
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

April 21, 2025 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 4/17/2025: Item #26 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.

Events Prior to Meeting - 5:00 PM Council Workshop - Address questions regarding upcoming budget

Pledge of Allegiance

Invocation - Vice Mayor - Council Member Chevella Young

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

- [1.](#) Youth Leadership Week - April 24-30, 2025

Public Participation - Persons Wishing to Address Council

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

Approval of Consent Agenda

- [2.](#) City Council Resolution No. 2025-054 - A resolution of the City of Lake City, Florida adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 013-2025 for annual lime rock contract; accepting the bid from Pritchett Trucking, Inc., a Florida Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

- [3.](#) Katie Hall, General Manager and CEO, Florida Gas Utility - Natural Gas Financial Hedging PowerPoint
- [4.](#) Gallagher Consulting Services for Property and Casualty Insurance (Human Resources Director, BillieJo Bible)

Old BusinessOrdinances**Open Public Hearing**

- [5.](#) City Council Ordinance No. 2025-2302 (final reading) - An ordinance of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers' Pension Plan and Trust Fund; amending Section 70-96.1 to provide for payment of supplemental benefits to those receiving service incurred disability benefits and the continuation of supplemental benefits to joint annuitants prospectively; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading 4/7/2025

Close Public Hearing

Adopt City Council Ordinance No. 2025-2302 on final reading

Open Public Hearing

- [6.](#) City Council Ordinance No. 2025-2304 (final reading) - An ordinance pertaining to land development regulation fees within the City of Lake City; repealing said existing land use regulation fees established by Resolution 2019-099; establishing updated fees for land development regulation processing and review; establishing provisions regarding payment of said fees; establishing exceptions thereto for financial hardship; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

Passed on first reading 4/7/2025

Close Public Hearing

Adopt City Council Ordinance No. 2025-2304 on final reading

Resolutions - None

Other Items

- [7.](#) Discussion and Possible Action: Decision on venue selection for the City to host the Northeast Florida League Dinner Meeting to be held on Thursday, December 18, 2025 (City Clerk Audrey Sikes)
- [8.](#) Discussion and Possible Action: Inhouse City Attorney (City Manager Don Rosenthal)

New Business

Ordinances

- [9.](#) City Council Ordinance No. 2025-2305 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances concerning park hours; providing definitions; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2025-2305 on first reading

- [10.](#) City Council Ordinance No. 2025-2306 (first reading) - An ordinance of the City of Lake City, Florida, pertaining to the Police Officers' Pension Plan Board of Trustees; amending Chapter 70, Article IV, of the City of Lake City, Florida, Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-93 to change the terms of trustees of the Pension Plan

Board of Trustees; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2306 on first reading

- [11.](#) City Council Ordinance No. 2025-2308 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-01, by the City Council; providing for amending Section 4.12.2 entitled Permitted Principal Uses and Structures to permit Churches and other Houses of Worship as a permitted principal use and structure within the "CG" Commercial, General Zoning District; providing for amending Section 4.12.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CG" Commercial, General Zoning District; providing for amending Section 4.13.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CI" Commercial, Intensive Zoning District; providing for amending Section 4.14.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "C-CBD" Commercial-Central Business Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2025-2308 on first reading

Open Quasi-Judicial Hearing

- [12.](#) City Council Ordinance No. 2025-2307 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-03, submitted by Seacoast National Bank F/K/A Drummond National Bank relating to voluntary annexation; 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; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at 3882 W US Highway 90)

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. 2025-2307 on first reading

Open Quasi-Judicial Hearing

- [13.](#) City Council Ordinance No. 2025-2309 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Highway Interchange to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

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

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- 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. 2025-2309 on first reading

Open Quasi-Judicial Hearing

- [14.](#) City Council Ordinance No. 2025-2310 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage; providing for rezoning from County - Commercial, Highway Interchange (CHI) to City - Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

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.

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- 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. 2025-2310 on first reading

Resolutions

- [15.](#) City Council Resolution No. 2025-037 - A resolution of the City of Lake City, Florida, concerning the Federal Aviation Administration Disadvantaged Business Enterprise (DBE) Program; ratifying the actions of the then-City Manager taken on behalf of the City Committing the City to the terms of that certain September 2020 DBE Program Policy statement executed by the then-City Manager on October 14, 2020; ratifying actions of City Personnel taken in furtherance of and compliance with said program policy; approving that certain updated DBE Program Policy Statement dated November 2024; committing the City to terms of said Disadvantaged Business Enterprise (DBE) Program Policy Statement; making certain findings of fact in support of the City approving said November 2024 DBE Program Policy Statement; recognizing the authority of the Mayor to execute and bind the City to said November 2024 DBE Program Policy Statement; directing the Mayor to execute and bind the City to said November 2024 DBE Program Policy Statement; repealing all prior resolutions in conflict; and providing an effective date.

- [16.](#) City Council Resolution No. 2025-041 - A resolution of the City of Lake City, Florida approving that certain update to job position and description for reserve police officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's position descriptions manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.
- [17.](#) City Council Resolution No. 2025-044 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding between the City and United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security, to implement the Task Force Model contemplated by Section 287(G) of the Immigration and Nationality Act by which Lake City Police Department Personnel may perform certain functions of an Immigration Officer; 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.
- [18.](#) City Council Resolution No. 2025-050 - A resolution of the City Council of the City of Lake City, Florida, appointing Stephanie Marchman, Esq. of GrayRobinson, P.A. as a Special Magistrate to provide Due Process Hearings for the City; establishing appointment terms, conditions, and scope of work; establishing rates; providing for severability; repealing all resolutions in conflict; and providing an effective date.
- [19.](#) City Council Resolution No. 2025-055 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and the Florida Department of Transportation for the administration of State Grant Funds to aid the Lake City Gateway Airport in pipe and asphalt repairs along Taxiway "A"; making certain finding 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.
- [20.](#) City Council Resolution No. 2025-056 - A resolution of the City of Lake City, Florida, amending that certain agreement relating to the Community Development Block Grant between the City and Florida Department of Commerce; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [21.](#) City Council Resolution No. 2025-057 - A resolution of the City of Lake City, Florida, approving the exchange of 3000 rounds of frangible training

ammunition in the possession of the Lake City Police Department for 3000 rounds of full metal jacket training ammunition in the possession of the State Attorney's Office of the Third Judicial Circuit; making certain findings of fact in support of the City approving said ammunition exchange; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said frangible training ammunition to said State Attorney's Office; directing the Mayor to execute such documents as are necessary to accept the transfer of ownership of said full metal jacket ammunition to the City of Lake City for the use by the Lake City Police Department; repealing all prior resolutions in conflict; and providing an effective date.

- [22.](#) City Council Resolution No. 2025-59 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Gallagher, Inc, a Florida Corporation, for consulting services to conduct a needs assessment related to Property and Casualty Insurance Premiums; 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.
- [23.](#) City Council Resolution No. 2025-060 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 009-2025 for construction of LCQ North Development Hangar and Taxilanes; accepting the Bid from Gray Construction Services, Inc., a Florida Corporation as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [24.](#) City Council Resolution No. 2025-061 - A resolution of the City Council of the City of Lake City, Florida, concerning the Summer Youth Employment Program of the City of Lake City Police Department; recognizing the City of Lake City as the sole funding and administrative participant of the 2025 Program; authorizing the creation of twenty part-time, temporary positions to be administered by the City of Lake City Police Department in the City's Personnel Classification System; authorizing the transfer of funds from the Mariah Reginae Smith Fund Account (account number 001.16.574-080.82) to said Summer Youth Program (account number 001.11.521-030.49) to be administered by the City of Lake City Police Department; providing for the implementation and administration of the "Summer Youth Employment Program" by the City of Lake City Police Department from April 21, 2025 through August 31, 2025; providing for temporary, part-time training and employment opportunities for eligible City residents with the City; making findings of fact in support thereof; providing for conflicts; and providing an effective date.

- [25.](#) City Council Resolution No. 2025-062 - A resolution of the City of Lake City, Florida, implementing a moratorium on the acceptance and consideration for approval of applications for Mobile Home or Manufactured Home Land Use Actions or permit approvals in the City of Lake City; making certain findings of fact in support of the City approving said moratorium; recognizing the authority of the City to approve and implement said moratorium; directing the City of Lake City Land Development Regulations Administrator to cease acceptance of new applications for Mobile Home or Manufactured Home Land Use Actions or permit approvals as of the effective date hereof; directing the City Attorney, the City Clerk, the City Manager, and the City of Lake City Land Development Regulations Administrator Official and Planning staff to cooperate to prepare an ordinance implementing such moratorium; specifying a duration for such moratorium; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

- [26.](#) Discussion and Possible Action - Funding Request for Soulful Saturday, July 19, 2025 (Council Member Tammy Harris)

Departmental Administration - None

Comments by Charter Officers

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

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

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

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

File Attachments for Item:

1. Youth Leadership Week - April 24-30, 2025

Proclamation

YOUTH LEADERSHIP WEEK

APRIL 24 – 30, 2025

WHEREAS, *The annual celebration of National Student Leadership Week (NSLW) began on a national level in 1972 by Presidential Proclamation, and*

WHEREAS, *Students across the entire City of Lake City in schools that are public, private, and in-home settings, demonstrate leadership in the classroom while soaring above academic expectations in leadership capacities within academic, social, athletic, and community groups, and*

WHEREAS, *Student leaders make significant contributions to the climate and culture of their schools and communities, and it is important to celebrate their individual and collective efforts, and*

WHEREAS, *We believe students have earned their right to be recognized for the entire week of April 24 – 30, 2025.*

NOW, THEREFORE, *I, Noah Walker, Mayor of the City of Lake City, Florida, do hereby proclaim the week of April 24 – 30, 2025, as "Youth Leadership Week" joining the Celebration of Youth Leaders sponsored by Our Community Cares, Inc. and community partners and encourage citizens, businesses, organizations, and government agencies to join in acknowledging the success of Youth Leadership throughout the community.*



In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 21st day of April 2025.

A handwritten signature in black ink, appearing to read "Noah Walker".

Noah Walker, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

File Attachments for Item:

2. City Council Resolution No. 2025-054 - A resolution of the City of Lake City, Florida adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 013-2025 for annual lime rock contract; accepting the bid from Pritchett Trucking, Inc., a Florida Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
4/7/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Annual Lime rock Contract

DEPT / OFFICE: Public Works

Originator: Angel Bryant		
City Manager Don Rosenthal	Department Director Steve Brown	Date 3/19/2025
Recommended Action: Request approval to accept lowest bid from ITB-013-2025 with Pritchett Trucking for Annual Lime rock Contract.		
Summary Explanation & Background: This is for an annual limerock contract. ITB-013-2025 was posted 2/18/2025-3/18/2025. Pritchett Trucking was the lowest bidder out of the five proposals received. This is an annual budgeted expense for departments.		
Alternatives: Not accept bid.		
Source of Funds: Budgeted in: 001.15.541-030.53 for Public Works and 410.78.536-030.53 for Water D&C		
Financial Impact:		
Exhibits Attached: ITB-013-2025 Solicitation, Bid Tabulation, Pritchett Trucking Proposal.		

INVITATION TO BID
013-2025
LIMEROCK ANNUAL CONTRACT

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

RELEASE DATE: February 18, 2025

DEADLINE FOR QUESTIONS: March 4, 2025

PROPOSAL SUBMISSION DEADLINE: March 18, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Limerock Annual Contract

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

1. Introduction

1.1. Summary

INVITATION TO BID

013-2025

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 18, 2025 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Limerock Annual Contract

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Tuesday, March 4, 2025 at 2:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Don Rosenthal

City Manager

1.2. [Background](#)

This will be an annual contract with a term of one (1) year and two (2) optional one (1) year renewals.

1.3. [Contact Information](#)

Angel Bryant

Procurement Analyst

205 N Marion Ave

Lake City, FL 32055

Email: bryanta@lcfla.com

Phone: [\(386\) 715-5818](tel:(386)715-5818)

Department:

Procurement

1.4. Timeline

Release Project Date	February 18, 2025
Question Submission Deadline	March 4, 2025, 2:00pm
Question Response Deadline	March 11, 2025, 2:00pm
Proposal Submission Deadline	March 18, 2025, 2:00pm
Contractor Selection Date	April 7, 2025

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for Purchase and delivery of Limerock .

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

2.2. Pre-Bid Meeting

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

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Tuesday, March 18, 2025 at 2:00 pm. Late proposals shall not be accepted.

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Tuesday, March 11, 2025 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

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

2.6. Contents of Solicitation and Bidders Responsibilities

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

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City will accept proposals for an annual contract for approximately 700 tons of limerock.

3.2. Specifications

A. PRODUCT DESCRIPTION:

1. Deleterious Material: Limerock material must not contain cherty or other extremely hard pieces or lump balls or packets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing or strength or the limerock base.
2. Graduation and size requirements: For limerock base at least 97 percent (by weight) or the material must pass a 3½ inch sieve and the material must be graded uniformly down to dust. The fine material must consist entirely of dust of fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements must be done before the materials are placed on the road.
3. All limerock material must meet the current standard specifications for limerock base materials as described in the FDOT (Florida Department of Transportation) and bridge construction manual. All limerock material must be from a FDOT certified pit.

3.3. Contract

The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for a one (1) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms, upon mutual agreement with the successful Bidder.

3.4. Delivery

Delivery will be F.O.B job site or storage yard as requested at time orders are placed.

3.5. Quantity

Approximately 700 tons of limerock will be used during the contract year.

3.6. Protection of Property/Property Conditions

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

3.7. Safety

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

3.8. Employees

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

3.9. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

4. General Terms and Conditions

4.1. Definitions

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

4.2. Qualifications of Respondents

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

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

4.3. Award

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

4.4. Assignment

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

4.5. Basis for Bidding

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

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

4.6. Bidder Eligibility

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

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

4.7. Cancellation of Solicitation

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

4.8. Changing of Forms

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

4.9. Tax Exempt

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

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

4.10. Collusion Among Firms

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

4.11. Conflict of Interest

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

4.12. Conflicts within the Solicitation

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

4.13. Continuation of Work

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

4.14. Cost of Preparing Bid Response

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

4.15. Execution of Contract

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

4.16. Interpretation of Contract Documents

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

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

4.17. Liability

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

4.18. Notice to Proceed

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

4.19. Price Bid

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

4.20. Protests

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

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

4.21. Public Entity Crime

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

4.22. Public Record

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

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

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

4.23. Insurance

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

4.24. Indemnity

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

4.25. Liquidated Damages

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

4.26. Schedule

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

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

4.27. Special Conditions

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

4.28. Payment

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

4.29. References

Bidders must provide with their proposal material for evaluating the ability of the potential Bidder to execute a project of this type. Therefore, the Bidder is required to provide a minimum of three (3) references, which will be verified. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

4.30. Or Equal

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

4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.

- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

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

4.33. Required Documents

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

4.34. Employment Eligibility Verification (E-Verify)

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

4.35. Payment And Performance Bonds

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

4.36. Additional Information

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

5. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Limerock + Delivery	700	per ton		
TOTAL					

6. Vendor Questionnaire

6.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

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

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 013-2025 described as Limerock Annual Contract.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

☐ Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

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

Select all that apply

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

*Response required

6.7. Disputes Disclosure Form - Explanation*

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

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

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

☐ Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

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

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

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

☐ Please confirm

*Response required

6.10. [Non-Collusion Affidavit*](#)

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
013-2025, Limerock Annual Contract;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

6.11. [Human Trafficking Affidavit*](#)

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

*Response required

6.12. [E-Verify Affirmation Statement*](#)

013-2025-Limerock Annual Contract

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

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

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

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

☐ Please confirm

*Response required

6.13. Bidder's Checklist*

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

☐ Please confirm

*Response required

6.14. Clarifications and Exceptions*

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

*Response required

6.15. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

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

- A. This sworn statement is submitted with 013-2025.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an

adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

☐ Please confirm

*Response required

6.17. Please indicate which statement applies.*

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

Select all that apply

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

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

- ☐ Option 3: There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 4: The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 5: The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

[6.18. Required Documents](#)

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

[6.19. Describe Action Taken](#)

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

[6.20. Limerock Annual Contract Proposal Submittals *](#)

Please upload your submittals for this bid here.

*Response required



EVALUATION TABULATION
ITB No. 013-2025
Limerock Annual Contract
RESPONSE DEADLINE: March 18, 2025 at 2:00 pm
Report Generated: Tuesday, March 18, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Pritchett Trucking	\$12,425.00
Dylan Harrelson, Inc	\$12,740.00
Dirt and More Unlimited INC.	\$14,875.00
AKHG CORPORATION	\$19,432.00
Premier Dirt Work LLC	\$25,025.00

TABLE 1

					AKHG CORPORATION		Dirt and More Unlimited INC.		Dylan Harrelson, Inc		Premier Dirt Work LLC		Pritchett Trucking	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Limerock + Delivery	700	per ton	\$27.76	\$19,432.00	\$21.25	\$14,875.00	\$18.20	\$12,740.00	\$35.75	\$25,025.00	\$17.75	\$12,425.00
Total						\$19,432.00		\$14,875.00		\$12,740.00		\$25,025.00		\$12,425.00

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION
ITB No. 013-2025
Limerock Annual Contract

Question Title	AKHG CORPORATION	Dirt and More Unlimited INC.	Dylan Harrelson, Inc	Premier Dirt Work LLC	Pritchett Trucking
References	Pass	Pass	Pass	Pass	Pass
Title and Organization	Pass	Pass	Pass	Pass	Pass
Local Office	Pass	Pass	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass	Pass	Pass
Conflict of Interest Statement	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form - Explanation	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form - Acknowledgement	Pass	Pass	Pass	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass	Pass	Pass	Pass
Non-Collusion Affidavit	Pass	Pass	Pass	Pass	Pass
Human Trafficking Affidavit	Pass	Pass	Pass	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass	Pass	Pass	Pass
Bidder's Checklist	Pass	Pass	Pass	Pass	Pass
Clarifications and Exceptions	Pass	Pass	Pass	Pass	Pass
Federal Identification No. (FEID)	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION
 ITB No. 013-2025
 Limerock Annual Contract

Question Title	AKHG CORPORATION	Dirt and More Unlimited INC.	Dylan Harrelson, Inc	Premier Dirt Work LLC	Pritchett Trucking
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments	Pass	Pass	Pass	Pass	Pass
Please indicate which statement applies.	Pass	Pass	Pass	Pass	Pass
Required Documents	No Response	No Response	No Response	No Response	No Response
Describe Action Taken	Pass	No Response	Pass	Pass	Pass
Limerock Annual Contract Proposal Submittals	Pass	Pass	Pass	Pass	Pass



[PRITCHETT TRUCKING] RESPONSE DOCUMENT REPORT

ITB No. 013-2025

Limerock Annual Contract

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm

Report Generated: Tuesday, March 18, 2025

Pritchett Trucking Response

CONTACT INFORMATION

Company:

Pritchett Trucking

Email:

smclaughlin@pritchetttrucking.com

Contact:

Sam McLaughlin

Address:

1050 SE 6th Street
PO Box 311
Lake Butler, FL 32054

Phone:

(386) 496-2630

Website:

www.pritchetttrucking.com

Submission Date:

Mar 14, 2025 1:16 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. References*

Pass

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

BAKER COUNTY ROAD DEPT
CONSTRUCTION

PO BOX 183

BRADFORD COUNTY ROAD DEPT

812B NORTH GRAND ST

VALLENCOURT

PO BOX 183

SANDERSON,FL 32087 32043	STARKE, FL 32091	GREEN COVE SPRINGS, FL
904.275.2373	904.966.6242	904.291.9330
MARY CHRJAPIN	DOTTIE HANSEN	STAN BATES
1995	1995	1995

2. Title and Organization*

Pass

Please provide your title and organization's name.

OPERATION MANAGER / AGGREGATE SALES PRITCHETT TRUCKING, INC

3. Local Office*

Pass

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

LAKE BUTLER, FLORIDA

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

LAKE BUTLER, FLORIDA

5. Conflict of Interest Statement*

Pass

A. The above named entity is submitting a Bid for the City of Lake City 013-2025 described as Limerock Annual Contract.

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

Confirmed

6. Disputes Disclosure Form*

Pass

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

None

7. Disputes Disclosure Form - Explanation*

Pass

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

N/A

8. Disputes Disclosure Form - Acknowledgement*

Pass

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

Confirmed

9. Drug Free Workplace Certificate*

Pass

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

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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

Confirmed

10. Non-Collusion Affidavit*

Pass

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
013-2025, Limerock Annual Contract;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal

price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;

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

Confirmed

11. Human Trafficking Affidavit*

Pass

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

SKM_C250i_D25031413180.pdf

12. E-Verify Affirmation Statement*

Pass

013-2025-Limerock Annual Contract

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

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

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

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

Confirmed

13. Bidder's Checklist*

Pass

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

Confirmed

14. Clarifications and Exceptions*

Pass

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

N/A

15. Federal Identification No. (FEID)*

Pass

Please provide your FEIN number here.

59-2129001

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

Pass

- A. This sworn statement is submitted with 013-2025.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for

goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

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

Confirmed

17. Please indicate which statement applies.*

Pass

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

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

18. Required Documents

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

No response submitted

19. Describe Action Taken

Pass

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

N/A

20. Limerock Annual Contract Proposal Submittals *

Pass

Please upload your submittals for this bid here.

SKM_C250i_S25031111340.pdf

Limestone_Materials.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Limerock + Delivery	700	per ton	\$17.75	\$12,425.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$12,425.00

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as OPERATIONS MANAGER/AGGREGATE SALES (Role) OF PRITCHETT TRUCKING, INC
3. PRITCHETT TRUCKING, INC (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I SAM MCLAUGHLIN, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

PRITCHETT TRUCKING, INC
NAME OF BUSINESS ENTITY


SIGNATURE

SAM MCLAUGHLIN OPERATIONS MANAGER/
AGGREGATE SALES
TYPE NAME AND TITLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 E-MAIL ADDRESS:	FAX (A/C, No): (352) 376-8393
INSURED Pritchett Trucking Inc. PO Box 311 Lake Butler, FL 32054	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 26832

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC F280372-00	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 E-MAIL ADDRESS:	FAX (A/C, No): (352) 376-8393
INSURED Pritchett Trucking Inc. 1050 SE 6th St Lake Butler, FL 32054	INSURER(S) AFFORDING COVERAGE INSURER A: National Interstate Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32620

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PRI819997901	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Trl Interchange \$ 50,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PRI819997901	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Trl. Interchang \$ 50,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



4475 SW 35TH TERRACE, GAINESVILLE, FL 32608

(352) 372-3392 FAX NO: (352) 336-7914

PROJECT NO:

0210.2400136.0000

Certificate of Authorization No. 549

REPORT NO:

1127692

REPORT ON LIMEROCK BEARING RATIO FM5-515, FM1-T180

CLIENT: Commercial Industrial Corporation CIC
186 Northwest 68th Ave
Ocala, FL 34482

PROJECT: CIC, Limestone Materials
21806 W Newberry Road, Newberry,
Alachua County, FL 32669

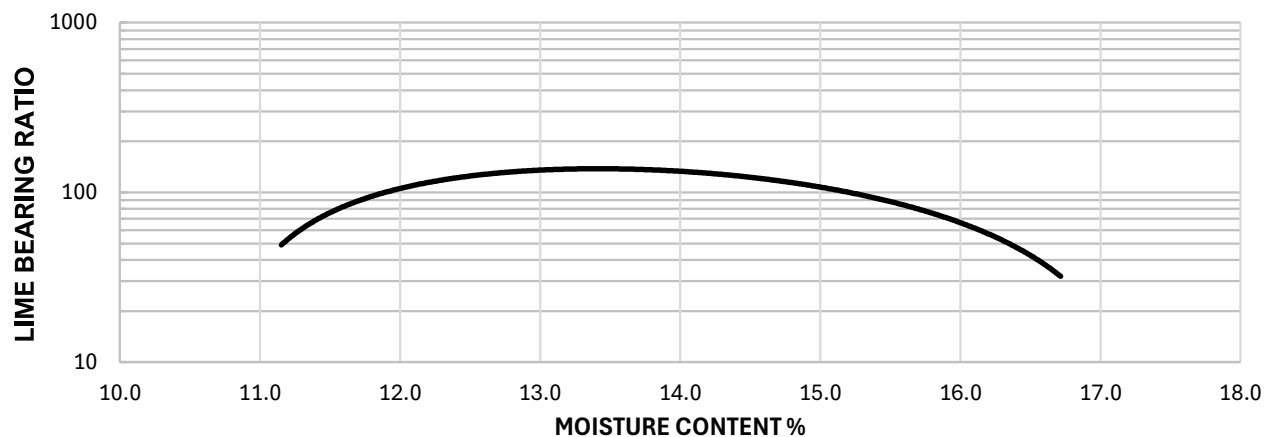
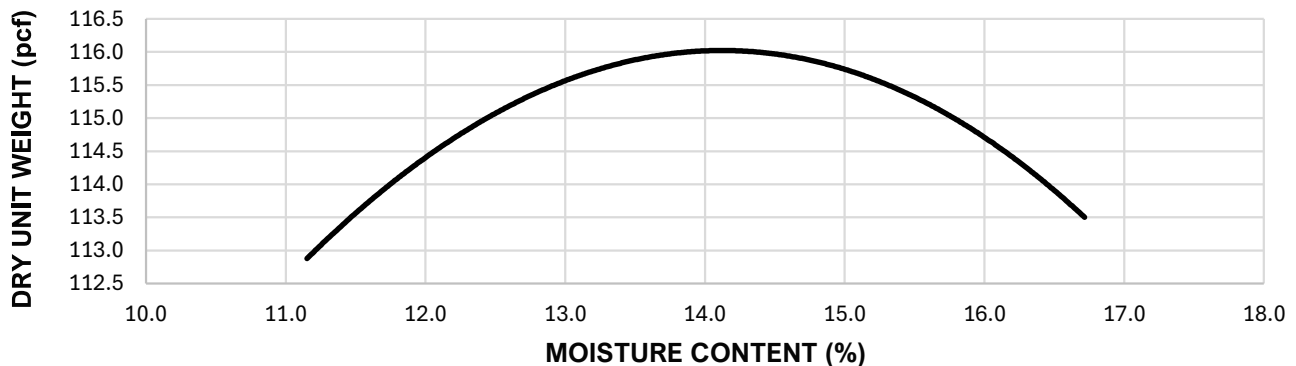
DATE SAMPLED: 2/5/2025

DATE TESTED: 2/10/2025

SAMPLE LOCATION: Stockpile 250501

TESTED BY: SB - B65078583

SOIL DESCRIPTION: Limestone



MAX DENSITY: **116.0** pcf
OPT MOISTURE: **14.1** %
LBR VALUE: **138**

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of April, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Pritchett Trucking Inc. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-013-2025 (the "Procurement Document") for Lime rock Annual Contract; and

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

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

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

1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,

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

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

3. **Services.**

- a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Steve Brown, Executive Director of Utilities.
- c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

- a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):
 - ☒ the Effective Date;
 - or
 - ☐ the date of _____, 202__.
 and shall remain in full force and effect for _____ ☐ years / ☐ months / ☐ days, or until termination of the Agreement, whichever occurs first.
- b. **Term Extension.** (Select appropriate box.)
 - ☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.a.
 - or
 - ☒ The Parties may extend the term of this Agreement for two (2) additional one (1) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

- a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.
- b. **Payment Details.** The City agrees to pay the Contractor ~~the not-to-exceed sum of \$_____ for Services completed and accepted as provided in Section 15 herein if applicable, payable—~~

~~[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]~~

- i. ☐ ~~in equal monthly payments of \$_____ beginning on the first day of the month commencing on _____, 202__, upon submittal of an invoice as required herein.~~

~~_____ OR~~

- ii. ☐ ~~on a fixed fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.~~

~~OR~~

- iii. ☐ ~~at the following hourly rates (select appropriate box):~~

☐ ~~the hourly rate of \$_____;~~

~~or~~

☐ ~~the hourly rates set out in Exhibit attached hereto, upon submittal of an invoice as required herein.~~

~~OR~~

- iv. ~~(DESCRIBE PAYMENT TERMS)~~

- c. **Travel Expenses.** (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

☐ The City shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by _____.

