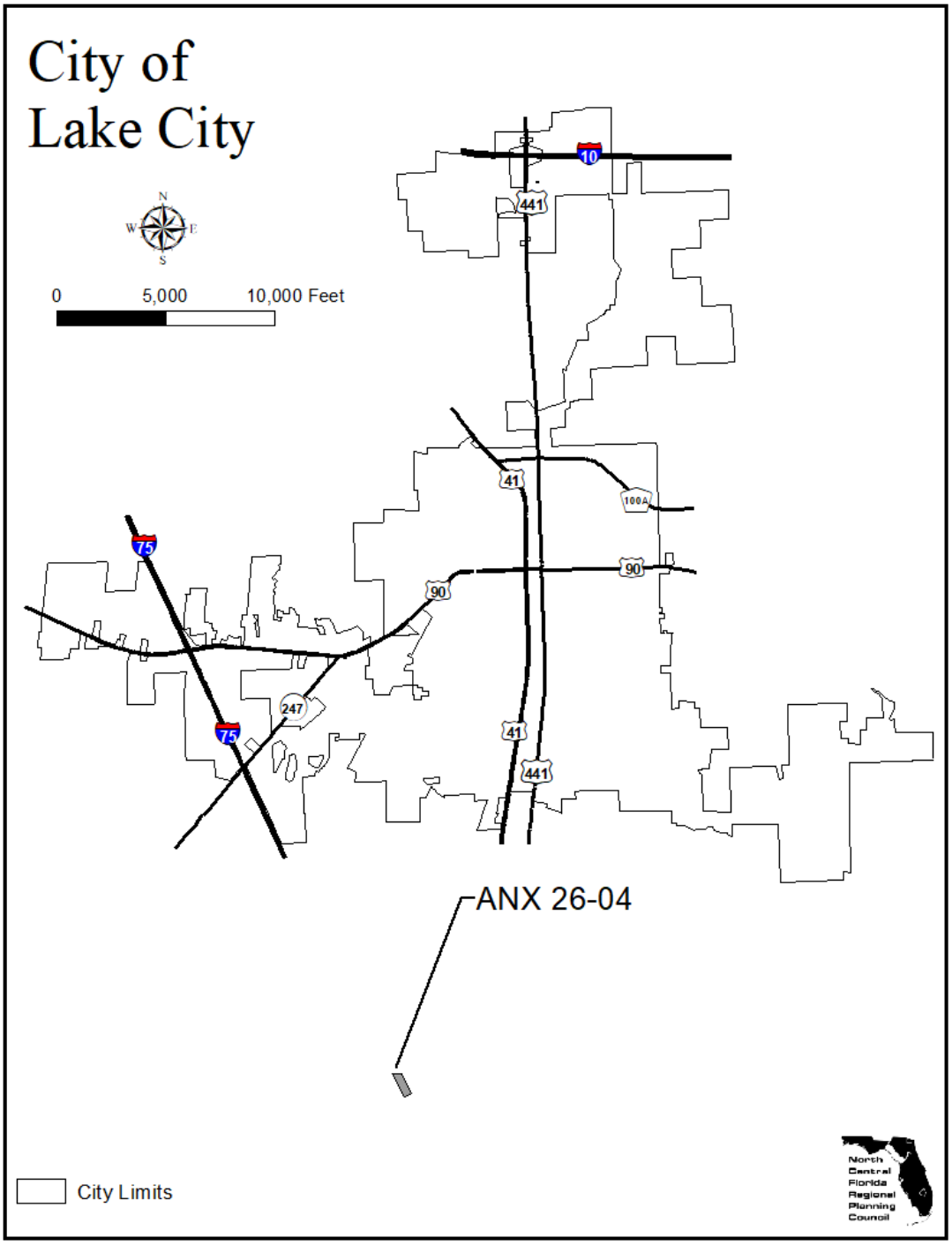
_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

CM/rrp
05/07/2026

Schedule A: Location Map



Ordinance Number: 2026-2371
Passed on first reading on June 1, 2026

Record of Vote on First Reading

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

Certification

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

Audrey Sikes

AUDREY SIKES, MMC
City Clerk

Business Impact Estimate

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

Proposed ordinance's title/reference: **ORDINANCE 2026-2371**
AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-04, SUBMITTED BY RING POWER CORPORATION, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-04, SUBMITTED BY RING POWER CORPORATION, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

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

File Attachments for Item:

14. City Council Ordinance No. 2026-2376 (final reading) - An ordinance of the City of Lake City, Florida, requesting and consenting to the inclusion of all of the City of Lake City within the Columbia County Emergency Medical Services Municipal Service Taxing Unit to fund emergency medical services, facilities, and programs; providing for annual renewal of such request and consent; providing for severability; and providing for an effective date.

Passed on first reading on 6/1/2026

CM/rrp
2026/05/28

ORDINANCE NUMBER 2026-2376

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE CITY OF LAKE CITY WITHIN THE COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT TO FUND EMERGENCY MEDICAL SERVICES, FACILITIES, AND PROGRAMS; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish municipal service taxing units, whereby a county may levy a tax for certain essential municipal services, including the provision of certain law enforcement services, within a certain designated geographic boundary of or within a county; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, a municipality may be included within the geographic boundary of an applicable municipal service taxing unit, subject to approval by ordinance of the governing body of the municipality giving consent either annually or for a term of years; and

WHEREAS, Columbia County ("County") will consider for enactment a municipal service taxing unit known as the Columbia County Emergency Medical Services Municipal Service Taxing Unit (the “MSTU”) to provide emergency medical services, facilities, and programs; and

WHEREAS, the City of Lake City ("City") is a municipality located and situate in the County; and

WHEREAS, the City desires to adopt this Ordinance to formalize its consent, in accordance with Section 125.01(1)(q), Florida Statutes, to be included in the MSTU to provide emergency medical services, facilities, and programs within the territorial limits of the City; and

WHEREAS, the City Council finds such inclusion in the MSTU is in the best interest of the health, safety and welfare of the citizens of the City.

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

SECTION 1. FINDINGS. It is hereby ascertained, determined, and declared that:

a. The Board of County Commissioners of Columbia County, Florida (the "County"), will consider for enactment at the County’s regularly scheduled meeting on June 18, 2026 an ordinance creating the Columbia County Emergency Medical Services Municipal Service Taxing Unit (the “MSTU”) pursuant to Section 125.01(1)(q), Florida Statutes, and authorizing the levy and collection of ad valorem taxes within the MSTU in accordance with Section

125.01(1)(r), Florida Statutes, to fund emergency medical services, facilities, and programs within the MSTU.

b. The City Council of the City of Lake City, Florida has determined inclusion of the incorporated area of the City of Lake City within such municipal service taxing unit for the purpose of providing emergency medical services, facilities, and programs is in the best interests of the residents and property owners within the municipal limits of the City of Lake City, Florida.

SECTION 2. REQUEST AND CONSENT OF CITY OF LAKE CITY.

a. The City Council of the City of Lake City, Florida hereby requests and consents to the inclusion of all of the incorporated area of the City of Lake City within the Columbia County Emergency Medical Services Municipal Service Taxing Unit to provide for emergency medical services, facilities, and programs and to the imposition of an annual ad valorem tax at a rate of up to 1.1867 mils upon all taxable properties within the City of Lake City by the County to fund such services, facilities and programs.

b. Such request and consent shall become effective upon adoption of this Ordinance for the upcoming fiscal year. The City Council of the City of Lake City finds that the provision of emergency medical services, facilities, and programs is an essential municipal purpose.

SECTION 3. ANNUAL RENEWAL OF REQUEST AND CONSENT.

a. Request and consent of the City Council of the City of Lake City given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn as provided herein.

b. Request and consent shall be irrevocable for any fiscal year in which the subject ad valorem millage is levied by the County within the incorporated area. The City of Lake City, Florida may only withdraw such consent for any subsequent fiscal year by adopting an ordinance abandoning its consent and providing a certified copy of such ordinance to the County prior to the first day of April occurring before the fiscal year for which consent is being withdrawn.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect as provided by law provided the Columbia County Board of County Commissioners adopts an ordinance in substantially the form of the proposed County ordinance attached as an exhibit hereto on or before June 30, 2026, but failing adoption of such an ordinance by the Columbia County Board of County Commissioners on or before June 30, 2026, this Ordinance shall be repealed effective July 1, 2026.

PASSED AND ADOPTED on First Reading on the _____ day of _____, 2026.

PASSED AND ADOPTED on Second and Final Reading on the _____ day of _____, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

COLUMBIA COUNTY, FLORIDA

LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT

ADOPTED JUNE 18, 2026

TABLE OF CONTENTS

Page

SECTION 1. FINDINGS. ..... **Error! Bookmark not defined.**
SECTION 2. DEFINITIONS. 2
SECTION 3. CREATION 3
SECTION 4. AUTHORIZATION OF AD VALROEM TAXES. 4
SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. 3
SECTION 6. BOND REFERENDUM. 4
SECTION 7. CODIFICATION. 4
SECTION 8. EFFECTIVE DATE 4

ATTACHMENT:

DESCRIPTION OF LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT.....A-1

ORDINANCE NO. 2026-04

AN ORDINANCE CREATING THE LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE INCORPORTED AREAS OF THE CITY OF LAKE CITY AND THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE LAW ENFORCEMENT MSTU; AUTHORIZING THE LAW ENFORCEMENT MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE LAW ENFORCEMENT AND CORRECTIONS SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE LAW ENFORCEMENT MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE LAW ENFORCEMENT MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, section 1(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund law enforcement and corrections services, facilities and programs within any part or all of the

unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

(C) Sections 1.4 and 2.8 of the Home Rule Charter for Columbia County, Florida provides that the Board of County Commissioners shall have all powers to accomplish county and municipal purposes, which includes the authority to create municipal service taxing units.

(D) The purpose of this Ordinance is to create the Law Enforcement Municipal Service Taxing Unit (the "Law Enforcement MSTU") to fund law enforcement and corrections services, facilities, and programs within the MSTU as established in Section 3 hereof.

(E) The County has determined that certain costs associated with law enforcement and corrections services, facilities, and programs including, but not necessarily limited to, personnel costs, salaries, operation costs, and capital costs, can be properly allocated between the incorporated and unincorporated areas of the county based upon the relative amounts of service provided within each area.

(F) The County is required to include and fund the approved annual budget of the Law Enforcement MSTU within the County's annual budget.

(G) The levy of millage on any parcel of property within the Law Enforcement MSTU by all municipalities and all municipal service taxing units established by the County may not exceed 10 mills.

SECTION 2. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Annual Budget" means the budget adopted as a part of the annual County budget, which approves the budgeted revenues and expenditures of the MSTU revenues at a level of detail required for the annual financial report under Section 218.32(1), Florida Statutes.

"Board" means the Board of County Commissioners of Columbia County, Florida, which shall also be the governing body of the MSTU pursuant to Section 125.01(2), Florida Statutes.

