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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

September 16, 2024 at 6:00 PM

Venue: City Hall

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## AGENDA

### REVISED

**Revised 9/13/2024: Item #14; supporting documentation added, Item #15; supporting documentation added.**

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

### **Pledge of Allegiance**

**Invocation** - Council Member James Carter

### **Roll Call**

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

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

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

### **Approval of Agenda**

**Proclamations** - None

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

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments*

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

## **Budget Hearing**

### **Open Final Hearing of the FY 2024-2025 Budget**

1. City Council Resolution No. 2024-105 - A resolution of the City of Lake City, Florida, adopting the Millage Rate and Final Levy of Ad Valorem Taxes for Fiscal Year 2024-2025; making certain findings of fact in support of the City adopting said millage rate and final levy of ad valorem taxes; repealing all prior resolutions in conflict; and providing an effective date.

Passed on first reading 9/3/2024

2. City Council Resolution No. 2024-106 - A resolution of the City of Lake City, Florida, adopting the Final Budget for Fiscal Year 2024-2025; making certain findings of fact in support of the City adopting said Final Budget; repealing all prior resolutions in conflict; and providing an effective date.

Passed on first reading 9/3/2024

## **Close Hearing**

### **Approval of Consent Agenda**

3. Minutes - August 19, 2024 Regular Session
4. Minutes - August 21, 2024 Council Budget Workshop
5. Minutes - August 22, 2024 Council Budget Workshop
6. Minutes - September 3, 2024 Workshop
7. City Council Resolution No. 2024-055 - A resolution of the City of Lake City, Florida, approving that certain amendment to the lease agreement with Champion Home Builders, Inc., a Delaware Corporation, as successor in interest to Homes of Merit, Inc., a Florida Corporation, to extend the lease for one (1) year; 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 agreement; directing the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

8. City Council Resolution No. 2024-108 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and North Florida Professional Services, Inc., a Florida Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related 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.
9. City Council Resolution No. 2024-109 - A resolution of the City of Lake City, Florida, approving that certain Amendment No. 3 to Agreement No. WG057 between the City and State of Florida Department of Environmental Protection, recognizing said amendment provides; recognizing said amendment provides for an extension of time for completing SR47/I-75 Wastewater Improvements and an extension thereof to the Casey Jones RV Park; recognizing said amendment updates other provisions of said agreement; recognizing said amendment updates other provisions of said agreement; making certain findings of fact in support of the City approving amendment; recognizing the authority of the Mayor to execute and bind the City to said amendment; directing the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.
10. City Council Resolution No. 2024-110 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One pursuant to the continuing contract with Toco Engineering, LLC, a Florida Limited Liability Company; providing for engineering services to develop a skate park and a master plan for Young's Park; 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.
11. City Council Resolution No. 2024-112 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the United States Department of Transportation Federal Aviation Administration for the administration of Federal Grant Funds arising from the Bipartisan Infrastructure Law - Airport Infrastructure Grant Project Number 3-12-0039-031-2024; 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, as appropriate, to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

- [12.](#) City Council Resolution No. 2024-113 - A resolution of the City of Lake City, Columbia County, Florida, approving the 2020 Federal Highway Administration Adjusted Urban Area Boundary for the City of Lake City, Florida Urban Area, Florida, and functional classifications for City of Lake City, Florida, as prepared by the Florida Department of Transportation; making certain findings of fact in support of the City approving said Adjusted Urban Area Boundary; recognizing the authority of the Mayor to execute and bind the City to said Adjusted Urban Area Boundary; directing the Mayor to execute and bind the City to said Adjusted Urban Area Boundary; repealing all prior resolutions in conflict; and providing an effective date.

**Presentations** - None

**Old Business**

Ordinances - None

Resolutions - None

Other Items - None

**New Business**

Ordinances

**Open Quasi - Judicial Hearing**

- [13.](#) City Council Ordinance No. 2024-2293 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 24-03 submitted by VYP, LLC, a Florida Limited Liability Company, formerly known as JCP-VYP, LLC, a Florida Limited Liability Company, the owner of said real property, relating to voluntary annexation; making findings of fact in support thereof; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. This property is located on Highway 90 West across from CVS.

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

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

**Clerk should take custody of exhibits.**

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

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

### **Close Quasi - Judicial Hearing**

Adopt City Council Ordinance No. 2024-2293 on first reading

### Resolutions

- [14.](#) City Council Resolution No. 2024-068 - A resolution of the City of Lake City, Florida, approving that certain second amendment to the amended and restated contract for Collection & Disposal Services for Solid Waste & Recycling between the City and Waste Pro of Florida, Inc., a Florida Corporation; finding said second amendment, among other things, extends said contract; making certain findings of fact in support of the City approving said second amendment; recognizing the authority of the Mayor to execute and bind the City to said second amendment; directing the Mayor to execute and bind the City to said second amendment; repealing all prior resolutions in conflict; and providing an effective date.
- [15.](#) City Council Resolution No. 2024-107 - A resolution of the City of Lake City, Florida, rescinding Resolution 2024-025; making findings of fact in support thereof; declaring a Moratorium on the acceptance and/or approval of applications for the renaming of Public Ways and Private Ways by the City Manager; making findings of fact in support thereof; providing for conflicts; providing for severability; providing for an effective date.(Presley Lane to NE Railroad St) (Council Member Ricky Jernigan)

Other Items - None

**Departmental Administration** - None

**Comments by Council Members**

Council Member James Carter

Council Member Jake Hill, Jr.

Council Member Ricky Jernigan

Council Member Chevella Young

Mayor Stephen Witt

**Adjournment**

**YouTube Information**

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

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

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

**File Attachments for Item:**

1. City Council Resolution No. 2024-105 - A resolution of the City of Lake City, Florida, adopting the Millage Rate and Final Levy of Ad Valorem Taxes for Fiscal Year 2024-2025; making certain findings of fact in support of the City adopting said millage rate and final levy of ad valorem taxes; repealing all prior resolutions in conflict; and providing an effective date.

Passed on first reading 9/3/2024

# RESOLUTION NO 2024 - 105

## CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MILLAGE RATE AND FINAL LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2024 – 2025; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID MILLAGE RATE AND FINAL LEVY OF AD VALOREM TAXES; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida, on September 3, 2024 held a public hearing concerning the Fiscal Year 2024-2025 Tentative Millage Rate, as required by Section 200.065, Florida Statutes; and

**WHEREAS**, at the conclusion of said public hearing on September 3, 2024 the City Council of the City of Lake City, Florida adopted Resolution 2024-098 tentatively establishing the Fiscal Year 2024-2025 Millage Rate at 5.2410 mils; and

**WHEREAS**, as required by Section 200.065, Florida Statutes, the City of Lake City, Florida provided notice in a newspaper of general circulation in Columbia County, Florida of a final public hearing to be held on September 16, 2024 concerning the Fiscal Year 2024-2025 Final Millage Rate; and

**WHEREAS**, the City Council of the City of Lake City, Florida, on September 16, 2024 did hold a public hearing concerning the Fiscal Year 2024-2025 Final Millage Rates, as required by Section 200.065, Florida Statutes; and

**WHEREAS**, at said public hearing the City Council discussed and heard available comments offered by the public regarding the millage rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased; and

**WHEREAS**, at said public hearing, the City Council heard available comments offered by the public regarding such proposed final millage rate; and

**WHEREAS**, at said public hearing, the City Council allowed the general public to speak and to ask questions prior to adoption of such proposed final millage rate by the City Council; now therefore

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

**Section 1. ESTABLISHING MILLAGE RATE.**

The final operating millage rate for the City of Lake City for fiscal year 2024-2025 is 5.2410 mils, which represents a 11.91% increase over the rolled-back rate of 4.6831 mils, and such final operating millage rate is hereby adopted.

**Section 2. HEARING FOR FINAL ADOPTION.**

In accordance with Section 200.065(2), Florida Statutes, the final public hearing for the City Council of the City of Lake City to consider and adopt a final millage rate for fiscal year 2024-2025 for the City



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of Lake City was held on September 16, 2024 at 6:00 PM or as soon thereafter as such matter could be heard.

**Section 3. NOTICE AGENCIES AND TAXING AUTHORITIES.**

The City Manager and City Clerk are directed to take all such necessary and proper action in compliance with Section 200.065(2), Florida Statutes, to forward this resolution approving the final millage to the Florida Department of Revenue, Columbia County Property Appraiser, and Columbia County Tax Collector within three days after the final budget hearing.

**Section 4. REPEAL OF CONFLICTS.**

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 5. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption by the City Council of the City of Lake City.

**PUBLICLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of September, 2023.

**APPROVED AND ADOPTED**, by an affirmative vote of at least two-thirds of the membership of the City Council of the City of Lake City, Florida, at a regular meeting, this 3<sup>rd</sup> day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Hon. Stephen M. Witt, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

2. City Council Resolution No. 2024-106 - A resolution of the City of Lake City, Florida, adopting the Final Budget for Fiscal Year 2024-2025; making certain findings of fact in support of the City adopting said Final Budget; repealing all prior resolutions in conflict; and providing an effective date.

Passed on first reading 9/3/2024

# **RESOLUTION NO 2024-106**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024 – 2025; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID FINAL BUDGET; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida, on September 3, 2024 held a public hearing concerning the Fiscal Year 2024-2025 Tentative Budget, as required by Section 200.065, Florida Statutes; and

**WHEREAS**, at the conclusion of said public hearing on September 3, 2024 the City Council of the City of Lake City, Florida adopted Resolution 2024-099 tentatively establishing the budget for Fiscal Year 2024-2025 at \$75,233,566.00; and

**WHEREAS**, as required by Section 200.065, Florida Statutes, the City of Lake City, Florida provided notice in a newspaper of general circulation in Columbia County, Florida of a final public hearing to be held on September 16, 2024 concerning the Fiscal Year 2024-2025 Budget; and

**WHEREAS**, the City Council of the City of Lake City, Florida, on September 16, 2024 did hold a public hearing concerning the Fiscal Year 2024-2025 Final Budget, as required by Section 200.065, Florida Statutes; and

**WHEREAS**, at said public hearing, the City Council allowed the general public to speak and to ask questions prior to adoption of such proposed final budget by the City Council; and

**WHEREAS**, the City of Lake City, Florida set forth the appropriations and revenue estimate for the Budget for fiscal year 2024-2025 in the amount of \$75,233,566.00; now, therefore,

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

### **Section 1. ADOPTION OF FINAL BUDGET.**

The final budget for the City of Lake City for fiscal year 2024-2025 in the form attached hereto is hereby adopted.

### **Section 2. HEARING FOR FINAL ADOPTION.**

In accordance with Section 200.065(2), Florida Statutes, the final public hearing for the City Council of the City of Lake City to consider and adopt a final budget for fiscal year 2024-2025 for the City of Lake City was held on September 16, 2024 at 6:00 PM, or as soon thereafter as

such matter could be heard.

**Section 3. REPEAL OF CONFLICTS.**

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 4. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption by the City Council of the City of Lake City.

**PUBLICLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of September, 2023.

**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 3<sup>rd</sup> day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Hon. Stephen M. Witt, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## Exhibit

<b>BUDGET SUMMARY CITY OF LAKE CITY FISCAL YEAR 2024-2025</b>							
<b>THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF LAKE CITY ARE 7.8% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES</b>							
5.241							
ESTIMATED REVENUES	GENERAL FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS	ENTERPRISE FUNDS	TOTAL ALL FUNDS	
Taxes: Millage Per \$1000							
Ad Valorem Taxes 5.2410	\$ 5,552,017		\$ 164,158			\$ 5,716,175	
Non Property Taxes	6,090,889		-			6,090,889	
Charges for Services	996,447		4,986,386		23,161,424	29,144,257	
Intergovernmental Revenues	2,443,498		987,815	165,000		3,596,313	
Capital Grants/Contributions	984,473				3,253,440	4,237,913	
Franchise Fees and Permits	2,358,094					2,358,094	
Fines and Forfeitures	66,073					66,073	
Interfund Charges	1,330,000					1,330,000	
Miscellaneous Revenues	509,295		257,700		351,713	1,118,708	
Investment Earnings	-		2,000		51,494	53,494	
<b>TOTAL SOURCES</b>	<b>20,330,786</b>		<b>6,398,059</b>	<b>165,000</b>	<b>26,818,071</b>	<b>53,711,916</b>	
Transfers In	910,000	844,443	925,056	-	489,672	3,169,171	
Fund Balances/Reserves/Net Assets	7,325,923		636,449	1,642,357	8,747,740	18,352,469	
<b>TOTAL REVENUES, TRANSFERS AND BALANCES</b>	<b>\$ 28,566,709</b>	<b>\$ 844,443</b>	<b>\$ 7,959,564</b>	<b>\$ 1,807,357</b>	<b>\$ 36,055,483</b>	<b>\$ 75,233,556</b>	
<b>EXPENDITURES</b>							
General Government	\$ 9,744,921			\$ 1,642,357		\$ 11,387,278	
Public Safety	9,413,105		3,548,885			12,961,990	
Physical Environment	597,628					597,628	
Economic Environment			1,322,989		31,956,702	33,279,691	
Transportation	6,116,853		2,486,728	165,000		8,768,581	
Debt Service		844,443	600,962		3,188,781	4,634,186	
Health and Welfare	294,500					294,500	
Culture and Recreation	394,500					394,500	
<b>TOTAL EXPENDITURES</b>	<b>26,561,507</b>	<b>844,443</b>	<b>7,959,564</b>	<b>1,807,357</b>	<b>35,145,483</b>	<b>72,318,354</b>	
Transfers Out	2,005,202		-	-	910,000	2,915,202	
Fund Balances/Reserves/Net Assets						-	
<b>TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES AND BALANCES</b>	<b>\$ 28,566,709</b>	<b>\$ 844,443</b>	<b>\$ 7,959,564</b>	<b>\$ 1,807,357</b>	<b>\$ 36,055,483</b>	<b>\$ 75,233,556</b>	
The tentative, adopted, and/or final budgets are on file in the office of the City Clerk of the above referenced taxing authority as a public record.							

**File Attachments for Item:**

3. Minutes - August 19, 2024 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on August 19, 2024 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Chevella Young

ROLL CALL

Mayor/Council Member  
City Council

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

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

APPROVAL OF AGENDA

Mayor Witt reported Item #19 would be heard before Item #18. **Mr. Jernigan made a motion to approve the agenda as amended. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.**

PROCLAMATIONS/RECOGNITIONS

1. City of Lake City Price Creek Water Treatment Plant receives Medium Public Water System of the Year Award 2024 from Florida Rural Water Association (City Manager Don Rosenthal)

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- George Hudson
- Sylvester Warren

APPROVAL OF CONSENT AGENDA

PUBLIC COMMENT: Sylvester Warren

2. Minutes - August 2, 2024 Emergency Called City Council Meeting
3. Minutes - August 5, 2024 Regular Session

4. City Council Resolution No. 2024-056 - A resolution of the City of Lake City, Florida, as the operator of the Lake City Gateway Airport; accepting from the Florida Fish and Wildlife Commission the donation of a surplus generator provided by the United States Department of Defense; making certain findings of fact in support of the City approving said donation; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said surplus property to the Lake City Gateway Airport; directing the Mayor to execute such documents as are necessary to transfer ownership of said surplus property to the Lake City Gateway Airport; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2024-079 - A resolution of the City of Lake City, Florida, appointing Tanya Johnson to serve through the end of the current term in seat "B" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2026; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
6. City Council Resolution No. 2024-080 - 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.
7. City Council Resolution No. 2024-081 - A resolution of the City of Lake City, Florida, approving that certain application by the Lake City Police Department for funds from the Edward Byrne Memorial Justice Assistance Grant to purchase portable vehicle barriers; making certain findings of fact in support of the City applying for such grant funds; recognizing the authority of the City Manager or his designee to submit such application; directing the City Manager or his designee to submit such application; repealing all prior resolutions in conflict; and providing an effective date.
8. City Council Resolution No. 2024-082 - A resolution of the City of Lake City, Florida, approving and adopting that certain amendment to Agreement No LPS0090 between the City and the Florida Department of Environmental Protection to continue the Lake City Recharge Wetland Expansion; revising the scope of work of such expansion to include preconstruction activities such as surveys, environmental assessments, and engineering for reimbursement; making certain findings of fact in support of the City approving and adopting said Amendment; recognizing the authority of the Mayor to execute and bind the City to said Amendment; directing the Mayor to execute and bind the City to said Amendment; repealing all prior resolutions in conflict; and providing an effective date.



9. City Council Resolution No. 2024-083 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and AECOM Technical Services, Inc., a California Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related 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.
10. City Council Resolution No. 2024-084 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and Greenman-Pedersen, Inc., a New York Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related services; making certain findings of fact in support of the City approving said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.
11. City Council Resolution No. 2024-085 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and Dewberry Engineers, Inc., a New York Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related 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.
12. City Council Resolution No. 2024-086 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and WSP USA Environment & Infrastructure, Inc., a Nevada Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related 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.
13. City Council Resolution No. 2024-087 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and Johnson, Mirmiran & Thompson, Inc., a Maryland Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related services; making certain findings of fact in support of the City approving 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.
14. City Council Resolution No. 2024-088 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and Barge Design Solutions, Inc., a Tennessee Corporation, for engineering assessments, project

development, design, permitting, construction monitoring, and other related 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.

15. City Council Resolution No. 2024-089 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and Terracon Consultants, Inc., a Delaware Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related 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; repealing all prior resolutions in conflict; and providing an effective date.
16. Approval to pay Final Payment Request to Atlantic Lining Company in the amount of \$257, 613.65 for replacing the 45-million-gallon effluent reservoir liner at the Kicklighter Facility. Cody Pridgeon, Director of Wastewater, recommends approving the final payment as they completed the work ahead of schedule and did an exceptional job.

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

## OLD BUSINESS

### Ordinances

#### **Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

#### **Preliminary Matters (Attorney Clay Martin):**

#### **The City Attorney shall read the ordinance by title.**

17. City Council Ordinance No. 2024-2289 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to petition No. ANX 24-04, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. This voluntary annexation is for Dallas Keen and the property is located at the corner of SE Lochlynn Terrace and Lanvale, which is near KC's Produce.

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

Ms. Young No  
Mr. Carter No  
Mr. Hill No  
Mr. Jernigan No  
Mayor Witt No

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.** (Robert Angelo from Growth Management Department and one person in audience)

**Clerk should take custody of exhibits.** Mr. Angelo provided documents attached as Exhibit 1.

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

- A. Brief introduction of ordinance by city staff.** (Robert Angelo)
- B. Presentation of application by applicant.** (Dallas Keen)
- C. Presentation of evidence by city staff.** (Robert Angelo)
- D. Presentation of case by third party intervenors, if any.** (None)
- E. Public comments.** (None)
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.** (Mr. Jernigan)
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2289 on final reading. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

NEW BUSINESS

Ordinances

**Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

**Preliminary Matters (Attorney Clay Martin):**

**The City Attorney shall read the ordinance by title.**

19. City Council Ordinance No. 2024-2276 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to petition No. ANX 24-01, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. This voluntary annexation is for Cecilia Davis and the property is located on Hwy 441 North across from the Target Distribution Center.

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.** (None reported; this was covered under previous ordinance)

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.** (Robert Angelo from Growth Management Department was still sworn in under previous ordinance)

**Clerk should take custody of exhibits.**

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

**A. Brief introduction of ordinance by city staff.** (Robert Angelo)

**B. Presentation of application by applicant.** (None)

**C. Presentation of evidence by city staff.**

**D. Presentation of case by third party intervenors, if any.** (None)

**E. Public comments.** (None)

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.** (Mr. Jernigan)

**H. Closing comments by parties.**

**I. Instruction on law by attorney.**

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

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2276 on first reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Old Business – Other Items

- 18. For Informational Purposes Only: Non-Profit Zoom Grant Application (Assistant City Manager Dee Johnson)

Mr. Johnson reported a Citizen Workshop would be held Monday, August 26, 2024 at 5:30 PM regarding the Zoom Grant Application. The application would be open from August 27, 2024 until September 26, 2024, with funds being dispersed October 1, 2024.