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

- e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to (select appropriate box):

☒ the designated person as set out in Section 18 herein;

☐ as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. Personnel.

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

7. Termination.

- a. **Contractor Default -- Provisions and Remedies of City.**
 - i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
 - ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 - iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

-
- b. **City Default -- Provisions and Remedies of Contractor.**
- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
 - ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
 - iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
- c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
9. **Confidential Information and Public Records.**
- a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
 - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the

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

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

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

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records

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

Mailing Address

205 North Marion Avenue,

Lake City, Florida 32055.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3)

years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
13. **Liability and Insurance.**
 - a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
 - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
 - c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
 - d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.
16. **Subcontracting/Assignment.**
- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** (Select appropriate box.)
- ☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- or
- ☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this

provision upon fifteen (15) days' notice to Contractor.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.
18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: Pritchett Trucking Inc
Attn: Sam Mclaughlin
1050 SE 6th Street
PO Box 311
Lake Butler, FL 32054

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

19. **Conflict of Interest.**
- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
 - b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.
20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by

Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
 - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between

the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(REMAINDER OF PAGE INTENTIONALLY BLANK)
(Signature Page Follows)

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

Pritchett Trucking Inc.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

By _____, its _____

Noah Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

EXHIBIT A
STATEMENT OF WORK

PAGE INTENTIONALLY LEFT BLANK
(Document to be Provided Prior to Agreement Execution)

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

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

EXHIBIT C
PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT D
PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

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

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

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

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

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

Line Total Amount due by line item

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

EXHIBIT E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

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

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

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
 - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

EXHIBIT F
PERFORMANCE BOND

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

RESOLUTION NO 2025-054

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 013-2025 FOR ANNUAL LIME ROCK CONTRACT; ACCEPTING THE BID FROM PRITCHETT TRUCKING, INC., A FLORIDA CORPORATION; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the “City”) requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 013-2025 (the “ITB”) seeking a vendor-for an annual contract to provide lime rock and lime rock hauling services to the City (the “Services”); and

WHEREAS, Pritchett Trucking, Inc., a Florida corporation (the “Vendor”) was the lowest bidder responding to the ITB; and

WHEREAS, the City desires to and does accept the Vendor’s bid; and

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

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Accepting the Vendor’s bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and

-
2. In furtherance thereof, the bid from the Vendor is accepted and the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

INVITATION TO BID
013-2025
LIMEROCK ANNUAL CONTRACT

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

RELEASE DATE: February 18, 2025

DEADLINE FOR QUESTIONS: March 4, 2025

PROPOSAL SUBMISSION DEADLINE: March 18, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

City of Lake City
INVITATION TO BID
Limerock Annual Contract

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

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1. Introduction

1.1. Summary

INVITATION TO BID

013-2025

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 18, 2025 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Limerock Annual Contract

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Tuesday, March 4, 2025 at 2:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Don Rosenthal

City Manager

1.2. [Background](#)

This will be an annual contract with a term of one (1) year and two (2) optional one (1) year renewals.

1.3. [Contact Information](#)

Angel Bryant

Procurement Analyst

205 N Marion Ave

Lake City, FL 32055

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Email: bryanta@lcfla.com

Phone: [\(386\) 715-5818](tel:(386)715-5818)

Department:

Procurement

1.4. Timeline

Release Project Date	February 18, 2025
Question Submission Deadline	March 4, 2025, 2:00pm
Question Response Deadline	March 11, 2025, 2:00pm
Proposal Submission Deadline	March 18, 2025, 2:00pm
Contractor Selection Date	April 7, 2025

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2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for Purchase and delivery of Limerock .

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

2.2. Pre-Bid Meeting

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

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Tuesday, March 18, 2025 at 2:00 pm. Late proposals shall not be accepted.

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Tuesday, March 11, 2025 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

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

2.6. Contents of Solicitation and Bidders Responsibilities

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

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3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City will accept proposals for an annual contract for approximately 700 tons of limerock.

3.2. Specifications

A. PRODUCT DESCRIPTION:

1. Deleterious Material: Limerock material must not contain cherty or other extremely hard pieces or lump balls or packets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing or strength or the limerock base.
2. Graduation and size requirements: For limerock base at least 97 percent (by weight) or the material must pass a 3½ inch sieve and the material must be graded uniformly down to dust. The fine material must consist entirely of dust of fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements must be done before the materials are placed on the road.
3. All limerock material must meet the current standard specifications for limerock base materials as described in the FDOT (Florida Department of Transportation) and bridge construction manual. All limerock material must be from a FDOT certified pit.

3.3. Contract

The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for a one (1) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms, upon mutual agreement with the successful Bidder.

3.4. Delivery

Delivery will be F.O.B job site or storage yard as requested at time orders are placed.

3.5. Quantity

Approximately 700 tons of limerock will be used during the contract year.

3.6. Protection of Property/Property Conditions

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

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3.7. Safety

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

3.8. Employees

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

3.9. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

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4. General Terms and Conditions

4.1. Definitions

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

4.2. Qualifications of Respondents

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

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

4.3. Award

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

4.4. Assignment

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

4.5. Basis for Bidding

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

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

4.6. Bidder Eligibility

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

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

4.7. Cancellation of Solicitation

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

4.8. Changing of Forms

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

4.9. Tax Exempt

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

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

4.10. Collusion Among Firms

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

4.11. Conflict of Interest

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

4.12. Conflicts within the Solicitation

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

4.13. Continuation of Work

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

4.14. Cost of Preparing Bid Response

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

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

4.15. Execution of Contract

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

4.16. Interpretation of Contract Documents

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

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

4.17. Liability

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

4.18. Notice to Proceed

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

4.19. Price Bid

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

4.20. Protests

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

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

4.21. Public Entity Crime

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

4.22. Public Record

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

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

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

4.23. Insurance

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

4.24. Indemnity

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

4.25. Liquidated Damages

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

4.26. Schedule

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

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

4.27. Special Conditions

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

4.28. Payment

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

4.29. References

Bidders must provide with their proposal material for evaluating the ability of the potential Bidder to execute a project of this type. Therefore, the Bidder is required to provide a minimum of three (3) references, which will be verified. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

4.30. Or Equal

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

4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.

- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

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

4.33. Required Documents

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

4.34. Employment Eligibility Verification (E-Verify)

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

4.35. Payment And Performance Bonds

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

4.36. Additional Information

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

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5. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Limerock + Delivery	700	per ton		
TOTAL					

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6. Vendor Questionnaire

6.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

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

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 013-2025 described as Limerock Annual Contract.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

☐ Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

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

Select all that apply

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

*Response required

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6.7. Disputes Disclosure Form - Explanation*

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

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

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

☐ Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

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

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

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

☐ Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
013-2025, Limerock Annual Contract;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

6.11. Human Trafficking Affidavit*

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

*Response required

6.12. E-Verify Affirmation Statement*

013-2025-Limerock Annual Contract

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

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

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

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

☐ Please confirm

*Response required

6.13. Bidder's Checklist*

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

☐ Please confirm

*Response required

6.14. Clarifications and Exceptions*

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

*Response required

6.15. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

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

- A. This sworn statement is submitted with 013-2025.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an

adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

☐ Please confirm

*Response required

6.17. Please indicate which statement applies.*

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

Select all that apply

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

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

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- ☐ Option 3: There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 4: The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 5: The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

6.18. Required Documents

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

6.19. Describe Action Taken

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

6.20. Limerock Annual Contract Proposal Submittals *

Please upload your submittals for this bid here.

*Response required

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**NOT FOR
EXECUTION**



City of Lake City
Procurement

Brenda Karr, Procurement Director
205 N. Marion Ave., Lake City, FL 32055

EVALUATION TABULATION
ITB No. 013-2025
Limerock Annual Contract
RESPONSE DEADLINE: March 18, 2025 at 2:00 pm
Report Generated: Tuesday, March 18, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Pritchett Trucking	\$12,425.00
Dylan Harrelson, Inc	\$12,740.00
Dirt and More Unlimited INC.	\$14,875.00
AKHG CORPORATION	\$19,432.00
Premier Dirt Work LLC	\$25,025.00

TABLE 1

					AKHG CORPORATION		Dirt and More Unlimited INC.		Dylan Harrelson, Inc		Premier Dirt Work LLC		Pritchett Trucking	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Limerock + Delivery	700	per ton	\$27.76	\$19,432.00	\$21.25	\$14,875.00	\$18.20	\$12,740.00	\$35.75	\$25,025.00	\$17.75	\$12,425.00
Total						\$19,432.00		\$14,875.00		\$12,740.00		\$25,025.00		\$12,425.00

VENDOR QUESTIONNAIRE PASS/FAIL

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EXECUTION

EVALUATION TABULATION
ITB No. 013-2025
Limerock Annual Contract

Question Title	AKHG CORPORATION	Dirt and More Unlimited INC.	Dylan Harrelson, Inc	Premier Dirt Work LLC	Pritchett Trucking
References	Pass	Pass	Pass	Pass	Pass
Title and Organization	Pass	Pass	Pass	Pass	Pass
Local Office	Pass	Pass	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass	Pass	Pass
Conflict of Interest Statement	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form - Explanation	Pass	Pass	Pass	Pass	Pass
Disputes Disclosure Form - Acknowledgement	Pass	Pass	Pass	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass	Pass	Pass	Pass
Non-Collusion Affidavit	Pass	Pass	Pass	Pass	Pass
Human Trafficking Affidavit	Pass	Pass	Pass	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass	Pass	Pass	Pass
Bidder's Checklist	Pass	Pass	Pass	Pass	Pass
Clarifications and Exceptions	Pass	Pass	Pass	Pass	Pass
Federal Identification No. (FEID)	Pass	Pass	Pass	Pass	Pass

Question Title	AKHG CORPORATION	Dirt and More Unlimited INC.	Dylan Harrelson, Inc	Premier Dirt Work LLC	Pritchett Trucking
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments	Pass	Pass	Pass	Pass	Pass
Please indicate which statement applies.	Pass	Pass	Pass	Pass	Pass
Required Documents	No Response	No Response	No Response	No Response	No Response
Describe Action Taken	Pass	No Response	Pass	Pass	Pass
Limerock Annual Contract Proposal Submittals	Pass	Pass	Pass	Pass	Pass



[PRITCHETT TRUCKING] RESPONSE DOCUMENT REPORT

ITB No. 013-2025

Limerock Annual Contract

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm

Report Generated: Tuesday, March 18, 2025

Pritchett Trucking Response

CONTACT INFORMATION

Company:

Pritchett Trucking

Email:

smclaughlin@pritchetttrucking.com

Contact:

Sam McLaughlin

Address:

1050 SE 6th Street
PO Box 311
Lake Butler, FL 32054

Phone:

(386) 496-2630

Website:

www.pritchetttrucking.com

Submission Date:

Mar 14, 2025 1:16 PM (Eastern Time)

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. References*

Pass

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

BAKER COUNTY ROAD DEPT
CONSTRUCTION

PO BOX 183

BRADFORD COUNTY ROAD DEPT

812B NORTH GRAND ST

VALLENCOURT

PO BOX 183

SANDERSON,FL 32087 32043	STARKE, FL 32091	GREEN COVE SPRINGS, FL
904.275.2373	904.966.6242	904.291.9330
MARY CHRJAPIN	DOTTIE HANSEN	STAN BATES
1995	1995	1995

2. Title and Organization*

Pass

Please provide your title and organization's name.

OPERATION MANAGER / AGGREGATE SALES PRITCHETT TRUCKING, INC

3. Local Office*

Pass

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

LAKE BUTLER, FLORIDA

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

LAKE BUTLER, FLORIDA

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 013-2025 described as Limerock Annual Contract.

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

Confirmed

6. Disputes Disclosure Form*

Pass

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

None

7. Disputes Disclosure Form - Explanation*

Pass

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

N/A

8. Disputes Disclosure Form - Acknowledgement*

Pass

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

Confirmed

9. Drug Free Workplace Certificate*

Pass

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

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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

Confirmed

10. Non-Collusion Affidavit*

Pass

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
013-2025, Limerock Annual Contract;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal

price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;

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

Confirmed

11. Human Trafficking Affidavit*

Pass

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

SKM_C250i_D25031413180.pdf

12. E-Verify Affirmation Statement*

Pass

013-2025-Limerock Annual Contract

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

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

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

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

Confirmed

13. Bidder's Checklist*

Pass

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

Confirmed

14. Clarifications and Exceptions*

Pass

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

N/A

15. Federal Identification No. (FEID)*

Pass

Please provide your FEIN number here.

59-2129001

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

Pass

- A. This sworn statement is submitted with 013-2025.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for

goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

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

Confirmed

17. Please indicate which statement applies.*

Pass

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

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

18. Required Documents

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

No response submitted

19. Describe Action Taken

Pass

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

N/A

20. Limerock Annual Contract Proposal Submittals *

Pass

Please upload your submittals for this bid here.

SKM_C250i_S25031111340.pdf

Limestone_Materials.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Limerock + Delivery	700	per ton	\$17.75	\$12,425.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$12,425.00

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as OPERATIONS MANAGER/AGGREGATE SALES (Role) OF PRITCHETT TRUCKING, INC
3. PRITCHETT TRUCKING, INC (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I SAM MCLAUGHLIN, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

PRITCHETT TRUCKING, INC
NAME OF BUSINESS ENTITY


SIGNATURE

SAM MCLAUGHLIN OPERATIONS MANAGER/
AGGREGATE SALES
TYPE NAME AND TITLE

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 E-MAIL ADDRESS:	FAX (A/C, No): (352) 376-8393
INSURED Pritchett Trucking Inc. PO Box 311 Lake Butler, FL 32054	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Company 26832 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC F280372-00	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000 E.L. DISEASE - POLICY LIMIT \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT TO
RESOLUTION
NOT FOR
EXECUTION



PRITTRU-02

TJOHNSON3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 E-MAIL ADDRESS:	FAX (A/C, No): (352) 376-8393
INSURED Pritchett Trucking Inc. 1050 SE 6th St Lake Butler, FL 32054	INSURER(S) AFFORDING COVERAGE INSURER A: National Interstate Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
	NAIC # 32620	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PRI819997901	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,00 GENERAL AGGREGATE \$ 2,00 PRODUCTS - COMP/OP AGG \$ 2,00 Trl Interchange \$ 5
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PRI819997901	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Trl. Interchang \$ 5
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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4475 SW 35TH TERRACE, GAINESVILLE, FL 32608

(352) 372-3392 FAX NO: (352) 336-7914

PROJECT NO:

0210.2400136.0000

Certificate of Authorization No. 549

REPORT NO:

1127692

**REPORT ON LIMEROCK BEARING RATIO
FM5-515, FM1-T180**

CLIENT: Commercial Industrial Corporation CIC
186 Northwest 68th Ave
Ocala, FL 34482

PROJECT: CIC, Limestone Materials
21806 W Newberry Road, Newberry,
Alachua County, FL 32669

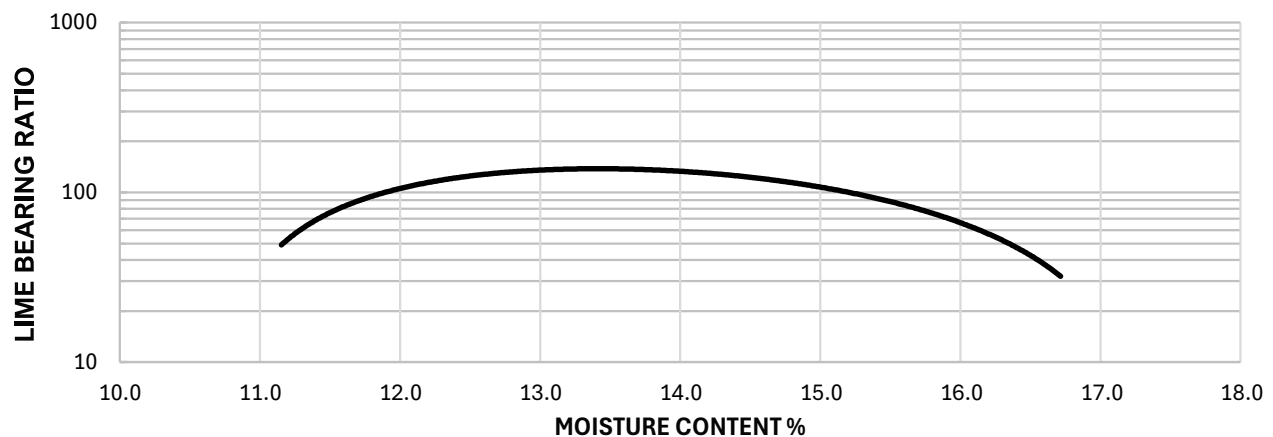
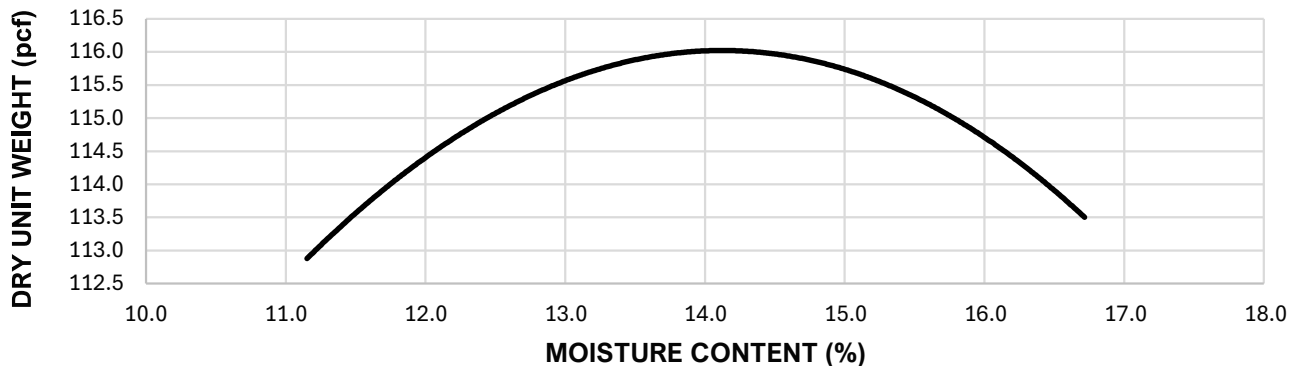
DATE SAMPLED: 2/5/2025

DATE TESTED: 2/10/2025

SAMPLE LOCATION: Stockpile 250501

TESTED BY: SB - B65078583

SOIL DESCRIPTION: Limestone



MAX DENSITY: 116.0 pcf
OPT MOISTURE: 14.1 %
LBR VALUE: 138

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of April, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Pritchett Trucking Inc. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-013-2025 (the "Procurement Document") for Lime rock Annual Contract; and

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

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

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

1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,

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

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.
3. **Services.**
 - a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
 - b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Steve Brown, Executive Director of Utilities.
 - c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
 - d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
 - e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

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EXECUTION

- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

- a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):
 - ☒ the Effective Date;
 - or
 - ☐ the date of _____, 202__.
 and shall remain in full force and effect for _____ ☐ years / ☐ months / ☐ days, or until termination of the Agreement, whichever occurs first.
- b. **Term Extension.** (Select appropriate box.)
 - ☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.a.
 - or
 - ☒ The Parties may extend the term of this Agreement for two (2) additional one (1) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

- a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.
- b. **Payment Details.** The City agrees to pay the Contractor ~~the not-to-exceed sum of \$ _____, for Services completed and accepted as provided in Section 15 herein if applicable, payable—~~

~~[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]~~

- i. ☐ ~~in equal monthly payments of \$ _____ beginning on the first day of the month commencing on _____, 202__, upon submittal of an invoice as required herein.~~

~~_____ OR~~

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- ii. ☐ ~~on a fixed fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.~~

~~OR~~

- iii. ☐ ~~at the following hourly rates (select appropriate box):~~

☐ ~~the hourly rate of \$_____;~~

~~or~~

☐ ~~the hourly rates set out in Exhibit attached hereto, upon submittal of an invoice as required herein.~~

~~OR~~

- iv. ~~(DESCRIBE PAYMENT TERMS)~~

- c. **Travel Expenses.** (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

☐ The City shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by _____.

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

- e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to (select appropriate box):

☒ the designated person as set out in Section 18 herein;

☐ as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

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6. Personnel.

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

7. Termination.

- a. **Contractor Default -- Provisions and Remedies of City.**
 - i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
 - ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 - iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

- b. **City Default -- Provisions and Remedies of Contractor.**
- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
 - ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
 - iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
- c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
9. **Confidential Information and Public Records.**
- a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
 - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the

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

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

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

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records

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

Mailing Address

205 North Marion Avenue,

Lake City, Florida 32055.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3)

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years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
13. **Liability and Insurance.**
 - a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
 - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
 - c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
 - d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.
16. **Subcontracting/Assignment.**
- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** (Select appropriate box.)
- ☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- or
- ☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this

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provision upon fifteen (15) days' notice to Contractor.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.
18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: Pritchett Trucking Inc
Attn: Sam Mclaughlin
1050 SE 6th Street
PO Box 311
Lake Butler, FL 32054

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

19. **Conflict of Interest.**
- The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
 - The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.
20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by

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Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
 - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between

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the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

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(Signature Page Follows)

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

Pritchett Trucking Inc.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION

By _____, its _____

EXHIBIT-NOT FOR EXECUTION

Noah Walker, Mayor

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

EXHIBIT-NOT FOR EXECUTION

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

EXHIBIT-NOT FOR EXECUTION

Clay Martin, City Attorney

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EXHIBIT A
STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

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EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

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

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EXHIBIT C
PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

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EXHIBIT D
PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

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

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

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

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

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

Line Total Amount due by line item

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

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EXHIBIT E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

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

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

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
 - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

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EXHIBIT F
PERFORMANCE BOND

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

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File Attachments for Item:

3. Katie Hall, General Manager and CEO, Florida Gas Utility - Natural Gas Financial Hedging PowerPoint

MEETING DATE
4/21/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Natural Gas Hedging

DEPT / OFFICE: Natural Gas

Originator: Steve Brown, Executive Director of Utilities		
City Manager Don Rosenthal	Department Director Steve Brown	Date 3/27/2025
Recommended Action: Our recommendation is to have FGU hedge our Natural Gas prices.		
Summary Explanation & Background: The City of Lake City as a member of Florida Gas Utility (FGU) is currently participating in hedging programs to prevent extreme cost fluctuations from being passed along to our valued customers. As the current hedging program expires we would like to replace it with current market values. Mrs. Katie Hall of FGU has volunteered to come and present a plan to show over all cost savings for all their members.		
Alternatives: Not to participate.		
Source of Funds: 420.80.532.030.49		
Financial Impact: Shown with the presentation		
Exhibits Attached: Presentation provided by FGU.		



Natural Gas Financial Hedging

04/21/2025

What is Hedging?



Hedging is a type of investment that is intended to **reduce the risk of adverse price movements** in an asset



All commodities can be hedged – corn, apples, gasoline, natural gas



There are several hedging products available

Recommend starting with Futures Contracts or Call Options

Why Do We Hedge?

- Hedging is NOT an attempt to “beat the market”
- It reduces risk of price volatility
- Helps achieve budget goals & rate stability
- Should be viewed as an insurance policy

When Should We Hedge?