"County" means Columbia County, Florida.

"MSTU" means the Columbia County Law Enforcement Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION. The Law Enforcement Municipal Service Taxing Unit is hereby created as a new taxing unit which shall be coterminous with the entire area of the County, including the incorporated areas of the City of Lake City and the Town of Fort White, existing on January 1, 2026, and the first day of January each year thereafter, as more particularly described in Attachment A.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the Law Enforcement MSTU beginning with the County budget for the fiscal year beginning October 1, 2026.

(B) The budget and millage rate for the Law Enforcement MSTU shall be approved and levied in the manner provided by general law for the levy of County ad valorem taxes.

(C) The millage rate levied within the Law Enforcement MSTU shall not exceed the rate authorized by Section 125.01(1)(q), Florida Statutes, and Article VII, Section 9(b) of the Florida Constitution.

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The Law Enforcement MSTU is established for the provision of law enforcement and corrections services, facilities, and programs provided by the County and the Columbia County Sheriff's Office for the use and benefit of the property or persons within the boundaries of the Law Enforcement MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing law enforcement facilities and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

SECTION 7. CODIFICATION. It is the intention of the Board of County Commissioners of Columbia County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Columbia County, Florida, that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article," or other appropriate designation.

SECTION 8. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect as provided by law.

DULY ENACTED this 18th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

_____
Tim Murphy, Chairman

ATTEST:

By:_____
James M. Swisher, Jr.
Clerk of Circuit Court

APPROVED AS TO FORM:

By:_____
Joel F. Foreman
County Attorney

ATTACHMENT A

DESCRIPTION OF
LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT

LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT

The Law Enforcement Municipal Service Taxing Unit includes such lands lying within Columbia County, Florida, as described in Section 7.12, Florida Statutes, including the incorporated municipal limits of the municipalities of Lake City and Fort White.

Ordinance Number: 2026-2376
Passed on first reading on June 1, 2026

Record of Vote on First Reading

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

Certification

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

Audrey Sikes

AUDREY SIKES, MMC
City Clerk

Business Impact Estimate

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

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2026-2376
CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE CITY OF LAKE CITY WITHIN THE COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT TO FUND EMERGENCY MEDICAL SERVICES, FACILITIES, AND PROGRAMS; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

By adopting the proposed ordinance, the City will opt into an ordinance of Columbia County, which if adopted, would create an Emergency Medical Services Municipal Service Taxing Unit coterminous with the entire area of the County, including the municipalities of Lake City and Fort White, to fund essential emergency medical services, facilities and programs in accordance with Section 125.01, Florida Statutes. The proposed Columbia County ordinance authorizes millage to be levied within the MSTU for the fiscal year commencing October 1, 2026, and future fiscal years in accordance with the County's annual budgeting and TRIM process. If the County adopts its companion implementing ordinance and subsequently levies the tax, the MSTU tax would be assessed on non-exempt properties within the City. Revenues from the MSTU tax may be used for a range of emergency medical services-related costs, including but not limited to personnel, operations and capital costs. If the Columbia County Board of County Commissioners seeks to finance facilities or equipment through debt backed by MSTU revenues, voter approval via referendum will be required. The City's ordinance would allow the City the opportunity to opt-out of the MSTU on an annual basis. The City's ordinance will sunset if the County does not adopt its companion implementing ordinance on or before June 30, 2026.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) It is not expected that businesses will incur any direct compliance costs if the proposed ordinance is enacted.

(b) The proposed ordinance authorizes but does not impose any millage. Potential millage associated with Emergency Medical Services Municipal Service Taxing Unit must be voted on by the Columbia County Board of County Commissioners yearly during the budget and TRIM process. It is not known at this time what, if any, millage rate will be imposed. Additionally, the County must adopt a companion implementing ordinance to give effect to this City ordinance.

(c) Provided the County adopts its companion implementing ordinance, any costs incurred to track and spend the MSTU revenue would be incurred by the County rather than the City. These costs are expected to be minimal and the work easily absorbed by existing staff. The ordinance does not impose any new charges or fees on businesses. The proposed ordinance authorizes but does not impose any millage. Potential millage associated with Emergency Medical Services Municipal Service Taxing Unit must be voted on by the Columbia County Board of County Commissioners yearly during the budget and TRIM process. It is not known at this time what, if any, millage rate will be imposed.

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

All businesses located within the area of the County, including within the incorporated area of the City, that own real or tangible personal property would be included within the proposed MSTU.

File Attachments for Item:

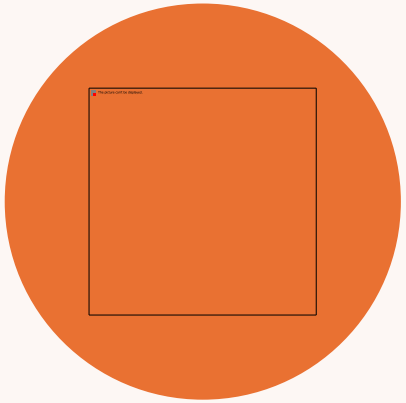
15. City Council Ordinance No. 2026-2372 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida; providing for amending Section 2.1 entitled Definitions to add a definition for accessory dwelling units; providing for amending Section 4.2.36 entitled Provisions for accessory dwelling units; providing for amending Section 4.4.3 entitled "A" Agricultural, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.4.7 entitled "A" Agricultural, minimum yard requirements to add requirements for accessory dwelling units; providing for amending Section 4.5.3 entitled "RSF" Residential, Single Family, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.5.7 entitled "RSF" Residential, Single Family, minimum yard requirements to add requirements for accessory dwelling units; providing for amending Section 4.6.3 entitled "RSF/MH" Residential, (Mixed) Single Family/Mobile Home, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.6.7 entitled "RSF/MH" Residential, (Mixed) Single Family/Mobile Home, minimum yard requirements to add requirements for accessory dwelling units; providing for amending Section 4.7.3 entitled "RMH" Residential, Mobile Home, permitted accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.7.7 entitled "RMH" Residential, Mobile Home, minimum yard requirements to add requirements for accessory uses and structures and accessory dwelling units; providing for amending Section 4.9.3 entitled "RMF" Residential, Multiple Family, permited accessory uses and structures to add requirements for accessory dwelling units; providing for amending Section 4.9.7 entitled "RMF" Residential, Multiple Family, minimum yard requirements to add requirements for accessory dwelling units; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2372 on first reading

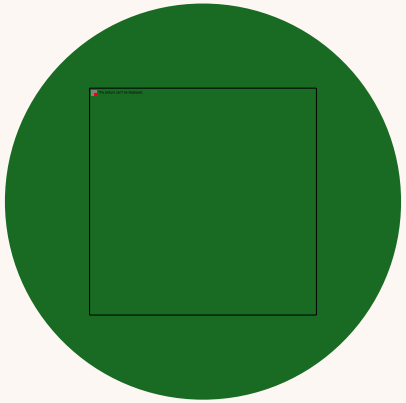
Accessory Dwelling Units Text Amendment

LDR 26-02

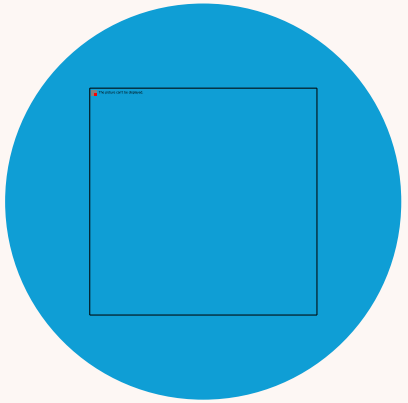
Agenda



WHAT IS AN ACCESSORY DWELLING UNIT.



BENEFITS FOR OUR COMMUNITY.



POLICY.

What is an accessory dwelling units (ADU).

Florida Statutes define ADUs as “an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing either within the same structure, or the same lot, as the primary dwelling unit.” Per Section 163.31771 of the Florida Statutes.

Financial Benefits

- **Rental Revenue:** Renting your ADU out on a long-term basis or as a vacation stay creates steady cash flow. This can help offset your mortgage, property taxes, and rising homeowners' insurance costs.

- **Increased Property Value:** Adding a legal, permitted ADU can increase your home's total resale value significantly, making your property highly attractive to buyers looking for flexible housing and income potential.

- **Cost-Effective Alternative:** Building an ADU is often much cheaper than purchasing a second home or paying for expensive independent and assisted senior living facilities.

Housing Benefits

- **Independent Family Housing:** ADUs provide a comfortable and private space for aging parents or adult children returning from college, allows families to stay connected but still maintain independent.

- **Caregiver Space:** ADUs enable elderly relatives to age in place securely while staying independent. Family can be nearby to easily assist with daily living and health needs.

- **Comfortable Guest Quarters:** Easily host visitors or extended stays while giving them their own private kitchen, bathroom, and sleeping area.

Affordable Housing Benefit

Because of the ongoing housing shortage and rising rent cost, ADUs offer a practical way to create affordably priced housing options for family and the community.

Policy

ADUs must have a separate 911 address from the primary structure.

ADUs must have a minimum size of 400 square feet and a maximum of 1,100 square feet or 50% of the size of the primary structure.

ADUs must have a similar architectural style as the primary structure.

ADUs must be built to the side or the rear of the primary structure and not located in the front yard.

- QUESTIONS

ORDINANCE NO. 2026-2372

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 26-02, BY THE GROWTH MANAGEMENT DEPARTMENT OF LAKE CITY, FLORIDA; PROVIDING FOR AMENDING SECTION 2.1 ENTITLED DEFINITIONS TO ADD A DEFINITION FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.2.36 ENTITLED PROVISIONS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.4.3 ENTITLED "A" AGRICULTURAL, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.4.7 ENTITLED "A" AGRICULTURAL, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.5.3 ENTITLED "RSF" RESIDENTIAL, SINGLE FAMILY, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.5.7 ENTITLED "RSF" RESIDENTIAL, SINGLE FAMILY, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.6.3 ENTITLED "RSF/MH" RESIDENTIAL, (MIXED) SINGLE FAMILY/MOBILE HOME, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.6.7 ENTITLED "RSF/MH" RESIDENTIAL, (MIXED) SINGLE FAMILY/MOBILE HOME, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.7.3 ENTITLED "RMH" RESIDENTIAL, MOBILE HOME, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.7.7 ENTITLED "RMH" RESIDENTIAL, MOBILE HOME, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY USES AND STRUCTURES AND ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.9.3 ENTITLED "RMF" RESIDENTIAL, MULTIPLE FAMILY, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.9.7 ENTITLED "RMF" RESIDENTIAL, MULTIPLE FAMILY, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

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

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that a need and justification exist for the approval of said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

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

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

1. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 2.1 entitled Definitions, is hereby amended to add the following definition to read, as follows:

Accessory dwelling units. **Accessory dwelling units are additional living quarters typically on single-family lots that are independent of the primary dwelling unit including a separate kitchen, bathroom, and sleeping area. Accessory dwelling units shall meet all requirements of the Florida Building Code or the United States Department of Housing and Urban Development Code for Mobile Homes, Standard Design Manufactured Homes or Residential Design Manufactured Homes depending on the zoning district that the accessory dwelling unit is within.**

2. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.2.36 entitled Provisions for Accessory Dwelling Units, is hereby added to read, as follows:

4.2.36 PROVISIONS FOR ACCESSORY DWELLING UNITS.

Accessory dwelling unit as defined in Section 2.1 shall be built as follows:

1. Built on a permanent foundation.

a. Note: If located in a zoning district where a residential design manufactured home in allowed, then an accessory dwelling unit that is built to United States Department of Housing and Urban Development Standards may be installed. Accessory dwelling units shall have all transportation equipment removed and underside of the accessory dwelling unit shall be enclosed.