New Business – Other Items

- 20. For Informational Purposes Only: Folds Walker, LLC Invoices for May and June 2024

City Clerk Audrey Sikes verified with members whether they would still like to review attorney invoices each month. Members concurred to remove the invoices from future agendas until further notice.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Mr. Hill asked for an update regarding funding to the Richardson Community Center Cheer Champions. Assistant City Manager Dee Johnson reported this topic would be on the upcoming agenda. Ms. Young instructed the president of the Cheer Champions to get additional information for the upcoming agenda to City Clerk Audrey Sikes.

ADJOURNMENT

**Mr. Carter made a motion to adjourn at 7:22 PM and the motion carried unanimously on a voice vote.**

---

Stephen M. Witt, Mayor/Council Member

---

Audrey Sikes, City Clerk

Exhibit 1  
Ordinance No. 2024-2289

Parcel 06153-002



Search result (1 of 4) ▶ □ ✕

664 NW Ridgewood Ave, Lake City, FL, 32055, USA

[Zoom to](#) ⋮



#### **ANX24-04 Notes**

1. Annexing parcel 06651-000 which is .43 acres.
2. To building homes.
3. Property is currently zoned RSF/MH 2 Co
4. Property is contiguous to RSF-3 zoning district.

# 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 2024-2289- Annexation of real property within Columbia County.

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

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

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

---

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

1. Summary of the proposed ordinance:

The voluntary annexation of a parcel of land contiguous to the boundaries of the City of Lake City, FL.

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):

*City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by posting on the City website.*

*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).*

## **NOTICE OF VOLUNTARY ANNEXATION**

NOTICE IS HEREBY GIVEN, pursuant to Section 171.044, Florida Statutes, as amended, that the ordinance, which title hereinafter appears, will be considered for enactment by the City Council of the City of Lake City, Florida, on August 19, 2024 at 6:00 p.m., or as soon thereafter as the matter can be heard in the City Council Meeting Room, Second Floor, City Hall located at 205 North Marion Avenue, Lake City, Florida. At the aforementioned public hearing all interested parties may be heard with respect to the ordinance. The complete legal description of the areas to be annexed, as well as a copy of the ordinance, can be obtained from the Office of the City Clerk, City Hall located at 205 North Marion Avenue, Lake City, Florida, during regular business hours.

Ordinance No. 2024-2289, Petition No. ANX 24-04, by Dallas Keen, provides for the voluntary annexation of a parcel of land contiguous to the boundaries of the City of Lake City, Florida, as shown on the location map below. The area to be annexed is located in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. The area to be annexed consists of 0.43 acres, more or less.



The title of said ordinance reads, as follows:

ORDINANCE NO. 2024-2289

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 24-04, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

Those attendees wishing to share a document must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting.

Copies of the petition for voluntary annexation and the ordinance adopting the voluntary annexation are available for public inspection by contacting the Office of the City Clerk at [clerk@lcfla.com](mailto:clerk@lcfla.com) or by calling 386.719.5826.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in these proceedings should contact Joyce Bruner, Office of City Manager, 386.719.5768 at least 48 hours prior to the proceedings. If you are hearing or speech impaired, please contact the Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY).

SEVENTY-FIVE (75) FEET OFF THE EAST SIDE OF LOTS 1,2,3,4 AND 5 OF BLOCK I, MELROSE PARK SUBDIVISION AS PER PLAT FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, COLUMBIA COUNTY, FLORIDA; AND THE NORTH ONE-HALF (1/2) OF THAT PORTION OF HEDGE STREET WHICH HAS BEEN CLOSED, VACATED AND ABANDONED BY THE CITY OF COUNCIL ORDINANCE NO. 2013-2040, WHICH IS ADJACENT AND CONTIGUOUS WITH THE EAST 75 FEET OF LOT 5 OF BLOCK I OF MELROSE PARK SUBDIVISION, A SUBDIVISION PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

NOTICE OF ENACTMENT OF ANNEXATION ORDINANCE  
BY THE CITY COUNCIL OF THE  
CITY OF LAKE CITY, FLORIDA

NOTICE IS HEREBY GIVEN that the ordinance, which title hereinafter appears, will be considered for enactment by the City Council of the City of Lake City, Florida, at a public hearing to be held on August 19, 2024 at 6:00 p.m., as soon thereafter as the matter can be heard in the City Council Meeting Room, Second Floor, City Hall located at 205 North Marion Avenue, Lake City, Florida. At the aforementioned public hearing, all interested parties may appear and be heard with respect to the petition and the ordinance adopting the petition. Copies of the petition and the ordinance adopting the petition are available for public inspection by contacting the Office of the City Clerk at [clerk@lcfla.com](mailto:clerk@lcfla.com) or 386.719.5826. The title of said ordinance reads, as follows:

**ORDINANCE NO. 2024-2289**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 24-04, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

Members of the public may also view the meeting on our YouTube channel at: <https://www.youtube.com/channel/UC28Eyfa2Uogc-8VTWqafG3w>.

Those attendees wishing to share a document must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in these proceedings should contact the Office of City Manager at 386.719.5768 at least 48 hours prior to the proceedings. If you are hearing or speech impaired, please contact the Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY).



June 25, 2024

Board of County Commissioners  
Columbia County, FL  
135 NE Hernando Avenue, Suite 203  
Lake City, FL 32055

RE: Petition No. ANX 24-04 (Dallas Keen)

Letter for Notice of Voluntary Annexation  
Map Concerning Voluntary Annexation

Dear Board of County Commissioners, Columbia County, FL

Please find enclosed the above referenced notice of voluntary annexation and map concerning area of voluntary annexation.

If you have any questions concerning the matter please contact Robert Angelo, Planning and Zoning Tech, Lake City, FL, at 386-719-5820.

Sincerely,

Robert Angelo  
Planning and Zoning Tech  
City of Lake City

## **NOTICE OF VOLUNTARY ANNEXATION**

NOTICE IS HEREBY GIVEN, pursuant to Section 171.044, Florida Statutes, as amended, that the ordinance, which title hereinafter appears, will be considered for enactment by the City Council of the City of Lake City, Florida, on August 19, 2024 at 6:00 p.m., or as soon thereafter as the matter can be heard in the City Council Meeting Room, Second Floor, City Hall located at 205 North Marion Avenue, Lake City, Florida. At the aforementioned public hearing all interested parties may be heard with respect to the ordinance. The complete legal description of the areas to be annexed, as well as a copy of the ordinance, can be obtained from the Office of the City Clerk, City Hall located at 205 North Marion Avenue, Lake City, Florida, during regular business hours.

Ordinance No. 2024-2289, Petition No. ANX 24-04, by Dallas Keen, provides for the voluntary annexation of a parcel of land contiguous to the boundaries of the City of Lake City, Florida, as shown on the location map below. The area to be annexed is located in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. The area to be annexed consists of 0.43 acres, more or less.



**ANX 24-04**

**Parcel 06651-000**



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**ORDINANCE NO. 2024-2289**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 24-04, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

**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 annex real property into the corporate boundaries of the City of Lake City, Florida, hereinafter referred to as the City;

**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 owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** Pursuant to a petition, ANX 24-04, by Dallas Keen, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the corporate boundaries of City.

Parcel Number: 33-3S-17-06651-000

SEVENTY-FIVE (75) FEET OFF THE EAST SIDE OF LOTS 1,2,3,4 AND 5 OF BLOCK I, MELROSE PARK SUBDIVISION AS PER PLAT FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, COLUMBIA COUNTY, FLORIDA; AND THE NORTH ONE-HALF (1/2) OF THAT PORTION OF HEDGE STREET WHICH HAS BEEN CLOSED, VACATED AND ABANDONED BY THE CITY OF COUNCIL ORDINANCE NO. 2013-2040, WHICH IS ADJACENT AND CONTIGUOUS WITH THE EAST 75 FEET OF LOT 5 OF BLOCK I OF MELROSE PARK SUBDIVISION, A SUBDIVISION PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

PARCEL CONTAINS 0.43 ACRES, MORE OR LESS.

**Section 2.** The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

**Section 3.** The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

**Section 4.** The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

**Section 5.** The boundaries of the City are hereby redefined to include the real property described in

49 Section 1 hereof.

50 **Section 6.** Annexation. The real property, described in Section 1 above, shall continue to be classified as  
51 follows: RESIDENTIAL LOW CO under the land use classifications as designated on the Future Land Use  
52 Plan Map of the County Comprehensive Plan and classified as RESIDENTIAL SINGLE FAMILY 2 CO (RSF-  
53 2 CO) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development  
54 Regulations until otherwise changed or amended by appropriate ordinance of the City.

55 **Section 7.** Effective January 1, 2025, all real property lying within the boundaries of the City, as hereby  
56 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general  
57 and special assessments.

58 **Section 8.** All persons who have been lawfully engaged in any occupation, business, trade or profession,  
59 within the area, described in Section 1 above, upon the effective date of this ordinance under a valid  
60 license or permit issued by the County and all other necessary state or federal regulatory agencies, may  
61 continue such occupation, business, trade or profession within the entire boundaries of the City, as herein  
62 defined, upon securing a valid occupational license from the City, which shall be issued upon payment of  
63 the appropriate fee, without the necessity of taking or passing any additional examination or test which  
64 otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

65 **Section 9.** The City Clerk is hereby directed to file, within seven (7) days of the effective date of this  
66 ordinance, a certified copy of this ordinance with the following:

- 67 a) Florida Department of State, Tallahassee, Florida;
- 68 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- 69 c) Clerk of the Circuit Court of the County;
- 70 d) Chief Administrative Officer of the County;
- 71 e) Property Appraiser of the County;
- 72 f) Tax Collector of the County; and
- 73 g) All public utilities authorized to conduct business within the City.

74 **Section 10. Severability.** If any provision or portion of this ordinance is declared by any court of competent  
75 jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of  
76 this ordinance shall remain in full force and effect.

77 **Section 11. Conflict.** All ordinances or portions of ordinances in conflict with this ordinance are hereby  
78 repealed to the extent of such conflict.

79 **Section 12. Effective Date.** This ordinance shall become effective upon adoption.

80 **Section 13. Authority.** This ordinance is adopted pursuant to the authority granted by Section 166.021,  
81 Florida Statutes, as amended, and Sections 171.011 through 171.094, Florida Statutes, as amended.

82 DONE, NOTICE TO BOARD OF COUNTY COMMISSINERS, by certified letter, by the City  
83 Clerk of the City of Lake City, on the 25th day of June, 2024.

84 DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lake City,  
85 Florida, by the City Clerk of the City of Lake City, Florida on the 10th day of July, 2024

86 and on the 17th day of July, 2024.

87 PASSED UPON FIRST READING on the 5th day of August 2024.

88 DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lake City,  
89 Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of \_\_\_\_\_, 2024.

90  
91 PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session

92 with a quorum present and voting, by the City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

93  
94 Attest:

CITY COUNCIL OF THE  
CITY OF LAKE CITY, FLORIDA

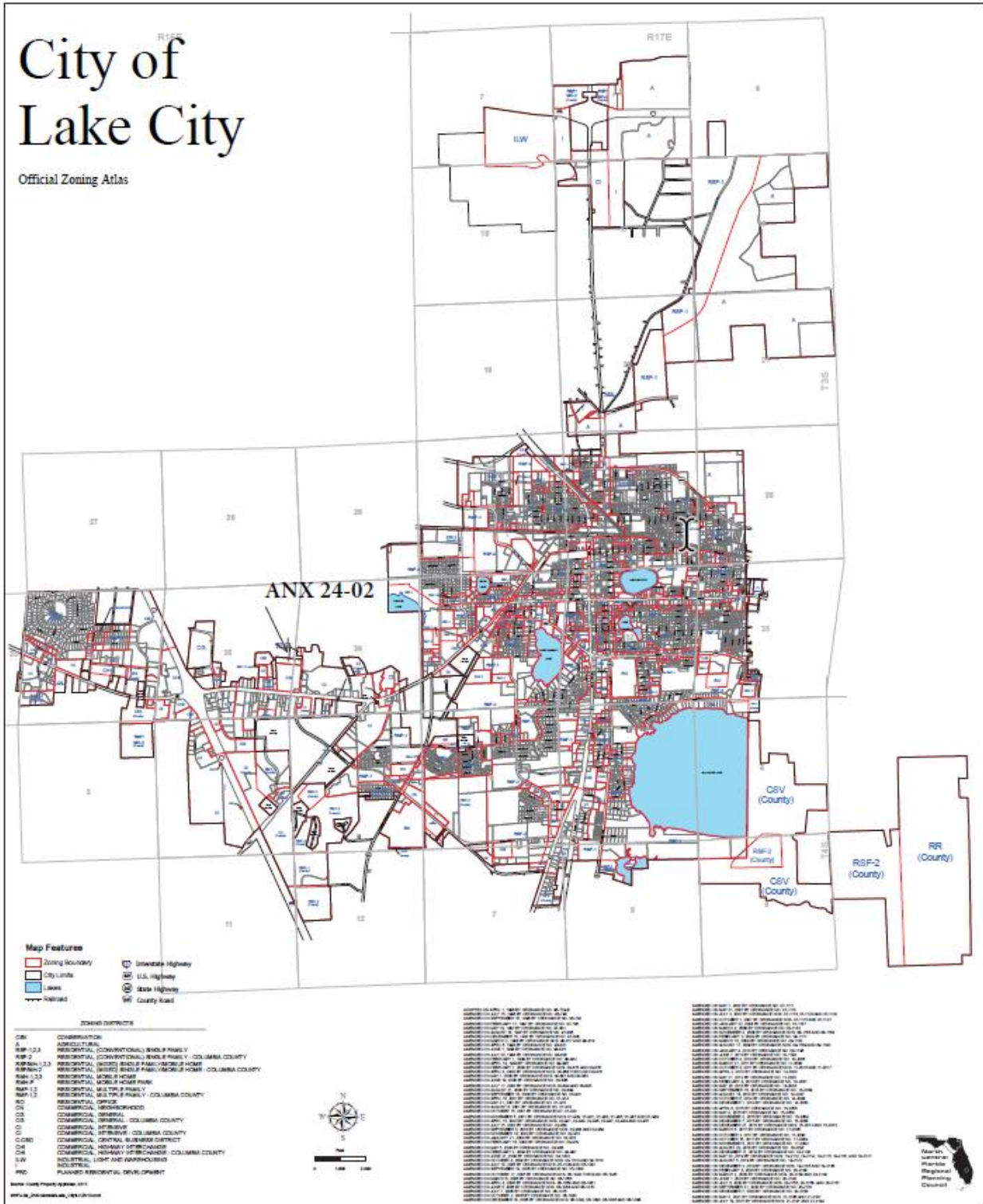
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98 Audrey Sikes, City Clerk

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Stephen M. Witt, Mayor

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100 APPROVED AS TO FORM AND LEGALITY:

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104 Clay Martin, City Attorney

First Reading Only





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**ORDINANCE NO. 2024-2289**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 24-04, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

**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 annex real property into the corporate boundaries of the City of Lake City, Florida, hereinafter referred to as the City;

**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 owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** Pursuant to a petition, ANX 24-04, by Dallas Keen, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the corporate boundaries of City.

Parcel Number: 33-3S-17-06651-000

SEVENTY-FIVE (75) FEET OFF THE EAST SIDE OF LOTS 1,2,3,4 AND 5 OF BLOCK I, MELROSE PARK SUBDIVISION AS PER PLAT FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, COLUMBIA COUNTY, FLORIDA; AND THE NORTH ONE-HALF (1/2) OF THAT PORTION OF HEDGE STREET WHICH HAS BEEN CLOSED, VACATED AND ABANDONED BY THE CITY OF COUNCIL ORDINANCE NO. 2013-2040, WHICH IS ADJACENT AND CONTIGUOUS WITH THE EAST 75 FEET OF LOT 5 OF BLOCK I OF MELROSE PARK SUBDIVISION, A SUBDIVISION PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

PARCEL CONTAINS 0.43 ACRES, MORE OR LESS.

**Section 2.** The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

**Section 3.** The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

**Section 4.** The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

**Section 5.** The boundaries of the City are hereby redefined to include the real property described in

49 Section 1 hereof.

50 **Section 6.** Annexation. The real property, described in Section 1 above, shall continue to be classified as  
51 follows: RESIDENTIAL LOW CO under the land use classifications as designated on the Future Land Use  
52 Plan Map of the County Comprehensive Plan and classified as RESIDENTIAL SINGLE FAMILY 2 CO (RSF-  
53 2 CO) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development  
54 Regulations until otherwise changed or amended by appropriate ordinance of the City.

55 **Section 7.** Effective January 1, 2025, all real property lying within the boundaries of the City, as hereby  
56 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general  
57 and special assessments.

58 **Section 8.** All persons who have been lawfully engaged in any occupation, business, trade or profession,  
59 within the area, described in Section 1 above, upon the effective date of this ordinance under a valid  
60 license or permit issued by the County and all other necessary state or federal regulatory agencies, may  
61 continue such occupation, business, trade or profession within the entire boundaries of the City, as herein  
62 defined, upon securing a valid occupational license from the City, which shall be issued upon payment of  
63 the appropriate fee, without the necessity of taking or passing any additional examination or test which  
64 otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

65 **Section 9.** The City Clerk is hereby directed to file, within seven (7) days of the effective date of this  
66 ordinance, a certified copy of this ordinance with the following:

- 67 a) Florida Department of State, Tallahassee, Florida;
- 68 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- 69 c) Clerk of the Circuit Court of the County;
- 70 d) Chief Administrative Officer of the County;
- 71 e) Property Appraiser of the County;
- 72 f) Tax Collector of the County; and
- 73 g) All public utilities authorized to conduct business within the City.

74 **Section 10. Severability.** If any provision or portion of this ordinance is declared by any court of competent  
75 jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of  
76 this ordinance shall remain in full force and effect.

77 **Section 11. Conflict.** All ordinances or portions of ordinances in conflict with this ordinance are hereby  
78 repealed to the extent of such conflict.

79 **Section 12. Effective Date.** This ordinance shall become effective upon adoption.

80 **Section 13. Authority.** This ordinance is adopted pursuant to the authority granted by Section 166.021,  
81 Florida Statutes, as amended, and Sections 171.011 through 171.094, Florida Statutes, as amended.

82 DONE, NOTICE TO BOARD OF COUNTY COMMISSINERS, by certified letter, by the City  
83 Clerk of the City of Lake City, on the 25th day of June, 2024.

84 DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lake City,  
85 Florida, by the City Clerk of the City of Lake City, Florida on the 10th day of July, 2024

86 and on the 17th day of July, 2024.

87 PASSED UPON FIRST READING on the 5th day of August 2024.

88 DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lake City,  
89 Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of \_\_\_\_\_, 2024.

90  
91 PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session

92 with a quorum present and voting, by the City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

93  
94 Attest:

CITY COUNCIL OF THE  
CITY OF LAKE CITY, FLORIDA

95  
96  
97 \_\_\_\_\_  
98 Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

99  
100 APPROVED AS TO FORM AND LEGALITY:

101  
102  
103 \_\_\_\_\_  
104 Clay Martin, City Attorney



## Schedule of ADS, Letter to BOCC, and Adoption

- Letter to BOCC June 25 **Must be 10 days prior to publishing of ad.**
- Notice sent to LCR by July 1 for publication on July 10 and July 17 for display ad. **Must run for 2 consecutive weeks**
- Notice sent to LCR by August 5 for publication on August 8.
- First reading of ordinance on August 5.
- Second reading of ordinance on August 19.

C-CBD

The image is an aerial photograph overlaid with a planning map. A large area on the left is shaded light blue and labeled 'C-CBD'. A large area on the right is shaded light orange and labeled 'RO'. A smaller area in the center is shaded light green. A pinkish-purple area is located along the bottom edge, adjacent to a body of water. A red dashed line follows the shoreline. Several blue dots are scattered across the map, likely representing utility locations. A road network is visible in the upper portion of the map.

RO

**File Attachments for Item:**

4. Minutes - August 21, 2024 Council Budget Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on August 21, 2024 beginning at 5:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

CALL TO ORDER

ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt – absent  
Jake Hill, Jr. – acting chair  
Chevella Young  
Ricky Jernigan – absent  
James Carter  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

BUDGET FY 25

- 1. Presentation - Financial Overview by NJN Consulting Services, Inc. (Nicholas Narducci)

Mr. Narducci provided a financial overview with recommendations moving forward.