- A good hedging policy is ongoing
- However, many don't hedge until prices increase
- Utilities tend to become complacent once prices drop and stabilize

Current Forecast

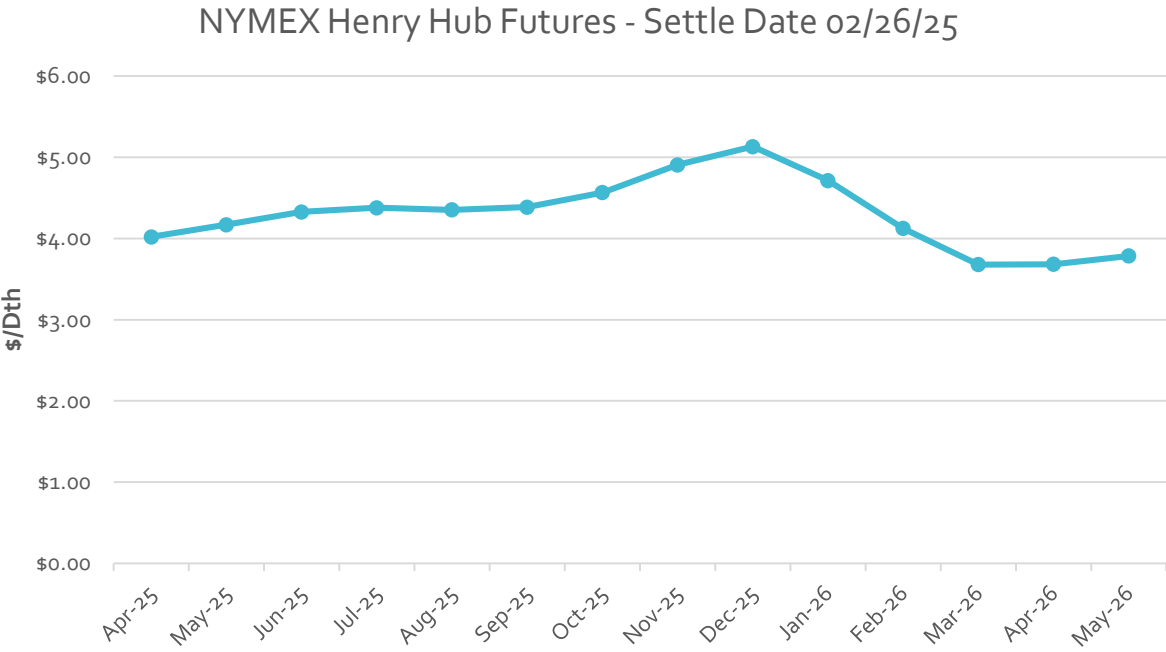
Natural gas prices are currently very low

- Prices have been between \$3.00-\$4.00/dth (\$0.30-\$0.40/therm)

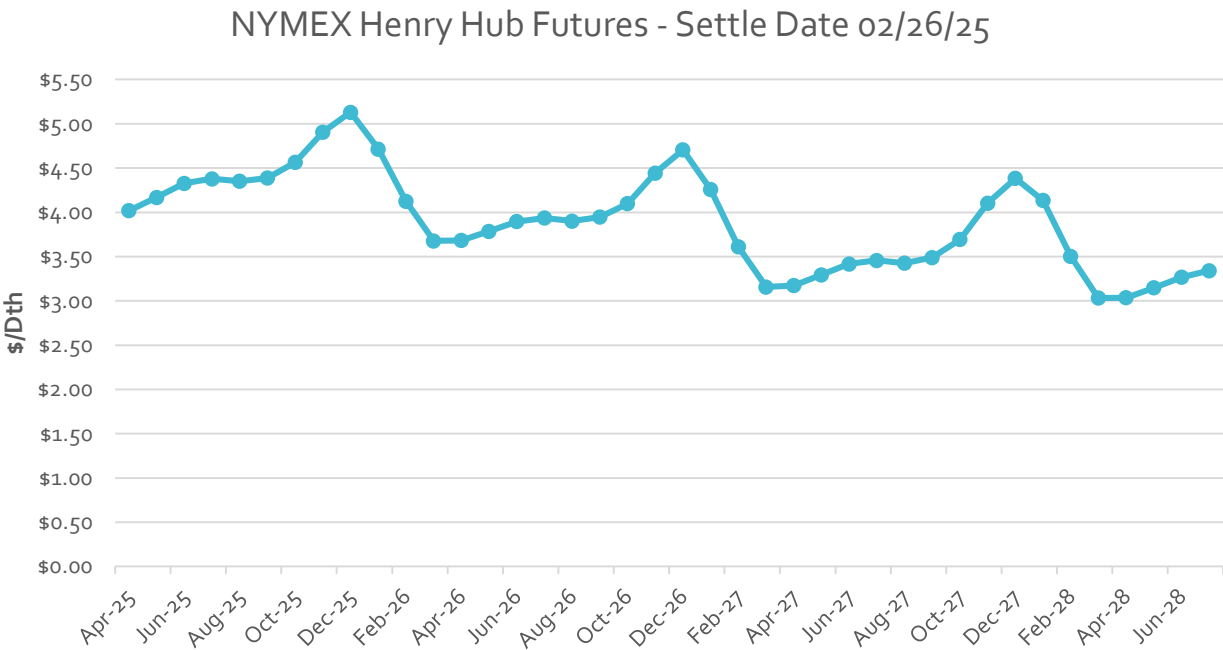
Prices are projected to rise for a few reasons:

- More LNG is coming online
- No new gas pipeline infrastructure; cuts & bottlenecks
- An above average summer and/or a “*real*” winter will also drive prices up; and may impact storage

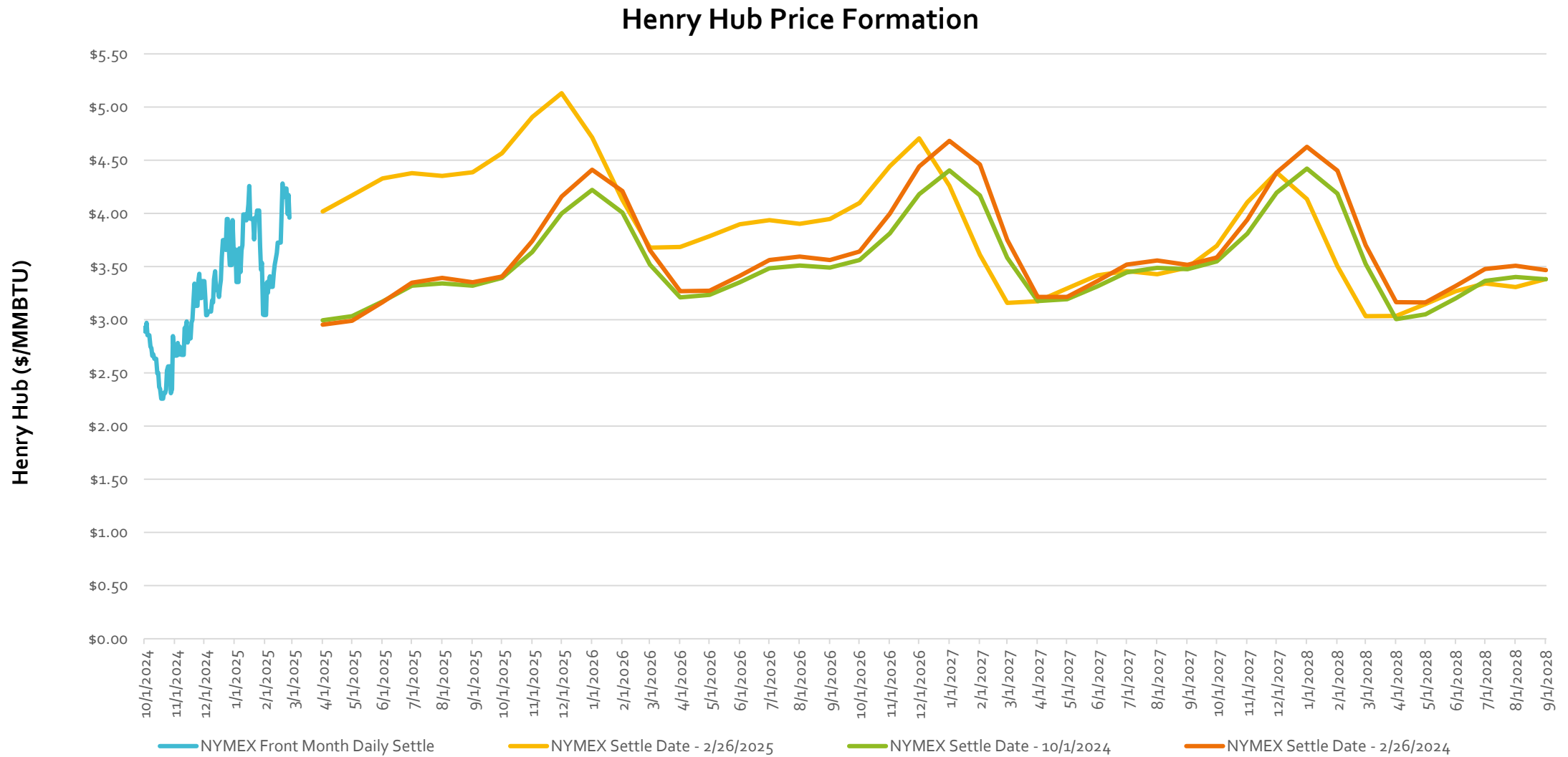
1-year curve:



3-year curve:



Current Forecast Charts

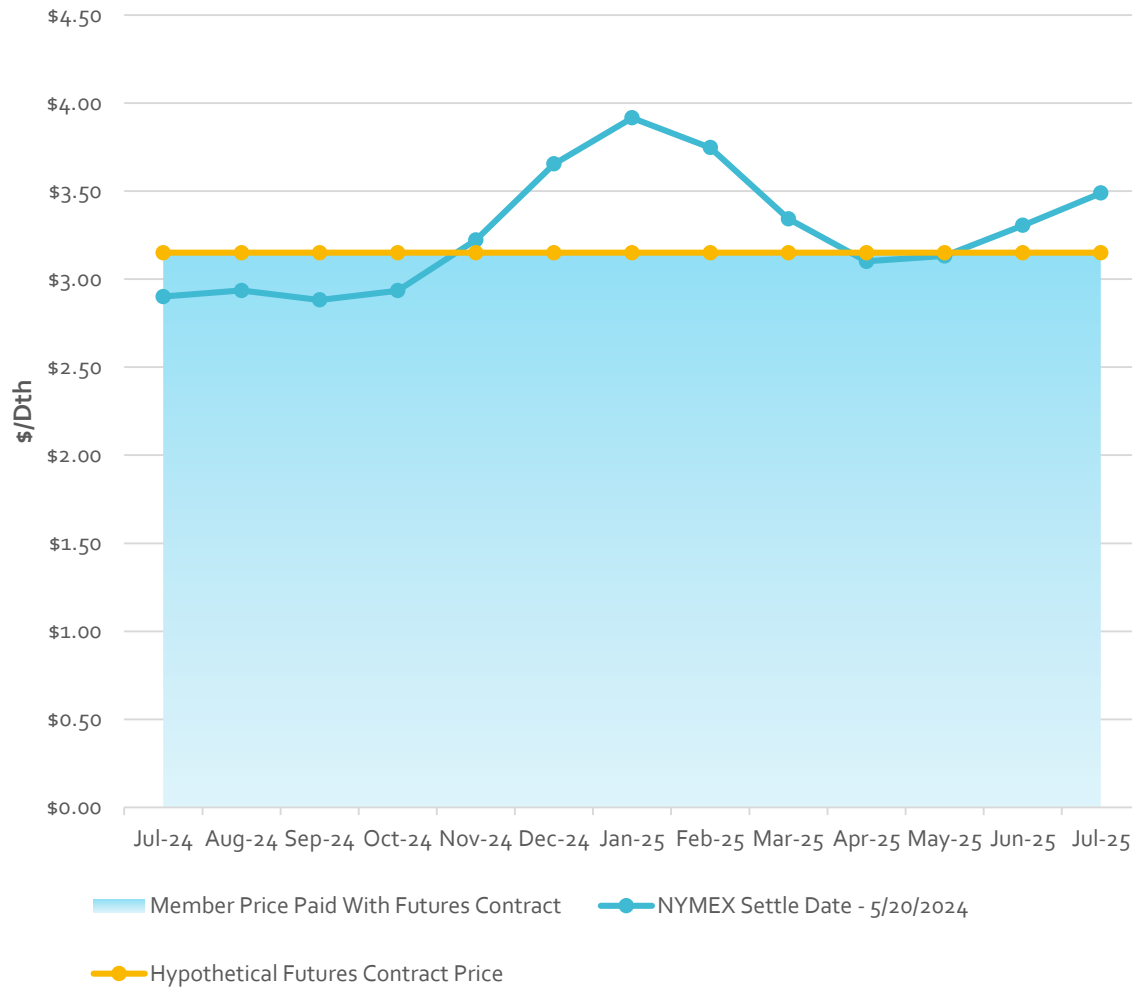


Products

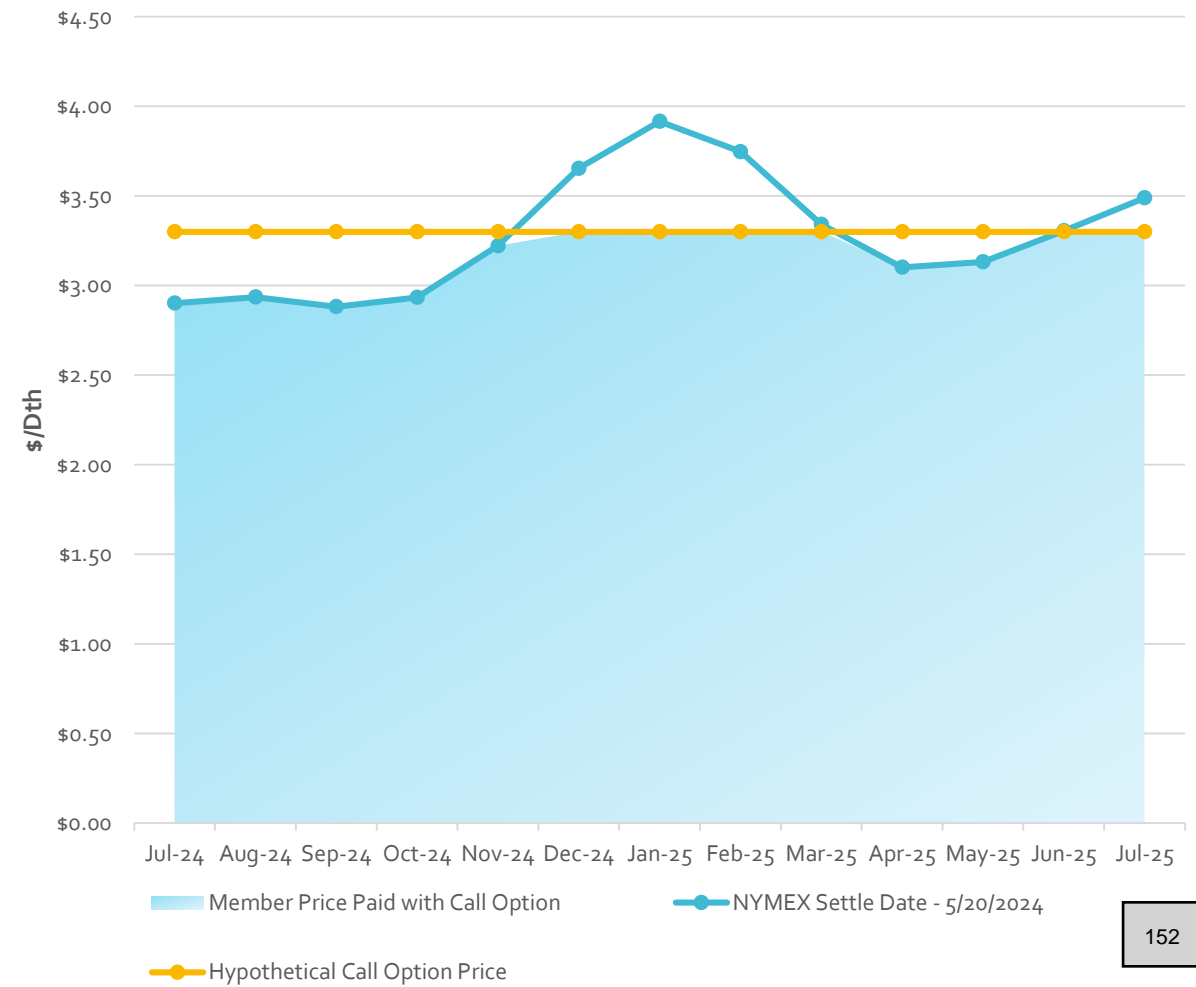
- There are several hedging products available
- Recommended:
 - Futures Contracts – set price (what you pay)
 - Call Options – set ceiling price (the most you will pay)
 - Has an additional premium

Products - Examples

NYMEX Henry Hub Futures VS Member Futures Contract



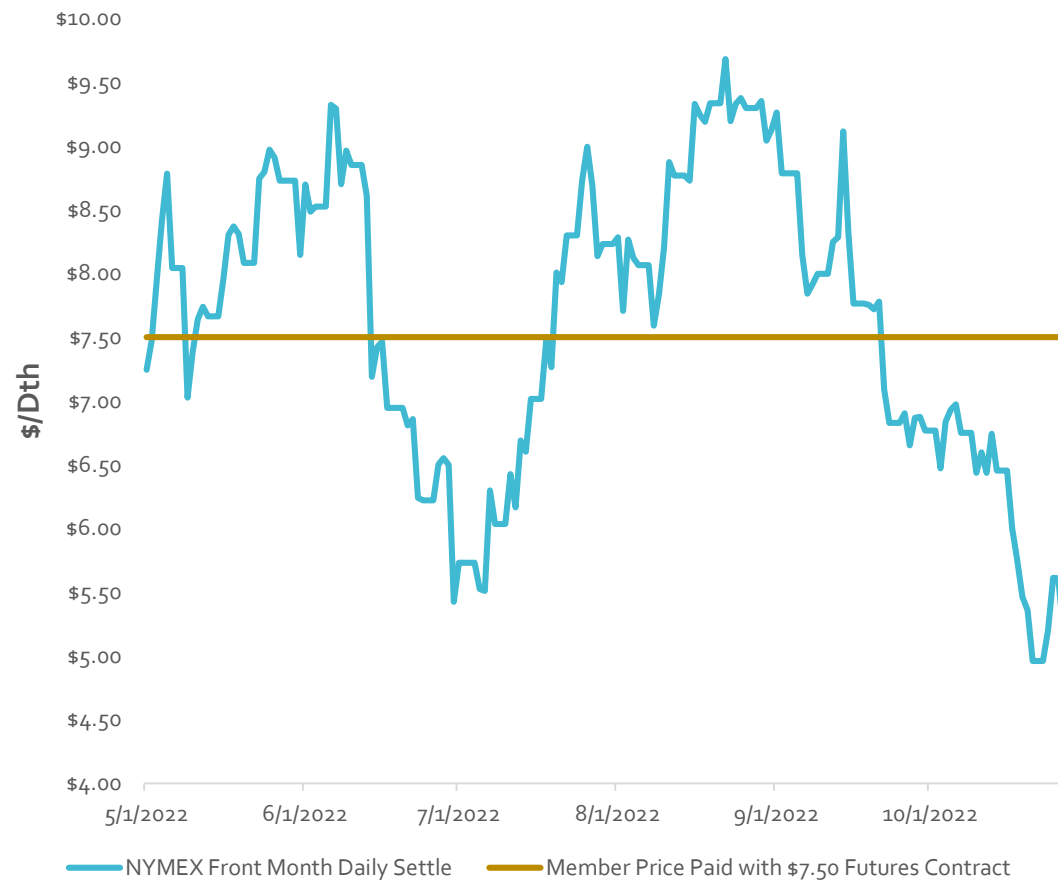
NYMEX Henry Hub Futures VS Member Call Option



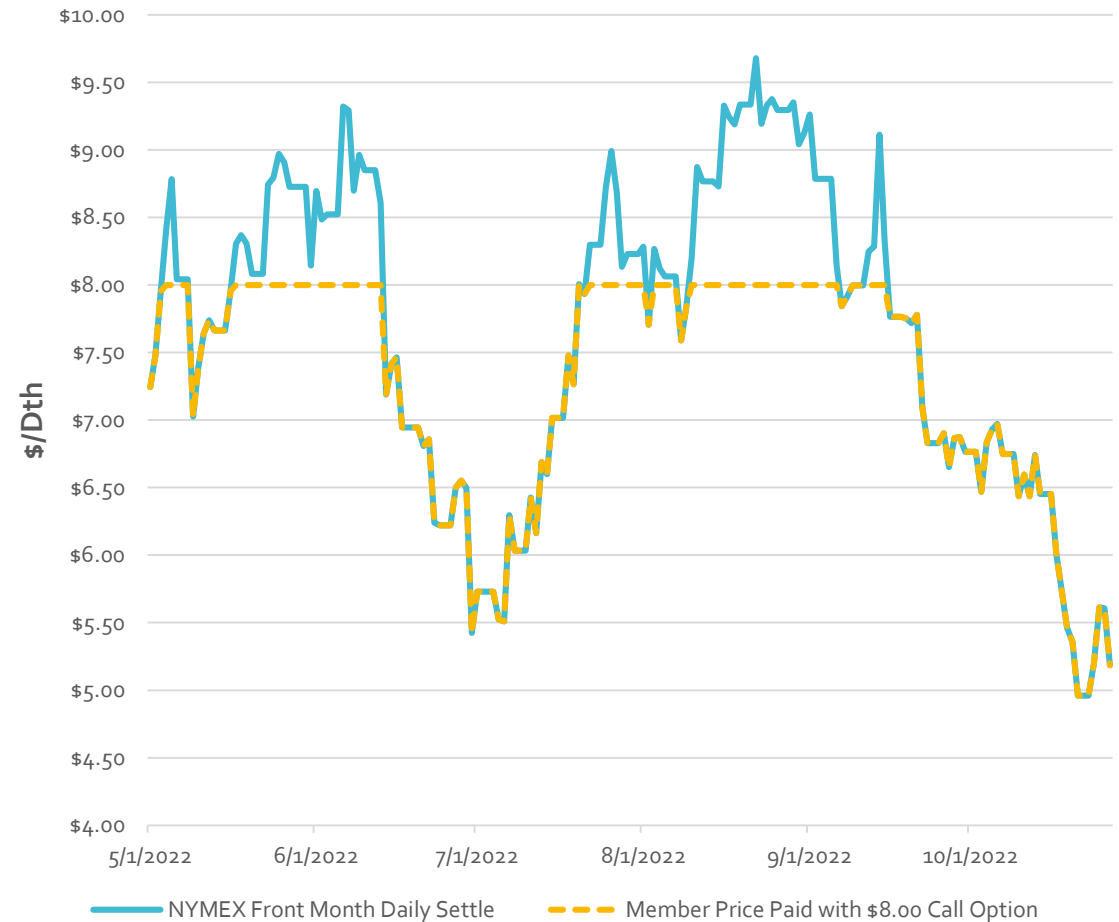
Products – Examples

2022 Basis Blowout

Estimated Member Gas Cost with Henry Hub Futures Contract



Estimated Member Gas Cost with Henry Hub Call Option



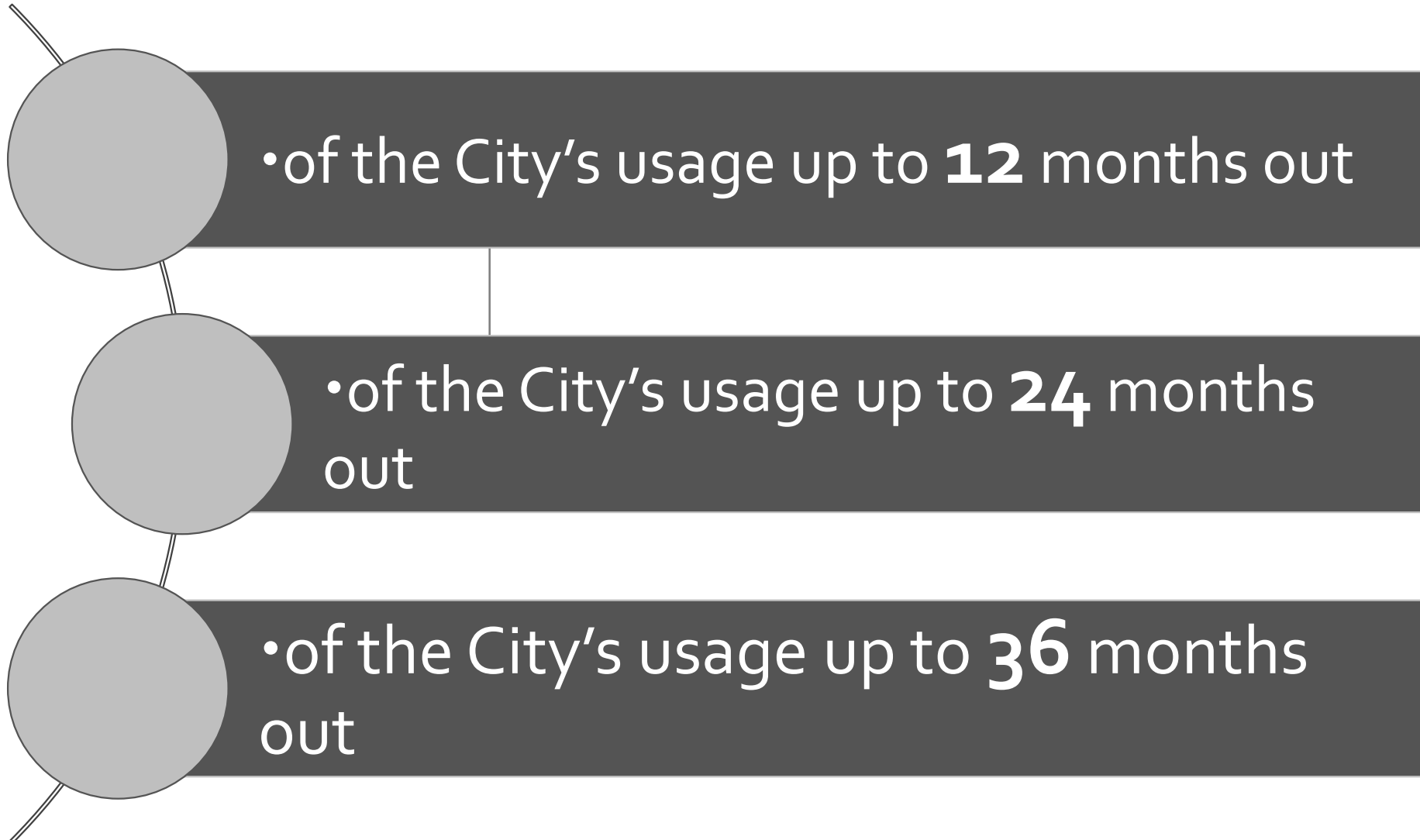
Call Option – Example

	Strike Price (dth)	Premium/Therm	% of Strike Price
April 25 – March 26	\$4.50	\$0.0320	7.1%
April 25 – March 26	\$5.00	\$0.0205	4.1%
April 25 – March 26	\$5.50	\$0.0166	3.0%