2. Built to a similar building style or architectural style as the primary structure.

3. Built to the side or rear of the primary structure.

4. Have similar setbacks as the primary structure.

5. Have minimum size of at least four hundred (400) square feet.

6. Have maximum size of up to eleven-hundred square feet but may not exceed fifty percent (50 %) of the size of the primary structure.

7. All accessory dwelling units shall have a separate 911 address from the primary dwelling.

8. Any accessory dwelling unit constructed or installed in a designated flood prone area shall meet all Federal Emergency Management Agency, Florida, and City requirements.

3. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.4.3 entitled "A" Agricultural, Permitted Accessory Uses and Structures, is hereby amended to read, as follows:

SECTION 4.4 "A" AGRICULTURAL

4.4.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. Uses and structures which:

   a. Are customarily accessory and clearly incidental and subordinate to permitted uses and structures;

   b. Are located on the same lot as the permitted principal use or structure or on a contiguous lot in the same ownership; and

   c. Uses and structures which involve operations not in keeping with the character of the district.

2. Examples of permitted accessory uses and structures include:

   a. Barns and stables;

   b. Private garages;

   c. Private swimming pools;

   d. On-site signs (see Section 4.2); and

   e. Residential facilities for caretakers whose work requires residence on the premises or for employees who will be quartered on the premises.

   f. Accessory dwelling units (See Section 4.2.36).

4. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.4.7 entitled "A" Agricultural, Minimum Yard Requirements is hereby amended to read, as follows:

SECTION 4.4 "A" AGRICULTURAL

4.4.7 MINIMUM YARD REQUIREMENTS (depth of front and rear yard, width of side yard) (See Section 4.2 for right-of-way setback requirements.)

1. All permitted uses and structures (unless otherwise specified):

   Front 30 feet

   Side 25 feet

   Rear 25 feet

2. Accessory Uses and Structures:

   Front 30 feet

   Side 5 feet

Rear 5 feet

3. Accessory dwelling units:

Front 30 feet

Side 25 feet

Rear 25 feet

Special Provisions

For lots with double front yards, the side of the residence not acting as the main entrance may be considered as a side yard for accessory uses and structures as long as it does not obstruct the line of sight of any intersection or driveway.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from wetlands.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from perennial streams and creeks.

5. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.5.3 entitled "RSF" Residential, Single Family, Permitted Accessory Uses and Structures, is hereby amended to read, as follows:

SECTION 4.5 "RSF RESIDENTIAL, SINGLE FAMILY

4.5.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. Uses and structures which:
   a. Are customarily accessory and clearly incidental and subordinate to permitted uses and structures;
   b. Are located on the same lot as the permitted principal use or structure, or on a contiguous lot in the same ownership;
   c. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in a residential neighborhood; and
   d. Do not involve operations or structures not in keeping with the character of single family residential development.
2. Examples of permitted accessory uses and structures include:
   a. Private garages;
   b. Private swimming pools;

c. Non-commercial greenhouses and plant nurseries; and

d. On-site signs (See Section 4.2).

e. Accessory dwelling units (See Section 4.2.36).

6. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.5.7 entitled "RSF" Residential, Single Family, Minimum Yard Requirements is hereby amended to read, as follows:

SECTION 4.5 "RSF RESIDENTIAL, SINGLE FAMILY

4.5.7 MINIMUM YARD REQUIREMENTS (depth of front and back yard, width of side yards) (See Section 4.2 for right-of-way setback requirements.)

1. Single family dwellings:

RSF-1:	Front	30 feet
	Side	15 feet for each side yard.
	Rear	15 feet
RSF-2:	Front	25 feet
	Side	10 feet for each side yard.
	Rear	15 feet
RSF-3:	Front	20 feet
	Side	10 feet for each side yard.
	Rear	15 feet

2. Public and private schools, adult care centers, child care centers, churches, other houses of worship, private clubs and lodges, and other all permitted uses unless otherwise specified:

	Front	35 feet
	Side	25 feet for each side yard.
	Rear	35 feet

3. Accessory Uses and Structures:

RSF-1:	Front	30 feet
	Side	5 feet
	Rear	5 feet

RSF-2: Front 25 feet
Side 5 feet
Rear 5 feet
RSF-3: Front 20 feet
Side 5 feet
Rear 5 feet

4. Accessory dwelling units:

RSF-1: Front 30 feet
Side 15 feet
Rear 15 feet
RSF-2: Front 25 feet
Side 10 feet
Rear 15 feet
RSF-3: Front 20 feet
Side 10 feet
Rear 15 feet

Special Provisions

For lots with double front yards, the side of the residence not acting as the main entrance may be considered as a side yard for accessory uses and structures as long as it does not obstruct the line of sight of any intersection or driveway.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from wetlands.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from perennial streams and creeks.

7. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.6.3 entitled "RSF/MH" Residential, (MIXED) Single Family/Mobile Home, Permitted Accessory Uses and Structures, is hereby amended to read, as follows:

SECTION 4.6 "RSF/MH" RESIDENTIAL, (MIXED) SINGLE FAMILY/MOBILE HOME

4.6.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. Uses and structures which:
   a. Are customarily accessory and clearly incidental and subordinate to permitted uses and structures;
   b. Are located on the same lot as the permitted principal use or structure, or on a contiguous lot in the same ownership;
   c. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in a residential neighborhood; and
   d. Do not involve operations or structures not in keeping with the character of residential development.
2. Examples of permitted accessory uses and structures include:
   a. Private garages;
   b. Private swimming pools;
   c. Noncommercial greenhouses and plant nurseries; and
   d. On-site signs (see Section 4.2).
   e. Accessory dwelling units (See Section 4.2.36).

8. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.6.7 entitled "RSF/MH" Residential, (Mixed) Single Family/Mobile Home, Minimum Yard Requirements is hereby amended to read, as follows:

SECTION 4.6 "RSF/MH" RESIDENTIAL, (MIXED) SINGLE FAMILY/MOBILE HOME

4.6.7 MINIMUM YARD REQUIREMENTS (depth of front and rear yard, width of side of yards) (See Section 4.2 for right-of-way setback requirements.)

1. Single family dwellings and mobile homes:

RSF/MH-1:	Front	30 feet
	Side	15 feet for each side yard
	Rear	15 feet

2. Single family dwellings and mobile homes:

RSF/MH-2:	Front	25 feet
	Side	10 feet for each side yard
	Rear	15 feet
RSF/MH-3:	Front	20 feet

Side 10 feet for each side yard.

Rear 15 feet

3. Public and private schools, adult care centers, child care centers, churches, other houses of worship, private clubs and lodges, and all other permissible uses unless otherwise specified:

Front 35 feet

Side 25 feet for each side yard.

Rear 35 feet

4. Accessory Uses and Structures:

RSF/MH-1: Front 30 feet

Side 5 feet

Rear 5 feet

RSF/MH-2: Front 25 feet

Side 5 feet

Rear 5 feet

RSF/MH-3: Front 20 feet

Side 5 feet

Rear 5 feet

5. Accessory dwelling units:

RSF/MH-1: Front 30 feet

Side 15 feet

Rear 15 feet

RSF/MH-2: Front 25 feet

Side 10 feet

Rear 15 feet

RSF/MH-3: Front 20 feet

Side 10 feet

Rear 15 feet

Special Provisions:

For lots with double front yards, the side of the residence not acting as the main entrance may be considered as a side yard for accessory uses and structures as long as it does not obstruct the line of sight of any intersection or driveway.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from wetlands.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from perennial streams and creeks.

9. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.7.3 entitled "RMH" Residential, Mobile Home, Permitted Accessory Uses and Structures, is hereby amended to read, as follows:

SECTION 4.7 "RMH" RESIDENTIAL, MOBILE HOME

4.7.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. Uses and structures which:
    a. Are customarily accessory and clearly incidental and subordinate to permitted uses and structures;
    b. Are located on the same lot as the permitted principal use or structure, or on a contiguous lot in the same ownership;
    c. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in a residential neighborhood; and
    d. Do not involve operations or structures not in keeping with the character of residential development.
2. Examples of permitted accessory uses and structures include:
    a. Private garages;
    b. Private swimming pools;
    c. Non-commercial greenhouses and plant nurseries; and
    d. On-site signs (see Section 4.2).
    e. Accessory dwelling units (See Section 4.2.36).

10. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.7.7 entitled "RMH" Residential, Mobile Home, Minimum Yard Requirements, is hereby amended to read, as follows:

SECTION 4.7 "RMH" RESIDENTIAL, MOBILE HOME

4.7.7 MINIMUM YARD REQUIREMENTS (depth of front and rear yard, width of side yards) (See Section 4.2 for right-of-way setback requirements.)

1. Mobile homes:

RMH-1:	Front	30 feet
	Side	15 feet for each side yard
	Rear	15 feet
RMH-2:	Front	25 feet
	Side	15 feet for each side yard
	Rear	15 feet
RMH-3:	Front	20 feet
	Side	10 feet for each side yard
	Rear	15 feet

2. Public and private schools, accessory dwelling units, care centers, child care centers, churches, other houses of worship, private clubs and lodges, and all other permitted uses unless otherwise specified:

Front	35 feet
Side	25 feet for each side yard.
Rear	35 feet

3. Accessory Uses and Structures:

RMH-1:	**Front**	**30 feet**
	Side	**5 feet**
	Rear	**5 feet**
RMH-2:	**Front**	**25 feet**
	Side	**5 feet**
	Rear	**5 feet**
RMH-3:	**Front**	**20 feet**
	Side	**5 feet**

Rear 5 feet

4. Accessory dwelling units:

RMH-1: Front 30 feet

Side 15 feet

Rear 15 feet

RMH-2: Front 25 feet

Side 15 feet

Rear 15 feet

RMH-3: Front 20 feet

Side 10 feet

Rear 15 feet

Special Provisions:

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from wetlands.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from perennial streams and creeks.

11. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.9.3 entitled "RMF" Residential, Multiple Family, Permitted Accessory Uses and Structures, is hereby amended to read, as follows:

SECTION 4.9 "RMF" RESIDENTIAL, MULTIPLE FAMILY

4.9.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. Uses and structures which:

a. Are customarily accessory and clearly incidental and subordinate to permitted uses and structures;

b. Are located on the same lot as the permitted principal use or structure, or on a contiguous lot in the same ownership;

c. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in a residential neighborhood; and

d. Do not involve operations or structures not in keeping with the character of residential development.

2. Examples of permitted accessory uses and structures include:

   a. Private garages;

   b. Private swimming pools;

   c. Non-commercial greenhouses and plant nurseries;

   d. For multiple family dwellings: administrative/management offices for the multiple family complex and recreational and laundry facilities intended for use solely by the residents of the multiple family complex and their guests; and

   e. On-site signs (see Section 4.2).

   f. Accessory dwelling units (See Section 4.2.36).

12. Pursuant to an application, LDR 26-02, by the Growth Management Department of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.9.7 entitled "RMF" Residential, Multiple Family, Minimum Yard Requirements is hereby amended to read, as follows:

SECTION 4.9 "RMF" RESIDENTIAL, MULTIPLE FAMILY

4.9.7 MINIMUM YARD REQUIREMENTS (depth of front and rear yards, width of side yards) (See Section 4.2 for right-of-way setback requirements.)

1. Single family dwellings and duplexes:

	Front	20 feet
	Side	10 feet for each side yard.
	Rear	15 feet

Accessory Uses and Structures:

RMF-1	Front	20 feet
	Side	5 feet for each side yard.
	Rear	5 feet

2. Multiple family dwellings: (to be applied to site perimeter)

Front	30 feet
Side	15 feet for each side yard.
Rear	20 feet

Special Provisions; Where two (2) or more multiple family structures are located

together on one (1) site, no detached residential structure shall be closer than twenty (20) feet to another.

Accessory Structures:

RMF-1	Front	30 feet
	Side	5 feet for each side yard.
	Rear	5 feet

3. Public and private schools, accessory dwelling units and child care centers, churches, other houses of worship, private clubs and lodges, nursing homes, residential homes for the aged, group living facilities, and all other permitted uses unless otherwise specified:

	Front	35 feet
	Side	25 feet for each side yard.
	Rear	35 feet

4. Accessory dwelling units:

RMF-1:	**Front**	**30 feet**
	Side	**10 feet**
	Rear	**15 feet**
RMF-2:	**Front**	**30 feet**
	Side	**10 feet**
	Rear	**15 feet**

Special Provisions

For lots with double front yards, the side of the residence not acting as the main entrance may be considered as a side yard for accessory uses and structures as long as it does not obstruct the line of sight of any intersection or driveway.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from wetlands.

The location of any structure (except permitted docks, walkways and piers) shall be setback a minimum of thirty-five (35) feet from perennial streams and creeks.

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

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

15. Codifier. All text shown in **~~bold and strike through~~** is to be deleted. All text shown in **bold and underline** is adopted.

16. Effective Date. This Ordinance shall become effective upon adoption.

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

PASSED UPON FIRST READING on the_____day of_____2026.

APPROVED AND ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this_____day of_____2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

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

_____

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2026-2372- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 26-02, BY THE GROWTH MANAGEMENT DEPARTMENT OF LAKE CITY, FLORIDA; PROVIDING FOR AMENDING SECTION 2.1 ENTITLED DEFINITIONS TO ADD A DEFINITION FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.2.36 ENTITLED PROVISIONS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.4.3 ENTITLED "A" AGRICULTURAL, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.4.7 ENTITLED "A" AGRICULTURAL, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.5.3 ENTITLED "RSF" RESIDENTIAL, SINGLE FAMILY, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.5.7 ENTITLED "RSF" RESIDENTIAL, SINGLE FAMILY, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.6.3 ENTITLED "RSF/MH" RESIDENTIAL, (MIXED) SINGLE FAMILY/MOBILE HOME, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.6.7 ENTITLED "RSF/MH" RESIDENTIAL, (MIXED) SINGLE FAMILY/MOBILE HOME, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.7.3 ENTITLED "RMH" RESIDENTIAL, MOBILE HOME, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.7.7 ENTITLED "RMH" RESIDENTIAL, MOBILE HOME, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY USES AND STRUCTURES AND ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.9.3 ENTITLED "RMF" RESIDENTIAL, MULTIPLE FAMILY, PERMITTED ACCESSORY USES AND STRUCTURES TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR AMENDING SECTION 4.9.7 ENTITLED "RMF" RESIDENTIAL, MULTIPLE FAMILY, MINIMUM YARD REQUIREMENTS TO ADD REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

File Attachments for Item:

16. City Council Ordinance No. 2026-2373 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-06S, by David M. Winsberg, 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; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2373 on first reading

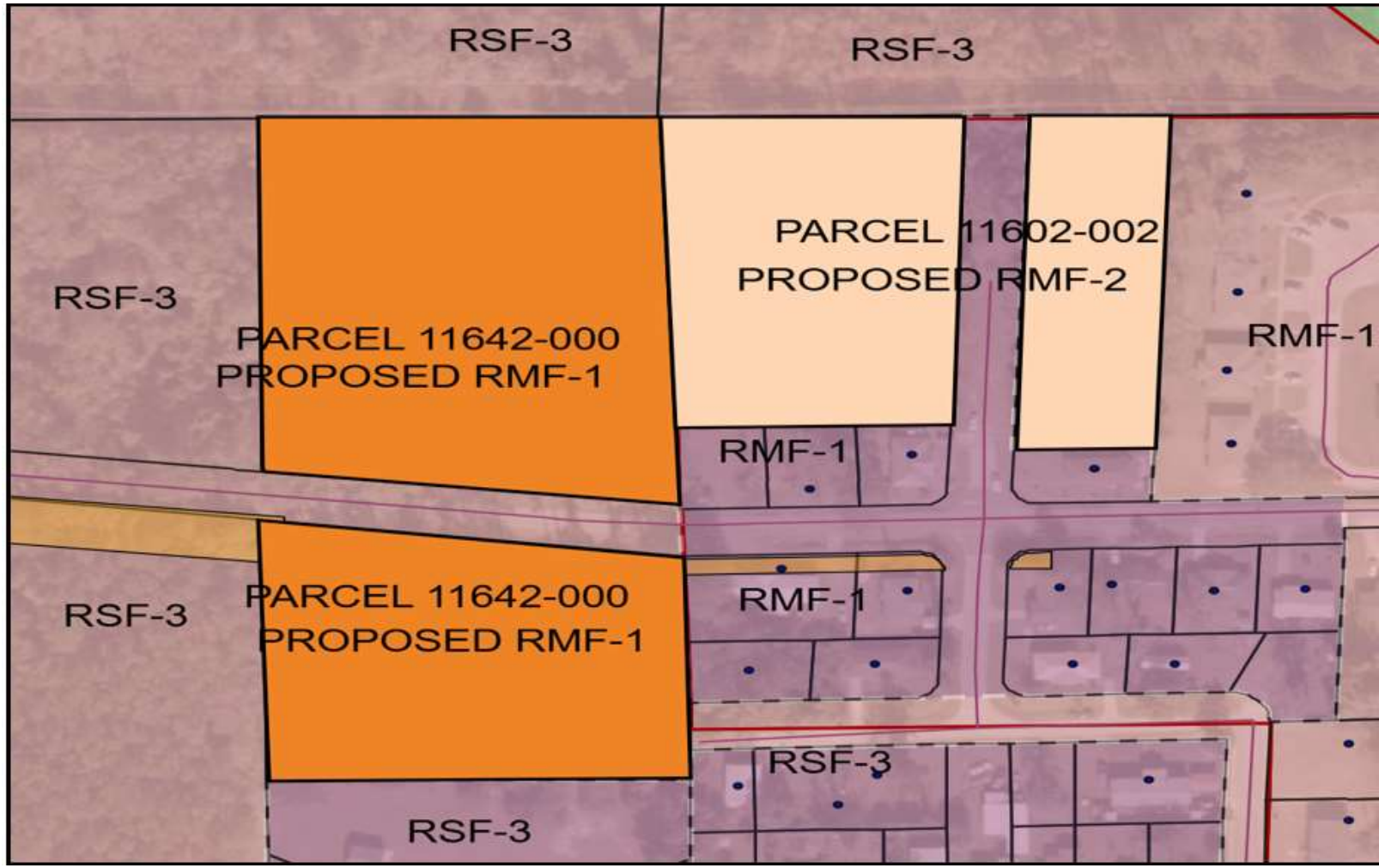
COMP PLAN AMENDMENT

ORDINANCE 2026-2373 for CPA 26-06S

Introduction

- Parcel 11602-002 has a current Future Land Use designation of Residential Medium;
- Petition CPA 26-06S is a request to change the Future Land Use on parcel 11602-002 from Residential Medium to Residential High;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Medium
  - East- Residential Medium
  - South- Residential Medium
  - West- Residential Medium

Location of Parcel 11602-002



Staff Review

- **Planning and Zoning-** There are wetlands on the parcels. This will need to be mitigated before a site plan can be approved.

- **Suwannee River Water Management-** An environmental resource permit (ERP) will be required. A permit application has not yet been submitted. The District recommends scheduling a pre-application meeting to discussing permitting requirements. No construction can occur until a District ERP has been issued.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2373.

QUESTIONS

CM/rrp
06/11/2026

ORDINANCE NO. 2026-2373

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 26-06S, BY DAVID M. WINSBERG, 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; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

1. Pursuant to an application, CPA 26-06S, by David M. Winsberg; to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed 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) on property described, as follows:

   A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46'26" East, along the North line of said Block O, Northwestern Division, 238.90 feet; thence South 02°26'28" West 331.85 feet; thence South 89°02'37" West 214.94 feet to the West line of said Block O, Northwestern Division; thence North 01°40'48" West 336.23 feet to the Point of Beginning.

   AND

   A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46'26" East, along the North line of said Block O, Northwestern Division, 288.94 feet to the Point of Beginning; thence South 89°46'26" East, still along the said North line of Block O, Northwestern Division, 109.89 feet; thence South 02°26'28" West 356.89

feet; thence South 89°02'37" West 110.00 feet; thence North 02°26'28" East 359.16 feet to the Point of Beginning.
Containing 2.65 acres, more or less.