- 2. Presentation – Investment Overview by Dunham and Associates (Jamie Jones)

Ms. Jones provided an investment overview with recommendations to increase the returns on financial investments.

- 3. General Fund/CRA/Fire/Airport

Mr. Rosenthal provided an overview of the budget for Fiscal Year 2025.

City Manager Department – remove additional Assistant City Manager position and remove the Property Manager position.

Public Assistance - \$200,000 Mariah Fund to be administered by the Police Department.

Members discussed and confirmed budgets with directors and/or department representatives.

Finance Director Angie Taylor Moore verified the alternate rate to be used for the budget workshop tomorrow night is 5.241 mills.



## ADJOURNMENT

There being no further business, the meeting adjourned at 7:07 PM on a motion made and duly seconded.

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Stephen M. Witt, Mayor/Council Member

---

Audrey Sikes, City Clerk

**File Attachments for Item:**

5. Minutes - August 22, 2024 Council Budget Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on August 22, 2024 beginning at 5:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

CALL TO ORDER

ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt – absent  
Jake Hill, Jr. – acting chair  
Chevella Young  
Ricky Jernigan – absent  
James Carter  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

BUDGET FY 25

- 1. Enterprise Funds - Admin/GIS/CS/WTP/WWTP/Sprayfield/Distrib&Coll/Gas

Members concurred to add an Assistant Growth Management Director position.

Members concurred the millage rate to be used is 5.241 mills.

Ms. Young expressed concerns with the proposed salaries and suggested the following: staff making under \$60,000 to receive a 6% COLA and staff making over \$60,000 to receive a 3% COLA and next year address the additional raises.

Members discussed and confirmed budgets with directors and/or department representatives.

ADJOURNMENT

There being no further business, the meeting adjourned at 5:45 PM on a motion made and duly seconded.

\_\_\_\_\_  
Stephen M. Witt, Mayor/Council Member

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

**File Attachments for Item:**

6. Minutes - September 3, 2024 Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on September 3, 2024 beginning at 5:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PRESENT:

Mayor/Council Member  
City Council

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

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

1. CITY COUNCIL PHOTO SESSION

The purpose of this workshop is to hold a City Council Photo Session with Diana Hunt (Diana Hunt Joy Photography). No official minutes were taken.

2. ADJOURNMENT

**All matters being handled, the workshop adjourned at 5:30 P.M.**

\_\_\_\_\_  
Stephen M. Witt, Mayor/Council Member

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

**File Attachments for Item:**

7. City Council Resolution No. 2024-055 - A resolution of the City of Lake City, Florida, approving that certain amendment to the lease agreement with Champion Home Builders, Inc., a Delaware Corporation, as successor in interest to Homes of Merit, Inc., a Florida Corporation, to extend the lease for one (1) year; 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 agreement; directing the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

**RESOLUTION NO 2024 – 055**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE LEASE AGREEMENT WITH CHAMPION HOME BUILDERS, INC, A DELAWARE CORPORATION, AS SUCCESSOR IN INTEREST TO HOMES OF MERIT, INC., A FLORIDA CORPORATION, TO EXTEND THE LEASE FOR ONE (1) YEAR; 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; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) and Champion Home Builders, Inc., a Delaware corporation, as successor in interest to Homes of Merit, Inc., a Florida corporation (the “Tenant”) are parties to that certain Lease Agreement dated July 1, 1999 (the “Original Agreement”); and

WHEREAS, the Original Agreement has expired; and

WHEREAS; the City and the Tenant mutually agree to amend the terms of the Original Agreement to extend its duration for an additional one-year period (the “Amendment”); and

WHEREAS, the extension of the lease will provide both parties with additional time to finalize the details of a new lease agreement; and

WHEREAS, the Tenant will incur a rental rate increase of 22.80% for the duration of one (1) year; and

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

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

1. Approving the Amendment to the Original Agreement extending the lease for one (1) year is in the public or community interest and for 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 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 September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Stephen M. Witt, Mayor

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

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



## LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT, dated as of September \_\_\_\_, 2024 (the "Effective Date"), by and between the City of Lake City, Florida, a Florida municipality, as Lessor/Landlord ("Landlord"), and Champion Home Builders, Inc., a Delaware corporation, as successor-in-interest to Homes of Merit, Inc., a Florida corporation, as Lessee/Tenant ("Tenant").

### RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated July 1, 1999 (the "Lease") wherein Landlord leased to Tenant certain Premises as further defined in the Lease.

WHEREAS, on November 15, 2009, Homes of Merit, Inc. and associated Debtors filed a Voluntary Petition for Chapter 11 Bankruptcy in the United State District Court for the District of Delaware, *In re: Champion Enterprises, Inc., et. al.*, Case No. 09-14019 (KG);

WHEREAS, on March 2, 2010, the bankruptcy court entered an Order Authorizing and Approving (A) The Sale of Substantially all Assets of the Debtors and (B) the Assumption and Assignment of Certain Contracts and Leases to Champion Enterprise Holdings, LLC, as Purchaser;

WHEREAS, Champion Enterprise Holdings, LLC, formed subsidiary Champion Home Builders, Inc. a Delaware corporation, on January 21, 2010 and subsequently transferred substantially all of the Debtors' assets and assigned all those certain contracts to Champion Home Builders, Inc., including the Lease.

WHEREAS, the Parties now wish to extend the Lease pursuant to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Landlord and Tenant agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as material terms of this Agreement and representations of the party to which such representation is attributed or to which such representation applies as if otherwise fully set forth herein.
2. **Term of Lease and Options to Renew.** Section 4 of the Original Lease shall be amended in the following form to read as follows:
  4. **OPTION TO RENEW.** While not in default, Merit shall have the option to renew this lease for the following five (5) ~~four (4)~~ successive renewal terms ~~of five years each~~:
    - (a) The first renewal term shall commence July 1, 2004, and shall end at twelve o'clock midnight, June 30, 2009 (the "First Renewal Term");
    - (b) The second renewal term shall commence July 1, 2009, and shall end at twelve o'clock midnight, June 30, 2014 (the "Second Renewal Term");

- (c) The third renewal term shall commence July 1, 2014, and shall end at twelve o'clock midnight, June 30, 2019 (the "Third Renewal Term");
- (d) The fourth ~~and final~~ renewal term shall commence July 1, 2019, and shall end at twelve o'clock midnight, June 30, 2024 (the "~~Fourth and Final~~ Renewal Term"); and
- (e) The fifth and final renewal term shall commence July 1, 2024, and shall end at 12 o'clock midnight, June 30, 2025 (the "Fifth and Final Renewal Term").

Each of the renewal terms shall be upon the same terms, covenants, and conditions hereof except (i) there shall be no further renewal rights after the expiration of the ~~Fourth~~ Fifth and Final Renewal Term, and (ii) the monthly rent shall be as provided for herein below.

Merit may, at any time or times, exercise the renewal options in any single instance with respect to one or more of said renewal terms in consecutive order. Each exercise by Merit shall be evidenced and effected by Merit giving to City, not less than ninety (90) days prior to the expiration of the then current term, a written notice of Merit's election to renew this lease for the renewal term or terms specified in the notice.

3. **Calculation of Rent Due.** Section 5 of the Original Lease shall be amended in the following form to read as follows:

- 5. RENT FOR THE PRIMARY AND RENEWAL TERMS. The rent for the Primary Term and each Renewal Term of this lease shall be as follows:
  - (a) The rent for the Primary Term shall be TWENTY SEVEN THOUSAND DOLLARS (\$27,000.00), which shall be payable in sixty (60) consecutive monthly payments of FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00) each, payable on the first day of each month, commencing July 1, 1999, (herein the "Primary Term Rent").
  - (b) In the event Merit exercises its option to renew the First Renewal Term of this lease, the rent for the First Renewal Term of this lease (herein the "First Renewal Term Rent"), if applicable, shall be an amount equal to the Primary Term Rent increased by the percent change in the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items (1967 = 1 00), or successor reports (herein the "Consumer Price Index") during the Primary Term (from July 1,

1999, to June 30, 2004). The First Renewal Term Rent shall be payable in sixty (60) equal consecutive monthly payments on the first day of each month, commencing July 1, 2004.

- (c) In the event Merit exercises its option, if applicable, to renew the Second Renewal Term of this lease, the rent for the Second Renewal Term of this lease (herein the "Second Renewal Term Rent"), shall be an amount equal to the rent for the immediate preceding renewal term increased by the percent change in the Consumer Price Index during the preceding renewal term (from July 1, 2004 to June 30, 2009). The Second Renewal Term Rent shall be paid in sixty (60) equal consecutive monthly payments on the first day of each month, commencing July 1, 2009.
- (d) In the event Merit exercises its option, if applicable, to renew the Third Renewal Term of this lease, the rent for the Third Renewal Term of this lease (herein the "Third Renewal Term Rent"), shall be an amount equal to the rent for the immediate preceding renewal term increased by the percent change in the Consumer Price Index during the preceding renewal term (from July 1, 2009 to June 30, 2014). The Third Renewal Term Rent shall be paid in sixty (60) equal consecutive monthly payments on the first day of each month, commencing July 1, 2014.
- (e) In the event Merit exercises its option, if applicable, to renew the ~~Fourth and Final~~ Renewal Term of this lease, the rent for the ~~Fourth and Final~~ Renewal Term of this lease (herein the "~~Fourth and Final~~ Renewal Term Rent"), shall be an amount equal to the rent for the immediate preceding renewal term increased by the percent change in the Consumer Price Index during the preceding renewal term (from July 1, 2014, to June 30, 2019). The ~~Fourth and Final~~ Renewal Term Rent shall be paid in sixty (60) equal consecutive monthly payments on the first day of each month, commencing July 1, 2019.
- (f) In the event Merit exercises its option, if applicable, to renew the Fifth and Final Renewal Term of this lease, the rent for the Fifth and Final Renewal Term of this lease (herein the "Fifth and Final Renewal Term Rent"), shall be an amount equal to the rent for the immediate preceding renewal term increased by the percent change in the Consumer Price Index during the preceding renewal term (from July 1, 2019, to June 30, 2024). The Fifth and Final

Renewal Term Rent shall be paid in twelve (12) equal consecutive monthly payments on the first day of each month, commencing July 1, 2024.

(g) In the event the rents provided for in this lease (or any other payments required to be made by Merit hereunder), shall be or become subject to Florida income, sales, use or rent taxes, Merit shall pay all of such taxes. Florida sales tax on the rent (~~presently seven (7%) percent~~) shall be paid with each installment of rent.

IN WITNESS WHEREOF, the parties hereto have caused to be duly authorized, executed and delivered, as of the date first above written, this LEASE EXTENSION AGREEMENT.

Landlord:

Tenant:

City of Lake City, Florida,  
a Florida municipality

Champion Home Builders, Inc.  
a Delaware corporation

EXHIBIT-NOT FOR EXECUTION

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
Stephen M. Witt, Mayor

\_\_\_\_\_  
Laurie Hough, Chief Financial Officer

**File Attachments for Item:**

8. City Council Resolution No. 2024-108 - A resolution of the City of Lake City, Florida, approving that certain continuing contract agreement between the City and North Florida Professional Services, Inc., a Florida Corporation, for engineering assessments, project development, design, permitting, construction monitoring, and other related 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.

CM/rrp  
09/04/2024

## **RESOLUTION NO 2024 - 108**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN CONTINUING CONTRACT AGREEMENT BETWEEN THE CITY AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING ASSESSMENTS, PROJECT DEVELOPMENT, DESIGN, PERMITTING, CONSTRUCTION MONITORING, AND OTHER RELATED SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 287.055, Florida Statutes, also known as the Consultants Competitive Negotiation Act (the "CCNA"), sets forth a qualifications-based procurement process to be followed by governmental entities for the acquisition of architectural, engineering, landscaping, and surveying/mapping services via continuing contract; and

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

WHEREAS, the City has an ongoing need for certain engineering services that include engineering assessments, project development, design, permitting, construction monitoring, and other related services (the "Scope of Work"); and

WHEREAS the City desires to add additional engineering firms to those already having contracts with the City to give the City the greatest range of options in obtaining engineering services; and

WHEREAS; the Suwannee River Water Management District is finalizing the negotiation of continuing contracts (as defined by the CCNA) with engineering firms to provide services within the Scope of Work pursuant to its RFQ 22/23-030 solicitation (the "SRWMD RFQ"); 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 contracts awarded by the Suwannee River Water Management District arising from the SRWMD RFQ; and

WHEREAS, the City has contacted all vendors awarded invited to negotiate a contract with the Suwannee River Water Management District for the purpose of extending to each of them an invitation to enter into a continuing contract with the City on the same terms and conditions as such vendors contracted with the Suwannee River Water Management District; and

WHEREAS, one such vendor is North Florida Professional Services, Inc., a Florida corporation (the "Vendor"); and

WHEREAS, the Vendor desires to enter into with the City a continuing contract to provide to the City such services as are set forth in the Scope of Work on such terms and conditions as the Vendor has contracted with the Suwannee River Water Management District; and

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

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

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

1. Engaging the Vendor via a continuing contract 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 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 September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Stephen M. Witt, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



CONTRACT BETWEEN THE  
CITY OF LAKE CITY AND  
NORTH FLORIDA PROFESSIONAL SERVICES, INC. FOR  
PROFESSIONAL SERVICES

THIS CONTRACT (a piggyback contract of the Suwannee River Water Management District 23/24-141 Contract) is made and entered into by and between the CITY OF LAKE CITY (as defined below) and the CONTRACTOR (as defined below) who in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. DEFINITIONS. As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise.
  - 1.1 *CONTRACT* shall mean this contract between the CITY and the CONTRACTOR.
  - 1.2 *CONTRACTOR* shall mean North Florida Professional Services, Inc., a Florida Profit Corporation licensed to do business in the State of Florida P10000011749, whose address is PO Box 3823, Lake City, Florida 32056, and whose Federal Tax ID No. is 27-1868423.
  - 1.3 *DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION CRITERIA* shall mean the criteria to be used by the CITY in performing work product and performance evaluations of the CONTRACTOR as shown on Attachment "A", attached hereto.
  - 1.4 *CITY* shall mean the City of Lake City, whose address is 205 N Marion Avenue, Lake City, Florida 32055.
  - 1.5 *CITY REPRESENTATIVE* shall mean Don Rosenthal, whose contact information is 630.742.6817, RosenthalD@lcfra.com or such other person as may be designated by the CITY, from time to time, upon written notice to CONTRACTOR.
  - 1.6 *FEE SCHEDULE* shall mean the CONTRACTOR's hourly rates and unit pricing for providing the SERVICES as shown on Attachment "B", attached hereto.
  - 1.7 *KEY PERSONNEL* shall mean those certain persons listed by name in the FEE SCHEDULE as shown on Attachment "B", attached hereto.
  - 1.8 *PROJECT MANAGER* shall mean Gregory Bailey, whose contact information is 386.752.4675, gbailey@nfps.net, or such other person as may be approved, in advance and in writing, by the CITY.
  - 1.9 *SERVICES* shall mean those professional services which shall be provided by the CONTRACTOR pursuant to this CONTRACT as shown on Attachment "C", attached hereto.
  - 1.10 *SPECIAL CONDITIONS FOR FEDERAL EMERGENCY MANAGEMENT*

AGENCY CONTRACTS shall mean those certain requirements applicable to projects for which Federal Emergency Management Agency (FEMA) funds or other federal funds are appropriated and used as shown on Attachment "D", attached hereto.

1.11 TWA shall mean Task Work Assignment as provided in this CONTRACT.

2. REPRESENTATION OF QUALIFICATION. CONTRACTOR represents that: (1) the CONTRACTOR is presently, and throughout the term of the CONTRACT shall continue to be, qualified and capable of providing the SERVICES and fulfill the requirements as set forth in the CONTRACT; (2) CONTRACTOR presently has, and throughout the term of the CONTRACT shall maintain, all professional licenses and other licenses and permits necessary to provide the SERVICES and fulfill the requirements as set forth in the CONTRACT; (3) if the CONTRACTOR is a business entity, the CONTRACTOR is the business entity set out in the definition of the term CONTRACTOR; (4) if the CONTRACTOR is a foreign business entity, the CONTRACTOR is duly registered and authorized to do business in the State of Florida; and, (5) the name, address, contact information, Federal Tax ID number and all other identifying information for the CONTRACTOR set out in the definition of the term CONTRACTOR is correct. It shall be the continuing duty of the CONTRACTOR to immediately notify the CITY should any of the above represented information change in any way during the term of the CONTRACT.
3. ENGAGEMENT. Based on the representations in paragraph 1 above, CITY hereby engages CONTRACTOR to provide the SERVICES under the terms of this CONTRACT. Provided that the CONTRACTOR shall not provide any of the SERVICES unless and until a TWA for such SERVICES is issued as provided in this CONTRACT.
4. CONTRACT TO BE A "CONTINUING CONTRACT" UNDER THE CONSULTANTS COMPETITIVE NEGOTIATION ACT. This CONTRACT is intended to be a "continuing contract" as such term is defined in Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act ("CCNA"). Therefore, the CONTRACTOR shall not provide any of the SERVICES for projects or study activities that exceed the statutory thresholds set out in such definition, as such statutory thresholds may be amended from time to time. Presently, the statutory thresholds allow for the provision of services under a continuing contract, (1) for projects in which the estimated construction cost of the individual project does not exceed \$7.5 million; and, (2) for study activity if the fee for professional services for the individual study does not exceed \$500,000. For projects and study activities which exceed the statutory thresholds, the CITY will issue a separate Request for Proposal or similar solicitation pursuant to the provisions of the CCNA. Notwithstanding anything else herein to the contrary, the CITY reserves the right to, in the CITY's sole discretion, issue a separate solicitation for any professional services it requires. Nothing herein shall be construed to guarantee the CONTRACTOR that it will receive any particular project or study activity or any particular dollar value of business from the CITY during the term of this CONTRACT. Beginning July 1, 2025, and each July 1 thereafter, the Department of Management Services shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by

the Bureau of Labor Statistics of the United States Department of Labor. The Department of Management Services shall publish the adjusted amount on its website.

5. INDEPENDENT CONTRACTOR. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR'S employees, subcontractors or agents, except as set forth in this CONTRACT, and CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or CONTRACTOR'S employees, subcontractors or agents, are in any manner agents or employees of the CITY. It is understood and agreed that CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor and that CONTRACTOR'S obligations to the CITY are solely as prescribed by this CONTRACT.
6. PROJECT MANAGER TO BE AGENT OF CONTRACTOR. CONTRACTOR agrees that the PROJECT MANAGER is to have direct, primary, and continuing responsibility for the SERVICES provided under this CONTRACT. While other individuals and specialists will be involved, the PROJECT MANAGER shall be available to CITY on a timely basis throughout the duration of this CONTRACT. The PROJECT MANAGER shall have complete authority to transmit instructions, receive information, and interpret and define CONTRACTOR's obligations with respect to the SERVICES provided under this CONTRACT and otherwise bind CONTRACTOR under this CONTRACT.
7. CITY REPRESENTATIVE TO BE REPRESENTATIVE OF THE CITY. CITY agrees that the CITY REPRESENTATIVE is to have direct, primary, and continuing responsibility for the WORK under this CONTRACT.
8. NOTICES. All notices required to be given under this CONTRACT shall be in writing and addressed, in the case of CITY, to the CITY REPRESENTATIVE and in the case of CONTRACTOR, to the PROJECT MANAGER. All such notices shall be effective on the date received by the addressee or the addressee's office.
9. TASK WORK ASSIGNMENTS AND SCOPES OF WORK. Should the CITY wish the CONTRACTOR to perform any of the SERVICES, the CITY shall provide the CONTRACTOR with a proposed Scope of Work and general project schedule describing the professional services the CITY requires the CONTRACTOR to perform. Upon receipt of said Scope of Work, the CONTRACTOR shall provide the CITY with a proposal that includes a detailed Scope of Work to be performed, including deliverables, a detailed level of effort, and a project and staffing schedule that conforms to the CITY'S specific project and schedule requirements. A firm fixed price will be negotiated based on the FEE SCHEDULE. Depending on the nature of the project, some TWAs may be billable on an hourly basis with a not to exceed amount subject to completion of designated milestones and documentation of hours expended. Final payment in all cases will be subject to successful completion of TWAs and the CITY'S acceptance of deliverables and project milestones, in accordance with the terms of this CONTRACT and the TWAs.
  - 9.1 Upon written approval of the Scope of Work, cost, deliverables, and performance schedule, a TWA will be issued to the CONTRACTOR. A TWA

must be approved in writing by the CITY REPRESENTATIVE, OFFICE CHIEF and/or EXECUTIVE DIRECTOR, based on CITY contract approval procedures. The CONTRACTOR shall commence work on a TWA upon receipt of a Notice to Proceed and shall satisfactorily complete all work in accordance with the performance schedule. Any TWA modification must be approved in writing by the CITY REPRESENTATIVE and his or her Division Director and the CONTRACTOR prior to performance by the CONTRACTOR.