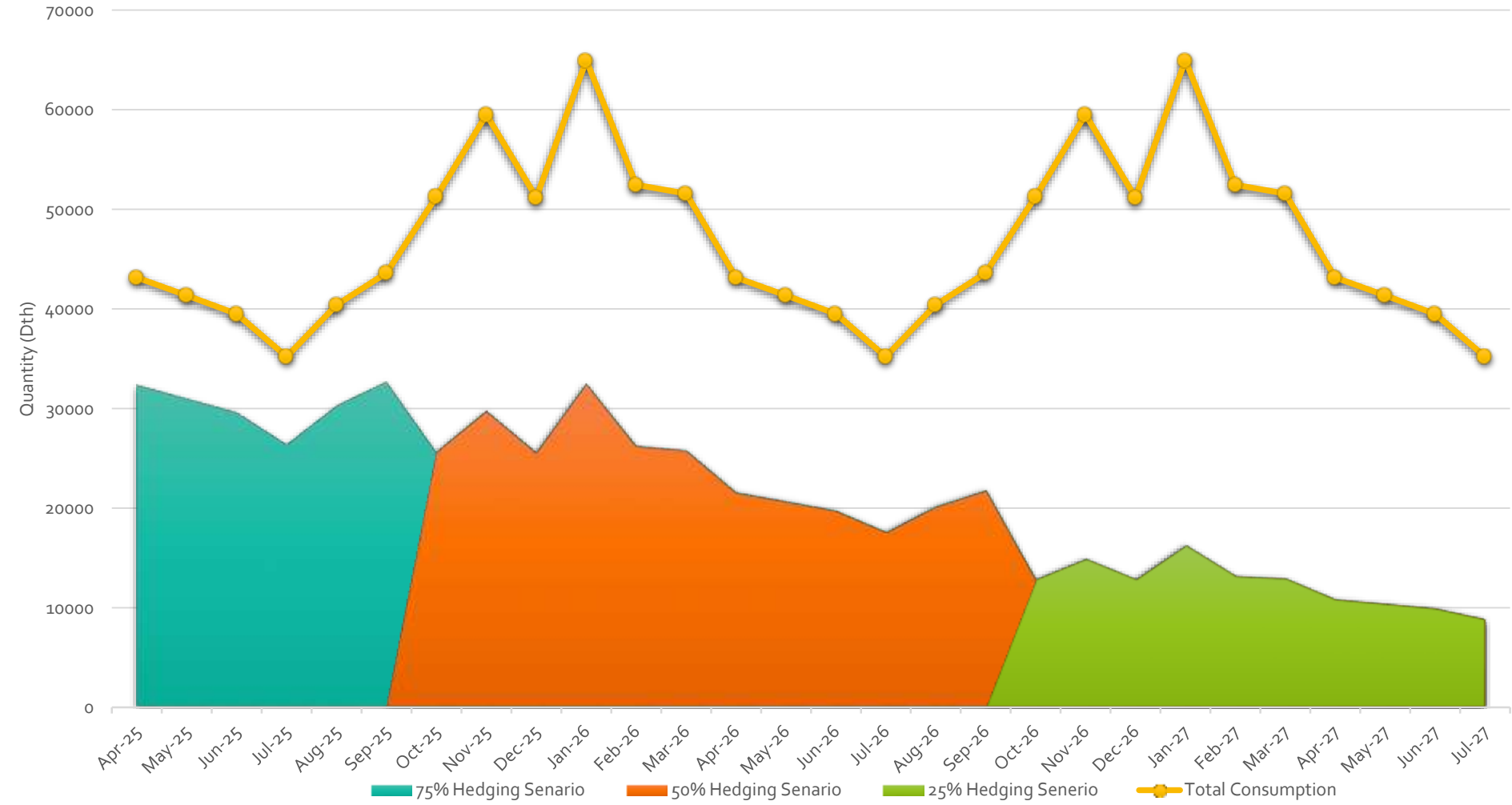
- Current price for a 1 year strip is \$4.33 (futures price)
- Each contract is 10,000 dth/month

Quantity

- Proposing a rolling program. Hedge up to:



Quantity - Illustration



Strike Price



Based on \$/therm in City's budget



Budgeted amount includes transportation & basis differential

Estimated to be approximately \$0.10/therm



Strike price should account for this

Additional Information

Parameters provide flexibility to take advantage of favorable market opportunities

Can terminate directive at any time on a forward going basis

Recommendation

- Approve “rolling” hedging directive
 - Product – Futures Contracts and/or Call Options (and associated premium)
 - Quantity – Up to 75% for year 1, 50% for year 2, and 25% for year 3
 - Strike price – budgeted \$/therm minus transportation/basis differential

File Attachments for Item:

4. Gallagher Consulting Services for Property and Casualty Insurance (Human Resources Director, BillieJo Bible)

MEETING DATE
4/21/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Consulting Services for Property/Casualty Insurance Program with Gallagher

DEPT / OFFICE: Risk and Safety

Originator: BillieJo Bible, Director of Human Resources and Risk & Safety		
City Manager Don Rosenthal	Department Director BillieJo Bible	Date 3/21/2025
Recommended Action: No action needed. View presentation from Gallagher.		
Summary Explanation & Background: Currently spending over \$1.7M for property/casualty insurance and has continued to increase. There is no benchmark or process to help with healthy competition. A needs assessment to the current risk profile of the City must be conducted, as well as a cleanup up of exposures. The City currently contracts with Gallagher as the Broker for Employee Health & Welfare programs and will greatly benefit from their expert consultation services for Property / Casualty Insurance.		
Alternatives:		
Source of Funds: Savings from going to bid for Property/Casualty Insurance expected to cover costs. Current costs paid for our of 3045 accounts.		
Financial Impact: Lower costs in premiums		
Exhibits Attached: Gallagher PowerPoint Presentation and Memo from Gallagher		

City of Lake City Proposal

April 2025



Gallagher

Insurance | Risk Management | Consulting



Introductions

Let us introduce ourselves



Justin Terry

Area Senior Vice President
Jacksonville, FL



J.D. Curls

Benefits Consultant
Lake City, FL

About
Gallagher

FOUNDED IN
1927

\$9.9B

TOTAL ADJUSTED BROKERAGE
& RISK MANAGEMENT
REVENUES (2023)

SOCIAL RESPONSIBILITY

COMPANYWIDE FOCUS ON
ETHICAL CONDUCT, EMPLOYEE
HEALTH AND WELFARE,
ENVIRONMENTAL INTEGRITY
AND COMMUNITY SERVICE.

Our Network of Offices



130+
COUNTRIES SERVED

960+
OFFICES GLOBALLY

52,000+
EMPLOYEES WORLDWIDE



**15
FLORIDA
OFFICES

INCLUDING

LAKE CITY**

Health and Welfare Program Results

City of Lake City Health / Benefits

1. 2023 – identified opportunity based on 15+ year relationship with FMIT direct
2. Created market competition as broker
3. Initial savings for the core benefits was approximately \$415,000. Additional savings by revamping the optout program.
4. Gallagher's compensation was approximately \$130K and added to the total program cost before the \$415,000 savings was calculated, creating over a 4 to 1 value for the City.
5. Improved staff and employee administrative efficiencies through implementation of Employer Navigator System to automate manual processes
6. Gallagher continues to negotiate on the cities behalf to help with future health and welfare cost containment

Property/Casualty Insurance Opportunity

City of Lake City Property Casualty Insurance

1. 15+ Years with Florida Municipal Insurance Trust (FMIT)
2. No record of any competition for FMIT during 15+ year span
3. Current cost is over \$1.75M with significant rate increases the past couple of years
4. FMIT Underwriter's job is to get the most premium for the risk that the market will bear
5. City of Lake City Staff lack tools, skills and experience necessary to create a competitive environment for underwriters to drive competitive cost – similar to most all public entities and private companies
6. City of Lake City needs to clean up exposures to prepare for competitive evaluation

Property/Casualty Insurance Next Steps

Insurance Marketplace

1. Gallagher will work with CoLC staff to develop a presentation of the risk to the insurance marketplace
2. Gallagher will develop RFP to solicit competitive underwriter options
3. We often find a competitive evaluation can drive a 10-30% rate reduction (typically when conducted once every 3-5 years)
4. Due to 15+ years since last conducted, even better results may be achievable
5. Gallagher will work as a consultant to the City, to allow all traditional insurance carriers and direct writers to be competitive options to consider
6. The current carrier, FMIT, may still be the carrier of choice, but may be more aggressive

Budget Approval Needed to Take Next Steps

Gallagher Proposal

1. The fee will be \$125,000, as recently competitively bid by Indian River County
2. In the interest of time and resources, using piggyback agreement to Indian River County bid
3. If we saved 10% on city insurance cost, savings would be (insert number – think its over \$180,000) – follow up on current policies

Thank you

Justin Terry, Area Senior Vice President
904.333.8699 | justin_terry@ajg.com

J.D. Curls, Benefits Consultant
386.590.0951 | jd_curls@ajg.com



Evaluating & minimizing your total cost of risk.



Insurance | Risk Management | Consulting

April 7, 2025

To: City of Lake City City Council
From: Gallagher – Justin Terry
Cc: BillieJo Bible, Angela Taylor, JD Curls, Gary Smid
RE: CONSULTING STRATEGY FOR 2025

Members of the City Council,

Gallagher will be joining City Staff to ask for a budget variance in order to be engaged to work as a consultant on the City's property/casualty insurance program. The below write up summarized our history of work with the City and our rationale for why we think the investment of resources would be a prudent use of valuable resources.

Gallagher is a publicly traded insurance broker and consultant with over 52,000 employees. We are the largest public entity insurance consultant in Florida and have 15 offices throughout the state, including an office in Lake City.

Gallagher was engaged by the City of Lake City in 2023 to create competition for the employee health and welfare programs. At that time, the City of Lake City had a 15+ year relationship direct with FMIT with no history of competition. Gallagher created market competition, and the result was approximately \$415,000 savings, after Gallagher was compensated as a new party. Since then, Gallagher has found additional savings in the opt out program and renewed the health/welfare program continuing the savings. Gallagher's compensation is approximately \$130,000 annually, creating more than a 4 to 1 return on investment. In addition, Gallagher has improved staff and employee efficiencies and provided tools to automate previously manual processes.

After the successful conclusion to Gallagher's initial work on the City of Lake City's employee benefits, BillieJo Bible asked JD Curls if Gallagher could help with the property casualty insurance. Justin Terry was engaged and began researching and preparing for a meeting with City of Lake City in April of '24. We reviewed our observations and questions, discussed opportunities to improve the City of Lake City's Insurance Program and ways to support your risk management efforts.

It is our understanding that the City of Lake City has experienced turnover of the primary team responsible for risk management and property/casualty insurance in recent years. The current city team and Gallagher have found a backlog of issues to address, including:

1. Property that isn't insured.
2. Property that is insured that may not need to be (under deductible, obsolete, or vehicles that have been gone for years).
3. The need for efficient and accountable delivery of safety and risk management training.
4. A very long-term relationship with FMIT property/casualty. As a collective group, we could find no history of a competitive evaluation of the property/casualty program. From Gallagher's experience, a healthy competitive process, managed on a strategic basis but no less than once every 3-5 years, will generally produce optimal results. Based on what looks like a 15+year run without such a process, we suspect there is significant opportunity here.
5. Consistent premium and rate increases
6. No benchmarks or process to manage negotiations and create market competition

Evaluating & minimizing your total cost of risk.



Insurance | Risk Management | Consulting

We heard the City of Lake City's high level objectives to include:

1. Assess the current insurance program to current needs – identify opportunities to improve coverage, reduce cost, and determine optimal deductibles
2. Benchmark insurance program with peers
3. Assess current risk profile (the data provided to underwriters to quote your risk), improve risk profile.
4. Develop optimal insurance market Request for Proposal (the package for the risk profile) to improve competitive process.
5. Manage effective market competition to include incumbent carrier (FMIT), competitive trusts, and insurance carriers.

The timing of the process is important to realize ideal results. Based on an October 1, 2025 renewal, we would suggest the following target dates:

1. Select consultant to manage process – April 2025
2. Assess insurance program/needs and benchmark program – May 2025
3. Finalize Risk Profile/RFP – June 2, 2025
4. RFP to Insurance Marketplace – June 10, 2025
5. Insurance Marketplace Responses Due – August 15, 2025
6. Presentation of Options to City of Lake City – Late August or Early September, 2025
7. Final Program Decisions – September 10, 2025

Gallagher works with a large number of Florida municipalities, as either agent/broker or consultant. Based on the City's long term relationship with FMIT, we suggest a consulting relationship is most likely to support the City's objectives best. In such a relationship, Gallagher will engage for a single year with annual renewals at the City's option based on our performance. We believe a long-term partnership would deliver the most value and most of our municipal consulting agreements are typically 3-5 years.

As the current cost of this program is over \$1.75M and is our understanding has increased substantially each of the past couple years, driving results is a priority. Gallagher is proposed as the consultant to lead and drive the process, to include FMIT and other competitive insurance trusts and insurance carriers.

In the interest of timing to be engaged in the process to prepare for the October, 2025 renewal, the City of Lake City proposed to piggyback off the Indian River County RFP for Property and Casualty Insurance Services (RFP No 2024008) and Brenda Carr has approved this contract. The fee would be \$125,000 and up to the city if it renews next year or not based on Gallagher's performance.

The consulting fee on an annual basis is less than 10% of the spend and a good process is likely to impact total cost by more than you pay the consultant. In fact, data shows that top quartile and bottom quartile risk often have a roughly 20% spread of cost. As the City of Lake City hasn't had any competition in so long, it may well be that we find more impact, but we can't make any guarantees until we work through the process.

Once we finalize our contract, our plan is to work with you to better understand and build a plan for your specific goals and opportunities in the following categories:

Evaluating & minimizing your total cost of risk.



Insurance | Risk Management | Consulting

- Insurance Premiums
- Program Structure
- Coverage Gaps
- Uninsured and Uninsurable Losses
- Loss Prevention and Claims
- Contractual Liability

If we are engaged or were engaged on a recurring basis, this would be an annual planning process.

We look forward to your feedback and the opportunity to help you reduce the cost of risk/insurance for the City of Lake City.

A handwritten signature in black ink, appearing to read 'Justin Terry'.

Justin Terry
Area Senior Vice President

File Attachments for Item:

5. City Council Ordinance No. 2025-2302 (final reading) - An ordinance of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers' Pension Plan and Trust Fund; amending Section 70-96.1 to provide for payment of supplemental benefits to those receiving service incurred disability benefits and the continuation of supplemental benefits to joint annuitants prospectively; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading 4/7/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2302

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF**
2 **THE CITY OF LAKE CITY, FLORIDA, CHAPTER 70, ARTICLE IV, POLICE OFFICERS'**
3 **PENSION PLAN AND TRUST FUND; AMENDING SECTION 70-96.1 TO PROVIDE FOR**
4 **PAYMENT OF SUPPLEMENTAL BENEFITS TO THOSE RECEIVING SERVICE**
5 **INCURRED DISABILITY BENEFITS AND THE CONTINUATION OF SUPPLEMENTAL**
6 **BENEFITS TO JOINT ANNUITANTS PROSPECTIVELY; PROVIDING FOR**
7 **SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION;**
8 **AND PROVIDING FOR AN EFFECTIVE DATE.**

9 **WHEREAS**, the City of Lake City has created a Police Officers' Pension Plan; and

10 **WHEREAS**, the Board of Trustees of the Plan recommend that the Pension Plan be amended to
11 extend the supplemental benefit to duty disability retirees and to the surviving joint annuitants
12 of all retirees, and allow the Board, in extenuating circumstances, to use a claimant's personal
13 doctor in determining a disability; and

14 **WHEREAS**, the City Council of Lake City finds that the provisions of this Ordinance are in the best
15 interests of the health, safety and welfare of the citizens and others within Lake City; now,
16 therefore,

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

18 **SECTION 1. POLICE PENSION PLAN SUPPLEMENTAL BENEFITS**

19 Chapter 70, Section 70-96.1 of the City of Lake City Code of Ordinances is hereby amended
20 to read as follows:

21 **Sec. 70-96.1 - Retirement supplement.**

22 For members actively employed as of January 1, 2004, who retire after becoming eligible
23 for normal or early retirement, a monthly supplement equal to \$10.00 per month times
24 years of credited service shall be payable for the lifetime of the member, commencing
25 on the first day of the month that falls on or follows the member's retirement or, if later,
26 the end of the members DROP participation. Effective August 1, 2024, the supplemental
27 benefit shall be paid to members receiving a service incurred disability benefit and shall
28 continue for joint annuitants prospectively. Members who have retired prior to January
29 1, 2004, are not eligible for this retirement supplement.

SECTION 2. SELECTION OF TREATING PHYSICIAN(S) IN EXIGENT CIRCUMSTANCES

Chapter 70, Section 70-97(k) of the City of Lake City Code of Ordinances is hereby amended to read as follows:

Sec. 70-97. - Disability.

(k) Application for disability retirement shall be made on a form prescribed by the board of trustees. The member shall execute such medical releases as are necessary to permit the board of trustees to review the medical records needed to determine the question of disability and to discuss said records at a public meeting. Upon receipt of an application for disability, the board shall appoint a medical committee to be composed of not less than one nor more than three licensed physicians. The applicant for disability shall be required to submit to examination by the medical committee. The medical committee shall report its findings to the board of the trustees which shall include a determination, to the extent reasonably possible, the origin of the disability, whether the disability is permanent, and whether the disability is total. In making that determination, the medical committee shall be bound by the definition of disability set forth in this plan. In exigent circumstances, the board may select the member's treating physician(s) or surgeon(s) as the medical committee in an unusual case where the board determines that it would be reasonable and prudent to do so.

SECTION 3. CODIFICATION

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

SECTION 4. REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT

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

SECTION 5. PROVIDING FOR SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective on the date of final adoption by the City Council of the City of Lake City, Florida.

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

March 5, 2025

Board of Trustees
City of Lake City
Police Officers' Pension Board

Re: City of Lake City Municipal Police Officers' Pension Trust Fund

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. One (1) copy of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Patrick T. Donlan, EA, ASA, MAAA
PTD/Ike

Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Lake City is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 185, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Lake City is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF LAKE CITY
MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

ACTUARIAL IMPACT STATEMENT

March 5, 2025

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

For members actively employed as of January 1, 2004, who retire after becoming eligible for normal or early retirement, a monthly supplement equal to \$10.00 per month times years of credited service shall be payable for the lifetime of the member, commencing on the first day of the month that falls on or follows the member's retirement or, if later, the end of the members DROP participation. Effective August 1, 2024, the supplemental benefit shall be paid to members receiving a service incurred disability benefit and shall continue for joint annuitants prospectively. Members who have retired prior to January 1, 2004, are not eligible for this retirement supplement.

The cost impact, determined as of October 1, 2024, applicable to the fiscal year ending September 30, 2026, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution		
% of Projected Annual Payroll	19.2%	19.1%
Member Contributions (Est.)		
% of Projected Annual Payroll	5.0%	5.0%
City And State Required Contribution		
% of Projected Annual Payroll	14.2%	14.1%
State Contribution (Est.) ¹	\$186,188	\$186,188
% of Projected Annual Payroll	6.8%	6.8%
City Required Contribution ²		
% of Projected Annual Payroll	7.4%	7.3%

¹ Represents the amount received in calendar 2024. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF LAKE CITY
MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

ACTUARIAL IMPACT STATEMENT

March 5, 2025

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2024 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2024 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #20-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
A. Participant Data		
Actives	40	40
Service Retirees	22	22
DROP Retirees	1	1
Beneficiaries	3	3
Disability Retirees	5	5
Terminated Vested	<u>33</u>	<u>33</u>
Total	104	104
Projected Annual Payroll	2,725,456	2,725,456
Annual Rate of Payments to:		
Service Retirees	821,421	821,421
DROP Retirees	38,433	38,433
Beneficiaries	65,949	61,136
Disability Retirees	107,137	106,185
Terminated Vested	72,461	72,461
B. Assets		
Actuarial Value (AVA) ¹	20,546,516	20,546,516
Market Value (MVA) ¹	22,251,965	22,251,965
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	6,892,108	6,860,037
Disability Benefits	499,226	495,443
Death Benefits	30,880	30,165
Vested Benefits	1,662,537	1,662,537
Refund of Contributions	125,302	125,302
Service Retirees	10,045,407	10,045,407
DROP Retirees ¹	822,438	822,438
Beneficiaries	507,638	471,203
Disability Retirees	1,173,311	1,165,170
Terminated Vested	871,569	871,569
Share Plan Balances ¹	<u>12,703</u>	<u>12,703</u>
Total	22,643,119	22,561,974

C. Liabilities - (Continued)	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Present Value of Future Salaries	20,186,695	20,186,695
Present Value of Future Member Contributions	1,009,335	1,009,335
Normal Cost (Retirement)	295,304	294,008
Normal Cost (Disability)	37,524	37,248
Normal Cost (Death)	1,557	1,525
Normal Cost (Vesting)	95,904	95,904
Normal Cost (Refunds)	18,869	18,869
Total Normal Cost	<u>449,158</u>	<u>447,554</u>
Present Value of Future Normal Costs	3,092,610	3,083,039
Accrued Liability (Retirement)	4,901,904	4,877,464
Accrued Liability (Disability)	245,964	243,931
Accrued Liability (Death)	19,443	18,918
Accrued Liability (Vesting)	919,973	919,973
Accrued Liability (Refunds)	30,159	30,159
Accrued Liability (Inactives) ¹	13,420,363	13,375,787
Share Plan Balances ¹	<u>12,703</u>	<u>12,703</u>
Total Actuarial Accrued Liability (EAN AL)	19,550,509	19,478,935
Unfunded Actuarial Accrued Liability (UAAL)	(996,007)	(1,067,581)
Funded Ratio (AVA / EAN AL)	105.1%	105.5%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	13,433,066	13,388,490
Actives	2,571,136	2,559,542
Member Contributions	<u>223,979</u>	<u>223,979</u>
Total	16,228,181	16,172,011
Non-vested Accrued Benefits	<u>792,856</u>	<u>782,031</u>
Total Present Value		
Accrued Benefits (PVAB)	17,021,037	16,954,042
Funded Ratio (MVA / PVAB)	130.7%	131.2%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	66,995	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	66,995	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 10/1/2024 <u>9/30/2026</u>	Old Benefits 10/1/2024 <u>9/30/2026</u>
E. Pension Cost		
Normal Cost (with interest) % of Projected Annual Payroll ²	17.1	17.0
Administrative Expenses (with interest) % of Projected Annual Payroll ²	2.1	2.1
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2024, with interest) % of Projected Annual Payroll ²	(5.6)	(5.8)
Minimum Required Contribution ³ % of Projected Annual Payroll ^{2 3}	19.2	19.1
Expected Member Contributions % of Projected Annual Payroll ²	5.0	5.0
Expected City and State Contribution % of Projected Annual Payroll ^{2 3}	14.2	14.1

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2024.

² Contributions developed as of 10/1/2024 are expressed as a percentage of Projected Annual Payroll at 10/1/2024 of \$2,725,456.

³ Reflects normal cost minimum funding requirements of Chapter 112, Florida Statutes.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.

Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.00% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

See table later in this section. Projected salary at retirement is increased individually to account for non-regular compensation. This is based on an experience study utilizing data from October 1, 2010 through September 30, 2020.

<u>Payroll Growth</u>	0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.
<u>Administrative Expenses</u>	\$54,829 annually, based on the average of actual expenses incurred in the prior two fiscal years.
<u>Amortization Method</u>	<p>New UAAL amortization bases are amortized over the following amortization periods:</p> <p>Experience: 15 Years. Assumption/Method Changes: 15 Years. Benefit Changes: 15 Years.</p> <p>Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.</p>
<u>Retirement Age (Early and Normal)</u>	See table later in this section. This is based on an experience study utilizing data from October 1, 2010 through September 30, 2020.
<u>Termination Rates</u>	See table later in this section. This is based on an experience study utilizing data from October 1, 2010 through September 30, 2020.
<u>Disability Rates</u>	See sample rates later in this section. This is based on an experience study utilizing data from October 1, 2010 through September 30, 2020. 75% of disablements are assumed to be service-related.
<u>Funding Method</u>	<p>Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:</p> <p>Interest - A half year, based on current 7.00% assumption. Salary - None.</p>
<u>Asset Valuation Method</u>	All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.

Assumption Tables

% Terminating during the year		% Becoming Disabled During the Year	
Service	Rate	Age	Rate
<3	15.00%	20	0.15%
3 - 9	7.50%	30	0.20%
10	25.00%	40	0.35%
11+	5.00%	50	0.90%
		60	4.50%

Salary Scale		% Retiring During the Year				
Service	Rate	Age				
		Service	50-51	52-54	55-59	60+
0	15.00%	<10	0%	0%	0%	100%
1+	4.50%	10 - 24	15%	15%	100%	100%
		25+	15%	100%	100%	100%

Low-Default-Risk Obligation Measure

Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.06% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2024. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

SUMMARY OF PLAN PROVISIONS
(Through Ordinance 2021-2204, as modified by State Law)

<u>Effective Date of Existing Plan</u>	September 13, 1999 (99-859).
<u>Latest Amendment</u>	September 20, 2021.
<u>Credited Service</u>	Years and fractional parts of years of service with the City as a full-time Police Officer.
<u>Final Monthly Compensation</u>	Average of total cash compensation, including any lump sum payout of accrued leave and sick time, paid during the best 3 years of the last 10 years preceding retirement or termination. Pensionable overtime for service after July 1, 2011 is limited to 300 hours per year. Pensionable lump sum unused sick or annual leave is limited to the amount accrued as of July 1, 2011.
<u>Normal Retirement</u>	
Date	Earlier of age 55 and the completion of 10 years of Credited Service or age 52 and the completion of 25 years of Credited Service.
Benefit Amount	3.00% of Final Monthly Compensation times Credited Service plus \$10.00 per month times Credited Service as a supplemental benefit for life.
Form of Benefit	10 Year Certain and Life thereafter.
Cost-of-Living	Beginning at age 60, all service retirees and beneficiaries receive a 2.00% per year increase and each October 1 st thereafter.
<u>Early Retirement</u>	
Date	Attainment of age 50 and the completion of ten (10) years of Credited Service.
Benefit Amount	Accrued benefit, reduced 3.00% per year, plus \$10.00 per month times Credited Service as a supplemental benefit for life.

Disability

Eligibility	Total and permanent as determined by Board of Trustees. Members covered from date of employment for service incurred disabilities and after 10 years of employment for "non-service incurred".
Benefit Amount	3.00% of Final Monthly Compensation times Credited Service (but not less than 42% of Average Monthly Earnings for service incurred disabilities). Offset with Worker's Compensation if necessary.
Duration	Benefit commences upon Board approval and is paid until earlier of recovery or death.

Death

Pre-Retirement	Beneficiaries of Members who die after completing at least 10 years of service may elect to receive the Member's accrued benefit for 10 years at the Member's Normal (unreduced) or Early (reduced) Retirement Date.
Post-Retirement	According to option selected.

Vesting (Termination)

Less than 10 years of Credited Service	Refund of Member Contributions.
10 years or more	Accrued benefit payable at the Member's election, on his otherwise Early or Normal Retirement Date or Refund of Member Contributions, with 3.75% interest.

Contributions

Employee	5.00% of Earnings.
Premium Tax	0.85% tax on casualty insurance premiums.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability as provided in Part VII of Florida Statutes, Chapter 112.

Board of Trustees

2 Police Officers (selected by majority of Department Members), 2 Citizens (appointed by City Council) and a fifth member chosen by the other 4 and appointed by City Council.

Deferred Retirement Option Plan

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months (may be extended up to 36 additional months).
Rate of Return	Actual net rate of investment return (total return net of brokerage commissions, management fees and transaction costs) credited each fiscal quarter.
Form of Distribution	Cash lump sum (options available) at termination of employment.