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

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

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

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

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

PASSED upon first reading this _____ day of _____ 2026.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2026-2373- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 26-06S, BY DAVID M. WINSBERG, 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; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

File Attachments for Item:

17. City Council Ordinance No. 2026-2374 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-04S, by David M. Winsberg, the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) and Residential, Multiple-Family-1 (RMF-1) to Residential, Multiple-Family-1 (RMF-1) and Residential, Multiple-Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2374 on first reading

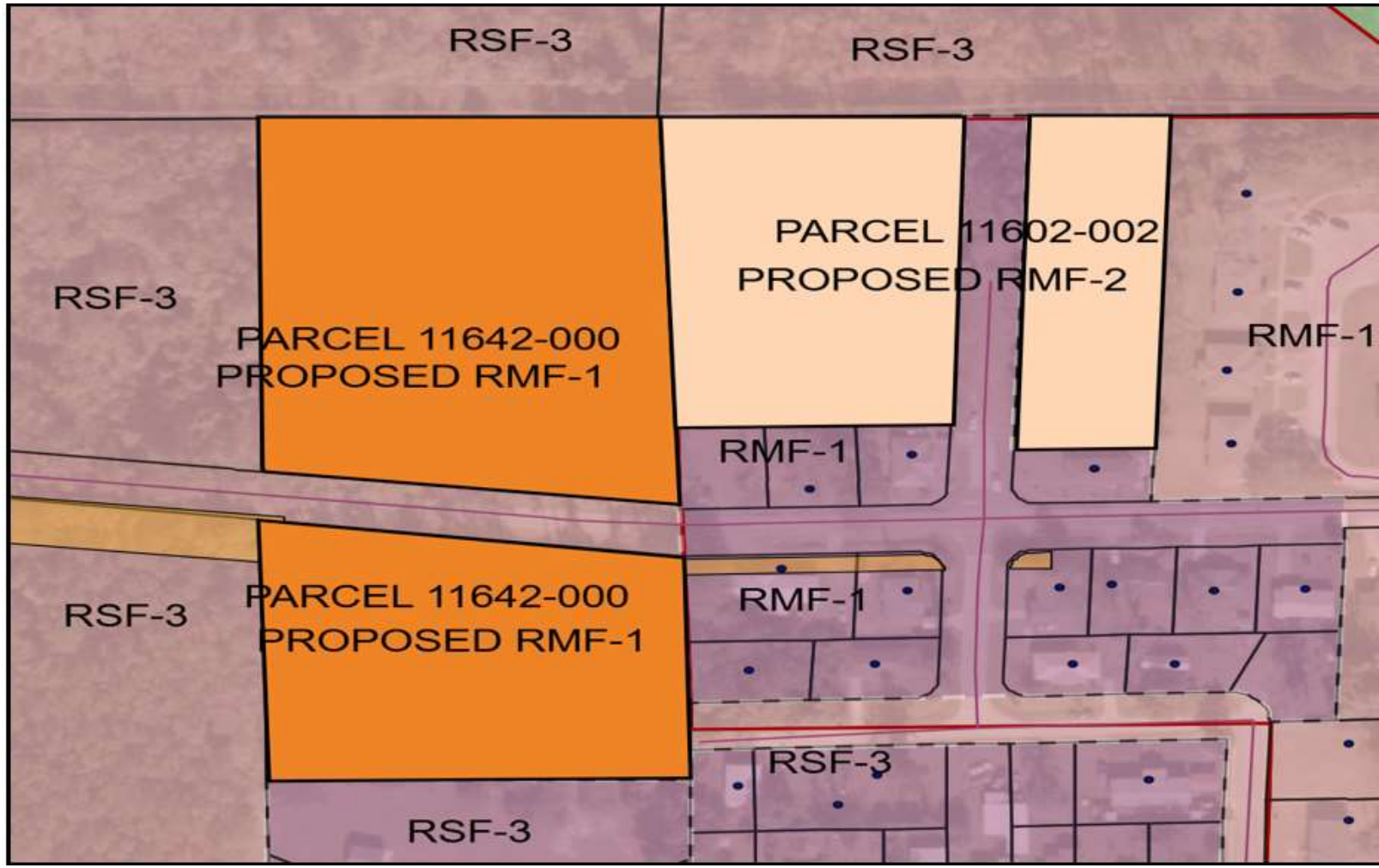
REZONING

ORDINANCE 2026-2374 for Z 26-04S

Introduction

- Parcel 11602-002, is currently zoned Residential Multi-Family 1;
- Parcel 11642-000, is currently zoned Residential Single Family 3;
- Petition Z 26-04S is a request to change the Zoning on parcel 11602-002 from Residential Multi-Family 1 to Residential Multi-Family 2; and change the zoning on parcel 11642-000 from Residential Single Family 3 to Residential Multi-Family 1;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Single Family 3
  - East- Residential Multi-Family 1
  - South- Residential Multi-Family 1 and Residential Single Family 3
  - West- Residential Single Family 3

Location of Parcels 11602-002 and 11642-000



Staff Review

- **Planning and Zoning-** There are wetlands on the parcels. This will need to be mitigated before a site plan can be approved.

- **Suwannee River Water Management-** An environmental resource permit (ERP) will be required. A permit application has not yet been submitted. The District recommends scheduling a pre-application meeting to discussing permitting requirements. No construction can occur until a District ERP has been issued.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2374.

QUESTIONS

CM/rrp
06/11/2026 (Revised 6/12/26)

ORDINANCE NO. 2026-2374

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 26-04S, BY DAVID M. WINSBERG, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) AND RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) TO RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) AND RESIDENTIAL, MULTIPLE-FAMILY-2 (RMF-2) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF;PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

1. Pursuant to an application, Z 26-04S, by David M. Winsberg, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) and RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) to RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) and RESIDENTIAL, MULTIPLE-FAMILY-2 (RMF-2) on property described, as follows:

From RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) to RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1)

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: The East 1/2 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 30.

LESS AND EXCEPT

Block 70, Northwestern Division of the City of Lake City, Florida, and right-of-way for Fronnie Street (now known as Northwest Early Street).

Containing 5.30 acres, more or less.

From RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) to RESIDENTIAL, MULTIPLE-FAMILY-2 (RMF-2)

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46'26" East, along the North line of said Block O, Northwestern Division, 238.90 feet; thence South 02°26'28" West 331.85 feet; thence South 89°02'37" West 214.94 feet to the West line of said Block O, Northwestern Division; thence North 01°40'48" West 336.23 feet to the Point of Beginning.

AND

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46'26" East, along the North line of said Block O, Northwestern Division, 288.94 feet to the Point of Beginning; thence South 89°46'26" East, still along the said North line of Block O, Northwestern Division, 109.89 feet; thence South 02°26'28" West 356.89 feet; thence South 89°02'37" West 110.00 feet; thence North 02°26'28" East 359.16 feet to the

Point of Beginning.

Containing 2.65 acres, more or less.

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

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

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

   The effective date of this amendment, Z 26-04S, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 26-06S. If Future Land Use Plan Map Amendment, CPA 26-06S, does not become effective, this amendment, Z 26-04S, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 26-04S, to the Official Zoning Atlas may be issued or commence before it has become effective.

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

PASSED upon first reading this _____ day of _____ 2026.

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Note to Codifier**:** **Bold and stricken** words are deletions; **bold and underlined** are additions.

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2026-2374- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 26-04S, BY DAVID M. WINSBERG, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) AND RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) TO RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) AND 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; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

File Attachments for Item:

18. City Council Resolution No. 2026-059 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Playcore Wisconsin, Inc. DBA Gametime, Inc., an Alabama Corporation doing business in North Carolina, for the replacement of aging playground equipment at Youngs Park; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Playground Equipment - Youngs Park (Piggyback - Omnia Partners)

DEPT / OFFICE: Public Works

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Steve Brown	4/28/2026

Recommended Action:

Approve a piggyback contract for playground equipment that is offered by Omnia Partners to purchase through GameTime.

Summary Explanation & Background:

The City has received a quote from GameTime through the Omnia Partners cooperative purchasing contract (No. 2017001134), valid through December 30, 2026. This contract was competitively awarded and meets procurement requirements. The City proposes to utilize this contract to purchase new playground equipment for Youngs Park. Omnia Partners is a nationally recognized cooperative purchasing organization that provides access to pre-negotiated, competitively priced contracts. Several Florida municipalities, including Miami Springs, Homestead, and the City of Hollywood, have successfully used this contract. Leveraging this contract ensures cost-effectiveness and compliance while reducing the need for a separate bid process. This approach will significantly expedite procurement and project implementation and allow timely replacement of aging equipment at Youngs Park.

Alternatives:

Decline to piggyback.

Source of Funds:

$142,788.32 Mariah Fund- was approved on the March 16, 2026 Council meeting
$261,069.73 Non-Departmental out of 001.05.519-030.45 (Insurance account)

Financial Impact:

$403,858.05

Exhibits Attached:

Piggyback Contract (GameTime Quote, Omnia Contract/RFP can be viewed in Procurement)

CM/rrp
05/18/2026

RESOLUTION NO 2026-059

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND PLAYCORE WISCONSIN, INC. DBA GAMETIME, INC., AN ALABAMA CORPORATION DOING BUSINESS IN NORTH CAROLINA, FOR THE REPLACEMENT OF AGING PLAYGROUND EQUIPMENT AT YOUNGS PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has a need to replace aging playground equipment at Youngs Park (the "Products"); and

WHEREAS; the City of Charlotte, North Carolina (the "Original Procuring Government"), negotiated a contract with Playcore Wisconsin, Inc. dba GameTime, Inc., an Alabama corporation doing business in North Carolina (the "Vendor") to supply the Products pursuant to the contract resulting from Request for Proposal 269-2017-028 (the "Contract"); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products by Original Procuring Government as set forth in the Amended Contract; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Products on such terms and conditions as the Vendor has contracted with Original Procuring Government as set forth in the Contract; and

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

WHEREAS, engaging the Vendor to provide the Products is in the public interest and in the interests of the City; now, therefore

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

1. Engaging the Vendor to provide the Products in the Agreement is in the public or

community interest and for public welfare; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

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

GameTime Inc
PO Box 520700
Longwood, FL 32752

(the "Vendor").

WITNESSETH:

WHEREAS, on **May 8, 2017 City of Charlotte, North Carolina** (the "Original Procuring Government") awarded **RFP 269-2017-028 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit "A" (the "Original Procurement Bid and Contract"); and

WHEREAS, the Original Procurement Bid and Contract was subsequently made available for use by other governmental entities, including municipalities, through Omnia Partners, a cooperative purchasing organization, pursuant to its cooperative purchasing program;

WHEREAS, the City needs a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; which is attached herein as Exhibit "C" and

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

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

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

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

EXHIBIT TO RESOLUTION

i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

ii. All special conditions of the Original Procurement Bid and Contract Documents;

iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

iv. All specifications, scopes of services, and/or descriptions of goods to be sold are contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the original procurement bid and contract documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

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

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract

a. with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **December 30, 2026.** This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

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

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

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

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

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

GAMETIME, INC.

_____

By _____, its

_____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

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

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT
(Can be requested from the Procurement Department)

EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence, and $300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers Compensation insurance as required by the State of Florida.