- 9.1.1 The parties agree that time is of the essence in the performance of each TWA.
- 9.2 The CITY and CONTRACTOR hereby recognize the specialized expertise of the KEY PERSONNEL and that this CONTRACT has been entered into with the CITY expecting that the KEY PERSONNEL will be performing the SERVICES. CONTRACTOR shall not replace any of the persons listed as KEY PERSONNEL with other employees, agents or subcontractors without the prior written approval of the CITY REPRESENTATIVE.
- 9.3 In addition to the work set forth in individual TWAs, CONTRACTOR shall perform the following:
  - 9.3.1 CONTRACTOR shall secure at its own expense, all personnel, facilities and equipment required to perform the work necessary to complete each TWA. At the CITY'S discretion, on a case-by-case basis, work associated with TWAs may be performed at CITY offices. In these cases, CONTRACTOR will be provided with space and equipment (computer, software, etc.) at a CITY office and the price negotiated for the TWA will be based on the Fee Schedule for on-site work set forth in the FEE SCHEDULE.
  - 9.3.2 CONTRACTOR shall maintain an adequate and competent staff licensed and operating within the State of Florida.
  - 9.3.3 CONTRACTOR shall secure all licenses and permits required by law for the completion of assigned TWAs and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of this CONTRACT and during the time of performance of each TWA.
  - 9.3.4 CONTRACTOR shall at all times, keep the CITY advised as to the status of each TWA including but not limited to the progress on individual tasks within the Scope of Work. The CITY and its authorized representatives shall have the right to visit any work site and the office of CONTRACTOR at any reasonable time for purposes of inspection. The documents and drawings obtained or generated under this CONTRACT shall be maintained by CONTRACTOR and made available to the CITY upon request by the CITY at all times during the term of this CONTRACT and for five (5) years thereafter. In addition to the documents and reports set forth in the TWAs, CONTRACTOR shall deliver to the CITY, at cost, copies of such documents or reports the CITY may request from time to time.

9.3.5 CONTRACTOR shall cooperate with other engineers, consultants, construction contractors and suppliers retained by the CITY as needed.

9.3.6 If applicable, any list of items required to render complete, satisfactory and acceptable the work provided to the CITY for a TWA must be completed pursuant to Section 218.735, Florida Statutes.

10. COMPENSATION. The CITY agrees to pay the CONTRACTOR for work performed under a TWA in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a proper invoice, as defined herein and the applicable TWA. Invoices shall be submitted by the CONTRACTOR to the CITY at:

City of Lake City  
205 N Marion Avenue  
Lake City, Florida 32055

or via email to [accountspayable@lcfla.com](mailto:accountspayable@lcfla.com)

10.1 All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this CONTRACT); (2) CONTRACTOR'S invoice number and date of invoice; (3) CITY TWA number; (4) Dates of service; (5) PROJECT MANAGER; (6) CITY REPRESENTATIVE; (7) Progress Report with the PROJECT MANAGER's assessment of the PROJECT'S actual progress as compared to the performance schedule in the TWA (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion (based upon the cost and performance schedule in the TWA). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained herein). Invoices that do not conform with this provision and any contained in a TWA that further defines a proper invoice, will not be considered a proper invoice.

10.2 Further, to be a proper invoice, a CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this CONTRACT to the PROJECT MANAGER to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under TWA number\_\_in accordance with the CONTRACT for Professional Services between the City of Lake City and «firm» are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 10.3 If an invoice does not meet the requirements of this CONTRACT, the CITY shall, within ten (10) days after the improper invoice is received, notify the CONTRACTOR in writing that the payment invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper. Prior to providing this notice, the CITY REPRESENTATIVE must consult with and obtain concurrence from his or her Division Director. If a corrected invoice is provided to the CITY that meets the requirements of this CONTRACT, the corrected invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the CITY.
- 10.4 In the event any dispute or disagreement arises during the course of any project authorized by a TWA, the CONTRACTOR shall fully perform the project work in accordance with the CITY's written instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the CITY REPRESENTATIVE no later than ten (10) days after the precipitating event. No project work shall be delayed or postponed pending resolution of any disputes or disagreements. This paragraph shall survive the termination or expiration of this CONTRACT.
- 10.5 Unless otherwise provided in a TWA, the CITY shall withhold ten percent (10%) of each invoice as final payment for the work performed for each TWA. Final payment will be made upon satisfactory completion and acceptance of the CONTRACTOR'S performance by the CITY.
- 10.6 By October 5 of each year of the CONTRACT, the CONTRACTOR must provide the following documentation to the CITY for all work performed through September 30: i) invoices for completed, accepted and billable tasks, and ii) an estimate of the dollar value of work performed, but not yet billable.
- 10.7 The CITY'S performance and payment pursuant to this CONTRACT are contingent upon the CITY'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this CONTRACT.
- 10.8 The CITY may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the CITY. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any agreement with the CITY. This paragraph shall survive the expiration or termination of this CONTRACT.

#### 11. SUSPENSION OF PROJECT – EXTRA WORK.

- 11.1 The CITY shall have the absolute right to terminate or suspend any TWA at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of this CONTRACT. All

suspensions and terminations of a TWA by the CITY, shall be in writing. The parties may modify a TWA upon mutual written agreement.

- 11.2 If CONTRACTOR is of the opinion that any work the CITY directs it to perform substantially increases the work of CONTRACTOR beyond the original Scope of Work for a TWA ("Extra Work"), the CONTRACTOR shall within ten (10) days of such direction, notify the CITY in writing of this opinion. The CITY shall within twenty (20) days after receipt of such notification, fairly judge as to whether or not such work in fact increases the work of CONTRACTOR beyond the Scope of Work in the TWA and constitutes Extra Work. If the CITY determines such service does constitute Extra Work, it shall provide extra compensation to CONTRACTOR negotiated by the CITY and the CONTRACTOR as otherwise provided herein.
  - 11.3 In the event a TWA is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONTRACTOR shall make no claim for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the CITY may decide, however such extension shall not operate as a waiver of any other rights of the CITY. Upon resumption of the TWA, CONTRACTOR shall resume its service until the Scope of Work is completed in accordance with the TWA, and the time for completion of the work, which was suspended, shall be extended for the duration of the suspension.
  - 11.4 If, in the opinion of the CITY, the progress of an assigned TWA during any period is substantially less than the amount which is necessary to meet the project schedule, the CITY may require CONTRACTOR to take whatever action is necessary, in the opinion of the CITY, to put the TWA back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of CONTRACTOR or its agents, employees or subcontractors.
  - 11.5 In the event of claims by others against the CITY in connection with the work being conducted under a TWA, the CONTRACTOR shall provide to the CITY such technical assistance that the CITY may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of CONTRACTOR, its agents, employees, or subcontractors to comply with the terms and conditions of this CONTRACT, a TWA, or otherwise perform their duties under a TWA.
  - 11.6 If the CITY requires the CONTRACTOR to assist with an audit of TWA costs, such assistance shall not be considered Extra Work.
12. CONTRACT PERIOD. This CONTRACT is effective August 1, 2024, and will remain in effect for three (3) years, unless terminated pursuant to the provisions of this CONTRACT, or as amended in writing by the parties. Any TWA issued prior to the effective date (August 1, 2024) shall be under the terms of the existing CONTRACT between the CONTRACTOR and the CITY but shall not exceed the CONTRACT expiration date. Any TWA issued after the effective date (August 1, 2024) shall be

under the terms of this CONTRACT. The CITY shall have the option to extend this CONTRACT for two additional one (1) year periods upon mutual written agreement by both parties and all TWAs must be completed within the five (5) year contract term, unless the TWA is unavoidably delayed. a TWA may not be issued for work that exceeds the contract expiration date.

13. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, shall permit the CITY to examine or audit all records and documents related to this CONTRACT during or following completion of a TWA at no cost to the CITY. Payments made to the CONTRACTOR under this CONTRACT shall be reduced for amounts found to be not allowable under this CONTRACT by an audit. If an audit is undertaken by the CITY, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR shall maintain all such records and documents for at least three (3) years following completion of a TWA. If a TWA identifies federal or state funding, or environmental data is collected as provided herein, the TWA records and documents must be maintained for at least five (5) years following completion of the work. Each party shall allow public access to all records and documents related to this CONTRACT made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes.

13.1 Pursuant to Section 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the CITY are exempt from the inspection, examination and duplication of public records provisions of Section 119.07(1), Florida Statutes, and Article I, Section 24(a), Florida Constitution. Information made exempt by Section 119.071(3)(b), Florida Statutes, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. The CONTRACTOR agrees to include the above provision in all agreements with subcontractors that are related to the CONTRACTOR'S performance under this CONTRACT, and to which the provisions of Chapter 119, Florida Statutes, also apply.

13.2 This paragraph shall survive the expiration or termination of this CONTRACT.

13.3 **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 Audrey E. Sikes, City Clerk, City of Lake City custodian of public records at 386-719-5756, SikesA@LCFla.com, 205 North Marion Avenue, Lake City, Florida 32055.**

14. OWNERSHIP OF REPORTS, DOCUMENTS AND OTHER MATERIALS. The CONTRACTOR will provide the CITY with any and all reports, data, models,



studies, maps or other documents resulting from the PROJECT at no cost to the CITY. Additionally, two (2) sets (three (3) if a cooperator copy is required), electronic and hardcopy, of any final reports must be submitted to the CITY as Record and Library copies.

- 14.1 All original documents prepared by CONTRACTOR are instruments of service and shall become property of the CITY. Data gathered under this CONTRACT, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of CONTRACTOR without the written permission of the CITY. CONTRACTOR will provide the CITY with reproducible copies of all reports and other documents. Documents may also be required in editable format (Word, Excel, etc.). Copies of electronic media used to store data shall be provided to the CITY in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the PROJECT will be considered the property of the CITY and will be delivered by CONTRACTOR to the CITY upon the CITY'S request and/or completion of each TWA.
- 14.2 Copies of all technical data and working papers regarding any TWA shall be made available to the CITY as provided herein.
- 14.3 All tracings, plans, specifications, maps, evaluations, reports and technical data including working papers prepared or obtained under this CONTRACT, shall become property of the CITY without restriction or limitation of use, and shall be made available upon request to the CITY at any reasonable time. CONTRACTOR may retain copies thereof for their files and internal use. Any use by the CITY of such materials obtained under this CONTRACT for any purpose not within the Scope of Work of CONTRACTOR pursuant to this CONTRACT or use of incomplete materials obtained from CONTRACTOR by the CITY shall be made at the risk of the CITY and made without liability to CONTRACTOR. However, this does not constitute a disclaimer of the professional competency of the original work as used within a TWA.
- 14.4 All final plans, contract documents and/or such other documents that are required by Florida law to be endorsed and are prepared by CONTRACTOR in connection with a TWA shall bear the certification of a person in the full employment of CONTRACTOR or duly retained by CONTRACTOR, and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- 14.5 CONTRACTOR shall make any patentable product or result of the Scope of Work and all information, design, specifications, data, and findings available to the CITY as provided herein. No material prepared in connection with the PROJECT will be subject to copyright by CONTRACTOR. The CITY shall have the right to publish, distribute, disclose and otherwise use any material prepared by CONTRACTOR pursuant to TWAs. Any use of materials or patents obtained by the CITY under this CONTRACT for any purpose not with the Scope of Work of CONTRACTOR pursuant to this CONTRACT shall be at the risk of the CITY.

- 14.6 For a period of five (5) years after completion of a TWA, CONTRACTOR agrees to provide the CITY with copies of any additional materials in its possession resulting from the performance of this CONTRACT as provided herein, at cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which CONTRACTOR is entitled. CONTRACTOR shall not publish, copyright, or patent any of the data furnished or developed pursuant to any TWA without first obtaining the CITY'S written consent.
- 14.7 If a TWA includes the collection of environmental data, the CONTRACTOR must submit all environmental data collected under the TWA to the CITY for upload to the Florida Department of Environmental Protection's (FDEP) water quality database in accordance with Rule 62-40.540, Florida Administrative Code (F.A.C.).
- 14.7.1 The CONTRACTOR must submit all water quality, biological, and sediment data collected under this CONTRACT to the CITY within six (6) months of collection. Data must be submitted in a standardized electronic format (available from the CITY) in accordance with Rule 62-40.540, F.A.C. and must include the required data elements set forth in Rules 62-160.240 and 62-160.340 F.A.C.
- 14.7.2 Monitoring or collection of environmental data includes all field and laboratory data collected at groundwater or surface water stations. Groundwater includes, but is not limited to, the monitoring or collection of water quality, biological or water level data from private wells, public supply wells, monitoring wells, springs, agricultural wells, or permit compliance wells. Surface water includes, but is not limited to, the monitoring or collection of water quality, biological, sediment, water level, velocity, or discharge data from lakes, streams, rivers, estuarine or offshore marine sites, canals, retention ponds or storm water ponds.
- 14.7.3 Laboratories generating environmental data for submission to the CITY must hold certification from the Department of Health - Environmental Laboratory Certification Program as required under Rule 62-160.300 F.A.C. All field sampling organizations collecting environmental data must follow the applicable field collection, quality control, and record-keeping requirements described in DEP-SOP-001/01 (March 31, 2008), Rule 62-160.800 F.A.C., unless specifically exempted by the CITY.
- 14.7.4 The CONTRACTOR must obtain a Site Identifier (SID) from the CITY REPRESENTATIVE for all sites before collecting data from the sites, so that samples and readings can be correctly tagged and identified.
- 14.7.5 The CONTRACTOR shall permit the CITY, the FDEP, or any consultant operating on behalf of the CITY or FDEP, to conduct periodic audits of field and laboratory procedures or records to determine if approved protocols are being followed in accordance with

Rule 62- 160.650 F.A.C.

14.8 The provisions of this paragraph shall survive the expiration or termination of this contract.

15. STANDARD OF PERFORMANCE. CONTRACTOR shall perform and complete all assigned TWAs in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The CITY shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this CONTRACT, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the CITY upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

16. INDEMNIFICATION. CONTRACTOR agrees to, indemnify and hold harmless the CITY and all CITY officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT. Provided that notwithstanding anything else herein to the contrary, to the extent the CONTRACT is a "Professional Services Contract" as defined in Section 725.08(3), Florida Statutes and the CONTRACTOR is a "Design Professional" as defined in Section 725.08(4), Florida Statutes, the indemnification provided herein shall be limited to that indemnification allowed under Section 725.08(1-2), Florida Statutes. This paragraph shall survive the expiration or termination of this CONTRACT.

17. INSURANCE REQUIREMENT. CONTRACTOR must maintain during the entire term of this CONTRACT, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this CONTRACT until the CITY acknowledges receipt of an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the CONTRACT Number and CITY REPRESENTATIVE.

17.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

Per occurrence	\$1,000,000
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17.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$100,000
Bodily Injury Liability per Occurrence	\$300,000

Property Damage Liability	\$100,000
	or
Combined Single Limit	\$500,000

- 17.3 The CITY and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the CITY'S interests arising from this CONTRACT.
- 17.4 CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and maritime law, if applicable. If CONTRACTOR does not carry workers' compensation coverage, CONTRACTOR must submit to the CITY both an affidavit stating that the CONTRACTOR meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage.
- 17.5 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 17.6 CONTRACTOR must notify the CITY in writing of the cancellation or material change to any insurance coverage required by this CONTRACT. Such notification must be provided to the CITY within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.
- 17.7 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the CITY that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.
18. TERMINATION WITHOUT CAUSE. This CONTRACT may be terminated by the CITY without cause upon written notice to the CONTRACTOR. Termination will be effective on the date provided in the notice. In the event of termination under this paragraph, the CONTRACTOR shall be entitled to compensation for all services provided to the CITY up to the date of termination which are within the Scope of Work, documented in the Budget specified in the TWA, and are allowed under this CONTRACT. If the CONTRACT is so terminated, CONTRACTOR must promptly deliver to the CITY copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents or data that directly support the deliverables prepared by the CONTRACTOR. This paragraph shall survive the termination or expiration of this CONTRACT.
19. DEFAULT. Either party may terminate this CONTRACT upon the other party's failure to comply with any term or condition of this CONTRACT, as long as the terminating party is not in default of any term or condition of this CONTRACT at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this CONTRACT shall automatically terminate. In

addition, the initiation, either by CONTRACTOR or against CONTRACTOR, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or CONTRACTOR becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by CONTRACTOR entitling the CITY to terminate this CONTRACT as set forth above. The parties agree that this CONTRACT is an executory contract. If, after termination by the CITY, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CITY. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this CONTRACT.

20. RELEASE OF INFORMATION. CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about any matter related to this CONTRACT or the CONTRACTOR's work with the CITY without the prior written consent of the CITY REPRESENTATIVE.
21. ASSIGNMENT. Except as otherwise provided in this CONTRACT, CONTRACTOR may not assign any of its rights or delegate any of its obligations under this CONTRACT without the prior written consent of the CITY.
22. EMPLOYMENT ELIGIBILITY VERIFICATION. CONTRACTOR must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of CONTRACTOR employees performing work directly associated with this CONTRACT in accordance with the terms and conditions applicable to the E-Verify Program. If the CONTRACTOR uses subcontractors to furnish services directly associated with this CONTRACT, performed in the United States, in an amount greater than \$3,000, the CONTRACTOR must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. 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>.
23. GOVERNING LAW. This CONTRACT is governed by Florida law, without regard to its conflict of laws and/or rules.
24. VENUE AND JURISDICTION OF LITIGATION. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT shall be the Circuit Court or the County Court in and for Columbia County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
25. WAIVER OF JURY TRIAL. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
26. REMEDIES. Unless specifically waived by the CITY, the CONTRACTOR'S failure to timely comply with any obligation in this CONTRACT or TWA shall be deemed a

breach of this CONTRACT and the expenses and costs incurred by the CITY, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONTRACTOR. Additionally, the CITY shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this CONTRACT. The CITY'S waiver of any of the CONTRACTOR'S obligations shall not be construed as the CITY'S waiver of any other obligations of the CONTRACTOR. This paragraph shall survive the termination or expiration of this CONTRACT.

27. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this CONTRACT, or to protect its interest in any matter arising under this CONTRACT, or to recover damages for the breach of this CONTRACT, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the CITY'S sovereign immunity or extend the CITY'S liability beyond the limits established in Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this CONTRACT.
28. SUBCONTRACTORS. CONTRACTOR shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants or other persons employed by the CONTRACTOR. CONTRACTOR shall cause all subcontractors, consultants or other persons employed by CONTRACTOR to abide by the terms and conditions of this CONTRACT and all applicable law as their work or services affect the CITY. Nothing in this CONTRACT will be construed to create, or be implied to create, any relationship between the CITY and any subcontractor of the CONTRACTOR.
29. DISADVANTAGED BUSINESS ENTERPRISES. The CITY expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this CONTRACT. Final invoice documentation submitted to the CITY under a TWA must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to the TWA, to the extent the CONTRACTOR maintains such information.
30. THIRD PARTY BENEFICIARIES. Nothing in this CONTRACT shall be construed to benefit any person or entity not a party to this CONTRACT.
31. CONFLICTING EMPLOYMENT. CONTRACTOR certifies that it does not at the time of execution of this CONTRACT have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the CITY relating to the services provided by the CONTRACTOR under this CONTRACT. The CONTRACTOR further agrees that it shall not accept during the term of this CONTRACT any retainer or employment from a third party whose interests are in direct conflict with those of the CITY regarding the work being performed under this

CONTRACT. In the event the CONTRACTOR is faced with an employment opportunity that appears to be a direct conflict with the work the CONTRACTOR is performing under this CONTRACT, the CONTRACTOR shall provide the CITY with notice of the employment opportunity. If the CITY determines that the employment would be a direct conflict with the work the CONTRACTOR is performing under this CONTRACT, the CONTRACTOR and the CITY shall have the opportunity to decide whether or not the CONTRACTOR will decline the employment opportunity or will accept the employment opportunity and terminate this CONTRACT.