Share Plan

Initial Allocation	The accumulated unused 185 reserve money as of October 1, 2019 is divided among active Members as of October 1, 2019 based on a ratio that a Member's years of credited service as of that date bears to the total number of years of credited service of all of the Members employed on October 1, 2019.
Earnings	Same as overall Trust Fund.
Vesting	Same as regular Plan. Balances of non-Vested Members are allocated to remaining Share Participants on an annual basis using the same method as the initial allocation.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2025-2302

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA, CHAPTER 70, ARTICLE IV, POLICE OFFICERS' PENSION PLAN AND TRUST FUND; AMENDING SECTION 70-96.1 TO PROVIDE FOR PAYMENT OF SUPPLEMENTAL BENEFITS TO THOSE RECEIVING SERVICE INCURRED DISABILITY BENEFITS AND THE CONTINUATION OF SUPPLEMENTAL BENEFITS TO JOINT ANNUITANTS PROSPECTIVELY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

- 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:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance provides:

1. for the supplemental pension benefit to be paid to a Police Officer retiree who retires on a service incurred disability and provides for the continuation of this supplemental benefit to any retiree's joint annuitant should they survive the retiree. This benefit will provide stable income to retiree's surviving joint annuitants and will treat a retired Police Officer who leaves employment on a duty disability similar to the retirees who leave with a service retirement. This will help provide for the support of the Police Officer retirees and their families.
2. that under extenuating circumstances, the Board may rely on the member's treating physician reports to fulfill the medical committee role for the determination whether a Police Officer is disabled from performing his functions as a police officer. This will streamline the disability process in circumstances where a disability is clear, the police officer is at or near death, or a doctor cannot be located to perform the IME. This could also save the expense of an additional medical exam.

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. [There is no direct compliance costs to businesses;](#)
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible. [There are no new charges or fees imposed by this ordinance.](#); and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. [The City's employer contribution to the Lake City Police Officers' Retirement Plan is 0.01% of unDROPed payroll beginning for the contributions made beginning October 1, 2025.](#)

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: [None.](#)

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that 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]. 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. The cost impact was determined by the attached Cost Impact Statement prepared by the actuary for the Lake City Police Officers' Retirement Plan.

File Attachments for Item:

6. City Council Ordinance No. 2025-2304 (final reading) - An ordinance pertaining to land development regulation fees within the City of Lake City; repealing said existing land use regulation fees established by Resolution 2019-099; establishing updated fees for land development regulation processing and review; establishing provisions regarding payment of said fees; establishing exceptions thereto for financial hardship; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

Passed on first reading 4/7/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2304

1 **AN ORDINANCE PERTAINING TO LAND DEVELOPMENT REGULATION FEES**
2 **WITHIN THE CITY OF LAKE CITY; REPEALING EXISTING LAND USE**
3 **REGULATION FEES ESTABLISHED BY RESOLUTION 2019-099; ESTABLISHING**
4 **UPDATED FEES FOR LAND DEVELOPMENT REGULATION PROCESSING AND**
5 **REVIEW; ESTABLISHING PROVISIONS REGARDING PAYMENT OF SAID FEES;**
6 **ESTABLISHING EXCEPTIONS THERETO FOR FINANCIAL HARDSHIP;**
7 **REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING**
8 **FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY;**
9 **AND PROVIDING AN EFFECTIVE DATE**

10 **WHEREAS**, the City of Lake City (the “City”) exercises regulatory authority over land use matters
11 in the City (the “Regulatory Function”); and

12 **WHEREAS**, to perform its Regulatory Function, the City provides certain services for the benefit
13 of those who develop land in the City and for the benefit of the public welfare (the “Services”);
14 and

15 **WHEREAS**, the City requires the payment of certain fees to the City by those developing land in
16 the City for the purpose of compensating the City for its development review services as it
17 implements the land development regulations(the “Fees”); and

18 **WHEREAS**, the Fees must be updated from time to time to ensure the Fees charged are
19 reasonably related to the cost incurred by the City to provide the Services; and

20 **WHEREAS**, the current Fees are less than the City’s costs to provide the services; and

21 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
22 necessary and in the interest of prudent management of public assets and business affairs to
23 update the Fees to perform the Services in order to equitably and adequately fund the cost of
24 such essential services; now, therefore

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

SECTION 1. ZONING AND LAND USE MATTERS – FEES ESTABLISHED

Chapter 110, Section 110-25, City of Lake City Code of Ordinances is hereby created and shall read and provide as follows:

Sec. 110-25. Schedule of Fees for Zoning and Land Use Matters.

The following fees are required for each corresponding application or service at the time of application submittal. The following advertising fees to be collected at the time of application submittal are based on the City's estimated costs of advertising and represent the minimum advertising fee charged for each application type. If the City's actual cost of advertising exceeds the required advertising fee the applicant shall remit the difference to the City upon receipt of notification thereof to the applicant from the City.

<u>APPLICATION</u> <u>TYPE</u>	<u>APPLICATION</u> <u>FEE</u>	<u>ADVERTISING</u> <u>FEE</u>	<u>TOTAL</u> <u>FEES</u>
<u>Comprehensive Plan</u>			
<u>Amendments</u>			
Small Scale Amendment	\$1,250.00	\$500.00	\$1,750.00
Large Scale Amendment	\$4,000.00	\$900.00	\$4,900.00
Amend the Text of the			
Comprehensive Plan	\$2,000.00	\$900.00	\$2,900.00
Amend the Official			
Zoning Atlas	\$1,250.00	\$600.00	\$1,850.00
<u>Land Development</u>			
<u>Regulations Amendments,</u>			
<u>Text, and Rezoning</u>			
Site-Specific Amendments to			
the Official Zoning Atlas,			
50 acres or less	\$1,250.00	\$600.00	\$1,850.00
Site Specific Amendment to			
the Official Zoning Atlas,			
greater than 50 acres.....	\$4,000.00	\$800.00	\$4,800.00
Amend the text of the Land			
Development Regulations	\$2,000.00	\$900.00	\$2,900.00

58	<u>Special Exception</u>			
59	<u>Special Exception</u>	<u>\$750.00</u>	<u>\$300.00</u>	<u>\$1,050.00</u>
60	<u>(except communication towers)</u>			
61	<u>Special Exception for</u>			
62	<u>Communication Towers</u>	<u>\$3,500.00</u>	<u>\$300.00</u>	<u>\$3,800.00</u>
63	<u>*plus consulting fees incurred by the City</u>			
64	<u>in excess of \$2,500.00 for technical review</u>			
65	<u>of tower applications</u>			
66	<u>Variance</u>			
67	<u>Variance</u>	<u>\$750.00</u>	<u>\$250.00</u>	<u>\$1,000.00</u>
68	<u>Change in</u>			
69	<u>Non-Conforming Use</u>	<u>\$750.00</u>	<u>\$250.00</u>	<u>\$1,000.00</u>
70	<u>Appeal to the Board</u>			
71	<u>of Adjustment</u>			
72	<u>Appeal of the Decision or</u>			
73	<u>Interpretation of the LDR</u>			
74	<u>by Administrator</u>	<u>\$750.00</u>	<u>\$300.00</u>	<u>\$1,050.00</u>
75	<u>Appeal to the City Council</u>			
76	<u>An appeal of the decision</u>			
77	<u>of the Planning & Zoning</u>			
78	<u>Board and/or the Board</u>			
79	<u>of Adjustment</u>	<u>\$750.00</u>	<u>\$250.00</u>	<u>\$1,000.00</u>
80	<u>Subdivision and</u>			
81	<u>Development Plan Review</u>			
82	<u>Minor Subdivision –</u>			
83	<u>4 lots or less</u>	<u>\$1,000.00</u>	<u>\$250.00</u>	<u>\$1,250.00</u>
84	<u>(includes review of Final Plat)</u>			
85	<u>Major Subdivision –</u>			
86	<u>5 or more lots</u>	<u>\$3,000.00</u>	<u>\$600.00</u>	<u>\$3,600.00</u>
87	<u>(includes review of Preliminary</u>			
88	<u>Plat, Construction Plans, and</u>			
89	<u>Final Plat)</u>			
90	<u>Site Plan Review</u>	<u>\$500.00</u>	<u>\$200.00</u>	<u>\$700.00</u>
91	<u>Site Plan Extension of Time</u>	<u>\$500.00</u>	<u>\$200.00</u>	<u>\$700.00</u>

**Planned Residential
Development**

**PRD Zoning Application
and Preliminary**

Development Plan \$3,000.00 \$900.00 \$3,400.00

PRD Final

Development Plan \$1,200.00 \$250.00 \$1,450.00

PRD Extension of Time \$750.00 \$250.00 \$1,000.00

Administrative

Minor Modification to

an approved Site Plan \$150.00 \$150.00

Certificate of

Concurrency Compliance \$100.00 \$100.00

Certificate of Land

Development Regulations

Compliance \$100.00 \$100.00

Zoning Approval for

Alcoholic Beverage License \$75.00 \$75.00

Zoning Verification \$100.00 \$100.00

Historic

Preservation Agency

Certificate of

Appropriateness – Minor \$50.00 \$50.00

Certificate of

Appropriateness – Major \$125.00 \$200.00 \$325.00

SECTION 2. ZONING AND LAND USE MATTERS – APPLICATIONS GENERALLY

Chapter 110, Section 110-50, City of Lake City Code of Ordinances is hereby created and shall read and provide as follows:

Sec. 110-50. Zoning and Land Use Applications Generally.

(a) No application shall be accepted for processing until the required application fee is paid in full by the applicant. An application fee may be refunded only if the application is withdrawn prior to the City incurring direct costs in processing the

application (e.g., copying and distributing copies to staff and/or consultants, reviewing application materials, posting and/or mailing public notices, advertising, postage, printing reports, etc.)

(b) The City, in its sole discretion, may engage the professional services of outside consultants in relevant professional disciplines including, but not limited to, traffic engineering, civil engineering, electrical engineering, landscape architects, planning consultants, and acoustical consultants, to review and comment on a petition, application, or appeal. The City shall invoice the applicant for all costs associated with expert reviews by outside consultants. All costs associated with outside review fees shall be paid in full prior to any legislative and/or quasi-judicial action of any type or kind on the petition, application, or appeal.

(c) In the event re-advertisement of an application is required due to any delay or postponement requested or agreed to by the applicant, or necessitated by some act or failure to act on the part of the applicant, a supplemental fee for outgoing mail costs and published advertisement costs will be charged to the applicant regardless of whether the initial fee was waived. This supplemental fee is intended to cover additional costs for re-mailing and re-advertising an application. This invoice shall be paid in full prior to placing the matter on any agenda for legislative and/or quasi-judicial action of any type or kind on the petition application or appeal.

(d) A separate fee shall be charged for each action requested unless the Land Development Regulations Administrator determines the action requested is related to another requested action by the applicant and the request will require no additional staff time or costs.

(e) Notwithstanding any other provisions to the contrary, any filing fee required under the City's Land Use and Zoning Regulations schedule of fees may be waived for any applicant which is an agency of the government of the United States, an agency of Columbia County, or an agency of the State of Florida, if written request is received by the City within five (5) working days of submission of the application. However, the agency shall be required to incur all costs associated engagement of professional consultants, or with advertising, publishing, and mailing of the notification.

(f) The City Manager may reduce a required application fee where it is found:

(1) special circumstances, not caused by or otherwise under the control of the applicant, justify a reduction in the fee; and,

(2) the actual direct cost to the City for processing the application will not exceed the actual fee collected.

In no case may a reduced fee be less than the costs incurred by the City associated with published and mailed notification. No request for reduction in the fee shall be considered unless the request is received in writing within five (5) business days following the date an application is submitted to the Growth Management Department.

(g) The City Manager may waive all or a portion of the temporary use permit fee when the Land Development Regulations Administrator determines a personal hardship exists on the applicant. The burden of proof of such hardship must be adequately demonstrated by the applicant to the Land Development Regulations Administrator.

(h) Certificate of Land Development Regulations Compliance fees are non-refundable. This includes, but is not limited to, instances where fees are collected for a determination review associated with an application for a Local Business Tax Receipt which is found to be inconsistent with the Land Development Regulations and thus denied.

SECTION 3. CODIFICATION

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

SECTION 4. REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT

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

SECTION 5. PROVIDING FOR SEVERABILITY

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

192 the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be
193 valid.

194 **SECTION 6. EFFECTIVE DATE**

195 This Ordinance shall be effective on the 61st day following the date of final adoption by the City
196 Council of the City of Lake City, Florida.

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

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 2025-2304- AN ORDINANCE PERTAINING TO LAND DEVELOPMENT REGULATION FEES WITHIN THE CITY OF LAKE CITY; REPEALING EXISTING LAND USE REGULATION FEES ESTABLISHED BY RESOLUTION 2019-099; ESTABLISHING UPDATED FEES FOR LAND DEVELOPMENT REGULATION PROCESSING AND REVIEW; ESTABLISHING PROVISIONS REGARDING PAYMENT OF SAID FEES; ESTABLISHING EXCEPTIONS THERETO FOR FINANCIAL HARDSHIP; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): **AN ORDINANCE PERTAINING TO LAND DEVELOPMENT REGULATION FEES WITHIN THE CITY OF LAKE CITY; REPEALING EXISTING LAND USE REGULATION FEES ESTABLISHED BY RESOLUTION 2019-099; ESTABLISHING UPDATED FEES FOR LAND DEVELOPMENT REGULATION PROCESSING AND REVIEW; ESTABLISHING PROVISIONS REGARDING PAYMENT OF SAID FEES; ESTABLISHING EXCEPTIONS THERETO FOR FINANCIAL HARDSHIP; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

See attachment A, ordinance 2025-2304, for a list of change in fees.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Any business applying for a land use action could be impacted.**

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that 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:

7. Discussion and Possible Action: Decision on venue selection for the City to host the Northeast Florida League Dinner Meeting to be held on Thursday, December 18, 2025 (City Clerk Audrey Sikes)

Meeting Date
4/21/2025

CITY OF LAKE CITY

Report to Council

SUBJECT: Venue Options for Hosting Northeast Florida League of Cities Dinner Meeting
DEPT. / OFFICE: City Clerk

Originator: Audrey Sikes, City Clerk										
City Manager Don Rosenthal	Department Director City Council	4/21/25								
<p>Recommended Action: Motion to authorize staff to reserve the “_____” as the first-choice venue option and “_____” as the second-choice venue option to host the December 18, 2025 Northeast Florida League of Cities Dinner Meeting.</p> <p>In the event a selection is made for a venue that will exceed the \$3,000 budgeted amount, the following “ ” will need to added to the motion above. Sufficient funds exist in the 511.34 account to offset any additional costs needed to host the event. “The motion authorizes transferring funds in an amount not to exceed \$_____ from account number 511.34 Contractual Services to account number 511.52 Operating Expenses.”</p> <p>Summary Explanation & Background: On January 21, 2025 the City Council voted to host the Northeast Florida League of Cities Dinner Meeting on Thursday, December 18, 2025. Staff is bringing back estimates and venue options for council consideration.</p> <p>The Northeast Florida League will provide \$35 per guaranteed guest registration (minus Lake City’s RSVP’s) to offset the costs for catering expenses, therefore catering expenses are not included on the cost estimate spreadsheet (attached). The Northeast Florida League has secured the following sponsorships: \$500 towards the venue; \$300 dessert and Attitude Adjustment to cover the tab (not the set up or staffing charges).</p> <p>Cost breakdown without venue:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">Decorations</td> <td style="text-align: right;">\$ 300.00</td> </tr> <tr> <td style="text-align: right;">Door Prizes/Welcome Bags</td> <td style="text-align: right;">\$ 800.00</td> </tr> <tr> <td style="text-align: right;"><u>Catering LC staff</u></td> <td style="text-align: right;"><u>\$ 700.00 (est. 20 @ \$35)</u></td> </tr> <tr> <td></td> <td style="text-align: right;">\$1,800.00 + Venue rental charges</td> </tr> </table> <p>Note: In 2023 when the City last hosted the event, the expenses were as follows: venue rental charges (\$1,700), decorations (\$468); door prizes (\$612); meal expenses/City attendees only (\$340) for a total of \$3,120.</p>			Decorations	\$ 300.00	Door Prizes/Welcome Bags	\$ 800.00	<u>Catering LC staff</u>	<u>\$ 700.00 (est. 20 @ \$35)</u>		\$1,800.00 + Venue rental charges
Decorations	\$ 300.00									
Door Prizes/Welcome Bags	\$ 800.00									
<u>Catering LC staff</u>	<u>\$ 700.00 (est. 20 @ \$35)</u>									
	\$1,800.00 + Venue rental charges									
Alternatives:										
<p>Source of Funds: \$3,000 is budgeted in 511.52 Operating Supplies (funds can be transferred from 511.34 if needed)</p>										
<p>Financial Impact: Depends on venue selected (please refer to spreadsheet)</p>										
<p>Exhibits Attached: Spreadsheet of venue comparisons</p>										

Venue Rental Costs

Venue	Rental	Boardroom Available	Tables/Chairs Included	Linens Included	Podium & Audio	Decorations	Catering Menu Offered On-Site	Attitude Adjustment Event Staff and Set-Up Charges Only	Set-Up or Clean/Up Fee	Total	Total After \$500 Venue Sponsor Funds
Blanche Hotel	\$3,500	\$150	Included	\$180	\$405	\$360	No	\$350	No	\$4,945	\$4,445
Courtyard By Marriott	No Event Space										
Florida Getway Fairgrounds	\$1,100 plus \$1,500 refundable deposit	\$150	Included	\$180	\$405	\$360	No	\$450	\$350	\$2,995	\$2,495
Holiday Inn	\$500	\$50	Included	Included	Comp.	City to decorate	Yes	\$475	\$75	\$1,100	\$600
J & L Rustic Barn	No Response										
La Qunita	No Event Space										
TownePLace Suites by Marriott Lake City	No Response										

Please Note:

The Northeast League will provide \$35 per guaranteed guest registration (minus Lake City's RSVP's) This is used for catering costs.

The Northeast League has secured a \$500 venue sponsor and a \$300 dessert sponsor.

They have also secured Attitue Adjustment sponsors that will cover the tab that will be paid directly to the provider at the close of the event.

The City has \$3,000 budgeted for the event and is responsible for providing door prizes.

File Attachments for Item:

8. Discussion and Possible Action: Inhouse City Attorney (City Manager Don Rosenthal)

The City of Lake City currently relies on external legal counsel for various legal matters, resulting in significant and unpredictable legal expenditures. Bringing an attorney in-house presents an opportunity to improve efficiency, reduce costs, and provide more responsive legal support to city departments and leadership.

Cost Control & Savings

- Significant reduction in billable hours
- Predictable costs via salaried position

Faster, More Responsive Legal Guidance

- Immediate access to legal counsel for city leadership and staff
- No delays waiting for outside availability

Institutional Knowledge & Continuity

- Deep familiarity with city policies, politics, and personnel
- More consistent legal advice across departments

Proactive Legal Strategy

- Risk prevention vs. reaction
- Regular training and guidance to prevent costly legal missteps

Financial Considerations:

Proposed Expenses for Attorney and Legal Assistant, including Benefits

City Attorney	Type	Code	Amount
	Earnings		\$ 150,000.00
	Tax	SS (Social Security)	\$ 9,527.51
	Tax	MED (Medicare)	\$ 2,228.21
	Benefit	RFSM (FL Senior Management)	\$ 51,982.58
	Benefit	FL BLUE (Florida Blue 05770) Employee Only	\$ 8,200.80
	Benefit	DISAB (Long Term Disability - Flat Rate)	\$ 463.56
	Benefit	MET 1X (MET LIFE 1X - Flat Rate)	\$ 120.60
	Worker Compensation	8810 (Clerical Office Emp-NOC)	\$ 199.76
			\$ 222,723.02
Legal Asst.	Type	Code	Amount
	Earnings		\$ 61,838.92
	Tax	SS (Social Security)	\$ 3,834.02
	Tax	MED (Medicare)	\$ 896.66
	Benefit	RFGE (FL Retirement Regular)	\$ 8,255.69
	Benefit	FL BLUE (Florida Blue 05770) Employee Only	\$ 8,200.80
	Benefit	DISAB (Long Term Disability - Flat Rate)	\$ 201.36
	Benefit	MET 1X (MET LIFE 1X - Flat Rate)	\$ 60.36
	Worker Compensation	8810 (Clerical Office Emp-NOC)	\$ 80.47
			\$ 83,368.28
		Total	\$ 306,091.30

External legal counsel is currently retained on an as-needed basis, at hourly rates. The chart below is the City Attorney Past Expenses from FY15 to FY25.

	City Attorney	Other Legal Services
FY 2015	\$178,196.16	\$6,975.54
FY 2016	\$211,837.62	\$17,984.46
FY 2017	\$466,221.78	\$14,535.00
FY 2018	\$467,662.35	\$5,335.00
FY 2019	\$187,618.42	\$21,765.02
FY 2020	\$155,642.46	\$28,999.10
FY 2021	\$158,339.52	\$57,812.16
FY 2022	\$254,161.47	\$12,476.86
FY 2023	\$185,881.83	\$30,737.10
FY 2024	\$ 144,476.58	\$34,565.11
FY 2025	\$73,575.20	\$18,661.35

Attorney justification information:

\$350.00 hourly rate (private clients)
 \$185.00 hourly rate (City Rate)
 \$100.00 (City Rate for the Legal Assistant)

Attorney contract total cost: \$230,700.00

\$195,700.00 divided by \$185.00 = 1057 per year

Total work hours per year= 2080

2080 (proposed work hours) -1058 (work hours now working)= 1,022 more possible work hours

Attorney's normal hourly rate is \$350.00. Please see below for the comparison:

\$350.00 (2080) = \$728,000 yearly

\$185.00 (2080) = \$384,800 yearly

Cost will be approximately \$306,091.31

Bringing legal counsel in-house will increase operational efficiency, strengthen legal compliance, and reduce long-term costs for the City of Lake City. This strategic investment supports better governance, more responsive public service, and fiscal responsibility.

City Attorney Agreement

This Agreement, made and entered into this ____ day of April, 2025, by and between the City of Lake City, Florida, a Florida municipality, (hereinafter called "Employer") and _____, (hereinafter called "Employee"), both of whom understand and agree as follows:

Section 1. Licensure

Employee warrants and agrees that Employee is licensed to practice law in this state without limitation. Employee must maintain Employee's license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should the Employee no longer be authorized to practice law in this state, this contract will terminate immediately for good cause.

Section 2. Section 2: Term

This Agreement shall remain in full force and effect from June 15, 2025 until terminated by the Employer or Employee as provided in this Agreement.

Section 3. Section 3: Duties

1. Employer employs the Employee as City Attorney to perform the duties specified in Section 603 of the City of Lake City charter and/or by the Code of Ordinances of the City of Lake City, and to perform other legally permissible and proper duties and functions of the position.
2. It shall be the duty of the Employee to employ on behalf of the Employer all other employees of the Office of City Attorney consistent with the policies of the governing body and the ordinances and charter of the Employer.
3. It shall also be the duty of the Employee to direct, assign, reassign evaluate, and terminate, as appropriate, employees of the Office of City Attorney consistent with policies, ordinances, charter, state and federal law.
4. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

Section 4. Compensation

1. Base Salary: Employer agrees to pay Employee an annual base salary of one hundred fifty thousand dollars (\$150,000), payable in installments at the same time that the other employees of the Employer are paid.
2. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to senior executives of the City, as appropriate.
3. In addition, consideration shall be given on an annual basis to an increase in base compensation.
4. The Employer agrees to increase the compensation each year by at least the average across

the board increase granted to other employees of the Employer.

5. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees (who are not subject to a collective bargaining agreement) of the Employer as provided by the Employer's policies, charter, ordinances, or personnel rules and regulations or other practices.
6. Notwithstanding the foregoing, Employee shall not be entitled to contributions to the Florida Retirement System at Special Risk Class rates, nor be eligible for Special Risk Class benefits from the Florida Retirement System unless Employee is eligible as a member of a Special Risk Class as defined by Florida Statute.

Section 5. Health, Disability and Life Insurance Benefits

1. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his dependents in such amounts which are, at a minimum, equal to that which is provided to all other employees of the City of Lake City, Florida.
2. The Employer agrees to provide for short term and long term disability coverage for the Employee.

Section 6. Vacation and Sick Leave

1. Beginning the first day of employment, Employee shall be credited with eighty (80) accrued sick leave hours and eighty (80) accrued vacation leave hours. The leave credited to Employee as provided in this Paragraph 1 shall not be included in any payout to Employee of severance or leave provided for elsewhere in this Agreement.
2. In addition to the foregoing credited leave, beginning on the first day of employment, Employee shall accrue sick leave and vacation leave at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees.
3. Upon commencing employment, the Employee shall have access to a bank of thirty (30) sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.
4. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation leave, all paid holidays, executive leave, and other benefits to date.

Section 7. Automobile

Employee is expected to use the Employee's own vehicle in the performance of the Employee's

duties. When the Employee is required to use the Employee's own vehicle, the Employer will reimburse the Employee according to the IRS standard mileage rates for the current tax year; or the Employee may rent a vehicle and the Employer will reimburse the Employee for the reasonable costs of that rental.

Section 8. Retirement

Subject to the provisions of Section 4, Paragraph 6, the Employer agrees to enroll the Employee into the Florida Retirement System and to make all the appropriate contributions on the Employee's behalf as provided to executive classification of employees of the City.

Section 9. General Business Expenses

1. Employer agrees to budget and pay for licensing fees or charges that are required of lawyers to practice law in the State of Florida and professional dues, including but not limited to joining the International Municipal Lawyers Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These include the following:
 - Florida Municipal Attorneys' Association
 - Florida Association of Police Attorneys
 - City, County, and Local Government Law Section of the Florida Bar
 - Government Lawyer Section of the Florida Bar
 - Environmental and Land Use Law Section of the Florida Bar
 - Labor and Employment Law Section of the Florida Bar
 - Third Judicial Circuit Bar Association
2. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the IMLA Annual Conference, IMLA Chief Legal Officers Forum or IMLA Top50, the Florida League of Cities, the Florida Municipal Attorneys' Association, the annual meeting of the City County, and Local Government Section of the Florida Bar, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
3. Employer also agrees to budget and pay for IMLA distance learning programs and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and maintenance of the Employee's required CLE obligations and for the good of the Employer.
4. Employer recognizes that certain expenses of a non-personal but job related nature will be incurred by Employee, and agrees to reimburse or to pay for those general expenses. These expenses may include meals where Employer business is being discussed or conducted and

participation in social events of various organizations when representing the Employer. These expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse moneys to pay these expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
6. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use; a laptop computer; an Apple iPad Pro (wifi & cellular capable) with accompanying cellular plan; software; and mobile phone required for the Employee to perform Employee's duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. The equipment shall be fully depreciated at a rate of 4 years and upon termination of Employee's employment, the equipment described herein shall become the property of the Employee upon payment of any amount not depreciated and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Section 10. Involuntary Termination

1. For the purpose of this Agreement, only a termination of Employee's employment (regardless of whether such termination is initiated by Employer or Employee) pursuant to this Paragraph 1 will entitle Employee to the severance benefits set forth in Section 10. For purposes of clarification, Employee shall be precluded from entitlement to the severance benefits set forth in Section 10 if Employee's termination from employment (regardless of whether such termination is initiated by Employer or Employee) occurs under or pursuant to circumstances other than those set forth in this Paragraph 1. For purposes of this Paragraph 1, such termination shall occur when:
 - a. The majority of the governing body votes to terminate the Employee in accordance with Florida law at a properly posted and duly authorized meeting of the governing body.
 - b. If the Employer, citizens or legislature acts to amend any provisions of the City of Lake City charter or ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government or the duties of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
 - c. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
 - d. If the Employee resigns following an offer initiated by Employer and approved by a

majority of the governing body, for the Employer to accept Employee's resignation, whether formal or informal, then the Employee may declare a termination as of the date of the request.