QUOTE

EXHIBIT "C"

109370-01-01 • 03/18/2026

Youngs Park

Customer:

City of Lake City
205 North Marion Avenue
Lake City, FL 32055
United States

Ship to Zip: 32055

Prepared for:

Kim Mooore
Phone: 386-758-5401
moorek@lcfla.com

Prepared by:

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

Quantity	Part #	Description	Unit Price	Amount
Removal of existing equipment, footers and surfacing by owner. Tree trimming or removal by owner. Site access for construction equipment and staging area must be provided by owner.				
1	Utility	**5-Star Plus - Utility Locate**	$1,400.00	$1,400.00
105	4850	**GameTime - 8" Playcurb Pkg**	$93.66	$9,834.30
1	4854	**GameTime - Accessible Playcurb**	$636.00	$636.00
1	14927	**GameTime - NDS Play On Sign Package**		
1	14928	**GameTime - NDS Inclusive Play Sign Package**		
1	RDU	**GameTime - PowerScape Systems** • (1) 4962 – Echo Chamber • (1) 5130 – Air Lock Cog Gadget • (1) 5134 – Twist Ball Run Gadget • (4) 16465 – Slide Transfer (Ada) • (2) 16701 – Ada 49"Tri Punch Steel Dk • (1) 26058 – 3 Way X-Pod Step • (1) 26063 – Bubble Climbing Wall Attachment • (1) 26080 – Stretched Loop Ladder • (1) 26089 – Astrol Rail • (1) 26092 – Ps Plus Single Link Cross Beam • (6) 26094 – Triangular Shroud • (1) 36021 – 2 Way X-Pod Step • (1) 36030 – Single Link Cross Beam Powerscape Plus • (1) 36061 – Web Walk Attachment • (1) 6366l – Police Motorcycle Spring Rider I/G • (2) 80000 – 49" Sq Punched Steel Deck • (1) 80078 – 6"Stepped Platform • (2) 80612 – Deck Curb • (1) 80686 – Handhold/Kickplate Pkg • (3) 80687 – Handhold/Kick Plate Pkg • (1) 80925 – Leaning Rail • (1) 80931 – Single Gizmo Panel • (1) 81478 – Horiz Ladder Link 147" • (1) 81665 – Seat And Table For Two • (2) 81666 – Fun Seat	$360,607.94	$360,607.94

- (1) 81669 – Hand Cycler
- (1) 81670 – Crunch Bar
- (1) 81691 – Single Steering Wheel
- (2) 81699 – Bongos
- (2) 90004 – Two Piece Hex Deck
- (2) 90005 – Two Piece Hex Deck, Ada Ramp Access
- (1) 90021 – 2'-0" Transfer System W/ Barrier
- (1) 90033 – 4' Transfer Platform W/Guardrail
- (1) 90088 – 2' Rockscape Climber
- (1) 90135 – 4'/4'-6" Twister Climber
- (1) 90186 – Ashiko & Djembe Panel
- (1) 90189 – Ganza Panel
- (1) 90193 – 2-6"/3' Single Curved Zip Slide
- (4) 90207 – Overhead Ladder Access Package
- (2) 90216 – Rung Enclosure W/Barrier, Above Dk
- (1) 90252 – 4' Leaning Wall Climber
- (5) 90264 – 6' Upright, Alum
- (1) 90265 – 7' Upright, Alum
- (5) 90266 – 8' Upright, Alum
- (5) 90267 – 9' Upright, Alum
- (5) 90268 – 10' Upright, Alum
- (1) 90270 – 12' Upright, Alum
- (2) 90271 – 13' Upright, Alum
- (1) 90288 – 2' Straight Tube Slide, 30" Dia
- (1) 90306 – Climber Archway W/Socket & Barrier
- (1) 90355 – Store Front Panel, Below Dk
- (1) 90369 – River Rock Climber
- (1) 90530 – 2'/2'-6" Little Foot Slide W/Enclosu
- (1) 90668 – Spiral Step Climber (4'-0" & 4'-6")
- (1) 90673 – Ramp (Guardrail)
- (1) 90674 – Std Access Ramp Link 3 Dk Gr
- (1) 90700 – Single Entrance Wilderslide Ii
- (1) 90703 – Straight Section Wilderslide Ii
- (2) 90704 – Left Curve Section Wilderslide Ii
- (1) 90709 – Support Wilderslide Ii
- (1) 90762 – Long Exit (Use On 7' & 8' Slides)
- (1) 90790 – Sloped Funnel Climber Barrier (Dbl)
- (1) 90834 – 3-in-a-Row Panel
- (1) 90840 – Xcelerator
- (1) 90842 – Single Spiral
- (1) 90869 – Splitter 7'
- (2) 90880 – 360 Spiral Slide 4' w/roto hood
- (6) 91139 – Entryway - Barrier
- (2) 91240 – Gadget Frame (Grd Level)
- (1) 91378 – PS S Wave Up & On LNK (4'-4'6)
- (2) 91457 – Sensory Wave Entryway
- (1) 91501 – Olympus Climber - 7'0 thru 8'0 attac
- (1) 91539 – 3' Roller Slide
- (2) 91544 – 8-Post Canopy Hex Deck (3 deck)
- (1) 91549 – Dunan Drum Panel (Below Deck)
- (1) 91551 – Maracabasas Panel (Below Deck)
- (1) 91561 – Flower Spinner Panel
- (1) 91572 – Answer Ball Half Panel

		• (1) 91580 – Animal Race Half Panel • (1) 91594 – Duo • (1) 91596 – Solo-Aluminum • (1) 91608 – 15' Sunblox Umbrella Canopy • (1) 91711 – Modern Transfer w/Guardrail 1' Rise • (8) G90262 – 4' Upright, Galv • (4) G90267 – 9' Upright, Galv • (9) G90268 – 10' Upright, Galv • (1) G90269 – 11' Upright, Galv • (2) G90272 – 14' Upright, Galv • (8) G90273 – 15' Upright, Galv		
1	RDU	**GameTime - 4 Bay PrimeTime System Frame with Seat Packages** • (3) 5287 – Belt Seat for 8' Toprail • (2) 5293 – Enclosed Tot Seat for 8' Toprail • (1) 5295 – Expression Swing 8' Toprail Height • (1) 5299 – Expression Swing w/Adaptive Seat • (1) 5320 – 8' ADA Primetime Swing Frame • (3) 5321 – 8' ADA Primetime Swing Add-A-Bay • (1) 5375 – Zero-G (2-5) Yellow 8' Height	$13,373.00	$13,373.00
1	243	**GameTime - Buck-A-Bout, 2 Seat**	$2,129.00	$2,129.00
2	2313	**GameTime - Saddle Seat**	$303.00	$606.00
1	3274	**GameTime - Sensory Wave Seat**	$2,932.00	$2,932.00
1	4880	**GameTime - Inground Mount For Spring Rider**	$183.00	$183.00
1	4882	**GameTime - Fire Truck Spring Rider**	$1,554.00	$1,554.00
1	6376	**GameTime - Duo Spinner**	$2,930.00	$2,930.00
1	8662	**GameTime - Walking The Plank**	$2,818.00	$2,818.00
5	T108I	**GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I**	$742.00	$3,710.00
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
2	Sealed	**5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings** 2-5 system, 5-12 ramped system; freestanding equipment	$1,350.00	$2,700.00
1	INSTALL	**5-Star Plus - Five Star Plus Playground Installation Services** *Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!*	$132,935.00	$132,935.00
1	Permits	**5-Star Plus - Building Permits** *Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted.* ***Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.***	$1,500.00	$1,500.00
285	EWF-Bulk	**GT-Impax - Engineered Wood Fiber - Per Cubic Yard** *ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant*	$62.00	$17,670.00

QUOTE

109370-01-01 • 03/18/2026

DRP Playground Replacement Promo Discount Applied to New Systems

May 31, 2026

Sub Total	$557,616.31
Discount	($186,061.48)
Freight	$23,748.59
Grand Total	**$395,303.42**

Prepared by: Gina Wilson | Vice-President / Senior Project Manager
800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.
All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
For more information on the Omnia Partners / U.S. Communities contract please visit Omnia Partners Public Sector GameTime

Signed/Sealed Drawings may be included when expressly stated on proposal.
Permits and permitting services may be included when expressly stated on the proposal. Unless specifically noted, permit fees, third-party reviews, inspections, bonds, and jurisdictional requirements are not included. The owner is responsible for providing **current and accurate site plans, surveys, and required property information** as needed by the permitting authority. **The permit process cannot begin until all required information is received from the owner.** Permitting timelines vary by jurisdiction and are **outside of our control**. Delays related to permitting, reviews, or approvals are not considered manufacturing or installation delays. Additional requirements arising during the permitting process, including but not limited to engineering revisions, soil testing, or jurisdictional comments, shall be treated as a **change in scope**.

Orders from **governmental agencies, school districts, municipalities, and other public entities** may be accepted with a purchase order, signed quotation, or written authorization. Payment terms are Net 30 unless otherwise stated. Deposit requirements may apply for **custom or made-to-order products**, including Landmark Designs items.
When installation is included as a **turn-key project**, payment for installation-related work is due **upon completion and acceptance of the work**, unless otherwise stated. For larger or extended projects, **progress invoices may be issued** based on work completed or materials delivered to the site. GameTime reserves the right to invoice for **materials manufactured, shipped, or received on site**.

Installation Terms: Installation, when included, is performed by an **independent, certified installer** and is based on **standard installation conditions**. Installation assumes suitable soil, normal excavation conditions, proper sub-base, and unrestricted site access.The following are **excluded unless expressly stated**: drainage design or correction; soil remediation or import/export; rock, roots, debris, or concealed conditions; dewatering; erosion control; sod replacement; landscaping; irrigation repair; and site restoration.If unsuitable soil, drainage issues, high water table, or concealed conditions are encountered, **additional costs may apply**. The owner is responsible for site readiness, utility marking, site access, and protection of the work area before, during, and after installation.

QUOTE

109370-01-01 • 03/18/2026

Billing Information

(bill to): _____

(address): _____

_____

(contact): _____

(phone): _____

(email): _____

Shipping Information

(ship to): _____

(address): _____

_____

(contact): _____

(phone): _____

(email): _____

Sales Tax Exemption Certificate Number # : _____ Please provide a verifiable certificate

Quote Validity : Pricing is firm for 60 days from the date of quotation unless otherwise stated.
Pricing Basis : Quotes are based on shipment of all items at one time to a single destination unless noted. Changes to scope, quantities, delivery conditions, or site requirements may result in price adjustments.
Exclusions : This quotation excludes off-loading and unloading of materials; lift-gate service; storage of materials prior to installation; site security; acceptance of deliveries; removal of existing equipment; site work; landscaping; drainage; utility relocation; fencing; signage; lighting; and any work not expressly described or included on this proposal.
Shipping Terms : All equipment ships F.O.B. factory unless stated. Title and risk of loss transfer in accordance with standard shipping terms.
Taxes : Sales, use, and similar taxes are not included unless expressly stated. Applicable taxes will be added at time of invoicing unless a valid tax-exempt certificate is provided prior to order entry.
Production & Shipment : Manufacturing, fabrication, and shipment will not begin until all required approvals and deposits are received.