32. PUBLIC ENTITY CRIMES. Pursuant to Sections 287.133(2) and (3), 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this CONTRACT, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the CITY if placement on either of these lists occurs.
  
33. DISCRIMINATION. When State of Florida funding is involved in a TWA, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. By signing this CONTRACT, the CONTRACTOR warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. The CONTRACTOR further agrees to notify the CITY if placement on this list occurs.
  
34. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is 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 Section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this CONTRACT, CONTRACTOR certifies that it is not currently on either of the aforementioned lists and agrees to notify the CITY if placement on either list occurs. If CONTRACTOR submits a false certification, the CITY may terminate this CONTRACT and bring a civil action against the CONTRACTOR, which may result in

a penalty equal to the greater of \$2 million or twice the amount of the TWAs resulting from this CONTRACT and all reasonable attorney's fees and costs.

35. CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this CONTRACT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this provision, the CITY shall have the right to terminate this CONTRACT without liability and, at its discretion, to deduct from the CONTRACT price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
36. TRUTH-IN-NEGOTIATIONS. The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The FEE SCHEDULE, TWA price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the FEE SCHEDULE or TWA price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this CONTRACT.
37. PERFORMANCE EVALUATION. It is understood and agreed to by the CITY and the CONTRACTOR that the CITY shall perform work product evaluations during the course of a TWA and will provide a Performance Evaluation after the completion of each TWA, in accordance with the DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION CRITERIA.
38. COMPLIANCE WITH FEDERAL TERMS AND CONDITIONS. In the event Federal Emergency Management Agency (FEMA) funds or other federal funds are appropriated and used for any project or study under this CONTRACT, the CONTRACTOR shall comply with the SPECIAL CONDITIONS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY CONTRACTS. The CONTRACTOR shall be notified of its obligation to comply with the SPECIAL CONDITIONS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY CONTRACTS in TWAs issued by the CITY.
39. ENTIRE AGREEMENT. This CONTRACT and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this CONTRACT.
40. SEVERABILITY. If any provision or provisions of this CONTRACT shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
41. CONTRACT DOCUMENTS. The following documents are attached or incorporated herein by reference and made a part of this CONTRACT. In the event of a conflict of contract terminology, priority shall be given to the language in the body of this CONTRACT.



Attachment "A"	<i>DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION CRITERIA</i>
Attachment "B"	<i>FEE SCHEDULE</i>
Attachment "C"	<i>SERVICES</i>
Attachment "D"	<i>SPECIAL CONDITIONS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY CONTRACTS</i>

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, as of the day and year first specified.

EXECUTED this \_\_\_\_ day of September, 2024 by CONTRACTOR.

NORTH FLORIDA PROFESSIONAL  
SERVICES, INC.

By: EXHIBIT-NOT FOR EXECUTION  
Gregory Bailey  
Senior Associate

EXECUTED this \_\_\_\_ day of September, 2024 by CITY.

CITY OF LAKE CITY, FLORIDA

By: EXHIBIT-NOT FOR EXECUTION  
Stephen M. Witt  
Mayor

ATTACHMENT "A"  
DELIVERABLE ACCEPTANCE AND PERFORMANCE  
EVALUATION

- A. DELIVERABLE ACCEPTANCE DETERMINATION. Project deliverables are outlined in the CITY'S TWA. The CITY REPRESENTATIVE shall evaluate the CONTRACTOR's deliverables and determine if the deliverables are acceptable. Deliverables shall only be accepted when they are in compliance with the TWA and approved by the CITY REPRESENTATIVE at the pre-submittal meeting. Deliverables that are not acceptable shall be returned to the CONTRACTOR to address deficiencies. If an acceptable deliverable cannot be provided within an identified time frame, other action shall be taken as deemed necessary by the CITY REPRESENTATIVE including TWA stoppage or termination of the CONTRACT.
- B. TASK WORK ASSIGNMENT PERFORMANCE EVALUATION. The CITY shall evaluate the CONTRACTOR's performance throughout each TWA in four performance categories: Performance Schedule, Communications, Staff Assignments and Technical Quality, and Project Management. Performance evaluation ratings of Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory shall be assigned to the CONTRACTOR for each performance category at the completion of each TWA. Each invoice submission must include a TWA progress report with the PROJECT MANAGER's assessment of the project's actual progress as compared to the approved performance schedule. Details must include any deficiencies and the recovery actions completed and planned.

The performance evaluations shall be furnished to the CONTRACTOR. A Marginal or Unsatisfactory rating in any of the areas may result in re-evaluation of eligibility for future assignments, cancellation of the TWA and termination of this CONTRACT.

The performance evaluation criteria are broadly defined as follows:

1. Performance Schedules - The CONTRACTOR is expected to adhere to the performance schedule negotiated in the TWA.
2. Communications - The PROJECT MANAGER is expected to respond in a timely manner to inquiries and requests made by the CITY REPRESENTATIVE and is expected to set aside time for review and discussion of deliverables. The parties should engage in free and open discussion of project issues to insure expeditious resolution of such issues.
3. Staff Assignments and Technical Quality - KEY PERSONNEL and other team members are expected to be utilized in such a manner as to result in efficient workflow, quality deliverables and on-time performance. Reassignments should be minimal and positively influence performance. Staffing adjustments to address turnovers or performance deficiencies are to be handled expeditiously, maintaining on-time performance. Replacement of KEY PERSONNEL is subject to the terms and conditions of this CONTRACT.
4. Project Management - A TWA that is completed on time, within budget, and with consistently acceptable deliverables is demonstration of a well-managed project.

ATTACHMENT  
"B" FEE  
SCHEDULE

Employee Hourly Rate Schedule

Billable hourly rates are furnished for all CONTRACTOR and subcontractor staff as identified in response to RFQ 22/23-030. Subcontractor charges shall be included as part of the fixed price negotiated for completing a task listed in an authorized TWA.

The billable rates are firm for the first year of this Agreement, beginning from the date of execution, and may increase or decrease annually thereafter by no more than 5% as determined by the CITY in its sole discretion. The CONTRACTOR shall provide a written request for any increase and such request shall be subject to the CITY'S written approval in accordance with the CITY'S Signature Authority. Any changes to this Fee Schedule, including any increases to the billable rates, must be approved through a formal written amendment signed by both parties to this Agreement.

Expenditures by CONTRACTOR and subcontractors for travel, telecommunications, courier services, bulk mailings, photographs, materials for map and report generation, or any other project expenditures are to be included in the project budget of each TWA. The CITY shall not pay for CONTRACTOR surcharges added to third party charges. Travel expenses authorized under this Agreement shall be paid in accordance with the CITY'S travel procedures and Section 112.061, Florida Statutes, as both may be amended from time to time.

The following CONTRACTOR billable rates are subject to the Truth-in-Negotiation provisions of this CONTRACT.

<b><u>NORTH FLORIDA PROFESSIONAL SERVICES, INC.</u></b>	<b><u>TITLE/JOB DESCRIPTION</u></b>	<b><u>BILLABLE RATE<sup>ii</sup></u></b>
<b>NFPS</b>	Project Manager	\$145.00
	Quality Control Engineer	\$300.00
	Project Engineer	\$190.00
	Engineering Intern	\$175.00
	Field Technician	\$95.00
	Secretary	\$60.00
<b>Subcontractor</b>	Senior Scientist	\$N/A
	Environmental Scientist	\$N/A
	Secretary	\$N/A
<b>NFPS</b>	GIS Specialist	\$125.00
	GIS Analyst	\$90.00
	GIS Technician	\$75.00
	Surveyor & Mapper	\$120.00
<b>Subcontractor</b>	Hydrogeologist	\$N/A

ATTACHMENT  
"C" SERVICES

Projects may be located in any of the City and areas outside of the City boundaries that may influence waters of the City, Projects are subject to the availability of funding as approved by the City's Governing Board for each fiscal year period.

To support City programs/projects, the City performs a multitude of projects involving: hydrologic analysis and computer modeling; environmental assessment; technical peer review; engineering design; construction monitoring; and other related services for water resources projects.

The anticipated work is broken down into the following Chapters.

- C. **Engineering assessments, project development, design, permitting, construction monitoring, and other related services.** Particular emphasis is needed for anticipated projects involving stormwater, wastewater, water supply, including alternative water supply, and natural systems restoration. They primarily pertain to work managed by the Office of Minimum Flows and Minimum Water Levels, the Office of Water Supply, the Office of Water Resources, the Resource Management Division, and the Office of Agriculture and Environmental Projects. Services shall include, but not be limited to:

Types of Chapter Tasks:

- Engineering assessments, environmental site assessments, project benefits calculations, project development, project effectiveness, cost benefit calculations, and engineering economic reviews for projects.
- Preliminary Design Reports – Preparing construction cost estimates; preparing work plans, construction sequencing and schedules; ten percent design and project feasibility
- Permitting – Applying for and obtaining project permits with all related permit work such as environmental assessments, drawings and calculations
- Design Services – Design drawings, project specifications, operational manuals contract documents along with closeout documentation
- Project Controls – Topographic, boundary, and hydrographic surveys to include field data acquisition, data processing, mapping, and establishing field control monuments
- Geotechnical – Conducting exploration and evaluation of general subsurface conditions, subsurface borings and classification of soils, laboratory testing of materials, engineering analysis of soil conditions, slope stability and seepage analyses
- Construction Services – Conducting bid review; providing project quality assurance and construction inspection and interpretation of contract documents; providing construction and as-built certifications and surveys.

**Time Frames and Deliverables.** Specific time frames as they apply to completion of tasks, milestones, and deliverables shall be included in the Task Work Assignment provided for each task.

Consultant shall be responsible for delivering various work products as assigned by each Task Work Assignment. Schedules and procedures for review and acceptance of reports shall be determined at the times when such reports are assigned and shall be provided in Task Work Assignment issued by the City's Project Manager.

Consultant shall have an established Quality Assurance procedure for internal review of deliverables prior to release of said deliverables to the City to ensure only high quality, complete, and correct products are provided to the City. Deliverables prepared by the Consultant shall be clear, concise, thorough, and grammatically correct. For technical products, Consultant shall present data in a well-organized format and findings should be based on a logical derivation from the facts and data.

In general, all deliverables shall be submitted in both electronic (as a portable document format (PDF) file) and paper versions, as specified in the Work Order. Reports and other deliverables shall be clear, concise, thorough, and grammatically correct; and shall be in a form agreed to by Consultant and City's Project Manager. Final reports and all associated materials shall become property of the City.

All documents must be submitted electronically and must be accessible according to 282.603 Florida Statutes and Section 508 of the Rehabilitation Act of 1973 relating to the creation and use of electronic documents. This requirement applies to editable formats, such as Microsoft Word, as well as portable document formats (PDF). The Consultant must provide an accessibility check report to prove the document was made accessible. The report can include the internal accessibility feature in Word, Adobe Acrobat or other software or completed by a third-party. Reports are required for each final file submitted.

ATTACHMENT "D"  
SPECIAL CONDITIONS  
FOR  
FEDERAL EMERGENCY MANAGEMENT AGENCY CONTRACTS

1. Patent, Copyright and Intellectual Property. The work performed by the CONTRACTOR under the award shall be considered work for hire. All deliverables including, but not limited to, original data collected, manuals, documentation, Digital Elevation Models, Digital Flood Insurance Rate Maps, information technology, software or any patentable or copyrightable materials(s) developed, in whole or in part, by the CONTRACTOR in the performance of this CONTRACT is and shall become the property of the CITY and may not be the subject of an application for copyright or patent by or on behalf of the CONTRACTOR, its officers, employees, agents or assigns.
  - 1.1 The CONTRACTOR shall also be required to comply with any and all policies and regulations of the Federal Emergency Management Agency (FEMA), as updated from time to time, pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the CONTRACT. (44 CFR § 13.36 (i)(8))
  - 1.2 Furthermore, the Federal awarding agency (FEMA) and the CITY as grantee, shall reserve a royalty-free, nonexclusive, perpetual, paid-up and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state or local government purposes, the copyright in any work developed by the CONTRACTOR and any rights of copyright in which the CONTRACTOR purchases ownership as part of completion of the work outlined in this CONTRACT. (44 CFR § 13.34) (CTP Agreement Art. IX)
  - 1.3 The CONTRACTOR, at his or her own expense, must defend any action brought against the CITY or FEMA to the extent that such action is based upon a claim that any deliverable supplied by the CONTRACTOR infringes upon a United States patent or copyright, violates a third party's trade secret or violates any other law relating to intellectual property. The CONTRACTOR must pay any costs and damages awarded against the CITY or FEMA in any such action.
  
2. Certification Regarding Debarment and Suspension. The CITY cannot make any award or permit any award or agreement at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension," which requires that executive departments and agencies participate in a government wide system for non-procurement debarment and suspension.
  - 2.1 The CONTRACTOR therefore must certify that he or she, or the firm or business he or she is associated with has not been:
    - 2.1.1 Debarred or suspended;
    - 2.1.2 Proposed for debarment under 48 CFR part 9, subpart 9.4; or
    - 2.1.3 Ineligible for or voluntarily excluded from the covered transaction.

- 2.2 The CONTRACTOR shall be required to complete the form entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Federally Funded Transactions."
- 2.3 Furthermore, the CONTRACTOR must agree not to contract for goods or services or knowingly conduct business with any individual, firm, or business that is:
  - 2.3.1 Debarred or suspended;
  - 2.3.2 Proposed for debarment under 48 CFR part 9, subpart 9.4; or
  - 2.3.3 Ineligible for or voluntarily excluded from the covered transaction.
- 2.4 Violation of this restriction may result in disallowance of costs, annulment or termination of the CONTRACT, issuance of a stop work order, debarment or suspension, or other remedies as appropriate. (44 CFR §§17.100, 17.225, 17.115)
- 2.5 The CONTRACTOR must provide immediate written notice to the CITY if at any time the CONTRACTOR learns that its certification, or the certification of its contractors, was erroneous when submitted or has become erroneous by reason of changed circumstances. (44 CFR §17.510)
3. Non-solicitation and Conflicts of Interest. The CITY and the CITY'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The CONTRACTOR shall comply with any CITY rules and policies relating to real, apparent, or potential conflicts of interest. (44 C.F.R. §13.36)
4. Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms. The CONTRACTOR shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps shall include:
  - 4.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 4.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 4.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
  - 4.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
  - 4.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.



(44  
C.F.R. §13.36(e))

5. Equal Employment Opportunity. The CONTRACTOR must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) (44 C.F.R. §13.36)
6. Access to Records. The CONTRACTOR must be prepared to permit access by the Federal Emergency Management Agency, the CITY, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the performance of work under the proposal for the purpose of audits, examinations, excerpts, and transcriptions. (44 C.F.R. §13.36)
  - 6.1 The CONTRACTOR must be prepared to retain all required records for three years after the CITY makes final payments and all other pending matters are closed. (44 C.F.R. §13.36)
7. Clean Air Act/Clean Water Act. The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 32). (44 C.F.R. §13.36)
8. Adherence to State Energy Conservation Plan. The CONTRACTOR shall recognize and adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act Pub.L. 94-163, 89 Stat. 871). (44 C.F.R. §13.36)
9. Nondiscrimination. The CONTRACTOR shall recognize and adhere to all Federal statutes relating to nondiscrimination. These include, but are not limited to:
  - 9.1 Title VI of the Civil Rights act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
  - 9.2 Title 44, Chapter I, Part 7, Nondiscrimination in Federally-Assisted Programs (FEMA Reg. 5), which effectuates the provisions of Title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Federal Emergency Management Agency. CONTRACTOR shall also be responsible for submitting such compliance reports to the CITY as may be necessary to carry out its obligations under this regulation;
  - 9.3 Title IV of the Education Amendments of 1972, as amended (20 U.S.C.

Sections 1681–1683, and 1685-1686), which prohibits discrimination on the basis of sex);

- 9.4 Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. Section 794), which prohibits discrimination on the basis of handicaps;
- 9.5 The Age Discrimination Act of 1975, as amended (42. U.S.C. Sections 6101-6107) and Title 44, Chapter I, Part 7, which prohibits discrimination on the basis of age;
- 9.6 The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255); as amended, relating to nondiscrimination on the basis of drug abuse;
- 9.7 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 9.8 Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290- dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse records;
- 9.9 Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 9.10 The requirements of any other nondiscrimination statute(s), which may apply, to the CONTRACT.

(grant assurance provision) (44 CFR § 7.1) (44 CFR § 7.10) (44 CFR § 7.7) (44 CFR § 7.931)

- 10. Adherence to Hatch Act. The CONTRACTOR shall recognize and adhere to the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 11. Environmental Standards. The CONTRACTOR shall recognize and adhere to the environmental standards, which may be prescribed pursuant to the following:
  - 11.1 Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended (hereinafter NEPA) (P.L. 91-190, 42 U.S.C. 4321 et. seq.), Executive Order (EO) 11514 and Executive Order 11991, 42 FR 26967 (1977), and the procedural provisions for the implementation of NEPA found in the Council on Environmental Quality (CEQ) Regulations (National Environmental Policy Act Regulations, 43 FR 55978 (1978));
  - 11.2 Notification of violating facilities pursuant to EO 11738;
  - 11.3 Protection of wetlands pursuant to EO 11990;

- 11.4 Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - 11.5 Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et. seq.);
  - 11.6 Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section et. seq.);
  - 11.7 Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
  - 11.8 Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Flood Protection. CONTRACTOR shall comply, if applicable, with the flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more. (grant assurance provision)
13. Compliance with the Wild and Scenic Rivers Act. CONTRACTOR shall recognize and adhere, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 470) relating to protection of components or potential components of the national wild and scenic rivers system, EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a et. seq.). (grant assurance provision)
14. Lobbying Restrictions. The CONTRACTOR must certify, to the best of his or her knowledge and belief, that:
- 14.1 No federal appropriated funds have been paid or shall be paid on his or her behalf, or on behalf of the business he or she is associated, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - 14.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the CONTRACTOR shall be required to make disclosure by completing Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- 14.3 Submission of this certification is a prerequisite for the award of the CONTRACT, as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the CONTRACTOR further must agree that no funds allotted under the award from the CITY shall be expended for the purpose of lobbying the Florida Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.
15. Drug-Free Workplace Certification Requirements. The CONTRACTOR must comply with the applicable provisions of the Drug-Free Workplace Federal requirements as set forth in 44 C.F.R., Subpart A, Part 17. The unlawful manufacture, distribution, dispensing, possession or use of a controlled is prohibited. CONTRACTORS who are directly engaged in the performance of work under the CONTRACT as part of a FEMA grant must abide by the terms of the CONTRACTOR'S Drug-Free Workplace policies, and notify the CITY in writing of a conviction for a violation of a criminal drug statute no later than five calendar days after such conviction. (44 CFR Part 17, Appendix C) (grant assurance provision).
16. Audit Requirements. The CONTRACTOR shall comply with any CITY policies related to compliance with provisions of OMB Circular No. A-133, as revised (issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156), which sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. CONTRACTOR'S records may be reviewed for compliance with the Single Audit Act, and CONTRACTOR'S records may also be included within the scope of an audit in order to determine compliance with applicable laws, regulations, and grant provisions. (CTP Agreement Art. X) (OMB Circular A-133, as revised, § \_\_\_\_\_ .210)
17. General Provisions. CONTRACTOR shall comply with any applicable provisions and requirements of any and all other state and Federal laws, executive orders, regulations and policies, as amended from time to time, governing the FEMA Cooperating Technical Partners program, including, but not limited, to applicable provisions that may be found within the following:
- 17.1 Title 44, Chapter 1, Subchapter B - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Insurance and Hazard Mitigation, National Flood Insurance Program
  - 17.2 Title 44, Chapter 1, Subchapter C - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Fire Prevention and Control
  - 17.3 Title 44, Chapter 1, Subchapter D - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Disaster Assistance
  - 17.4 Title 44, Chapter 1, Subchapter F - Federal Emergency Management

and Assistance, Federal Emergency Management Agency –  
Preparedness

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- i List all CONTRACTOR and subcontractor staff as identified in response to the solicitation issued by the CITY. Other support staff may be listed by title/job description only.
- ii Include an additional on-site column or a separate fee schedule for staff or title/job description that may work full time at CITY offices.