- e. In those situations where a breach of contract can be cured, breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 21.
2. The Employer may terminate the Employee with or without good cause, at any time. For the purpose of this Agreement, in the event of termination pursuant to this Paragraph 2 Employee is not entitled to the severance benefits set forth in Section 10, and such termination shall occur when a simple majority of the governing body votes to terminate Employee with cause at a duly authorized public meeting called in accordance with Florida law. Employee shall be given written notice setting forth any allegations substantiating cause for termination pursuant to this paragraph at least fifteen (15) days prior to the public meeting, by the member(s) of the governing body making such allegations. For the purposes of this Paragraph 2, "cause" is defined as: (i) adjudication of guilt of any felony or crime (whether a felony or misdemeanor) involving dishonesty, moral turpitude, or misfeasance, malfeasance, or nonfeasance in the performance of duties, or (ii) misconduct as defined by Section 443.036(29), Florida Statutes, or (iii) breach of this contract by Employee which breach shall remain uncured by Employee as provided in Section 10, Paragraph 1(e).
3. For purposes of clarity, and not limitation, Employee shall cease to be an employee of the Employer on the effective date of the termination of Employee's employment, and such date shall not be later than the last day Employee renders to Employer the functions and duties set forth in Section 3, hereof.
4. In the event that the Employee is terminated, as defined in Section 10 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, paid in lump sum.

Section 11. Severance

1. Severance shall be paid to the Employee when employment is terminated as such termination is defined in Section 10, Paragraph 1.
2. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to twenty (20) weeks salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary as all other employees of Employer are paid, at the Employee's option. On the effective date of the termination of Employee's employment, and excepting the severance payment set forth in this paragraph and Employee's right to payment of leave as set forth in Section 6, Paragraph 4, and Section 11, Paragraph 3, Employer's liability for and obligation to provide, and Employee's continued right at the Employer's expense to accrue, benefits and perquisites as set forth in Section 4, Paragraph 5, and Sections 5, 6, 7, and 8 shall cease.

3. In accordance with Section 6, Paragraph 4, the Employee shall also be compensated for all accrued sick leave (less 80 hours pursuant to Section 6, Paragraph 1), vacation leave (less 80 hours pursuant to Section 6, Paragraph 1), and all paid holidays. In the event the balance of accrued sick leave and annual leave, after deducting the 80 hour credits provided in Section 6, Paragraph 1 is less than zero, Employee shall not receive a payout of accrued sick leave and annual leave.
4. If Employee elects to receive a lump-sum payment of severance, Employer shall transmit such payment to Employee on or before the thirtieth (30th) day following the effective date of Employee's termination of employment.
5. Any determination by Employer concerning the Employer's obligation to pay benefits to Employee as set forth in this Section 11 may only be made by the governing body, which shall approve any such payments before such payments are disbursed.
6. The termination and severance of Employee shall be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is provided by IMLA, which shall be used as a guide for such agreement, and is incorporated herein by reference.

Section 12. Resignation

Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign at anytime of his own volition and not at the request of the governing body. In the event the Employee desires to voluntarily resign employment, the Employee shall give written notice to the Employer at least thirty (30) days prior to separation. The Employer shall have no obligation to pay Attorney any further compensation after the expiration of the notice period. Upon the effective date of resignation, the Employer shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required thirty day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave. For clarification and not for purposes of limitation, a resignation pursuant to this Section 12 is not a termination of Employee's employment with Employer and does not entitle Employee to rights solely accruing to Employee as the result of termination as set forth in Section 10, Paragraph 1.

Section 13. Hours of Work

The Employee acknowledges the proper performance of the duties of the Employee will require the Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the Employer intends that reasonable time off be permitted the Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Employee.

The Employee will devote full time and effort to the performance of the Employee's duties, and shall remain in the exclusive employ of the Employer during the term of this Agreement; provided that, with the prior consent of the Employer, the Employee may accept temporary, outside professional employment which will not in any way interfere with the performance of, or the Employee's availability for the performance of, the Employee's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Employee is compensated and which are performed on the Employee's time off. The Employer encourages the Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages the Employee to participate in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Employee to perform the Employee's Duties.

Section 14. Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

Section 15. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the Employer.

Section 16. Indemnification

In addition to any requirement of Federal, State or Local Law, and to the extent permitted by law, Employer shall indemnify, defend, and hold Employee harmless against any and all claims (even if the allegations are without merit) or judgments for damages or injunctive relief arising from, related to, or connected with any tort, professional liability claim or demand or any other claim, whether civil, criminal, administrative, arbitative or investigative, arising out of any alleged act

or omission by Employee occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion by Employee in connection with the performance of his or her duties or responsibilities, unless the act or omission involved willful or wanton misconduct. In the event that the provision of legal representation by Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and Employer may not unreasonably withhold approval of such request. Legal representation provided by Employer for Employee shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. Employee recognizes Employer shall have the right to compromise any claim against Employee for which Employer is providing the defense.

Section 17. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18. Other Terms and Conditions of Employment

1. The Employer, upon agreement with Employee, may fix other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with any provisions of law.
2. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the charter, ordinances, personnel rules and regulations, benefits guides, or by practice.

Section 19. Notices

All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, by facsimile or email with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Employer:

City of Lake City, Florida
205 North Marion Avenue
Lake City, FL 32055
Attention: Mayor of the City of Lake City
Email Address: WalkerN@LCFla.com

if to Employee:

[Insert Attorney Name]

[Insert Attorney Address]
[Insert City, State, & Zip Code]
E-mail Address: [Insert Email Address]

or to such other address as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Any notice or communication delivered in person will be deemed effective upon delivery. Any notice or communication sent by facsimile, email, or air courier will be deemed effective on the first Business Day at the place at which such notice or communication is received following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail will be deemed effective on the third Business Day at the place from which such notice or communication was mailed following the day on which such notice or communication was mailed.

Section 20. General Provisions

1. **Merger.** This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement.
2. **Amendments.** The Employer and Employee by mutual written agreement may amend this agreement. Such amendments shall be incorporated into and made a part of this agreement.
3. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
4. **Effective Date.** This Agreement shall become effective on April ____, 2025.
5. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
6. **Severability.** If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 21. Performance Evaluation

1. Employer should annually review the performance of the Employee in April subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to

the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

2. In the event the Employer determines that the evaluation instrument, format and/or procedure are to be modified by the Employer, such modifications shall be adopted by the Employer at least 9 months before being used to evaluate the Employee's performance.

Annually, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Employer's organization in the attainment of the Employer's policy objectives, and the Employer and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and shall be based, in whole or in part, on goals for the Employee's performance that are jointly developed and adopted by the Employer and the Employee.

DATED this _____ day of April, 2025.

EMPLOYEE:

EMPLOYER:

Employee

Noah E. Walker
Mayor

ATTEST:

Audrey Sikes
City Clerk

Approved as to form and content:

[Insert Reviewing Attorney Name]
City Attorney

File Attachments for Item:

9. City Council Ordinance No. 2025-2305 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances concerning park hours; providing definitions; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2025-2305 on first reading

MEETING DATE
4-21-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Request to amend hours at Campbell Park/Lake Montgomery Park

DEPT / OFFICE: Lake City Police Department

Originator:

Chief Gerald Butler

City Manager

Don Rosenthal

Department Director

Chief Gerald Butler 

Date

3/6/2025

Recommended Action:

Change City Code 86.2(c) to keep Campbell Park/Lake Montgomery Park open from 30 minutes before Sunrise to 30 minutes after Sunset year-round, same as with the other City Parks.

Summary Explanation & Background:

The new fishing pier at Campbell Park/Lake Montgomery Park is an asset for the entire City to enjoy. As the Chief of Police, I am often approached, or while at community functions where parents express concern in the lack of activities for our youth to participate in that does not involve an organized sport. This is especially true in families with limited income or where the parents work night shifts and have trouble with transportation. One of the activities the City provides, at no cost to the public, is the new fishing pier at Campbell Park/Lake Montgomery Park. The current City Code states: "Campbell Park/Lake Montgomery Park shall be open from 7:00 am until 8:00 pm during the months of June, July and August. Campbell Park/Lake Montgomery Park shall be open from 8:00am until 5:00pm at all other times not specified herein." Currently, with the beginning of daylight savings time 2025, in Lake City, sunrise can be as early as 6:30am and sunset as late as 8:27 pm (per U.S. Naval Observatory Website). With the current city code, the park and fishing pier on certain days would open 1 ½ hours after sunrise and close almost 3 ½ hours before sunset. During the months of June, July and August when the park is open from 7am – 8pm, the park/fishing pier would still open after sunrise and close before sunset. With proposed changes to the times, Campbell Park/Lake Montgomery Park will open and close at the same times as the other City parks and will also allow citizens, especially our youth, to enjoy this asset for longer periods of time daily, while still opening and closing the Park at reasonable hours for the citizens who reside near the Park.

Alternatives: Keep Current times in place per City Code

Source of Funds:

N/A

Financial Impact:

None

Exhibits Attached:

City Ordinance 2024-2275

ORDINANCE 2024-2275

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD NEW SECTION NUMBER 86-2 TO PART III, CHAPTER 86, ARTICLE I; PROVIDING FOR THE REGULATION OF PUBLIC PARKS, PARK HOURS, AND PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City of Lake City, a political subdivision of the State of Florida (hereinafter the "City"), operates a number of City Parks for the benefit of the public; and

WHEREAS the City desires to adopt rules and regulations that are applicable and enforceable to various City Parks; and

WHEREAS the City Council finds that it is in the best interests of the citizens of the City to amend the City Code to add new Section Number 86-2 to Part III, Chapter 86, Article I.

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

Section 1. The above recitals are true and accurate and adopted and incorporated herein.

Section 2. The following Section of Chapter 86, Article I, of the City Code of Ordinances titled "Regulation in Parks: Hours; Penalties", which creates regulations of public parks, shall be established as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 86-2. – Regulation in parks: hours; penalties.

- (a) Purpose. It is the purpose of this section to protect the public health, welfare and safety by regulating the hours of use of and activities in city parks. The City Council finds that these regulations are necessary to protect the safety, integrity and lawful use of city parks so that they can be enjoyed by all citizens, and that these regulations are the minimum necessary to carry out this purpose. These regulations shall be interpreted to carry out this intent.
- (b) Use of park prohibited when closed. No person shall use or enter or be present on any portion of any city park during the hours that the park is closed in accordance with this section, unless they are participating in an activity authorized and supervised by the city.

- (c) Park hours. Halpatter Park, Kiwanis Park, Lake Desoto Park, Lake Isabella Park, Olustee Park, Sallie Mae Jerry Memorial Park, the Veteran's Plaza, Wilson Park, and Young's Park shall be open from 30 minutes before sunrise until 30 minutes after sunset. Campbell Park/Lake Montgomery Park shall be open from 7:00 A.M. until 8:00 P.M. during the months of June, July, and August. Campbell Park/Lake Montgomery Park shall be open from 8:00 A.M. until 5:00 P.M. at all other times not specified herein.
- (d) City manager may set more restrictive closing hours. The city manager may establish in writing closing hours for parks more restrictive than the closing hours provided above for a period of not more than 30 days when necessary to protect the public health, welfare and safety, and based upon the following factors to be taken into consideration when the closing hours are set:
- (1) The amount of daylight at the time of year during which the closing hours will be in effect.
 - (2) The availability of artificial lighting.
 - (3) The ability to provide (and the cost of providing) adequate police protection during the hours the park is open.
 - (4) The occurrence of acts of vandalism or other crimes in the park.
 - (5) The prevention of the deterioration of existing buildings, playground apparatus or other structures or facilities.
 - (6) The prevention of the deterioration of shrubbery, trees and grass.
 - (7) The protection of new plantings of grass, trees or shrubbery.
- (e) Filing memorandum of new hours. The city manager shall file a memorandum with the city clerk and chief of police establishing any new closing hours set by the city manager pursuant to subsection (4).
- (f) City Council may set different opening and closing hours. The City Council by resolution may at any time set different opening and closing hours for any public park.
- (g) Posting of hours. A sign shall be posted at each main authorized entrance to each city park identifying the park and stating the current hours during which the park or area is open and closed. The signs shall also indicate that using the park during closed hours is prohibited.
- (h) Allowance of activities. The city manager may authorize a particular activity to be carried on in a city park during the closed hours set for that park or area, so long as the activity to be carried on does not violate the considerations contained in subsection (d) above and the activity is supervised by at least one city employee. A fee shall be charged for the activity to offset additional costs to the city.
- (i) Penalties. Pursuant to Florida Statute § 162.22, any person who violates this section may be sentenced to pay a fine, not to exceed \$500, and may be

sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law. The failure of the alleged violator to see or understand, or of the City to erect, any signs or other notices provided for in this section shall not be a defense to or in the prosecution of any violation of this section.

Section 3. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 4. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

Section 5. Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 6. This ordinance shall take effect immediately upon its adoption.

PASSED upon first reading this 16th day of January 2024.

NOTICE PUBLISHED on the 20th day of January 2024.


PASSED AND ADOPTED on the 5th day of February 2024.

CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: 
Audrey E. Sikes, City Clerk

By: 
Thomas J. Kennon, III,
City Attorney

Ordinance Number: 2024-2275
Passed on first reading on January 16, 2024

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Hill, Jr., Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chevella Young, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricky Jernigan, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certification

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


AUDREY E. SIKES, MMC
City Clerk

Ordinance Number: 2024-2275
Passed on second and final reading on February 5, 2024

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Hill, Jr., Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chevella Young, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricky Jernigan, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certification

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


AUDREY E. SIKES, MMC
City Clerk



DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, Florida 32055
Telephone: (386) 752-2031
growthmanagement@lcfia.com

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 proposed ordinance is published.

Proposed ordinance's title/reference: City Council Ordinance No. 2024-2275 - An ordinance of the City of Lake City, Florida, amending the City Code to add new Section Number 86-2 to Part III, Chapter 86, Article I; providing for the regulation of Public Parks, park hours, and penalties for violations; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law* 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:

*See section 166.041(4)(c) Florida Statutes

1. Summary of the proposed ordinance (must include a statement of the public purposes, such as serving the public health, safety, morals and welfare):
Providing for the regulation of Public Parks, park hours, and penalties for violations to serve the public at large for the public's safety and welfare by regulating the trespassing which affects the health of the public at large due to the trespassers urinating and leaving human feces in all public areas of the parks.
2. An Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: *There will be no impact on any business or for-profit business in the City by this proposed ordinance.*
3. Good faith estimates of the number of businesses likely to be impacted by the proposed ordinance:
No businesses will be impacted by the proposed ordinance.
4. Additional information the governing body deems useful (if any):
The City scheduled the 1st Reading of the ordinance for the January 02, 2024 City Council meeting and advertised this reading of the ordinance on the City web site on December 29, 2023.
The City scheduled the 2nd Reading of this ordinance for the City Council meeting on February 05, 2024 and advertised this reading on the City web site on February 02, 2024 and advertised in the local newspaper on January 20, 2024.

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2305

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING
2 CHAPTER 86, ARTICLE I, SECTION 86-2 OF THE CITY OF LAKE CITY
3 CODE OF ORDINANCES CONCERNING PARK HOURS; PROVIDING
4 DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE
5 REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND
6 PROVIDING AN EFFECTIVE DATE.

7 **WHEREAS**, the City of Lake City, (the “City”), operates city parks for the benefit of the public; and

8 **WHEREAS**, the City Council of the City adopted Ordinance 2024-2275 in 2024, which, among
9 other things, created Section 86-2 entitled *Regulation in Parks; hours; penalties* of the City Code
10 of Ordinances; and

11 **WHEREAS**, said Section 86-2, as enacted established that certain parks have established hours
12 that vary depending on the time of year, which hours are not uniform with other city parks; and

13 **WHEREAS**, the City Council desires uniform hours for all city parks; and

14 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
15 necessary and in the interest of prudent management of public assets to change the hours of
16 certain city parks such that the hours for all parks are uniform, and accordingly to amend the
17 Code of Ordinances to accomplish same; now therefore

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

19 **SECTION 1. AMENDMENT OF SECTION 86-6 OF THE CODE OF ORDINANCES TO PROVIDE**
20 **DEFINITIONS AND ESTABLISH DIFFERENTIAL HOURS FOR CERTAIN PARKS DEPENDING ON TIME**
21 **OF YEAR**

22 Chapter 86, Article I, Section 86-2 of the City Code of Ordinances is amended as follows
23 (words ~~stricken~~ are deletions; words underlined are additions):

24 **Sec. 86-2. – Regulation in parks: hours; penalties.**

25 (a) *Purpose.* It is the purpose of this section to protect the public health, welfare and
26 safety by regulating the hours of use of and activities in city parks. The City Council
27 finds that these regulations are necessary to protect the safety, integrity and
28 lawful use of city parks so that they can be enjoyed by all citizens, and that these

regulations are the minimum necessary to carry out this purpose. These regulations shall be interpreted to carry out this intent.

- (b) *Use of park prohibited when closed.* No person shall use or enter or be present on any portion of any city park during the hours that the park is closed in accordance with this section, unless they are participating in an activity authorized and supervised by the city.

(c) Definitions.

(1) Sunrise means the time on a given day when the sun's upper rim appears on the horizon in the morning, marking the end of dawn and the start of daylight as determined by the Solar Calculator of the National Oceanic and Atmospheric Administration's Global Monitoring Laboratory or its successor entity.

(2) Sunset means the time on a given day when the last part of the sun's upper rim disappears from the horizon in the evening, marking the end of daylight and the start of dusk as determined by the Solar Calculator of the National Oceanic and Atmospheric Administration's Global Monitoring Laboratory or its successor entity.

- ~~(d)(e)~~ *Park hours.* Halpatter Park, Kiwanis Park, Lake Desoto Park, Lake Isabella Park, Olustee Park, Sallie Mae Jerry Memorial Park, the Veteran's Plaza, Wilson Park, Campbell Park/Lake Montgomery Park and Young's Park shall be open from 30 minutes before sunrise until 30 minutes after sunset. ~~Campbell Park/Lake Montgomery Park shall be open from 8:00 A.M. until 5:00 P.M. at all other times not specified herein.~~

- ~~(e)(d)~~ *City manager may set more restrictive closing hours.* The city manager may establish in writing closing hours for parks more restrictive than the closing hours provided above for a period of not more than 30 days when necessary to protect the public health, welfare and safety, and based upon the following factors to be taken into consideration when the closing hours are set:

- (1) The amount of daylight at the time of year during which the closing hours will be in effect.
- (2) The availability of artificial lighting.
- (3) The ability to provide (and the cost of providing) adequate police protection during the hours the park is open.
- (4) The occurrence of acts of vandalism or other crimes in the park.

(5) The prevention of the deterioration of existing buildings, playground apparatus or other structures or facilities.

(6) The prevention of the deterioration of shrubbery, trees and grass.

(7) The protection of new plantings of grass, trees or shrubbery.

~~(f)(e)~~ *Filing memorandum of new hours.* The city manager shall file a memorandum with the city clerk and chief of police establishing any new closing hours set by the city manager pursuant to subsection (4).

~~(g)(f)~~ *City Council may set different opening and closing hours.* The City Council by resolution may at any time set different opening and closing hours for any public park.

~~(h)(g)~~ *Posting of hours.* A sign shall be posted at each main authorized entrance to each city park identifying the park and stating the current hours during which the park or area is open and closed. The signs shall also indicate that using the park during closed hours is prohibited.

~~(i)(h)~~ *Allowance of activities.* The city manager may authorize a particular activity to be carried on in a city park during the closed hours set for that park or area, so long as the activity to be carried on does not violate the considerations contained in subsection (d) above and the activity is supervised by at least one city employee. A fee shall be charged for the activity to offset additional costs to the city.

~~(j)(i)~~ *Penalties.* Pursuant to Florida Statute §162.22, any person who violates this section may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law. The failure of the alleged violator to see or understand, or of the City to erect, any signs or other notices provided for in this section shall not be a defense to or in the prosecution of any violation of this section.

SECTION 2. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 3. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

96 **SECTION 4.** Codification. It is the intention of the City Council of the City of Lake City, Florida,
97 that the provisions of this ordinance shall become and be made a part of the Code of the City of
98 Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

99 **SECTION 5.** This ordinance shall take effect immediately upon its adoption.

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Audrey E. Sikes, City Clerk

File Attachments for Item:

10. City Council Ordinance No. 2025-2306 (first reading) - An ordinance of the City of Lake City, Florida, pertaining to the Police Officers' Pension Plan Board of Trustees; amending Chapter 70, Article IV, of the City of Lake City, Florida, Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-93 to change the terms of trustees of the Pension Plan Board of Trustees; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2306 on first reading

CITY OF LAKE CITY, FLORIDA
ORDINANCE NUMBER 2025-2306

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PERTAINING TO**
2 **THE POLICE OFFICERS' PENSION PLAN BOARD OF TRUSTEES;**
3 **AMENDING CHAPTER 70, ARTICLE IV, OF THE CITY OF LAKE CITY,**
4 **FLORIDA CODE OF ORDINANCES ENTITLED "POLICE OFFICERS'**
5 **PENSION PLAN AND TRUST FUND"; AMENDING SECTION 70-93 TO**
6 **CHANGE THE TERMS OF TRUSTEES OF THE PENSION PLAN BOARD OF**
7 **TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR**
8 **CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR**
9 **AN EFFECTIVE DATE.**

10 **WHEREAS**, the City of Lake City, Florida (the "City") has created a Police Officers' Pension Plan
11 (the "Plan") which is codified in the City Code of Ordinances (the "Code") at Chapter 70, Article
12 IV; and

13 **WHEREAS**, the Plan is administered by a Board of Trustees (the "Board") pursuant to Section 70-
14 93 of the Code; and

15 **WHEREAS**, the Board has recommended to the City Council the Code be amended to provide for
16 4-year terms for the trustees of the Board; and

17 **WHEREAS**, the City Council of Lake City finds the provisions of this Ordinance are in the best
18 interests of the health, safety and welfare of the citizens and others within Lake City.

19 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
20 necessary and in the interest of prudent management of the City's affairs, and in the furtherance
21 of the interests and welfare of the City to amend the Code to provide for 4-year terms for trustees
22 of the Board; now, therefore

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

24 **SECTION 1. POLICE OFFICERS' PENSION PLAN AND TRUST FUND – ADMINISTRATION OF THE**
25 **RETIREMENT PLAN**

26 Chapter 70, Section 70-93(c) of the City of Lake City Code of Ordinances is hereby amended
27 to read as follows:

28 **Sec. 70-93. - Administration of the retirement plan.**

29 * * *

30 (c) All trustees shall serve a term of four ~~two~~ years. If a vacancy shall occur prior
31 to the expiration of a member's term, a replacement member shall be chosen in
32 the same manner as the person who has left office. A replacement trustee shall

serve a full term measured from the date of replacement. All trustees shall serve until their replacements are selected.

* * *

SECTION 2. CODIFICATION

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

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT

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

SECTION 4. PROVIDING FOR SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon final adoption by the City Council of the City of Lake City, Florida.

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2025-2306

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PERTAINING TO THE POLICE OFFICERS' PENSION PLAN BOARD OF TRUSTEES; AMENDING CHAPTER 70, ARTICLE IV, OF THE CITY OF LAKE CITY, FLORIDA CODE OF ORDINANCES ENTITLED "POLICE OFFICERS' PENSION PLAN AND TRUST FUND"; AMENDING SECTION 70-93 TO CHANGE THE TERMS OF TRUSTEES OF THE PENSION PLAN BOARD OF TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

- 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:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance extends the Trustee terms from 2 years to 4 years. This change serves the public interests because it allows experienced trustees to use their knowledge and Pension Fund provided education for the benefit of the Pension Fund and makes turnover in a trustee position less impactful on the smooth operation of the Pension Fund.

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. There is no direct compliance cost to businesses ;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible There are no new charges or fees imposed by this ordinance. ; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. There are no regulatory costs..

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that 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]. 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. See attached No Cost Impact letter prepared by the actuary for the Lake City Police Officers' Retirement Plan.

File Attachments for Item:

11. City Council Ordinance No. 2025-2308 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-01, by the City Council; providing for amending Section 4.12.2 entitled Permitted Principal Uses and Structures to permit Churches and other Houses of Worship as a permitted principal use and structure within the "CG" Commercial, General Zoning District; providing for amending Section 4.12.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CG" Commercial, General Zoning District; providing for amending Section 4.13.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CI" Commercial, Intensive Zoning District; providing for amending Section 4.14.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "C-CBD" Commercial-Central Business Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2025-2308 on first reading

ORDINANCE NO. 2025-23-08

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 25-01, BY THE CITY COUNCIL; PROVIDING FOR AMENDING SECTION 4.12.2 ENTITLED PERMITTED PRINCIPAL USES AND STRUCTURES TO PERMIT CHURCHES AND OTHER HOUSES OF WORSHIP AS A PERMITTED PRINCIPAL USE AND STRUCTURE WITHIN THE “CG” COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.12.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE “CG” COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.13.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE “CI” COMMERCIAL, INTENSIVE ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.14.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE “C-CBD” COMMERCIAL-CENTRAL BUSINESS ZONING DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and

considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that a need and justification exists for the approval of said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED by the people of the City of Lake City, Florida, as follows:

1. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.12.2 entitled Commercial, General (CG) Permitted Principal Uses and Structures is hereby amended to read, as follows:

SECTION 4.12 "CG" COMMERCIAL, GENERAL

4.12.2 PERMITTED PRINCIPAL USES AND STRUCTURES

1. Retail commercial outlets for sale of food, wearing apparel, fabric, toys, sundries and notions, books and stationery, leather goods and luggage, paint, glass, wallpaper, jewelry (including repair) art, cameras or photographic supplies (including camera repair), sporting goods, hobby shops and pet shops (but not animal kennel), musical instruments, optical goods, television and radio (including repair incidental to sales), florist or gift shop, delicatessen, bake shop (but not wholesale bakery), drugs, plants and garden supplies (including outside storage of plants and materials), automotive vehicle parts and accessories (but not junk yards or automotive wrecking yards), and similar uses.
2. Retail commercial outlets for sale of home furnishings (furniture, floor coverings, draperies, upholstery) and appliances (including repair incidental to sales), office equipment or furniture, hardware, second-hand merchandise in completely enclosed buildings, and similar uses.
3. Service establishments such as barber or beauty shop, shoe repair shop, restaurant, interior decorator, photographic studio, art or dance or music studio, reducing salon or gymnasium, animal grooming, self-service laundry or dry cleaner, tailor or dressmaker, laundry or dry cleaning pickup station, and similar uses.