Acceptance of quotation:

Accepted By (name): _____

Signature: _____

Title: _____

E-Mail: _____

P.O. No: _____

Date: _____

Phone: _____

Purchase Amount: **$395,303.42**

File Attachments for Item:

19. City Council Resolution No. 2026-062 - A resolution of the City Council of the City of Lake City, Florida, calling for an election to be held August 20, 2026; providing for the election of a council member from District 10 and a council member from District 14; providing for the City Clerk to coordinate said election with the Columbia County Supervisor of Elections; directing the City Clerk to publish notice of the election; repealing all resolutions in conflict; and providing an effective date.

CM/rrp
05/13/26

RESOLUTION NO 2026 - 062

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA CALLING FOR AN ELECTION TO BE HELD AUGUST 20, 2026; PROVIDING FOR THE ELECTION OF A COUNCIL MEMBER FROM DISTRICT 10 AND A COUNCIL MEMBER FROM DISTRICT 14; PROVIDING FOR THE CITY CLERK TO COORDINATE SAID ELECTION WITH THE COLUMBIA COUNTY SUPERVISOR OF ELECTIONS; DIRECTING THE CITY CLERK TO PUBLISH NOTICE OF THE ELECTION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 301 of the Charter of the City of Lake City provides the four non-mayoral city council members shall be each elected as the designated council member to one of four numerically-designated, geographically-defined districts; and

WHEREAS, Article V, Section 509 further provides elections shall be by majority vote, such election shall be on the date of the first primary election established for the State of Florida, and in the event no candidate receives a majority for any one seat, a run off shall be held on the date of the general election established for the State of Florida; and

WHEREAS, Article III, Section 301 of the Charter of the City of Lake City provides that each council member shall be elected for a term of four years; and

WHEREAS, the city council seats representing District 10 and District 14 are open for election in 2026; and

WHEREAS, two candidates have qualified to be elected to the city council seat representing District 10, and therefore an election for said city council seat is necessary; and

WHEREAS, four candidates have qualified to be elected to the city council seat representing District 14, and therefore an election for said city council seat is necessary; and

WHEREAS, Article V, Section 510 of the Charter of the City of Lake City provides all elections shall be called by resolution of the city council adopted no less than twenty days before such election; now therefore

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

1. The City Council hereby calls for an election to be held on August 20, 2026 for the election of a council member to represent District 10 for a four year term pursuant to the Charter of the

City of Lake City; and

2. The City Council hereby calls for an election to be held on August 20, 2026 for the election of a council member to represent District 14 for a four year term pursuant to the Charter of the City of Lake City; and

3. The City Clerk is directed to arrange for said election with the Columbia County Supervisor of Elections, who shall appoint inspectors and clerks for said election.

4. The City Clerk shall cause to be published in a newspaper of general circulation a notice of said election in accordance with Florida Statutes and the Charter of the City of Lake City.

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

File Attachments for Item:

20. City Council Resolution No. 2026-068 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and North Florida Fence, Inc, a Florida Corporation, for a pricing adjustment under Invitation to Bid 006-2024; making certain findings of fact in support of the city amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Youngs Park Fencing (Park Improvement Plan) North Florida Fencing

DEPT / OFFICE: Procurement / Public Works

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Steve Brown	5/22/2026

Recommended Action:

Approve to amend pricing under ITB: 006-2024 annual contract for fencing to North Florida Fencing and to proceed with new fencing for Youngs Park (Park Improvement Plan)

Summary Explanation & Background:

Requesting approval to amend the pricing under ITB 006-2024, the annual contract for fencing services awarded to North Florida Fencing on the Consent Agenda dated March 4, 2022. The contract remains in effect through March 4, 2027. North Florida Fencing has provided a quote for new fencing and gates required for Youngs Park, utilizing the bid pricing established under the existing contract. One item included in the quote—a 6-foot-high by 4-foot-wide galvanized gate with hardware—was not part of the original bid tabulation. The City requests authorization to amend the contract pricing to add this item at a unit cost of $475.00 for one (1) each. Source of funds needs to be determined see note below.

Alternatives:

Source of Funds:

Needs to be determined possible funds from account below, check with Finance.
Non-Departmental out of 001.05.519-030.45 (Insurance account)

Financial Impact:

$32,054.00

Exhibits Attached:

North Florida Fencing Response Document; Council Meeting Minutes 3-4-2024; Quote

CM/rrp
06/08/2026

RESOLUTION NO 2026-068

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND NORTH FLORIDA FENCE, INC, A FLORIDA CORPORATION, FOR A PRICING ADJUSTMENT UNDER INVITATION TO BID 006-2024; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") solicited bids for ITB-006-2024 seeking a vendor for the annual contract for fencing services (the "Services"); and

WHEREAS, North Florida Fence, Inc, a Florida corporation (the "Vendor") was awarded the bid to provide the Services (the "Agreement") and the Agreement remains in effect through March 4, 2027; and

WHEREAS, the City and the Vendor each desire to amend the Agreement in the form of the Exhibit attached hereto to include the item left off the original bid tabulation (the "Amendment"); and

WHEREAS, continuing to engage the Vendor's services is in the public interest and in the interests of the City; now, therefore,

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

1. Amending the Agreement to add an item excluded from the original solicited bid by adopting the terms in the Amendment is in the public or community interest and for the public welfare; and
2. In furtherance thereof, the Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Amendment; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to

the terms of the Amendment; and

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

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of June, 2026

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

NORTH FLORIDA FENCE

Customer:	City Of Lake City	Date:	May 19, 2026
Address:	Youngs Park	Home:	
		Work:	
		Cell:	
Email:		Fax:	

GALVANIZED C/L FENCE	HEIGHT:		VINYL	COLOR:	
	GAUGE:			HEIGHT:	
	SELVAGE:			POST LENGTH:	
	COLOR:				
WOOD	STYLE:				
	HEIGHT:				
	LINE POST:				
	GATE POST:				

CHAIN LINK FRAMEWORK:	TOP RAIL:	TERM POSTS:	B'WIRE:
	LINE POSTS:	OTHER:	T'WIRE:

ALUMINUM ORNAMENTAL	GRADE		GATES	WIDTH	
	COLOR			HEIGHT	
	STYLE				

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1,018'	6' galvanized chain link fence	28.00 ✓	28,504.00
4	4' walk gates 6 high x 4 wide 475.00 ← not part of contract		1,900.00
1	6' walk gate 6 high x 6 wide	550.00 ✓	550.00
1	20' double swing gate 6 high x 20 wide	1,100.00 ✓	1,100.00
	Installed set in concrete		
	PRICE DOES NOT INCLUDE REMOVAL OF EXISTING 4' FENCE		
	SUB-TOTAL		
	SALES TAX	N/A	
	TOTAL		32,054.00

Owner/Agent: Dalton Murphy

Date: May 19, 2026 Customer Acceptance: _____

Phone: 386.752.1360 P.O. Box 427 · Lake City, FL · 32056 Fax: 386.754.0180

EXHIBIT TO RESOLUTION

File Attachments for Item:

21. City Council Resolution No. 2026-073 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and Axon Enterprise, Inc., an Arizona Corporation, for drone-based video surveiliance equipment and services to be utilized by the City of Lake City, by and through its Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Drone (Piggyback - Sourcewell- Public Safety Video Surveillance) Revised

DEPT / OFFICE: Police Department

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Chief Butler	5/29/2026

Recommended Action:

Approve a revised piggyback contract for video surveillance system that is aviation based offered by Sourcewell to purchase through Axon Enterprise.

Summary Explanation & Background:

Resolution 2026-045 was approved by the council on May 4,2026 and Resolution 2025-145 was approved to accept grant funds awarded by the State of Florida Department of Law Enforcement on November 3, 2025 in the amount of $50,000.00 for two drones. Axon Enterprise has sent us a quote piggybacking off the Sourcewell contract: 101223-AXN. The contract was awarded to Axon Enterprises and is in effect. This contract will be used to purchase equipment and software for the Police department. Request to piggyback since grant end date is 6/30/2026.
Axon has requested changes be made to the contract before they execute document.

Alternatives:

Decline to piggyback.

Source of Funds:

FDLE Grant Funded Award #: 3X212

Financial Impact:

$50,000.00

Exhibits Attached:

Piggyback Contract Revision

CM/rrp
06/12/2026

RESOLUTION NO 2026-073

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND AXON ENTERPRISE, INC., AN ARIZONA CORPORATION, FOR DRONE-BASED VIDEO SURVEILLANCE EQUIPMENT AND SERVICES TO BE UTILIZED BY THE CITY OF LAKE CITY, BY AND THROUGH ITS POLICE DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City by and through the Lake City Police Department (the "Department") has a need for drone-based video surveillance equipment and services (the "Products and Services"); and

WHEREAS; Sourcewell, a Minnesota government unit and service cooperative ("Sourcewell"), negotiated a contract with Axon Enterprise, Inc., an Arizona corporation (the "Vendor") to supply the Products and Services pursuant to Solicitation Number 101223; and

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

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Products and Services on such terms and conditions as the Vendor has contracted with Sourcewell; and

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

WHEREAS, engaging the Vendor to provide the Products and Services is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the Products and Services in the Agreement is in the public or community interest and for public welfare; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #101223-AXN

This agreement ("the Agreement") is hereby made this ___ day of _____, 2026, by the City of Lake City, Florida ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 101223-AXN with Sourcewell dated February 6, 2024, related to "Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories" (the "Sourcewell Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in the Quote attached hereto as Exhibit B and incorporated herein by reference (the "Quote").

2. The Parties agree that the terms and conditions outlined under the attached Exhibit A – Addendum to Sourcewell Agreement shall apply and are hereby incorporated as part of this Agreement.

3. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement or the Sourcewell Contract.

This Agreement, together with Sourcewell Contract #101223-AXN, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**City of Lake City, Florida**
Signature: _____	Signature: _____
Name: _____	Name: Noah E. Walker
Title: _____	Title: Mayor
Date: _____	Date: _____

Exhibit A - Addendum to Sourcewell Terms

The following clauses are hereby added into the Agreement between the City of Lake City, Florida (the "Agency") and Axon Enterprise, Inc. ("Axon") in accordance with any terms and conditions outlined below:

1) **Public Records.** Axon shall generally comply with Florida's public records laws, and specifically Axon shall:

   a) Keep and maintain public records required by the Agency to perform and/or provide the service or services contracted for herein.

   b) Upon request from the Agency's custodian of public records, provide the 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

   c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Axon does not transfer the records to the Agency.

   d) Upon completion of this Agreement, transfer, at no cost, to the Agency all public records in possession of Axon or keep and maintain public records required by the Agency to perform the service. If Axon transfers all public records to the Agency upon completion of this Agreement, Axon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Axon keeps and maintains public records upon completion of this Agreement, Axon shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

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

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

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

   a) Axon shall require each of its subcontractors to provide Axon with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Axon

EXHIBIT TO RESOLUTION

shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

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

c) The Agency, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Axon otherwise complied, shall promptly notify Axon and Axon shall immediately terminate the contract with the subcontractor.

d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Axon acknowledges that upon termination of this Agreement by the Agency for a violation of this section by Axon, Axon may not be awarded a public contract for at least one (1) year. Axon further acknowledges that Axon is liable for any additional costs incurred by the Agency as a result of termination of any contract for a violation of this section.