**File Attachments for Item:**

9. City Council Resolution No. 2024-109 - A resolution of the City of Lake City, Florida, approving that certain Amendment No. 3 to Agreement No. WG057 between the City and State of Florida Department of Environmental Protection, recognizing said amendment provides; recognizing said amendment provides for an extension of time for completing SR47/I-75 Wastewater Improvements and an extension thereof to the Casey Jones RV Park; recognizing said amendment updates other provisions of said agreement; recognizing said amendment updates other provisions of said agreement; making certain findings of fact in support of the City approving amendment; recognizing the authority of the Mayor to execute and bind the City to said amendment; directing the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2024 - 109**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT NO. 3 TO AGREEMENT NO. WG057 BETWEEN THE CITY AND STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, RECOGNIZING SAID AMENDMENT PROVIDES; RECOGNIZING SAID AMENDMENT PROVIDES FOR AN EXTENSION OF TIME FOR COMPLETING SR47/I-75 WASTEWATER IMPROVEMENTS AND AN EXTENSION THEREOF TO THE CASEY JONES RV PARK; RECOGNIZING SAID AMENDMENT UPDATES OTHER PROVISIONS OF SAID AGREEMENT; RECOGNIZING SAID AMENDMENT UPDATES OTHER PROVISIONS OF SAID AGREEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, effective March 3, 2022 the City of Lake City ("City") adopted the terms of that certain Grant Agreement No. WG057 (the "Grant Agreement") between the City and the State of Florida Department of Environmental Protection (the "Agency"); and

WHEREAS, the Grant Agreement awarded certain funds to the City in furtherance of completing the wastewater improvements at the SR 47/I-75 interchange to provide a wastewater connection to the Casey Jones RV Park (the "Project") in the City; and

WHEREAS, additional time is required to complete the Project; and

WHEREAS, the Agency and the City desire to update other terms and conditions of the Grant Agreement; and

WHEREAS, the Agency is willing to provide additional time to the City pursuant to that certain Amendment No. 3 to the Agreement No. WG057 (the "Amendment") in the form of the Exhibit hereto; and

WHEREAS, the Amendment also updates certain other terms and conditions of the Grant Agreement; and

WHEREAS, completing the Project by approving the Amendment is in the public interest and in the interests of the City; now therefore

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

1. Approving the Amendment to extend the contract completion date and otherwise update

the terms and conditions to the Grant Agreement for the Project is in the public or community interest and for 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 September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Stephen M. Witt, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

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



**AMENDMENT NO. 3  
TO AGREEMENT NO. WG057  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF LAKE CITY**

This Amendment to Agreement No. WG057 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for SR 47/I-75 Wastewater Improvements Project and RV Park Extension (Project), effective March 3, 2022; and,

WHEREAS, the Department is updating the Agreement end date; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. The following is hereby added to Attachment 1 in Section 8:

Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

- i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
- ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
- iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
- iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.

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3. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

4. The Additional Terms paragraph of Attachment 2 is hereby revised as follows:

- a. Final Payment Request language in Paragraph 8. of Attachment 1 is deleted and replaced with the following:

**Final Payment Request.** A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than September 30, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

5. Attachment 3-2, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-2 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: EXHIBIT-NOT FOR EXECUTION  
Authorized Signature

By: EXHIBIT-NOT FOR EXECUTION  
Secretary or Designee

Stephen M. Witt, Mayor  
Print Name and Title

Angela Knecht, Division Director  
Print Name and Title

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

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

EXHIBIT-NOT FOR EXECUTION  
Cameron McMahan, DEP Grant Manager

EXHIBIT-NOT FOR EXECUTION  
Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**ATTACHMENT 3-3  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** SR47/I-75 Wastewater Improvements Project RV Park Extension

**PROJECT LOCATION:** The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1168, -82.6601).

**PROJECT BACKGROUND:** The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. This project will decommission the existing septic systems within the City of Lake City (Grantee) and convert the RV Park to central sewer, which will reduce nitrogen loading to the environment and benefit the BMAP.

**PROJECT DESCRIPTION:** The Grantee will complete the SR 47/I-75 Wastewater Improvements Project RV Park Extension to connect the Casey Jones RV Park to the City's centralized wastewater collection system. This project will abandon existing septic tanks in the area, install low-pressure and gravity sewer mains, manholes, and approximately six grinder pump stations with associated piping.

**Task 1: SR47/I-75 Wastewater Improvements Project RV Park Extension Project**

The Grantee will complete the following under this Agreement to complete the Project:

**Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of a combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this activity.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this activity, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this activity. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

**Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the activity.

### **Project Management**

**Deliverables:** The Grantee will perform project management related to SR47/I-75 Wastewater Improvements Project RV Park Extension, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

### **Construction**

**Deliverables:** The Grantee will construct a combined low-pressure and gravity wastewater collection system, manholes, and grinder pump stations with associated piping at the Casey Jones RV Park in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

### **Connection to Central Sewer**

**Deliverables:** The Grantee will properly abandon approximately 18 septic systems and connect the Casey Jones RV Park to a central sanitary sewer system for wastewater treatment by the City of Lake City's Kicklighter Water Reclamation Facility

**Documentation:** The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor. For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

If not listed under the activities above, the following apply:

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The activities must be completed by the corresponding activity end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any activity listed in the Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than

September 30, 2026, to ensure the availability of funds and adequate time to process payment requests. Any payment requests not submitted with correct and complete forms and supporting documentation by September 30, 2026, are at risk of not being paid. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

Funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, the funds will no longer be available after that date.

<b>Task No.</b>	<b>Task Title</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	SR47/I-75 Wastewater Improvements Project RV Park Extension	\$475,000.00	07/01/2021	12/31/2026

**File Attachments for Item:**

10. City Council Resolution No. 2024-110 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One pursuant to the continuing contract with Tocol Engineering, LLC, a Florida Limited Liability Company; providing for engineering services to develop a skate park and a master plan for Young's Park; 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.

## **RESOLUTION NO 2024 – 110**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE PURSUANT TO THE CONTINUING CONTRACT WITH TOCOI ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR ENGINEERING SERVICES TO DEVELOP A SKATE PARK AND A MASTER PLAN FOR YOUNG’S PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (“the “City”) and Toco Engineering, LLC. (the “Vendor”) entered into that certain continuing contract as authorized by City Council Resolution No. 2023-149 (the “Continuing Contract”); and

**WHEREAS**, the Vendor shall provide engineering services (the “Services”) to develop a skate park and a Master Plan for Young’s Park (the “Project”); and

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

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

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

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

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

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

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



City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

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

Date: September 5, 2024

City of Lake City  
Attn: Mr. Dee Johnson, Assistant City Manager  
205 North Marion Ave  
Lake City, FL 32055  
Phone: 386-719-5816  
Email: johnson@lcfla.com

**Subject: Proposal for Engineering Services  
Park Master Plan**

Dear Mr. Johnson,

Tocoi Engineering, LLC (TE) appreciates the opportunity to provide **The City of Lake City** (the “Client”) with this proposal for engineering services on the above referenced project. Based upon our discussions and knowledge of the site, we have developed the following project understanding, scope of services, and fee for the proposed project.

**Project Understanding:**

It is our understanding that the Client intends to construct an Amateur Skate Park on city property in the general area east of NW Washington Street. In addition, the Client intends to phase construction of additional park amenities in this same general area and desires a Master Plan for the park area and an artist rendering to facilitate the budgeting and grant application process.

Based on our discussions with you, we have developed the following proposal:

**Scope:**

The Scope of this Project is to provide the Client with an overall Master Plan (“MP”), an Artist Rendering of the Plan, and an engineering report for full development of the park within the property owned by the City as delineated on the aerial attached as **Exhibit A**. TE will address, as a minimum, the following elements to be incorporated in the MP: an Amateur Skate Park, Remote Controlled Vehicle racetrack, Handicap Accessible Park area, Football/Soccer field, Health Track, BMX bicycle track, and others elements as identified during the MP development process.

**Anticipated Agencies Involved:**

Based on the project location, it is anticipated that the following agencies will be involved:

- City of Lake City

Based on Our discussions with you, the above Project Understanding, Scope, and the Anticipated Agency involvement, we have developed a proposal to provide the following Tasks:

**TASK 1 – Due Diligence:**

- A. TE will coordinate with the agencies identified to establish their requirements for the design and permits.

**LUMP SUM FEE - TASK 1: \$500.00**

**TASK 2 – Master Site Plan:**

TE will prepare a Master Plan to maximize overall use of the area and incorporate as many activities as the area will allow. The MP will be developed to minimize impacts to environmental considerations, if any, and accommodate storm water drainage within the finished site. In addition, TE will consider traffic circulation and on site parking.

- A. Conceptual Master Plan: TE will
  - a. Prepare and develop up to two (2) conceptual Master Plans based on the client’s input, and
  - b. Incorporate as many of the requested elements as the space available will allow, and
  - c. Accommodate storm water drainage within the finished site development.In addition, TE will consider traffic circulation on and off site and parking requirements. These concepts will be presented to the Client for selection and approval to move forward.  
  
In the opinion of TE if there is only one solution for the Master Plan, TE will explain the reasoning behind not developing an alternative for Client consideration.
- B. Final Master Plan: TE will develop and finalize the selected Master Plan and provide copies of the Master Plan to the client for final approval. This effort will include a phasing plan to break the project into phases, as applicable, consistent with the Client’s current budget. One (1) revision to final Master Plan and Phasing based on Client comments is included.
- C. Additional changes to the Master Plan by the client will be billed at the hourly rates identified in the TE Standard Terms and Conditions Agreement.
- D. TE will meet with the local municipal agency review committee to review the Master Plan and site-specific criteria.
- E. TE will provide the client with a Preliminary Opinion of Probable Construction Cost for budgeting each element of the project.

**LUMP SUM FEE - TASK 2: \$7,000.00**  
**(not including hourly activities defined above)**

**TASK 3 – Artist Rendering (Optional):**

Upon Client approval of the Master Plan, TE will hire and coordinate with an artist to develop a color rendering of the Park based on the master plan.

The Authorization with the City will include this optional fee. However, it will not be billed unless and until the City authorizes TE to proceed in writing or via email communication.

**LUMP SUM FEE - TASK 3: \$2,500.00 (Optional)**

**TASK 4 – Expenses:**

Costs such as reprographics, delivery service, mileage, and travel shall be invoiced as Direct Costs plus 20%.

**TASK 4 – TIME & MATERIAL**

(In accordance with Rate Schedule in the TE Standard Terms and Conditions Agreement)

**Exclusions and Additional Services:**

The above Lump Sum Fees exclude the following list of activities:

- Environmental Evaluations or Studies including wetland delineation
- Soils Investigation/Under Drain design
- Construction Administration Contracts other than as defined.
- Construction Onsite Observation/Client representative
- All survey requirements of the site
- FEMA map issues
- Material Testing
- Land Use or Rezoning changes other than as defined above
- Traffic Study, or Maintenance of Traffic Plans
- Land or Easement Acquisition Elements
- Any and All Engineering design and permitting
- Permit or Plan Review Fees
- Electric System or Lighting Design
- Offsite Water, Sewer, Reuse Design and Permit
- Offsite Roadway Design
- FDEP National Pollutant Discharge Elimination System Permit
- Environmental Audit Reports
- Finish material selection & specifications
- Fire protection systems
- Mezzanine or second floor Drawings
- Fencing and Gating Plans
- LEED Engineering

While we have listed exclusions above, should any of these services be needed they may be provided via a Change Order to this contract as an additional lump sum or on a time and material basis in accordance with the Rate Schedule in the TE Standard Terms and Conditions Agreement.

**Assumptions and Clarifications:**

TE will not commence work on any Task listed in this proposal until the client has provided written approval to proceed with work. Written approval can be provided in an email to TE.

TE Standard Terms and Conditions Agreement including the TE Hourly Rate Schedule is attached.

Thank you for the opportunity to offer our proposal for professional services. Should you find this proposal acceptable, please indicate your approval by signing and returning one copy to our office. If you have any questions during your evaluation of our proposal, please do not hesitate to contact TE's assigned Project Manager, James L Pearce, PE by phone at 904-736-4425 or by email at [jpearce@toci.com](mailto:jpearce@toci.com)

**Total Toci Contract Fee: \$10,000.00, plus expenses.**

**TE Fee: \$7,500.00**  
**Subconsultant: \$ 2,500.00**

**A DBE/LSBE Company and a Woman Owned Small Business**  
**714 N. Orange Avenue, Green Cove Springs, Florida 32043 | Ph: 904-215-1388 | [www.toci.com](http://www.toci.com)**

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



EXHIBIT A

Google Maps

8/26/24, 11:26 AM



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 200 ft

[https://www.google.com/maps/@30.1925281,-82.6441175,874m/data=!3m1!1e3?entry=ttu&g\\_ep=EgoyMDI0MDgyMS4wKXIXMDSoSAFAQAw%3D%3D](https://www.google.com/maps/@30.1925281,-82.6441175,874m/data=!3m1!1e3?entry=ttu&g_ep=EgoyMDI0MDgyMS4wKXIXMDSoSAFAQAw%3D%3D)

1/1

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## STANDARD TERMS & CONDITIONS AGREEMENT FOR TOCOI ENGINEERING, LLC

**WHEREAS:** TocoI Engineering, LLC (TE) is a Limited Liability Corporation in the State of Florida with its principal office located at 714 N. Orange Avenue, Green Cove Springs, FL 32043.

**WHEREAS:** Client expressly understands that the services TE performs are personal in nature and are only intended to benefit Client, Client's subsidiaries and wholly owned companies.

**WHEREAS:** TE has prepared this Standard Terms and Conditions Agreement (hereinafter the "Agreement" or "Contract") for execution by the Client.

**NOW THEREFORE:** TE and Client enter into this Standard Terms and Conditions Agreement to provide engineering services to Client for pay.

By execution of this Agreement, TE agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions.

The following terms shall have the meanings set forth below whenever they are used in this agreement:

a) The "Proposal" and "Scope of Work" (SOW), a separate document, are hereby incorporated by reference into this Agreement and shall mean the technical description of the specific work to be performed by TE. The price of the services to be provided is identified in the Proposal. For many projects, such as those in the early stages of project development, planning, zoning, or investigation, all activities are often not fully definable prior to the execution of the Agreement. Initial and detailed investigation may uncover additional facts and information requiring an alteration in the SOW to be provided under this agreement. TE will immediately inform Client upon discovery of any material changes that impact the initial SOW and negotiate a Change Order to this Agreement that will accommodate such change(s).

b) "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. Unless specifically stated otherwise in the SOW all Documentation shall be prepared in accordance with normal and customary criteria common for the services provided.

**PAYMENT TERMS:** Invoices will be submitted on a monthly or semi-monthly basis, or sooner. Payment is due upon receipt of our invoice. If payment is not received within fifteen (15) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one- and one-half percent (1/5%) per month. If one- and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped plus any shutdown costs. If during the execution of the services, TE is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable. In addition to other rights in law and/or equity, TE may, after giving five (5) days written notice, suspend services under this or any other agreement until all past due accounts have been paid. Client further agrees to and shall pay to TE all costs and expenses for collection including but not limited to reasonable attorney fees and court costs.

**EXPENSES:** TE will invoice the Client for all expenses associated with the project based on actual cost-plus Twenty percent (20%). Expenses shall include but are not limited to printing, reprographics, delivery service, mileage, and travel.

**INSURANCE:** TE maintains Workman's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance. A certificate of insurance can be supplied upon request. Costs of above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TE will endeavor to obtain the required insurance and charge separately for costs associated with additional coverage or increased limits.

**STANDARD OF CARE:** The only warranty or guarantee made by TE in connection with the services performed hereunder, is that we will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or

by our furnishing oral and written reports. The implied warranty of merchantability and fitness for a specific purpose are specifically excluded.

**PERMITTING/ZONING:** The client is herein notified that several City, State, and Federal, environmental, zoning, and regulatory permits may be required for this project. TE will assist Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining, and abiding by all required permits. Furthermore, the Client holds TE harmless from any losses or liabilities resulting from such permitting or regulatory action.

**SEVERABILITY AND SURVIVAL:** If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**GOVERNING LAW:** This agreement shall be governed in all respects by the laws of the State of Florida. Any dispute arising out of this Agreement shall be handled through Arbitration. If the parties cannot agree then any lawsuit arising out of this Agreement shall be filed in the Circuit Court of Clay County, Florida.

**CONTRACT ADMINISTRATION:** Client agrees that TE, will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed except as defined in the SOW. It is further agreed that TE, will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction and it is understood that field services provided by TE will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection," or "control" are used to mean periodic observation of the work by TE to verify substantial compliance with the plans, specifications, and design concepts. A continuous inspection by our employees does not mean that TE is observing placement of all materials. Full-time inspection means that an employee of TE has been assigned for eight (8) hour days during regular business hours. Construction Inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate. Client agrees to indemnify and hold TE harmless from any loss, damage, or liability arising out of errors, omissions, or inaccuracies in such documentation and/or data or where such documentation and/or data does not conform to normal and customary standards.

**SALES TAX:** The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount required by law.

**COST OPINIONS:** Any cost opinions or project economic evaluations provided by TE will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, TE cannot warrant that bids, cost estimates, ultimate construction costs or project economics will not vary from these opinions. The proposed fees constitute TE's best estimate of the charges required to complete the project as defined and are valid for a period of thirty (30) days from the date of the TE execution of this agreement. General consulting and other services beyond the scope of services identified herein including but not limited to preparation for and attendance at meetings will be billed at TE normal and customary rates for the services provided. If upon submission of the agreement to Client, Client fails to return a signed copy to TE and knowingly allows TE to proceed with work, such services shall be deemed performed pursuant to the agreement and these terms and conditions shall be binding the same as if the agreement were fully executed. Where the method of contract payment is based on a time and material basis, the minimum time segment for charging of work done at any of TE sites or offices will be one half hour.

**OWNERSHIP OF DOCUMENTS:** All documents including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by TE as instruments of services pursuant to the Agreement, shall be the sole property of TE. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by TE pursuant to this agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of TE. TE will provide Client with copies of documents created in performance of the work for a period not exceeding TWO (2) years following submission of the final plans and specifications contemplated by this Agreement and Client agrees to pay for the labor and printing costs required to deliver such copies.

**SAFETY:** Should TE provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and in compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by TE is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site.



**ASSIGNABILITY:** Client and TE respectively bind themselves, their successors, and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor TE shall assign this Agreement without the prior express written consent of the other party.

**INTEGRATION:** This Agreement represents the entire and integrated Agreement between Client and TE, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**LIMITATIONS ON CAUSE OF ACTION:** Causes of action between the parties to the Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later the (1) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to the Agreement; or (2) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

**LIMITS OF LIABILITY:** To the fullest extent of the law, and notwithstanding any other provision of this agreement, the total liability in the aggregate, of TE and it's officers, directors, employees, agents and sub-consultants, and any of them to TE and anyone claiming by, through or under TE for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of warranty, express or implied, of TE and it's officers, directors, employees, agents, and sub-consultants and any of them, shall not exceed the total compensation received by TE under this agreement.

**THIRD PARTY BENEFICIARY:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Client or TE.

**FEES and HOURLY RATES:** Where the project or task requires hourly rate billing, TE will use the following Rate Schedule effective as of January 1 of the year this agreement is signed. TE reserves the right to change the Rate Schedule at anytime and will annually update the schedule effective January 1 of each succeeding year. In the event the project exceeds one year in duration, TE reserves the right to review any lump sum fee and make adjustments based on the Rate Schedule in effect at the time of adjustment. In addition, hourly billing will be to next higher half hour (i.e. 45 minutes will be billed as 1 hour).