4. Service establishments such as radio or television station (but not television or radio towers or antennae); funeral home, radio and television repair shop, appliance repair shop, letter shops and printing establishments, pest control, and similar uses.
5. Medical or dental offices, clinics, and laboratories.
6. Business and professional offices.
7. Newspaper offices.
8. Banks and financial institutions.
9. Professional, business, and technical schools.
10. Commercial recreational facilities in completely enclosed, soundproof buildings, such as indoor motion picture theater, community or little theater, billiard parlor, bowling alley, and similar uses.
11. Hotels and motels.
12. Dry cleaning and laundry package plants in completely enclosed buildings using nonflammable liquids such as perchloroethylene and with no odor, fumes, or steam detectable to normal senses from off the premises.
13. Art galleries.
14. Miscellaneous uses such as telephone exchange and commercial parking lots and parking garages.
15. Recovery homes.
16. Residential treatment facilities.
17. Automotive self service station. (See Section 4.2 for special design standards for automotive self-service stations)

18. Churches and other houses of worship.

Unless otherwise specified, the above uses are subject to the following limitations:

1. Sale, display, preparation, and storage to be conducted within a completely enclosed building, and no more than thirty (30) percent of floor space to be devoted to storage;
2. Products to be sold only at retail; and
3. Site and development plan approval (see Article 13) is required for all commercial developments.

2. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.12.5, entitled Commercial, General (CG) Special Exceptions is hereby amended to read, as follows:

SECTION 4.12 "CG" COMMERCIAL, GENERAL

4.12.5 SPECIAL EXCEPTIONS

(See also Articles 12 and 13)

1. Automotive service stations (see Section 4.2 for special design standards for automotive service stations).
2. Rental of automotive vehicles, trailers and trucks.
3. Package store for sale of alcoholic beverages, bar, tavern or cocktail lounge.
4. Hospitals and nursing homes.
5. Motor bus or other transportation terminals.
6. Child care centers and overnight child care centers, provided:
 - a. No outdoor play activities shall be conducted before 8 a.m. or after 8 p.m.; and
 - b. Provision is made for areas for offstreet pick-up and drop-off of children.
7. Public buildings and facilities.
8. Residential dwelling units, which lawfully existed within this district on the date of adoption or amendment of the Comprehensive Plan.

~~9. Churches and other houses of worship.~~

~~9.10.~~ Private clubs and lodges.

~~10.11.~~ Bed and breakfast inns (see Section 4.2).

~~11.12.~~ Adult care centers.

~~12.13.~~ Residences for destitute people (see section 4.2.35).

3. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.13.5 entitled Commercial, Intensive (CI) Special Exceptions is hereby amended to read, as follows:

SECTION 4.13 "CI" COMMERCIAL, INTENSIVE

4.13.5 SPECIAL EXCEPTIONS

(See also Articles 12 and 13)

1. Wholesale, warehouse or storage use in completely enclosed buildings. However, bulk storage of flammable liquids is not permitted.
2. Package store for sale of alcoholic beverages, bar, tavern or cocktail lounge.
3. Off-site signs (see also Section 4.2)
4. Truck stops and automotive service stations (see Section 4.2 for special design standards for automotive service stations).
5. Service establishments such as crematory.
6. Agricultural fairs and fairground activities, livestock auction arenas.
7. Commercial tourist attractions.

8. Building trades contractor with on premises storage yard for materials and equipment.
9. Public buildings and facilities.
10. Residential dwelling units, which lawfully existed within this district on the date of adoption or amendment of the Comprehensive Plan.

~~11. Churches and other houses of worship.~~

~~11. 12.~~ Private clubs and lodges.

~~12. 13.~~ Bed and breakfast inns (see Section 4.2).

~~13. 14.~~ Travel trailer parks or campgrounds.

4. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.14.5 entitled Commercial, Central Business District (C-CBD) Special Exceptions is hereby amended to read, as follows:

SECTION 4.14 "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT

4.14.5 SPECIAL EXCEPTIONS

(See also Articles 12 and 13)

1. Automotive service stations (see Section 4.2 for special design standards for automotive service sections).
2. Package store for sale of alcoholic beverages; bar, tavern, or cocktail lounge.
3. Public buildings and facilities (see Section 4.2).

~~4. Churches and other houses of worship.~~

~~4. 5.~~ Private clubs and lodges.

~~5. 6.~~ Bed and breakfast inns (see Section 4.2).

~~6. 7.~~ Residences for destitute people (see section 4.2.35).

~~7. 8.~~ Auction house (but not including livestock auction arena) when operating in compliance with the following standards:

- a. Auction must be conducted entirely within an enclosed structure.
- b. Must be licensed as required by the City Code of Ordinances.
- c. Hours of operation of the auction house shall be conducted only between the hours of 5:00 p.m. until 12:00 p.m. Monday through Friday and 12:00 p.m. until 12:00 a.m. Saturday and Sunday; however, provided that additional hours of operations may be granted if adequate offstreet parking facilities are provided to accommodate all vehicles associated with the operation of the auction house in a Commercial Business District (C-CBD) zoning district.
- d. Structure must provide minimum requirements for assembly buildings as

provided by Life Safety Codes and Building Codes.

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

6. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

7. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

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

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

PASSED UPON FIRST READING on the _____ day of _____ 2025.

APPROVED AND ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

12. City Council Ordinance No. 2025-2307 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-03, submitted by Seacoast National Bank F/K/A Drummond National Bank relating to voluntary annexation; 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; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at 3882 W US Highway 90)

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. 2025-2307

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**
2 **PETITION NO. ANX 25-03, SUBMITTED BY SEACOAST NATIONAL BANK**
3 **F/K/A DRUMMOND NATIONAL BANK RELATING TO VOLUNTARY**
4 **ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN**
5 **COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND**
6 **CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY,**
7 **FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA;**
8 **MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF;**
9 **PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT;**
10 **AND PROVIDING AN EFFECTIVE DATE.**

11 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
12 of Lake City, Florida, (the "City Council"), to annex real property into the corporate boundaries of
13 the City of Lake City, Florida, (the "City"); and

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

18 **WHEREAS**, Seacoast National Bank f/k/a Drummond National Bank, the owner of certain real
19 property more particularly described herein below (the "Real Property"), has petitioned that the
20 same be voluntarily annexed and incorporated into the boundaries of the City; now therefore

21 **BE IT ORDAINED** by the people of the City of Lake City, Florida, as follows:

- 22 1. Pursuant to a petition, ANX 25-03, by Seacoast National Bank f/k/a Drummond National
23 Bank, the owner of the Real Property, said Real Property being depicted on Schedule A:
24 Location Map, attached hereto and incorporated as part of this ordinance, which Real
25 Property is contiguous to the existing boundaries of the City and is reasonably compact, has
26 petitioned the City to have said Real Property annexed into the City.

27 **A parcel of land lying in Section 34, Township 3 South, Range 16 East,**
28 **Columbia County, Florida. Being more particularly described as follows:**

Commence at the Southeast corner of said Section 34; thence South 88°55'37" West 1,227.60 feet, along the South line of said Section 34 to the Easterly right-of-way of County Road 252B (SW Callahan Avenue); thence North 03°37'44" East 99.54 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 03°52'43" East 228.72 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to a point of curve; thence Northerly along said Easterly right-of-way along the arc of said curve concave to the east having a radius of 2,824.79 feet, a central angle of 06°24'00", a chord bearing and distance of North 06°18'54" East 315.36 feet, an arc distance of 315.53 feet to the Point of Beginning; thence continue along said Easterly right-of-way along the arc of said curve concave to the East having a radius of 2,824.79 feet, a central angle of 05°08'32", a chord bearing and distance of North 12°05'10" East 253.43 feet, an arc distance of 253.51 feet; thence North 15°25'23" East 182.88 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 60°08'26" East 28.31 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to the Southerly right-of-way of U.S. Highway 90 and a point on a curve; thence Easterly along said Southerly right-of-way along the arc of said curve concave to the northeast having a radius of 7,689.44 feet, a central angle of 01°18'14", a chord bearing and distance of South 76°05'55" East 175.00 feet, an arc distance of 175.00 feet; thence South 15°25'23" West 460.65 feet; thence North 74°34'37" West 180.11 feet to the Point of Beginning.

Containing 2.01 acres, more or less.

2. The City Council finds the petition bears the signatures of all owners of the Real Property in the area proposed to be annexed.
3. The City Council finds the Real Property is presently contiguous to the boundaries of the City, meets the criteria established by Chapter 171, Florida Statutes, as amended, and should be annexed to the boundaries of the City.
4. The Real Property is hereby annexed to the boundaries of the City, and in every way is a part of the City.
5. The boundaries of the City are hereby redefined to include the Real Property.

-
- 63 6. Annexation. The Real Property shall continue to be classified as follows: HIGHWAY
64 INTERCHANGE under the land use classifications as designated on the Future Land Use Plan
65 Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, HIGHWAY
66 INTERCHANGE (CHI) under the zoning districts as designated on the Official Zoning Atlas of the
67 Columbia County Land Development Regulations until otherwise changed or amended by
68 appropriate ordinance of the City.
- 69 7. Effective January 1, 2026, all real property lying within the boundaries of the City, as hereby
70 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject
71 to all general and special assessments.
- 72 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,
73 within the area, described in Section 1 above, upon the effective date of this ordinance under
74 a valid license or permit issued by the County and all other necessary state or federal
75 regulatory agencies, may continue such occupation, business, trade or profession within the
76 entire boundaries of the City, as herein defined, upon securing a valid occupational license
77 from the City, which shall be issued upon payment of the appropriate fee, without the
78 necessity of taking or passing any additional examination or test which otherwise is required
79 relating to the qualification of such occupations, businesses, trades or professions.
- 80 9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of
81 this ordinance, a certified copy of this ordinance with the following:
- 82 a) Florida Department of State, Tallahassee, Florida;
83 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
84 c) Clerk of the Circuit Court of Columbia County;
85 d) Chief Administrative Officer of Columbia County;
86 e) Property Appraiser of Columbia County;
87 f) Tax Collector of Columbia County; and
88 g) All public utilities authorized to conduct business within the City.
- 89 10. Severability. It is the declared intent of the City Council that if any section, sentence, clause,
90 phrase, or provision of this ordinance is for any reason held or declared to be
91 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such
92 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this
93 Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,
94 shall be deemed to be valid.

- 95 11. Conflict. All ordinances and resolutions, or parts of ordinances and resolutions in conflict
96 with this Ordinance are, to the extent they conflict with this Ordinance, repealed.
- 97 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City
98 Council of the City of Lake City, Florida.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting, on the 21st day of April, 2025.

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

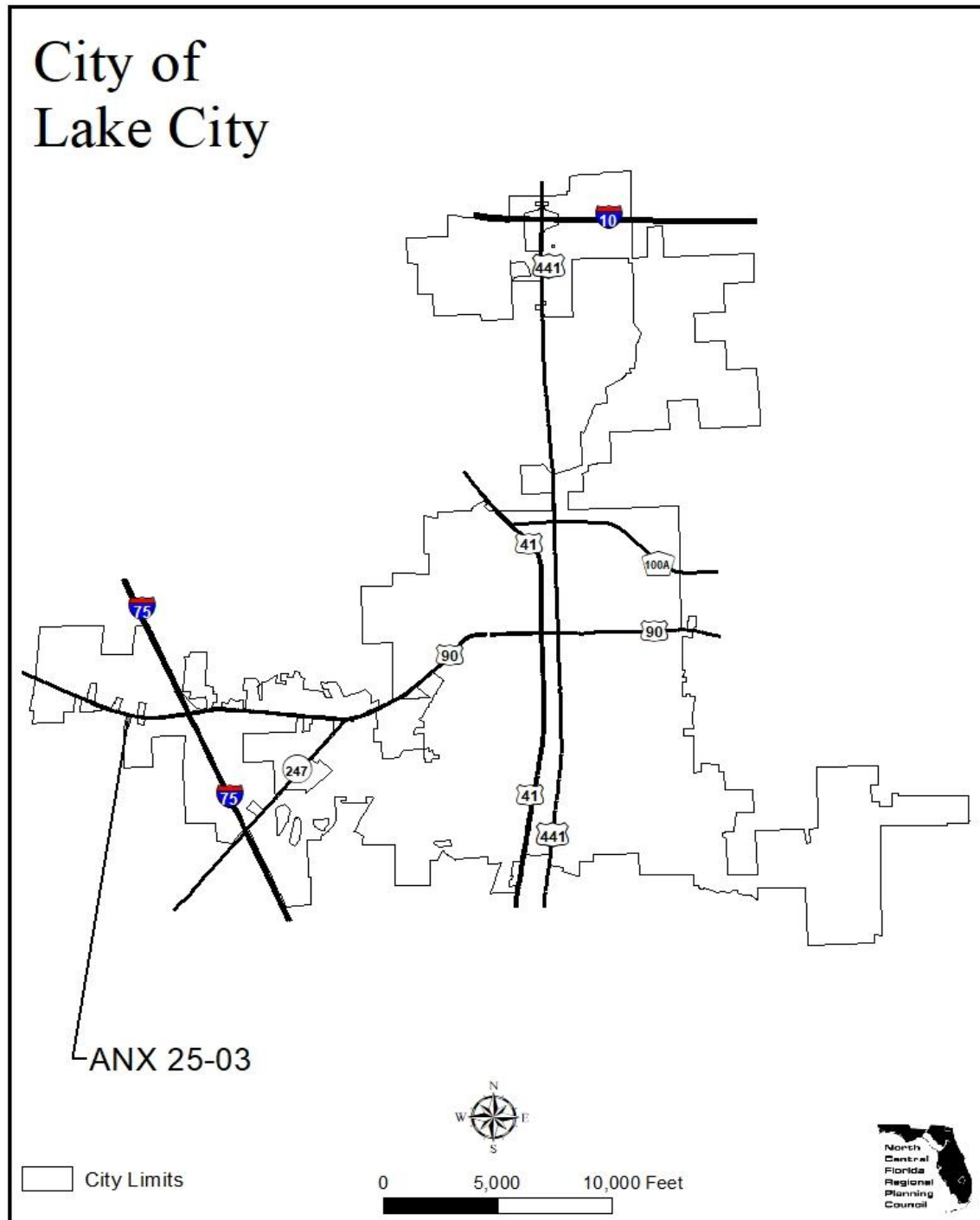
ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Schedule A: Location Map



File Attachments for Item:

13. City Council Ordinance No. 2025-2309 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Highway Interchange to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

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. 2025-2309

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-01, BY CHRISTOPHER LANCE JONES OF JONES ENGINEERING & CONSULTING, AS AGENT FOR ODOM MOSES & COMPANY LLP THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY HIGHWAY INTERCHANGE TO CITY COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the “City Council”) to prepare, adopt and implement a comprehensive plan; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

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

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrence Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, the City Council held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida

Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

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

1. Pursuant to an application, CPA 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COUNTY HIGHWAY INTERCHANGE to CITY COMMERCIAL on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Lots 4, 5, 6, and 7 of the Plantation Village Subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 1.99 acres, more or less.

2. Severability. It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.
3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with

Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until FloridaCommerce or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to FloridaCommerce, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

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

PASSED upon first reading this _____ day of _____ 2025.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

14. City Council Ordinance No. 2025-2310 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage; providing for rezoning from County - Commercial, Highway Interchange (CHI) to City - Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

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. 2025-2310

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-01, BY CHRISTOPHER LANCE JONES OF JONES ENGINEERING & CONSULTING, AS AGENT FOR ODOM MOSES & COMPANY LLP THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) TO CITY - COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

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

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an

amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED by the people of the City of Lake City, Florida, as follows:

1. Pursuant to an application, Z 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) to CITY - COMMERCIAL, INTENSIVE (CI) on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Lots 4, 5, 6, and 7 of the Plantation Village Subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 1.99 acres, more or less.

2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.
3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this amendment, Z 25-01, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 25-01. If Future Land Use Plan Map Amendment, CPA 25-01, does not become effective, this amendment, Z 25-01, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 25-01, to the Official Zoning Atlas may be issued or commence before it has become effective.

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

PASSED upon first reading this _____ day of _____ 2025.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

15. City Council Resolution No. 2025-037 - A resolution of the City of Lake City, Florida, concerning the Federal Aviation Administration Disadvantaged Business Enterprise (DBE) Program; ratifying the actions of the then-City Manager taken on behalf of the City Committing the City to the terms of that certain September 2020 DBE Program Policy statement executed by the then-City Manager on October 14, 2020; ratifying actions of City Personnel taken in furtherance of and compliance with said program policy; approving that certain updated DBE Program Policy Statement dated November 2024; committing the City to terms of said Disadvantaged Business Enterprise (DBE) Program Policy Statement; making certain findings of fact in support of the City approving said November 2024 DBE Program Policy Statement; recognizing the authority of the Mayor to execute and bind the City to said November 2024 DBE Program Policy Statement; directing the Mayor to execute and bind the City to said November 2024 DBE Program Policy Statement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 - 037

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA CONCERNING THE FEDERAL AVIATION ADMINISTRATION DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM; RATIFYING THE ACTIONS OF THE THEN-CITY MANAGER TAKEN ON BEHALF OF THE CITY COMMITTING THE CITY TO THE TERMS OF THAT CERTAIN SEPTEMBER 2020 DBE PROGRAM POLICY STATEMENT EXECUTED BY THE THEN-CITY MANAGER ON OCTOBER 14, 2020; RATIFYING ACTIONS OF CITY PERSONNEL TAKEN IN FURTHERANCE OF AND COMPLIANCE WITH SAID PROGRAM POLICY; APPROVING THAT CERTAIN UPDATED DBE PROGRAM POLICY STATEMENT DATED NOVEMBER 2024; COMMITTING THE CITY TO THE TERMS OF SAID DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM POLICY STATEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID NOVEMBER 2024 DBE PROGRAM POLICY STATEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID NOVEMBER 2024 DBE PROGRAM POLICY STATEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID NOVEMBER 2024 DBE PROGRAM POLICY STATEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") owns and operates the Lake City Gateway Airport (the "Airport"); and

WHEREAS, the City applies for and accepts grant funds ("Grants") from the United States Federal Aviation Administration (the "Agency"); and

WHEREAS, as a condition of being awarded Grants by the Agency, the City is required to maintain a Disadvantaged Business Enterprise Program (the "Program") in accordance with regulations of the United States Department of Transportation ("DOT") set forth in 49 CFR Part 26; and

WHEREAS; specifically the Program is applicable to DOT-assisted contracts such as contracts funded by Grants with the aim to ensure that Disadvantaged Business Enterprises ("DBEs") are provided an equal opportunity to receive and participate in DOT-assisted contracts; and

WHEREAS, by virtue of execution by the then-city manager, a Program was established by the

City in October 2020 for federal fiscal years 2021 through 2023; and

WHEREAS, the City desires to ratify the actions of the then-city manager related to and arising from the establishment of a Program in the City in October 2020 for federal fiscal years 2021 through 2023, said Program policy statement (the “2020 Policy Statement”) for such period being attached hereto as Exhibit “A”; and

WHEREAS, the City desires to amend and extend the Program for federal fiscal years 2024 through 2026, said Program policy statement (the “2024 Policy Statement”) for such period being attached hereto as Exhibit “B”; and

WHEREAS, ratifying the 2020 Policy Statement and amending and extending the Program by adopting the 2024 Policy Statement 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. Ratifying the 2020 Policy Statement and amending and extending the Program by adopting the 2024 Policy Statement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the actions of the then-city manager related to and arising from the execution and implementation of the 2020 Policy Statement in the form of Exhibit “A” attached hereto should be and is approved by the City Council of the City of Lake City; and
3. In furtherance thereof, the 2024 Policy Statement, amending and extending the 2020 Policy Statement, is approved and adopted hereby; and
4. 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
5. 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 2024 Policy Statement; 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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**DISADVANTAGED
BUSINESS ENTERPRISE
PLAN
PART 26
FY 2021-FY 2023
September, 2020**

for the

**LAKE CITY GATEWAY AIRPORT
LAKE CITY, FLORIDA**

Submitted to:

**Federal Aviation Administration
Office of Civil Rights
El Segundo, California**

Prepared By:

**Taffy Pippin Consulting, LLC
Montgomery, Alabama**

**EXHIBIT "A"
Not for Execution**

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ATTACHMENTTitle

Attachment 1	Regulations: 49 CFR Part 26 website link
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Directory or link to DBE Directory
Attachment 5	Overall Goal Calculations
Attachment 6	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	DBE Certification Application Form
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Attachment 10	Small Business Element Program

**DBE PROGRAM
LAKE CITY GATEWAY AIRPORT
CITY OF LAKE CITY
LAKE CITY, FLORIDA**

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Lake City, Florida (Sponsor) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the U.S. Department of Transportation (DOT), and as a condition of receiving this assistance, Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereinafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Karen Nelmes, Procurement Director, Lake City, Florida has been delegated as the DBE Liaison Officer. In that capacity, Ms. Nelmes is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to all branches of the City's offices, and posted it for public viewing in the Sponsor's Office. It will be distributed to DBE and non-DBE communities that perform work for the Sponsor on DOT-assisted contracts by website postings of the public notice.


Joe Helfenberger, City Manager
City of Lake City, Florida

Date: 10/14/20

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

Sponsor is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

Sponsor will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

Sponsor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Sponsor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT 26.11

Sponsor will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to the FAA as follows:

Sponsor will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. Sponsor will similarly report the required information about participating DBE firms. All reporting will be done through the FAA official reporting system, or another format acceptable to the FAA as instructed thereby.

Bidders List 26.11(c)

Sponsor will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on Sponsor DOT-assisted contracts, for use in helping to set overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

This information will be collected in the following way:

The Sponsor will collect this information as an attachment to the bid documents. All bidders must provide this information for themselves and all businesses who attempted to do business with them (i.e., all potential subcontractors who submitted bids/quote), see Attachment 3 to this Program.

Records Retention and Reporting:

All certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial agreement, whichever is longer.

Section 26.13 Federal Financial Assistance Agreement

Sponsor has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement Sponsor signs with a DOT operating administration (or a primary recipient) will include the following assurance:

"The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Sponsor's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program 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 49 CFR Part 26 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 *et seq.*)"

Contract Assurance: Sponsor will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible."

SUBPART B - ADMINISTRATIVE REQUIREMENTS**Section 26.21 DBE Program Updates**

Sponsor is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. Sponsor is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and Sponsor is in compliance with it and Part 26. Sponsor will continue to carry out this program until all funds from DOT financial assistance have been expended. Sponsor does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for Sponsor:

Karen Nelmes, Procurement Director
City of Lake City
205 N Marion Avenue
Lake City, Florida 32055
nelmesk@lcfla.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Sponsor complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of two to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes Sponsor's progress toward attainment and identifies ways to improve progress.

7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the Sponsor to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Based on our search and the listings in the FDIC Minority Depository Program, <http://www.fdic.gov/regulations/resources/minority/mdi.html>. Florida has ten minority owned banks with multiple branches. These banks may be accessed by following the above referenced website.

The Sponsor will investigate annually any new banks established in the area in the future that are owned by minorities and women and use their services, when feasible.

The Sponsor will provide the following notification to each prime contractor who will perform on a DOT-assisted project:

"The City of Lake City, Lake City, Florida encourages you to make the greatest feasible use of the services offered by banks owned and controlled by DBEs. Information on these services may be obtained from the DBELO of the City of Lake City, Lake City, Florida or by contacting the Florida Bankers Association in Tallahassee, Florida, (850) 224-2265."

Section 26.29 Prompt Payment Mechanisms

Sponsor requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Sponsor established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Sponsor.

Sponsor ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, Sponsor has selected the following method to comply with this requirement:

- (1) Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory

completion of the accepted work within 30 days after our payment to the prime contractor.

To implement this measure, the Sponsor includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract.

"The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Sponsor must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. From the total of the amount determined to be payable on a partial payment, not to exceed 10% of such total amount will be deducted and retained by the Sponsor until the final payment is made except as may be provided (at the Contractor's option) in the subsection 90-08 title Payment of Withhold Funds of this section. The balance [Insert balance] of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in subsection of 90-08 Payment of Withheld Funds of this section, no such percent retainage shall be deducted. When at least 95% of the work has been completed the Engineer shall, at the Sponsor's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Sponsor may retain an amount not less than twice the contract value of estimated cost, whoever is greater of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor."

Section 26.31 Directory

Sponsor is a non-certifying member of the State of Florida Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31.

Section 26.33 Over-concentration

Sponsor has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

Sponsor has not established a Business Development Program.

Section 26.37 Monitoring Responsibilities

Sponsor implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and sets forth these mechanisms in Sponsor's DBE program.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g.,

referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the event of non-compliance with the DBE regulation by a participant in our DBE Program.

3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records, monitored work sites and the Commercially Useful Function (CUF) process. This will be performed by the DBELO or the Sponsor's engineer and will be accomplished by:

- a. Review bid package documentation thoroughly, obtaining clarification if necessary.
- b. Review monthly reports regarding employment as well as DBE participation to ensure adherence to the plan as represented in bid documents and as stipulated in this program.
- c. Monitor progress of payments to DBE through monthly reports from prime contractors.
- d. Monitor progress of DBEs work through on-site visits and communication with DBEs.

5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

The Sponsor requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Sponsor's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

Monitoring Payments to DBEs and Non-DBEs

The Sponsor requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Sponsor's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

The Sponsor proactively reviews contract payments to subcontractors including DBEs no less than once a month. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Sponsor by the prime contractor.

The Sponsor will actively implement the enforcement actions detailed above.