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

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

EXHIBIT B

386

Q-794111-46148

Issued: 05/06/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 112724

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Lake City Police Dept.-FL 225 NW Main Blvd Lake City, FL 32055-3919 USA	Lake City Police Dept.-FL 205 N Marion Ave Lake City FL 32055-3918 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Phone: Email: Fax:

Quote Summary

Program Length	36 Months
TOTAL COST	$48,602.92
ESTIMATED TOTAL W/ TAX	$48,602.92

Discount Summary

Average Savings Per Year	$0.03
TOTAL SAVINGS	$0.08

EXHIBIT TO RESOLUTION

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$48,602.92	$0.00	$48,602.92
Total	**$48,602.92**	**$0.00**	**$48,602.92**

EXHIBIT TO RESOLUTION

Quote Unbundled Price:	**$36,399.**
Quote List Price:	**$36,399.55**
Quote Subtotal:	**$48,602.92**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
102472	AXON AIR - SKYDIO R10 SPARE PROPELLERS	1			$59.00	$59.00	$59.00	$0.00	$59.00
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1			$265.00	$265.00	$265.00	$0.00	$265.00
101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1			$295.00	$295.00	$295.00	$0.00	$295.00
101211	AXON AIR - SKYDIO SPEAKER FOR X10	1			$320.00	$320.00	$320.00	$0.00	$320.00
102469	AXON AIR - SKYDIO R10 BATTERY	1			$350.00	$350.00	$350.00	$0.00	$350.00
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1			$370.00	$370.00	$370.00	$0.00	$370.00
102494	AXON AIR - SKYDIO R10 SOLUTION REPLACEMENT	1			$500.00	$500.00	$500.00	$0.00	$500.00
102691	AXON AIR - SKYDIO DROPPER FOR X10	1			$950.00	$950.00	$950.00	$0.00	$950.00
102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	1			$20,700.00	$20,700.00	$20,700.00	$0.00	$20,700.00
A00030	AXON AIR R10 PATROL KIT BUNDLE	1	36		$8,843.67	$584.64	$21,047.04	$0.00	$21,047.04
A la Carte Software									
101530	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	1	36		$104.08	$104.08	$3,746.88	$0.00	$3,746.88
Total							**$48,602.92**	**$0.00**	**$48,602.92**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101211	AXON AIR - SKYDIO SPEAKER FOR X10	1	1	07/01/2026
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	1	07/01/2026
A la Carte	102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	1	1	07/01/2026
AXON AIR R10 PATROL KIT BUNDLE	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	1	1	08/01/2026
A la Carte	101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1	1	08/01/2026
A la Carte	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1	1	08/01/2026
A la Carte	102469	AXON AIR - SKYDIO R10 BATTERY	1	1	08/01/2026
A la Carte	102472	AXON AIR - SKYDIO R10 SPARE PROPELLERS	1	1	08/01/2026
A la Carte	102494	AXON AIR - SKYDIO R10 SOLUTION REPLACEMENT	1	1	08/01/2026
A la Carte	102691	AXON AIR - SKYDIO DROPPER FOR X10	1	1	08/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR R10 PATROL KIT BUNDLE	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	08/01/2026	07/31/2029
AXON AIR R10 PATROL KIT BUNDLE	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	08/01/2026	07/31/2029
A la Carte	101530	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	1	08/01/2026	07/31/2029

EXHIBIT TO RESOLUTION

Services

Bundle	Item	Description	QTY
AXON AIR R10 PATROL KIT BUNDLE	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

EXHIBIT TO RESOLUTION

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	225 NW Main Blvd	Lake City	FL	32055-3919	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	101211	AXON AIR - SKYDIO SPEAKER FOR X10	1	$320.00	$0.00	$320.00
Upfront	101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1	$295.00	$0.00	$295.00
Upfront	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	$265.00	$0.00	$265.00
Upfront	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1	$370.00	$0.00	$370.00
Upfront	101530	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	1	$3,746.88	$0.00	$3,746.88
Upfront	102469	AXON AIR - SKYDIO R10 BATTERY	1	$350.00	$0.00	$350.00
Upfront	102472	AXON AIR - SKYDIO R10 SPARE PROPELLERS	1	$59.00	$0.00	$59.00
Upfront	102494	AXON AIR - SKYDIO R10 SOLUTION REPLACEMENT	1	$500.00	$0.00	$500.00
Upfront	102691	AXON AIR - SKYDIO DROPPER FOR X10	1	$950.00	$0.00	$950.00
Upfront	102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	1	$20,700.00	$0.00	$20,700.00
Upfront	A00030	AXON AIR R10 PATROL KIT BUNDLE	1	$21,047.04	$0.00	$21,047.04
Total				**$48,602.92**	**$0.00**	**$48,602.92**

EXHIBIT TO RESOLUTION

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXHIBIT TO RESOLUTION

Signature

Date Signed

5/6/2026



File Attachments for Item:

22. Discussion and Possible Action: Approval to waive the City's procurement process and authorize staff to use the vendor quotes previously obtained through the SV4C's competitive quote process for the removal of flooring at Five Points Elementary School for $66,533.40. (Procurement Director Brenda Karr)

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Procurement of Flooring

DEPT / OFFICE: Procurement

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal		6/10/2026

Recommended Action:
Approval to waive the city's procurement process and authorize staff to use the vendor quotes previously obtained through the SV4C's competitive quote process for the removal and installation of flooring at Five Points Elementary School.

Summary Explanation & Background: Five Points Elementary School requires the removal of existing flooring and installation of new flooring as part of the needed facility improvements. Under normal circumstances, this project would follow the City's standard procurement timeline, which includes a 30-day period for advertisement, bid submission, and Council approval, and can take up to 60 days for the full award process to completed. SV4C's has already completed their competitive quote process for this same scope of work. Vendors participating in that process were required to submit quotes within a two-week time frame, and three quotes were obtained. To ensure pricing competitiveness, the City also conducted its own diligence by requesting an additional quote from another vendor. That quote fell within the same pricing range as the quotes obtained by SV4C's, confirming that the pricing is reasonable and market-competitive.

Alternatives:
Delay project and formal solicitation.

Source of Funds:
To be determined.

Financial Impact:
$66,533.40

Exhibits Attached:
Quote Sheet provided by SV4C's.

SUWANNEE VALLEY 4CS
QUOTE SHEET

DESCRIPTION OF ITEM:

Five Points Elementary: 17 classrooms (buildings 7, 8, 10, 14) and Media Center

Flooring:
Remove and dispose of existing VCT tile, direct glue carpet, and vinyl base
Furnish and install:VCT, 20 oz. carpet, cove base, adhesive, and transitions

Date	Vendor Name	Quote (including delivery charges)	Comments (include any info. regarding match)
3/13/2026	Eric's Flooring 5055 S HWY 441 Lake City, FL 32025 (386) 243-8241 (Eric Adams)	$66,533.40	☐ Vendor Selected
3/11/2026	Wayne's Carpet Plus 3325 S US HWY 441 Suite 101 Lake City, FL 32025 (386) 719-4200 (Ryan Hardin)	$71,490.03	☐ Vendor Selected
3/16/2026	Sears Tile & Wood Flooring 10130 90th Trl. Live Oak, FL 32060 (386) 330-2257 (Ben Sears)	$77864.00	☐ Vendor Selected

Prepared by: _____ Date: _____

Approved by: _____ Date: _____

Quotes requested by: James McCormack
Suwannee Valley 4C's
Facilities Coordinator

File Attachments for Item:

23. Discussion and Possible Action: Requesting approval of job description for Superintendent of Parks. This is a temporary position created by the City Manager to assist the Executive Director of Utilities with overseeing the Parks Revitalization Project. (Human Resources Director BillieJo Bible)

MEETING DATE
6/15/2026

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Superintendent of Park Job Description

DEPT / OFFICE: Public Works

Originator: BillieJo Bible, Director of Human Resources		
City Manager Don Rosenthal	**Department Director** Steve Brown	**Date** 6/8/2026

Recommended Action:
Approval job description for Superintendent of Parks

Summary Explanation & Background:
A temporary position has been created by the City Manager for a Superintendent of Parks to assist the Executive Director of Utilities with overseeing the Parks Revitalization project.

Alternatives:
N/A

Source of Funds:
N/A

Financial Impact:
N/A

Exhibits Attached:
Job Description

City of Lake City, FL
Classification Description

Classification Title: SUPERINTENDENT OF PARKS **Pay Grade: General/Open**
Department: PUBLIC WORKS **FLSA Status: Non-Exempt**

General Description

This position is responsible for supervision and coordination of park operations with a primary focus on new park construction, park facilities and grounds maintenance, and safety management. Oversee the development, improvement, and upkeep of City parks and recreational facilities to ensure they are safe, functional, attractive, and accessible to the public. This position works under the direct supervision of the Executive Director of Utilities.

Nature of Work

Essential Functions:

- Plan, oversee, and coordinate new park construction, renovations, and capital improvement projects.
- Manage projects timelines, budgets, materials, and contractor performance.
- Reviews plans, specifications, and site layouts for park development in infrastructure improvements.
- Coordinate with engineers, architects, contractors, utility providers, and City departments before, during and after project design and construction.
- Conducts site inspections to monitor project progress and ensure quality standards are met.
- Assist in identifying future park development needs and long-range improvement planning.

(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:

Knowledge, Skills and Abilities:

- Knowledge of facilities maintenance functions
- Knowledge of landscape maintenance and turf installation
- Knowledge of tools and equipment to do related work
- Knowledge of grounds keeping practices and principles
- Ability to operate light equipment
- Ability to perform heavy manual labor under various weather conditions
- Ability to follow written and verbal instructions
- Skill in the operation and preventative maintenance of equipment and related tools

Education and Experience:

Must be a high school graduate or possession of an acceptable equivalency diploma (GED), and at least five (5) years of experience.

Licenses, Certifications or Registrations:

Valid Florida Driver's License

Essential Physical Skills:

- Moderate/occasional (25 pounds and over) lifting and carrying
- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Walking
- Stand
- Kneeling
- Bending
- Driving
- Operating equipment
- Stooping

Environmental Conditions:

- Works outside in various weather conditions
- Heights (up to 15 feet)

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