**RATE SCHEDULE**

**Effective January 2024**

<b>Principal.....</b>	<b>\$ 195.00</b>
<b>Project Manager .....</b>	<b>\$ 180.00</b>
<b>Senior Project Engineer.....</b>	<b>\$ 170.00</b>
<b>Grant Writer / Administrator.....</b>	<b>\$ 150.00</b>
<b>Project Engineer/Sr. Designer .....</b>	<b>\$ 150.00</b>
<b>Designer/Sr. Field Representative.....</b>	<b>\$ 140.00</b>
<b>Permit Coordinator/Engineer Intern.....</b>	<b>\$ 130.00</b>
<b>CADD Technician/Field Representative .....</b>	<b>\$ 125.00</b>
<b>Administration .....</b>	<b>\$ 100.00</b>

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

By signing below, the Client acknowledges that it has reviewed this Agreement, the SOW, and the Proposed Fees and hereby agrees to the SOW, the Terms and Conditions, and Fees contained herein.

**By Client:** EXHIBIT-NOT FOR EXECUTION

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

**Tocoi Engineering LLC**

**By:** EXHIBIT-NOT FOR EXECUTION

John Mahoney III, Sr Vice President

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

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Tocoi Engineering LLC TA#1 Engineering Services for a Park Master Plan

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b>	<b>Date</b> 8/30/2024
<b>Recommended Action:</b> Accept proposal price from Tocoi Engineering, LLC. for Engineering Services for Park Master Plan		
<b>Summary Explanation &amp; Background:</b>  This will be for Engineering Services for a Park Master Plan. Tocoi Engineering LLC proposed price is not to exceed \$10,000.00. This project will be considered Task Assignment 1 of the Continuing Contract for Professional Services with Tocoi Engineering LLC. The scope of work will include an overall Master Plan, Artist Rendering, and Engineering Report for the full development of the park.		
<b>Alternatives:</b>  Not to accept amount from Tocoi Engineering, LLC.		
<b>Source of Funds:</b>  Funding will be out of account #: 001.10.519-060.63 (FY2025)		
<b>Financial Impact:</b>  \$10,000.00		
<b>Exhibits Attached:</b>  Tocoi Engineering TA#1 Park Master Plan		

**File Attachments for Item:**

11. City Council Resolution No. 2024-112 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the United States Department of Transportation Federal Aviation Administration for the administration of Federal Grant Funds arising from the Bipartisan Infrastructure Law - Airport Infrastructure Grant Project Number 3-12-0039-031-2024; 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, as appropriate, to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2024 - 112**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR THE ADMINISTRATION OF FEDERAL GRANT FUNDS ARISING FROM THE BIPARTISAN INFRASTRUCTURE LAW – AIRPORT INFRASTRUCTURE GRANT PROJECT NUMBER 3-12-0039-031-2024; 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, AS APPROPRIATE, 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”) operates the Lake City Gateway Airport (the “Airport”); and

WHEREAS, the United States Department of Transportation Federal Aviation Administration (the “FAA”) administers the Bipartisan Infrastructure Law - Airport Infrastructure Grant program (the “Grant Program”) that may be accessed by the City to improve the City’s infrastructure at the Airport; and

WHEREAS, by City Council Resolution 2024-057 the City Council of the City of Lake City approved an application for an award of certain funds from the Grant Program for the purpose of designing a taxiway with associated lighting, marking, and stormwater management facilities to support hangar buildings to be constructed north of runway 10-28 at the Airport (the “Project”); and

WHEREAS, pursuant to the City’s application to the FAA for funds from the Grant Program the FAA did award the City certain grant funds from the Grant Program (the “Grant Funds”) to complete the Project; and

WHEREAS, the FAA identifies the Grant Funds by Project No. 3-12-0039-031-2024; and

WHEREAS, the FAA and the City desire to enter into that certain contract to govern administration of the Grant Funds by adopting the terms of the proposed contract with the FAA in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, completing the Project by accepting the Grant Funds and approving the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Completing the Project by accepting the Grant Funds and approving 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

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City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Hon. Stephen M. Witt, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



U.S. Department of Transportation  
Federal Aviation Administration

Orlando ADO  
8427 SouthPark Circle,  
Suite 524  
Orlando, FL 32819

August 22, 2024

Don Rosenthal City Manager  
City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055

Dear Mr. Rosenthal:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-12-0039-031-2024 at Lake City Gateway Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

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RESOLUTION**

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expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.


**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Hilary Maull, (407) 487-7238, Hilary.W.Maull@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
 Juan C. Brown (Aug 22, 2024 18:34 EDT)

Juan C. Brown  
Manager

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U.S. Department of Transportation  
Federal Aviation Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

Federal Award Offer Date	August 22, 2024
Airport/Planning Area	Lake City Gateway Airport
Airport Infrastructure Grant Number	3-12-0039-031-2024
Unique Entity Identifier	MYB6D4DLBJD9

TO: City of Lake City  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 9, 2024, for a grant of Federal funds for a project at or associated with the Lake City Gateway Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Lake City Gateway Airport (herein called the "Project") consisting of the following:

Construct Taxiway A2 (Design)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

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**Assistance Listings Number (Formerly CFDA Number): 20.106****This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:****CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$126,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$126,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

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3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

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required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- May not be increased for a planning project;
  - May be increased by not more than 15 percent for development projects, if funds are available;
  - May be increased by not more than the greater of the following for a land project, if funds are available:

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1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

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2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

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2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.

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4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 17, 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

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2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

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**SPECIAL CONDITIONS**

- 28. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- 29. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.
- 30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.

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The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Juan C. Brown (Aug 22, 2024 18:34 EDT)

*(Signature)*

Juan C. Brown

*(Typed Name)*

Manager

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated

**Exhibit -- Not for Execution**

City of Lake City

*(Name of Sponsor)*

**Exhibit -- Not for Execution**

*(Signature of Sponsor's Authorized Official)*

By: **Exhibit -- Not for Execution**

*(Typed Name of Sponsor's Authorized Official)*

Title:

*(Title of Sponsor's Authorized Official)*

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<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at                     **Exhibit -- Not for Execution**                    

By:                     **Exhibit -- Not for Execution**                      
*(Signature of Sponsor’s Attorney)*

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

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- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

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- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
  - <sup>2</sup> These laws do not apply to private sponsors.
  - <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
  - <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
  - <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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## SPECIFIC ASSURANCES

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### 4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### 5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

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Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

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- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

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which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

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structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Lake City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
  - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

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sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of July 09, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

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**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**EXHIBIT TO  
RESOLUTION****NOT FOR  
EXECUTION**



**File Attachments for Item:**

12. City Council Resolution No. 2024-113 - A resolution of the City of Lake City, Columbia County, Florida, approving the 2020 Federal Highway Administration Adjusted Urban Area Boundary for the City of Lake City, Florida Urban Area, Florida, and functional classifications for City of Lake City, Florida, as prepared by the Florida Department of Transportation; making certain findings of fact in support of the City approving said Adjusted Urban Area Boundary; recognizing the authority of the Mayor to execute and bind the City to said Adjusted Urban Area Boundary; directing the Mayor to execute and bind the City to said Adjusted Urban Area Boundary; repealing all prior resolutions in conflict; and providing an effective date.

**RESOLUTION NO 2024 - 113**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, COLUMBIA COUNTY, FLORIDA, APPROVING THE 2020 FEDERAL HIGHWAY ADMINISTRATION ADJUSTED URBAN AREA BOUNDARY FOR THE CITY OF LAKE CITY, FLORIDA URBAN AREA, FLORIDA, AND FUNCTIONAL CLASSIFICATIONS FOR CITY OF LAKE CITY, FLORIDA AS PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID ADJUSTED URBAN AREA BOUNDARY; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID ADJUSTED URBAN AREA BOUNDARY; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID ADJUSTED URBAN AREA BOUNDARY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the U.S. Census Bureau revised the Urban Areas based on population counts from the 2020 decennial census; and

WHEREAS, the Florida Department of Transportation prepared the Adjusted Urban Area Boundaries, which adjust the Census Urban Areas to be more consistent with transportation planning needs; and

WHEREAS, the Florida Department of Transportation reviewed and updated the functional classification of roadways in conjunction with the Adjusted Urban Area Boundaries; and

WHEREAS, approving the Adjusted Urban Area Boundaries and Functional Classifications maps in the form attached as exhibits hereto is for the public or community welfare and in furtherance of a valid public purpose; now, therefore

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

1. Approving the Adjusted Urban Area Boundaries and Functional Classifications maps in the form attached as exhibits hereto is for the public or community welfare and in furtherance of a valid public purpose.
2. In furtherance thereof, the maps in the form of the exhibits hereto should be and are 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 the City the maps attached as an exhibit hereto; and
5. The Mayor of the City of Lake City is directed to execute on behalf of the City the maps attached as an exhibit hereto; 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 September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Hon. Stephen M. Witt, Mayor

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

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Audrey E. Sikes, City Clerk

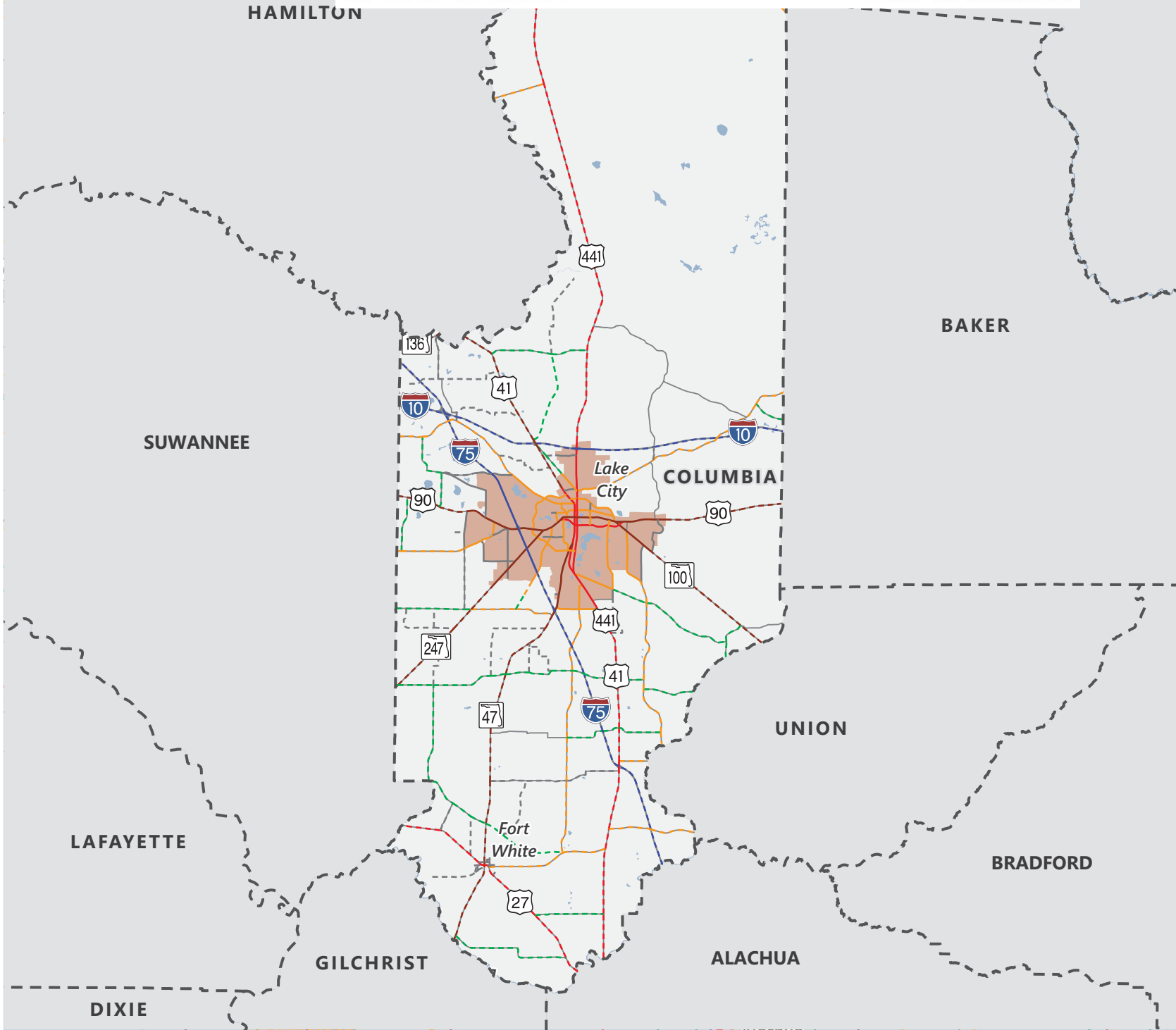
APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**Columbia County**

- Major Off-System Road
- - - Principal Arterial-Interstate RURAL
- - - Principal Arterial-Expressway RURAL
- - - Principal Arterial-Other RURAL
- - - Minor Arterial RURAL
- - - Major Collector RURAL
- - - Minor Collector RURAL
- - - Local RURAL
- Principal Arterial-Interstate URBAN
- Principal Arterial-Freeway and Expressway URBAN
- Principal Arterial-Other URBAN
- Minor Arterial URBAN
- Major Collector URBAN
- Minor Collector (Fed Aid) URBAN
- Local URBAN
- - - County Boundary
- Water Body
- Urban Area

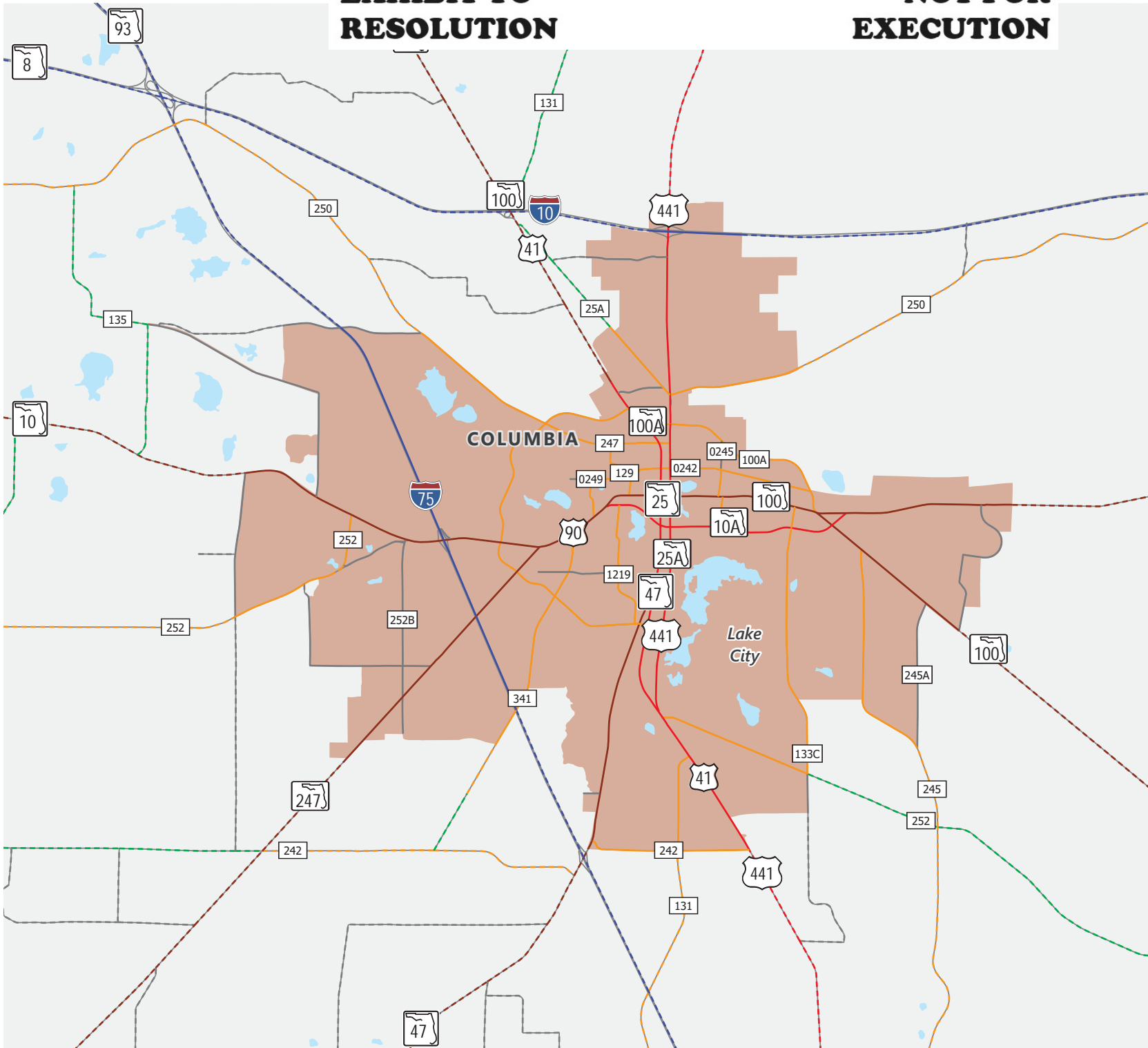
**Data Sources:**  
 1. FDOT Roadway Characteristics Inventory  
 2. U.S. Census

**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Lake City  
**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Columbia County  
**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Florida Department of Transportation  
**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Federal Highway Administration



# EXHIBIT TO RESOLUTION

# NOT FOR EXECUTION



- Major Off-System Road
- Principal Arterial-Interstate RURAL
- Principal Arterial-Expressway RURAL
- Principal Arterial-Other RURAL
- Minor Arterial RURAL
- Major Collector RURAL
- Minor Collector RURAL
- Local RURAL
- Principal Arterial-Interstate URBAN
- Principal Arterial-Freeway and Expressway URBAN
- Principal Arterial-Other URBAN
- Minor Arterial URBAN
- Major Collector URBAN
- Minor Collector (Fed Aid) URBAN
- Local URBAN
- County Boundary
- Water Body
- Urban Area

**Data Sources:**  
 1. FDOT Roadway Characteristics Inventory  
 2. U.S. Census

**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Lake City

**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Columbia County

**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Florida Department of Transportation

**Exhibit Copy** \_\_\_\_\_ Date \_\_\_\_\_  
 Federal Highway Administration



**File Attachments for Item:**

13. City Council Ordinance No. 2024-2293 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 24-03 submitted by VYP, LLC, a Florida Limited Liability Company, formerly known as JCP-VYP, LLC, a Florida Limited Liability Company, the owner of said real property, relating to voluntary annexation; making findings of fact in support thereof; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. This property is located on Highway 90 West across from CVS.

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

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

**Clerk should take custody of exhibits.**

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

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

# ORDINANCE NO. 2024-2293

## CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**  
2           **PETITION NO. ANX 24-03 SUBMITTED BY VYP, LLC, A FLORIDA LIMITED**  
3           **LIABILITY COMPANY, FORMERLY KNOWN AS JCP-VYP, LLC, A FLORIDA**  
4           **LIMITED LIABILITY COMPANY, THE OWNER OF SAID REAL PROPERTY,**  
5           **RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS OF FACT**  
6           **IN SUPPORT THEREOF; ANNEXING CERTAIN REAL PROPERTY LOCATED**  
7           **IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT,**  
8           **AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY,**  
9           **FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA;**  
10          **PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT;**  
11          **AND PROVIDING AN EFFECTIVE DATE.**

12          **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
13          of Lake City, Florida, hereinafter referred to as the City Council, to annex real property into the  
14          corporate boundaries of the City of Lake City, Florida, hereinafter referred to as the City;

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

19          **WHEREAS**, the owner of certain real property generally identified as parcel number 36-3S-16-  
20          02631-000 and containing .583 acres, more or less, and more particularly described herein below,  
21          has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the  
22          City; now, therefore,

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

24          1. Pursuant to a petition, ANX 24-03, by VYP, LLC, the owner of the below-described real  
25          property depicted on the location map attached hereto as Schedule "A" and incorporated as  
26          part of this ordinance, which real property is contiguous to the existing boundaries of the  
27          City and is reasonably compact, has petitioned the City to have said real property annexed  
28          into the corporate boundaries of City, to wit:

29                               **A parcel of land lying in Section 36, Township 3 South, Range**  
30                               **16 East, Columbia County, Florida, being more particularly**  
31                               **described as follows:**

32                   **Lots 2, 3, 4 and 5, Block A, Westwood Park, Section A,**  
33                   **according to the map or plat thereof, as recorded in Plat Book**  
34                   **1, Page 45 of the Public Records of Columbia County, Florida,**  
35                   **a subdivision embracing a part of the SW 1/4 of the SE 1/4 of**  
36                   **Section 36, Township 3 South, Range 16 East, Columbia**  
37                   **County, Florida, according to map of same prepared by C.W.**  
38                   **Brown and W.W. Nihiser, Surveyors, dated June 8, 1926, and**  
39                   **filed in the Official Records of the Columbia County Clerk of**  
40                   **Circuit Courts on July 6, 1926; less and except that portion**  
41                   **heretofore acquired by the state of Florida for road Right-of-**  
42                   **Ways.**

43                   (the "Subject Property").

- 44    2.   The City Council of the City of Lake City, Florida, (the "City Council"), finds the petition bears  
45       the signatures of all owners of the Subject Property in the area proposed to be annexed.
- 46    3.   The City Council finds the Subject Property, described in Section 1 above, presently is  
47       contiguous to the boundaries of the City, meets the criteria established by Chapter 171,  
48       Florida Statutes, as amended, and should be annexed to the boundaries of the City.
- 49    4.   The Subject Property, described in Section 1 above and depicted on Schedule A: Location  
50       Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the  
51       boundaries of the City, and said Subject Property in every way is a part of the City.
- 52    5.   The boundaries of the City are hereby redefined to include the Subject Property described  
53       in Section 1 hereof.
- 54    6.   The Subject Property, described in Section 1 above, shall continue to be classified as follows:  
55                   COMMERCIAL under the land use classifications as designated on  
56                   the Future Land Use Plan Map of the County Comprehensive Plan  
57                   and classified as COMMERCIAL INTENSIVE (CI) under the zoning  
58                   districts as designated on the Official Zoning Atlas of the County  
59                   Land Development Regulations until otherwise changed or  
60                   amended by appropriate ordinance of the City.
- 61    7.   Effective January 1, 2025, all real property lying within the boundaries of the City, as hereby  
62       redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject  
63       to all general and special assessments.



- 
- 64 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,  
65 within the area described in Section 1 above, upon the effective date of this ordinance under  
66 a valid license or permit issued by the County and all other necessary state or federal  
67 regulatory agencies, may continue such occupation, business, trade or profession within the  
68 entire boundaries of the City, as herein defined, upon securing a valid occupational license  
69 from the City, which shall be issued upon payment of the appropriate fee, without the  
70 necessity of taking or passing any additional examination or test which otherwise is required  
71 relating to the qualification of such occupations, businesses, trades or professions.
- 72 9. The City Clerk is hereby directed to file within seven (7) days after the effective date of this  
73 ordinance a certified copy of this ordinance with the following:
- 74 a) Florida Department of State, Tallahassee, Florida;  
75 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;  
76 c) Clerk of the Circuit Court of the County;  
77 d) Chief Administrative Officer of the County;  
78 e) Property Appraiser of the County;  
79 f) Tax Collector of the County; and  
80 g) All public utilities authorized to conduct business within the City.
- 81 10. If any provision or portion of this ordinance is declared by any court of competent jurisdiction  
82 to be void, unconstitutional or unenforceable, then all remaining provisions and portions of  
83 this ordinance shall remain in full force and effect.
- 84 11. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed  
85 to the extent of such conflict.
- 86 12. This ordinance shall become effective upon adoption.
- 87 13. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida  
88 Statutes, as amended, and Sections 171.011 through 171.094, Florida Statutes, as amended.



# 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 2024-2293- Annexation of real property within Columbia County.

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

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

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

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

1. Summary of the proposed ordinance:

The voluntary annexation of a parcel of land contiguous to the boundaries of the City of Lake City, FL.

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):

*City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by posting on the City website.*

*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 Resolution No. 2024-068 - A resolution of the City of Lake City, Florida, approving that certain second amendment to the amended and restated contract for Collection & Disposal Services for Solid Waste & Recycling between the City and Waste Pro of Florida, Inc., a Florida Corporation; finding said second amendment, among other things, extends said contract; making certain findings of fact in support of the City approving said second amendment; recognizing the authority of the Mayor to execute and bind the City to said second amendment; directing the Mayor to execute and bind the City to said second amendment; repealing all prior resolutions in conflict; and providing an effective date.

**RESOLUTION NO 2024 – 068**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN SECOND AMENDMENT TO THE AMENDED AND RESTATED CONTRACT FOR COLLECTION & DISPOSAL SERVICES FOR SOLID WASTE & RECYCLING BETWEEN THE CITY AND WASTE PRO OF FLORIDA, INC., A FLORIDA CORPORATION; FINDING SAID SECOND AMENDMENT, AMONG OTHER THINGS, EXTENDS SAID CONTRACT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID SECOND AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID SECOND AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID SECOND AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) and Waste Pro of Florida, Inc., a Florida corporation (“Waste Pro”), are parties to that certain Amended and Restated Contract for Collection and Disposal Services for Solid Waste and Recycling effective October 1, 2014 (the “Original Agreement”); and

WHEREAS, the Original Agreement provided Waste Pro would render to the City certain collection and disposal services for solid waste and recycling, establishing fees in compensation therefor, and establishing an index to adjust pricing to account for inflationary factors; and

WHEREAS, the Original Agreement has been routinely amended to adopt relevant and timely terms concerning fees and scope of services; and

WHEREAS, the City and Waste Pro mutually desire to amend the terms of the Original Agreement to provide for an extension of sixty (60) days in the form of the Exhibit attached hereto (the “Amendment”) to allow for the negotiation of a more comprehensive, longer term extension; and

WHEREAS, the Amendment retains the same level of service during the sixty (60) day period; and

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

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

1. Approving the Amendment is in the public or community interest and for 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 and directed to execute on behalf of and bind

the City to the terms of the Amendment; 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 September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Stephen M. Witt, Mayor

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

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**SECOND AMENDMENT TO AMENDED AND RESTATED CONTRACT FOR COLLECTION &  
DISPOSAL SERVICES FOR SOLID WASTE & RECYCLING**

**THIS AGREEMENT**, hereinafter referred to as the “Second Amendment”, by and between the CITY OF LAKE CITY, a political subdivision of the State of Florida, hereinafter referred to as the “City”, and WASTE PRO OF FLORIDA, INC., a Florida corporation authorized to transact business in the State of Florida, hereinafter referred to as the “Contractor”.

**WHEREAS**, the City and Contractor entered into a five year agreement (hereinafter “Initial Agreement”) on the 9<sup>th</sup> day of September, 2014, for Contractor to provide solid waste collection services within the City; and

**WHEREAS**, the City and Contractor entered into an agreement on October 1, 2019 extending the Initial Agreement for a five year period through September 30, 2024; and

**WHEREAS**, the City and Contractor desire to enter into a second amendment to the Initial Agreement extending the initial terms for an additional sixty (60) days through November 29, 2024; and

**WHEREAS**, the parties intend for all other terms to remain in full force and unchanged unless stated otherwise below;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and undertakings herein contained, and for other good and valuable consideration which the parties acknowledge, the parties agree as follows:

1. The City and Contractor mutually agree to extend the solid waste collection agreement until November 29, 2024, unless the parties mutually agree to a different term in writing.
2. Pricing for this sixty (60) day period commencing on October 1, 2024 shall be established pursuant to an adjustment to the fiscal year 2023 – 2024 rates calculated in accordance with Article XIV of the Initial Agreement.
3. All other terms, conditions, responsibilities, and obligations found in the initial agreement shall remain in full force and effect with no other modifications.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to the Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

**CITY OF LAKE CITY, FLORIDA**

By: Exhibit -- Not for Execution Date: \_\_\_\_\_  
Mayor, City of Lake City

**WASTE PRO OF FLORIDA, INC.**

By: Exhibit -- Not for Execution Date: \_\_\_\_\_  
Brian Wintjen, Regional Vice President

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**File Attachments for Item:**

15. City Council Resolution No. 2024-107 - A resolution of the City of Lake City, Florida, rescinding Resolution 2024-025; making findings of fact in support thereof; declaring a Moratorium on the acceptance and/or approval of applications for the renaming of Public Ways and Private Ways by the City Manager; making findings of fact in support thereof; providing for conflicts; providing for severability; providing for an effective date.(Presley Lane to NE Railroad St) (Council Member Ricky Jernigan)

## **RESOLUTION NO 2024 - 107**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, RESCINDING RESOLUTION 2024-025; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; DECLARING A MORATORIUM ON THE ACCEPTANCE AND/OR APPROVAL OF APPLICATIONS FOR THE RENAMING OF PUBLIC WAYS AND PRIVATE WAYS BY THE CITY MANAGER; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, of its own accord and as a result of community interest the City Council of the City of Lake City, Florida (the "City") on April 1, 2024 did adopt Resolution 2024-025 renaming that certain segment of Northeast Railroad Street situated between North Marion Avenue and Northeast Davis Avenue as Northeast Presley Lane; and

**WHEREAS**, the aforementioned renaming of Northeast Railroad Street as Northeast Presley Lane was predicated on all property owners adjacent to said segment of Northeast Railroad Street consenting to said name change; and

**WHEREAS**, the City Council is now aware one or more property owners adjacent to said segment of Northeast Railroad Street did not consent to said name change; and

**WHEREAS**, in light of the failure of all property owners adjacent to said segment of Northeast Railroad Street to consent to said name change the City Council desires to rescind Resolution 2024-025; and

**WHEREAS**, upon rescinding Resolution 2024-025 the name of said segment of Northeast Railroad Street shall revert to said street name; and

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

**WHEREAS**, after the name change contemplated herein as a result of the rescission of Resolution 2024-025 the relevant plat will conform to Chapter 86, Article IV, Sec. 86-114 Lake City Code, and will continue to meet all state requirements for such street name change; and

**WHEREAS**, Chapter 86, Article IV, Sec. 86-114(b) of the Lake City Code exists as a means of allowing members of the community to petition the City Manager by application to rename

public ways and private ways; and

**WHEREAS**, Chapter 86, Article IV, Sec. 86-114(b) lacks a mechanism to verify the consent of property owners adjacent to a public or private way being proposed for a name change; and

**WHEREAS**, obtaining the consent of property owners adjacent to a public or private way being proposed for a name change is an essential criteria of the City Council in granting the discretion to the City Manager to consent to such proposed name changes; and

**WHEREAS**, the City Council desires to declare a moratorium on the acceptance and/or approval of applications for the renaming of public ways and private ways by the City Manager pursuant to Chapter 86, Article IV, Sec. 86-114(b) to allow reevaluation of said provision of the Lake City Code; and

**WHEREAS**, rescinding the aforementioned Resolution 2024-025, and declaring a moratorium on the acceptance and/or approval of applications by the City Manager for the renaming of public ways and private ways is in the public interest and for the public welfare; now therefore

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

1. Rescinding the aforementioned Resolution 2024-025, and declaring a moratorium on the acceptance and/or approval of applications by the City Manager for the renaming of public ways and private ways is in the public interest and for the public welfare; and
2. Resolution 2024-025 is rescinded; and
3. That segment of road between North Marion Avenue and Northeast Davis Avenue shall henceforth be named Northeast Railroad Street; and
4. The public works, road, and other relevant personnel of the City are authorized and directed to take all actions consistent herewith, including changing the signage on the designated road segment to reflect the name designation set forth herein; and
5. A moratorium on the acceptance and/or approval of applications for the renaming of public ways and private ways by the City Manager pursuant to Chapter 86, Article IV, Sec. 86-114(b) is hereby declared; and

6. The City Manager, in consultation with the City Attorney, is authorized and directed to make recommendations to the City Council to change the process set forth in Chapter 86, Article IV, Sec. 86-114(b) to allow for a more definite means of verifying the consent of adjacent property owners, such other changes as are necessary and prudent, and/or to eliminate said provision from the Code; and
7. 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
8. 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 September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Stephen M. Witt, Mayor

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

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

Supporting documentation for Resolution No. 2024-107 is attached as follows:

- Resolution No. 2024-025 (11 Pages)

## RESOLUTION NO 2024 - 025

### CITY OF LAKE CITY, FLORIDA

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

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

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

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

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

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

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

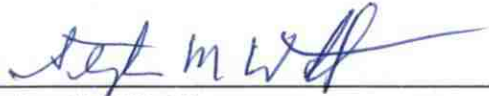
**BE IT RESOLVED** by the City of Lake City, Florida:

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

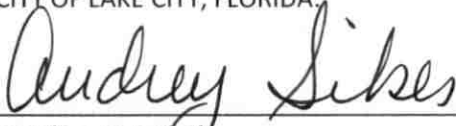
3. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
4. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this 1<sup>st</sup> day of April, 2024.

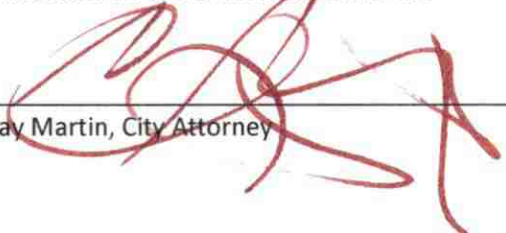
BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

  
\_\_\_\_\_  
Stephen M. Witt, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

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





## PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

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

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

Stephen Witt

Property Owner/Representative Name

Stephen M Witt  
Property Owner/Representative Signature

4.23.24  
Date

### General Location Map



# PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

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

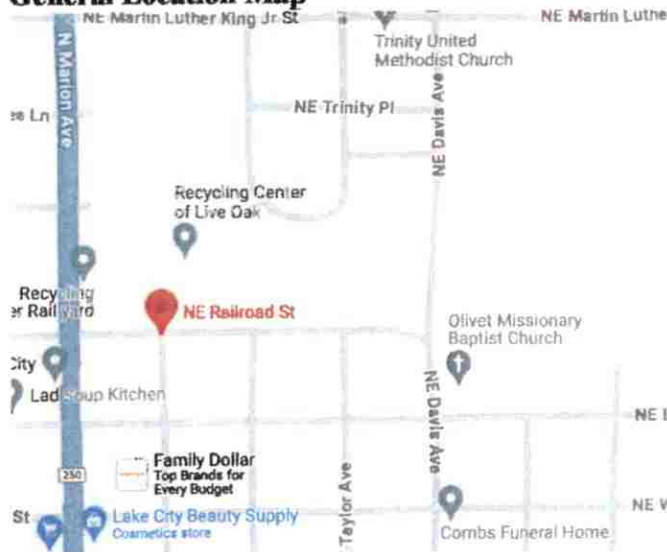
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Dale Tompkins  
Property Owner/Representative Name

Dale Tompkins  
Property Owner/Representative Signature

2/11/24  
Date

## General Location Map



# PETITION FOR STREET NAME CHANGE

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

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

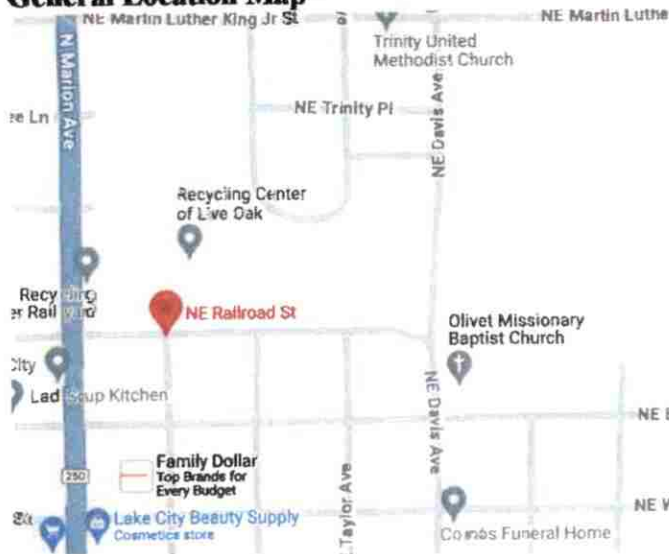
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Charles L Williams  
Property Owner/Representative Name

[Signature]  
Property Owner/Representative Signature

02/12/2024  
Date

### General Location Map



## PETITION FOR STREET NAME CHANGE

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

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

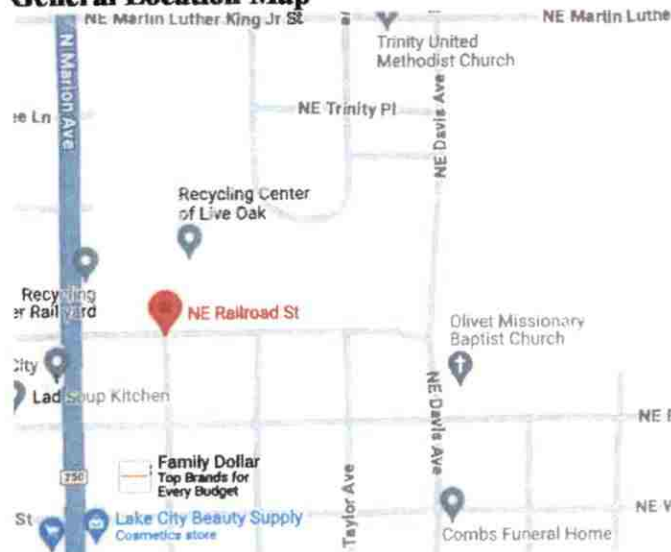
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Timothy Morgan  
Property Owner/Representative Name

Timothy Morgan  
Property Owner/Representative Signature

02/11/24  
Date

### General Location Map



## PETITION FOR STREET NAME CHANGE

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

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

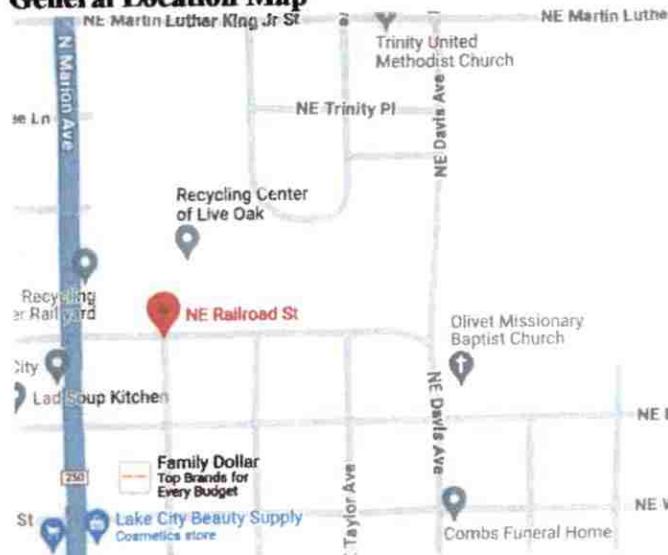
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Carlos Johnson  
Property Owner/Representative Name

[Signature]  
Property Owner/Representative Signature

2-15-2024  
Date

### General Location Map



## PETITION FOR STREET NAME CHANGE

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

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

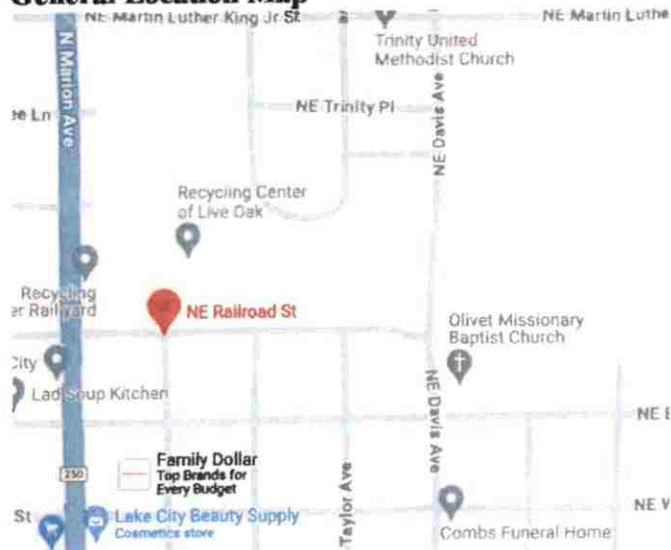
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

  
Property Owner/Representative Name

  
Property Owner/Representative Signature

2/16/24  
Date

### General Location Map



February 15, 2024

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

Regards,

John Gizzie

PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

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

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

Peter Vega  
Property Owner/Representative Name

[Signature]  
Property Owner/Representative Signature

2/19/24  
Date

General Location Map