Prompt Payment Dispute Resolution

Sponsor will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29. These steps will include but are not limited to 1) Written certification that Sponsor has reviewed contracting records and monitored work sites for this purpose, 2) Upon either party's written request to the DBELO for dispute resolution, a meeting will be voluntarily set within ten days of the request. The meeting will include representatives with authority to take enforcement action, including but not limited to, prime contractor, sub- contractor, and Sponsor representative(s).

Sponsor has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

The Sponsor will include the following clause in each DOT-assisted prime contract:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Failure to comply with the prompt payment provision of the contract may result in sanctions under the contract, as listed below.

- A. Refusal to issue proposals
- B. Damages
- C. Suspension of work on the project
- D. No additional progressive payments may be processed
- E. Suspension of prequalification"

Prompt Payment Complaints

Subcontractors with complaints regarding the prompt payment requirements should adhere to the following procedure.

If affected subcontractor's relationship with contracting prime responsible for direct payment does not exist in order to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint. If filing a prompt payment complaint with the DBELO does not produce a timely resolution, the subcontractor may contact the City Manager, and then the FAA.

Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

Sponsor will provide appropriate means to enforce the requirements of §26.29. These means include:

The Sponsor will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. This mechanism will include a written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by requiring DBE utilization updates at each pay request and at final contract closeout. The Airport Engineer along with the DBELO will review all pay requests and DBE utilization forms, ensuring that DBE utilization is in accordance with all contract requirements.
4. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

The Sponsor will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

Sponsor reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by DBELO/ and or Engineering Consultant, Contracting records are reviewed by the DBELO/ENGINEER. Sponsor will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering small business participation

The Sponsor has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of

contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. Implementation of the small business element is required in order for Sponsor to be considered by DOT as implementing this DBE program in good faith.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Sponsor does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The Sponsor will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), Sponsor will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of the FAA:

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If Sponsor does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and Sponsor will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. Sponsor will use DBE Directory information and Census Bureau Data, as a method to determine the base figure. Sponsor understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. Sponsor will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Sponsor market.

26.45 (g)(1) In establishing the overall goal, Sponsor will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by Sponsor to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before Sponsor is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which Sponsor engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, Sponsor will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on FAA's official internet web site, and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the FAA the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the principal office of Sponsor. This notice will provide that the Sponsor and FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the August 1st deadline.**

The Overall Three-Year DBE Goal submission to the FAA will include a summary of information and comments received, if any, during this public participation process and Sponsor responses.

Sponsor will begin using the overall goal on October 1 of the relevant period, unless other instructions from the FAA have been received.

Section 26.45 (e) Project Goals

If permitted or required by the FAA Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire

length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.45 (f) Prior Operating Administration Concurrence

Sponsor understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by Sponsor for calculating goals is inadequate, FAA may, after consulting with Sponsor, adjust the overall goal or require that the goal be adjusted by Sponsor. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to meet overall goals

Sponsor cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless Sponsor fails to administer its DBE program in good faith.

Sponsor understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

Sponsor understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) Sponsor will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.49 (e) How are overall goals established for transit vehicle manufacturers?

Sponsor will require transit vehicle manufacturers (TVM), as a condition of being authorized to bid or propose on any FTA-assisted transit vehicle procurements, to certify that they have complied with the requirements of §26.49.

- (1) Sponsor affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.
- (2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
- (3) Sponsor is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).
- (4) Sponsor will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51 (a-c) Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and

long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The Sponsor will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Section 26.51(d-g) Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order to meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the

contract goal has documented sufficient good faith efforts to be regarded as Responsive

Sponsor will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- 1) Award of the contract will be conditioned on meeting the requirements of this section;
- 2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - (i) The names and addresses of DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- 3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- 4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

Administrative reconsideration (26.53(d))

Within 5 days of being informed by Sponsor that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

City of Lake City
 Joe Helfenberger
 City Manager
 205 N Marion Avenue
 Lake City, FL 32055
citymanager@lcfla.com

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide

written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of Sponsor. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) Sponsor determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides Sponsor written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that Sponsor has determined compels the

termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to Sponsor a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Sponsor, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Sponsor and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of Sponsor as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If Sponsor requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor. Sponsor shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of Sponsor may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55.

The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Sponsor is a non-certifying member of the Florida DOT Unified Certification Program (UCP). Florida UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Florida UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Florida Department of Transportation
Kevin J. Thibault, P.E.
Secretary
605 Suwannee Street
Tallahassee, Florida 32399-0450
Telephone: 850-414-4100
Toll-Free: 866-374-FDOT (3368)

The Uniform Certification Application form and documentation requirements are found in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

Sponsor is the member of a Unified Certification Program (UCP) administered by Florida DOT. The UCP will meet all of the requirements of this section.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Sponsor

Sponsor understands that if it fails to comply with any requirement of this part, Sponsor may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

All participants in the Department's DBE program (including, but not limited to, the Sponsor, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with the DOT and the Sponsor compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to the Sponsor a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Sponsor, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If we violate this prohibition, we are in noncompliance with this part.

ATTACHMENTS

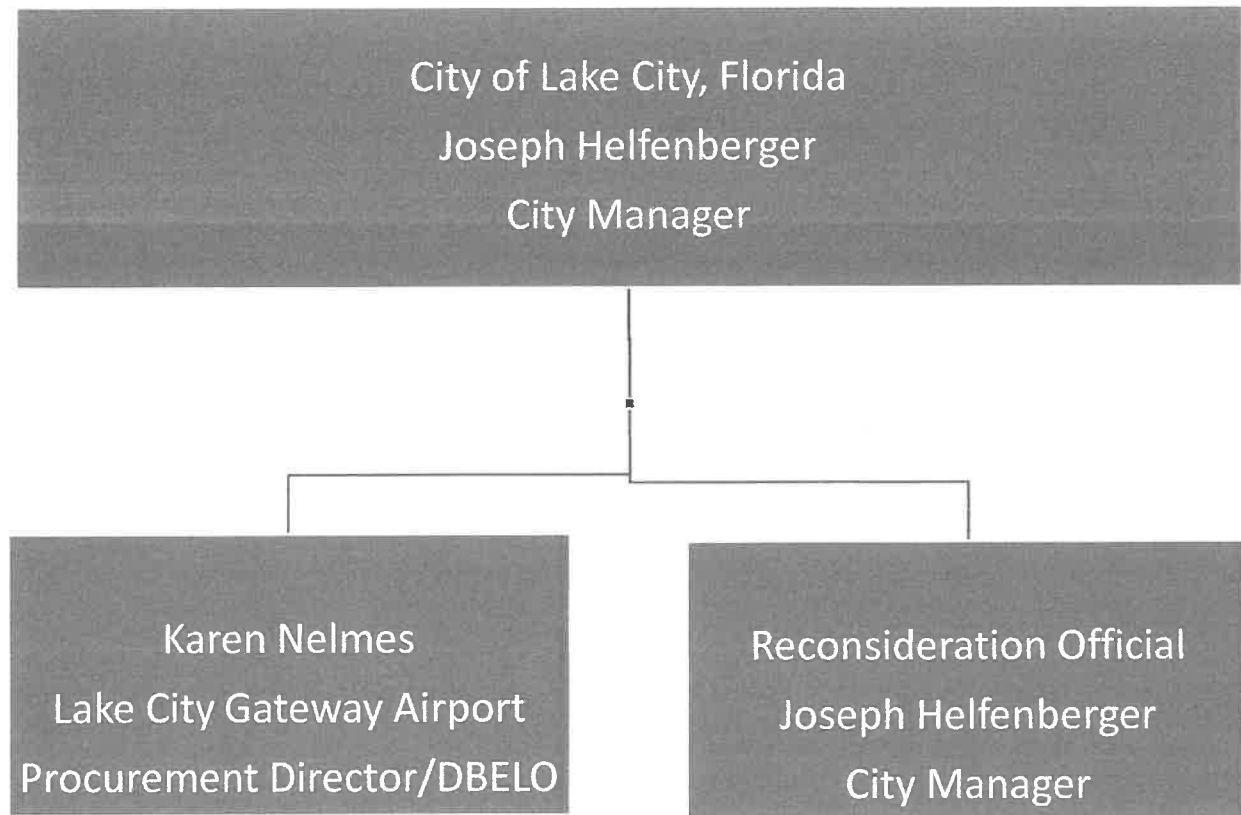
- Attachment 1 Regulations: 49 CFR Part 26 or website link
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 DBE Directory or link to DBE Directory
- Attachment 5 Overall Goal Calculations
- Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 DBE Certification Application Form
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

ATTACHMENT 1

Regulations: 49 CFR Part 26 link to website:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

ATTACHMENT 2
ORGANIZATIONAL CHART



ATTACHMENT 3
Bidder's List Collection Form

(SAMPLE BIDDERS LIST COLLECTION FORM)

[Reminder: the information below must be collected from every bidder who submits a quote/bid to the recipient and every potential subcontractor who submitted a quote/bid to each bidder. §26.11(c) requires recipients to collect information from all bidders and subcontractors, including unsuccessful ones.]

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ATTACHMENT 4

The Florida DBE web link to DBE directory is:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

ATTACHMENT 5**Overall DBE Three-Year Goal Methodology****FY 2021-2022**

The projects slated for FY 2021 and FY 2022 did not meet the monetary threshold requiring development of a DBE goal.

FY 2023

A. UPDATE OF GOALS - To make the program as useful as possible to the public, the city of Lake City, Lake City, Florida (Sponsor) will update the "amount," "method," and "breakout" portions of this section of the program annually, or as required. The following sections will be submitted to the FAA every year, or as required for approval: Amount of Overall Goal Section, Method Used for Establishing Overall Goals, Process, the Race-Neutral/Race Conscious Breakout, and Contract Goals. The material on overall goals in the DBE program will be a shorter summary of the material submitted annually, or as required, in the overall goal submission.

B. AMOUNT OF GOAL – The Sponsor's overall goal for FY 2023 is 6.57%, of the Federal financial assistance we will expend in FAA-assisted contracts. We expect to let projects during this FY in the amount of \$2,433,538.00; this means that our DBE goal is set at \$159,883.00.00 for this Fiscal Year. This overall goal is intended for information of public users of the program, and does not imply that the FAA, as such, has approved the goal.

C. METHOD STEP 1: In the development of the DBE goal for the Lake City Gateway Airport the first step was to establish the availability of ready, willing and able DBE businesses that were capable of participating in the type of contracts that were programmed during FY 2023. The project that is anticipated at the Lake City Gateway Airport includes an Aircraft Apron Rehabilitation, Taxiway C Realignment, and DBE Plan along with the professional effort associated with such a project. The monetary size of the project is expected to be \$2,433,538.00. An analysis of the project indicates that funds will be expended in the following areas:

LAKE CITY GATEWAY AIRPORT PROJECT ANALYSIS FY 2023			
TASK	NAICS	AMOUNT	PERCENTAGE
General Contractors	236220	\$319,590	13.13%
Street & Highway	237310	\$1,326,190	54.50%
Electrical	238210	\$63,100	2.59%
Site Prep	238910	\$65,139	2.68%
Hauling	484220	\$158,400	6.51%
Engineering	541330	\$312,638	12.85%
Survey	541370	\$22,478	0.92%
Testing	541380	\$19,663	0.81%
Aerial Photography	541922	\$4,500	0.18%

Landscaping	561730	\$18,540	0.76%
Traffic Control	561990	\$123,300	5.07%
TOTAL		\$2,433,538	100.00%

The weighting factor is the value of each work item based on cost as a fraction of the whole project.

The formula to be used to calculate the Base Figure for the DBE goal is as follows:

$$\frac{\text{Total DBE Firms in the Market Area by NAICS Code of Work to be Performed}}{\text{Total Firms in the Market Area by NAICS Code of Work to be Performed}} \times 100 = \text{Base Figure}$$

The recent bidders list indicated that the majority of the bidders that seek to do business with, with the airport, came from Alachua, Baker and Columbia counties in Florida. The city of Lake City and the Lake City Gateway Airport are located in Columbia County, which is in the FDOT's District 2. It was considered reasonable to also include all the counties that the Florida DOT indicates are located in District 2 in Florida. Those counties to be included are as follows: Taylor, Madison, Dixie, Lafayette, Suwannee, Hamilton, Columbia, Gilchrist, Levy, Alachua, Union, Baker, Bradford, Nassau, Duval, Clay, Putnam, and Saint Johns counties in Florida. It was generally agreed that the most comprehensive directory for DBE firms in Florida is the UCP DBE Directory that has been established by the Florida Department of Transportation. The list was refined by identifying those firms that could participate in the project by matching the specific trade and description of construction/professional effort with their appropriate NAICS and County. The resulting number will be used as the numerator in determining the Base Figure.

The next step in establishing the Base Figure was to determine our denominator. This was accomplished through the use of the Census Bureau's County Business Pattern (CBCBP) and the identification of the NAICSs that were the same as those identified from the Directory. With these figures in hand we compute our Base Figure using the following mathematics:

$$\begin{aligned} \frac{\text{Base}}{\text{Figure}} = & .1313 \left(\frac{FLNAICS236220}{NAICS236220} \right) + .5450 \left(\frac{FLNAICS237310}{NAICS237310} \right) + .0259 \left(\frac{FLNAICS238210}{NAICS238210} \right) + \\ & .0268 \left(\frac{FLNAICS238910}{NAICS238910} \right) + .0651 \left(\frac{FLNAICS484220}{NAICS484220} \right) + .1285 \left(\frac{FLNAICS541330}{NAICS541330} \right) + \\ & .0092 \left(\frac{FLNAICS541370}{NAICS541370} \right) + .0081 \left(\frac{FLNAICS541380}{NAICS541380} \right) + .0018 \left(\frac{FLNAICS541922}{NAICS541922} \right) + \\ & .0076 \left(\frac{FLNAICS561730}{NAICS561730} \right) + .0507 \left(\frac{FLNAICS561990}{NAICS561990} \right) \end{aligned}$$

FLNAICS- Florida DBE Directory NAICS

NAICS – Census Bureau's County Business Pattern (CBCBP) Data Base

$$\frac{\text{Base}}{\text{Figure}} = \frac{.1313\left(\frac{17}{239}\right) + .5450\left(\frac{6}{60}\right) + .0259\left(\frac{10}{444}\right) + .0268\left(\frac{52}{172}\right) + .0651\left(\frac{22}{154}\right) + .1285\left(\frac{36}{439}\right) + .0092\left(\frac{5}{75}\right) + .0081\left(\frac{4}{41}\right) + .0018\left(\frac{2}{24}\right) + .0076\left(\frac{43}{939}\right) + .0507\left(\frac{2}{68}\right)}{.0093 + .0545 + .0006 + .0081 + .0093 + .0105 + .0006 + .0008 + .0002 + .0003 + .0015}$$

$$\frac{\text{Base}}{\text{Figure}} = \frac{.0093 + .0545 + .0006 + .0081 + .0093 + .0105 + .0006 + .0008 + .0002 + .0003 + .0015}{.0002 + .0003 + .0015}$$

$$\frac{\text{Base}}{\text{Figure}} = 9.57\%$$

STEP 2: With the Base Figure established our next step was to more finely tailor this figure to reflect conditions that have occurred at the Lake City Gateway Airport. The City has considered the suggested options outlined in 49 CFR Part 26 and determined that past performance is the information that will be used to determine if an adjustment to our Base Figure is warranted. It was felt that a sampling of like type projects that have taken place in Florida would be appropriate for use in determining if an adjustment was required to the Base Figure. Listed below are the projects that were included for analysis. As you will note, each of these projects is of a similar nature as the project that is being anticipated in the 2023 time frame at the Lake City Gateway Airport:

PREVIOUS FAA PROJECTS			
YEAR	LOCATION	PROJECT TYPE	% OF DBE PARTICIPATION
2019	Panama City	Rehabilitate Taxiway	9.45%
2018	Panama City	Rehabilitate Apron	2.21%
2016	Destin	Rehabilitate Taxiway	3.57%*
		*Median	

The next step was to determine if any adjustment might be needed to the Base Figure. It was determined that the Median of the three projects was 3.57% and it was felt that the Base Figure should be adjusted to cater for this variance.

A summary of this analysis yields the following:

MEDIAN PERCENTAGE	3.57%
BASE FIGURE	+ 9.57%
Total	13.14% ÷ 2 = 6.57%

Satisfied that the Median Percentage was valid, the final step in the comparison was the development of a simple average of the Base Figure and the Median Percentage to establish a final percentage. The result of this was 6.57%. It was felt that the Base Figure of 9.57% should be adjusted for this variance. The Average Percentage of 6.57% is established as the goal for DBE participation at the Lake City Gateway Airport for FY 2023.

THREE YEAR GOAL

The FY 2021 and FY 2022 projects are not expected to reach the \$250,000 monetary threshold requiring development of a DBE goal. Therefore, 0.00% shall simply serve as a place holder for FY 2021 and FY 2022. Based on the methodologies and calculations and current information for the Lake City Gateway Airport the following is submitted as a three year goal.

FY 2021	0.00%
FY 2022	0.00%
FY 2023	<u>6.57%</u>
	6.57%

References:

Florida UCP List of Certified DBE Firms, August 2020
2018 – U.S. Census Bureau August 2020

Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation.

Sponsor will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
3. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
4. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
5. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;

RACE CONSCIOUS AND RACE NEUTRAL GOALS: Each time The Sponsor submits an overall goal for review by the FAA, The Sponsor will also submit a projection of the portion of the goal that is expected to be met through race-neutral means and the basis for that projection. This projection is subject to approval by the FAA, in conjunction with its review of the Sponsor's overall goal. The Sponsor will establish contract goals to meet any portion of an overall goal when the Sponsor does not project being able to meet goals using race-neutral means.

We estimate that, in meeting our overall goal of 6.57%, we will obtain 6.57% of the goal from race-conscious participation and 0.00% via race-neutral participation measures. This is an attainable goal based on the history of DBE participation in prior projects and the availability of current DBE contractors.

This breakout was established by computing the median of the variance of the level of DBE participation vs. DBE goal on the three projects considered in Step 2 of the Previous FAA Projects. The Median is a negative number, therefore 0.00% is established as the race-neutral goal for FY 2023. The following is the data base upon which the level of variance was computed using the “Like Type FAA Projects” information:

PROJECT DBE GOAL VARIANCE LAKE CITY GATEWAY AIRPORT LIKE TYPE FAA PROJECTS				
YEAR	LOCATION	DBE GOAL	% OF DBE PARTICIPATION	VARIANCE
2019	Panama City	6.61%	9.45%	2.84%
2018	Panama City	8.01%	2.21%	-7.80%
2016	Destin	11.72%	3.57%	-8.15%
MEDIAN *				

Public Participation

Consultation: Section 26.45(g)(1).

In establishing the overall goal, the Sponsor provided for consultation and publication. This included consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor's efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it occurred before we were required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement. The Sponsor submits its overall DBE three-year goal to the FAA by August 1 as required by the set schedule. Consultation discussions were held with the following agencies on September 11, 2020 at approximately 9:00 am CST with comments regarding uniform reporting, and prompt payment requirements for DBE & non DBE subcontractors.

LAKE CITY GATEWAY AIRPORT AGENCIES CONSULTED WITH	
Agency/Organization	Discussion/Information
Bradley Byrd, Operation Coordinator Lake City Gateway Airport	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Chris Johnson, PE Passero	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Angela Witt, Grants & Contracts Administrator Passero	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Stan Price, PE Passero	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Taffy Pippin, Consultant Taffy Pippin Consulting	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Clayton Pippin, Planner Taffy Pippin Consulting	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting

PUBLIC NOTICE

PUBLIC NOTICE

The Lake City Gateway Airport, operated by the City of Lake City, Florida, hereby publishes a proposed overall goal for its Disadvantaged Business Enterprise (DBE) Program for FY 2023. The proposed overall goal is 6.57% for all FAA-AIP funded projects for FY 2023. The methodology used in developing this goal is available for inspection at the office of the Procurement Director, Karen Nelmes, 205 N Marion Avenue, Lake City, FL, 32055, Monday through Friday 8:00 am – 4:30 pm. The City will receive and consider public comments on the proposed goal for 30 days from the date of this advertisement. These goals are established in accordance with 49 CFR Part 26. Written comments may be forwarded to the addresses cited below.

Karen Nelmes, Procurement Director
City of Lake City
205 N Marion Avenue
Lake City, Florida 32055
nelmesk@lcfla.com

And

Mr. Alexander Horton
FAA South Florida Flight Standards
District Office
2895 SW 145th Avenue, Suite 291
Miramar, FL 33027
alexander.horton@faa.gov

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

[The following "Form 1" and "Form 2" are provided for illustrative purposes ONLY, and are not promulgated or endorsed by the USDOT.]

[Any forms recipients develop and use for purposes of assessing bidders'/offerors' good faith efforts should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- ☐ Bidder/offeror has met the DBE contract goal
The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.
- ☐ Bidder/offeror has not met the DBE contract goal
The bidder/offeror is committed to a minimum of ____% DBE utilization on this contract and has submitted [or "will submit," if recipient made compliance a matter of responsibility] documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: _____

Bidder/Offeror Representative:

Name & Title

Signature

Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

<i>Description of Work</i>	<i>NAICS</i>	<i>Dollar Amount / %*</i>	<i>Dealer/Manufacturer**</i>

**Percentage is to be used only in negotiated procurements, including design-build contracts*

***For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is

\$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative

Date: _____

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

Signature of DBE's Authorized Representative

Date: _____

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The Sponsor has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

The Sponsor will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that the DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. The Sponsor may also use Florida Code in prosecution for fraud in a government contract, and refer such matters to the proper audit authority, the District Attorney, or the Attorney General of the State of Florida for enforcement of any and all applicable laws, both civil and criminal, of the State of Florida.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- (1) The use of liquidated damages for failing to utilize the DBE or replacing the DBE with another.
- (2) The inclusion as part of a current package a contractor's statement indicating commitment to the DBE program and steps they have taken to utilize them in prior contracts as well as the current contract.
- (3) The use of federal debarment (48CFR Section 9.402(b)).
- (4) Actions outlined in "Florida State Code".
- (5) Other legal mechanisms as necessary.

ATTACHMENT 8
DBE Certification Application Form

Web link:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/new-dbe-uniform-certification-application>

ATTACHMENT 9
State's UCP Agreement

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/equalopportunity/dbecertification/ucp-agreement.pdf?sfvrsn=e6ca3bd4_0

ATTACHMENT 10 SMALL BUSINESS PARTICIPATION

A. OBJECTIVE (49 CFR PART 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, the City of Lake City seeks to implement a small business element into its current DBE policy in accordance with applicable law. The Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The Sponsor is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The Sponsor will meet its objectives using a combination of the following methods and strategies:

1. Set asides:

Where feasible, the Sponsor will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Sponsor and its prime contractors/ consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This determination will be made based on the estimated availability of small businesses able to provide the requisite scopes of work regardless of DBE status. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and DBELO will document why a small business set-aside is inappropriate and the factors which were considered in making that determination, including project scope and estimated availability of firms.

2. Unbundling:

The Sponsor, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Similarly, The Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses. The

Sponsor will assist prime contractors or prime consultants in identifying portions of work which may be unbundled and performed by small businesses. The Sponsor will document the factors used to determine whether or not an FAA-assisted contract will be unbundled or bid separately.

As described above, the Sponsor will utilize several methods to facilitate small business participation. In each FAA-assisted contract, the DBELO will document the method in which the small business element will be implemented (i.e. set-aside, unbundling) and the process by which those methods were considered.

B. DEFINITIONS

1. Small Business:

Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.

2. Disadvantaged Business Enterprise:

A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is \$1.32 million.
- Whose average annual gross receipts, as defined by SBA regulations over the firm's previous three fiscal years is less than \$23.98 million
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the Florida Department of Transportation (FDOT) in accordance with 49 CFR 26.
- For the purposes of the small business element of the Sponsor's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification.

C. CERTIFICATION AND VERIFICATION PROCEDURES

The Sponsor will accept the following certifications for participation in the small business element of the Sponsor DBE Program with applicable stipulations:

1. FDOT DBE Certification – DBE Certification by the FDOT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by FDOT.
2. FDOT Small Business Enterprise (SBE) – Will require submittal of three years of business tax returns and page 2 of the FDOT DBE Certification application after contract award.
3. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124) - will require submittal of three years of business tax returns.

Special Note: Minority and women-owned business enterprises which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation.

D. IMPLEMENTATION SCHEDULE

The Sponsor will approve the small business element of the Small Business Participation element of the DBE Program and will implement it within two months of the FAA's approval of this element.

E. ASSURANCES

The Sponsor makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

**DBE GOAL METHODOLOGY
49 CFR PART 26
LAKE CITY GATEWAY AIRPORT
LAKE CITY, FLORIDA
FY2024-FY2026**

FY 2024

A. UPDATE OF GOALS - To make the program as useful as possible to the public, the city of Lake City, Lake City, Florida (Sponsor) will update the "amount," "method," and "breakout" portions of this section of the program annually, or as required. The following sections will be submitted to the FAA every year, or as required for approval: Amount of Overall Goal Section, Method Used for Establishing Overall Goals, Process, the Race-Neutral/Race Conscious Breakout, and Contract Goals. The material on overall goals in the DBE program will be a shorter summary of the material submitted annually, or as required, in the overall goal submission.

B. AMOUNT OF GOAL – The Sponsor’s overall goal for FY 2024 is 6.21%, of the Federal financial assistance we will expend in FAA-assisted contracts. We expect to let projects during this FY in the amount of \$803,932.00; this means that our DBE goal is set at \$49,924.00 for this Fiscal Year. This overall goal is intended for information of public users of the program, and does not imply that the FAA, as such, has approved the goal.

C. METHOD STEP 1: In the development of the DBE goal for the Lake City Gateway Airport the first step was to establish the availability of ready, willing and able DBE businesses that were capable of participating in the type of contracts that were programmed during FY 2024. The project that is anticipated at the Lake City Gateway Airport includes Rehabilitation of Industrial Loop Road, along with the professional effort associated with such a project. The monetary size of the project is expected to be \$803,932.00. An analysis of the project indicates that funds will be expended in the following areas:

LAKE CITY GATEWAY AIRPORT PROJECT ANALYSIS FY 2024			
TASK	NAICS	AMOUNT	PERCENTAGE
General Contractors	236220	\$9,000	1.12%
Water/Sewer	237110	\$159,390	19.83%
Street & Highway	237310	\$228,231	28.39%
Site Prep	238910	\$215,460	0.34%
Fencing	238990	\$41,040	26.80%
Hauling	484220	\$48,391	5.10%
Engineering	541330	\$66,420	6.02%
Survey	541370	\$18,000	8.26%
Testing	541380	\$4,500	2.24%
Aerial Photography	541922	\$2,700	0.56%
Landscaping	561730	\$1,800	0.22%
Traffic Control	561990	\$9,000	1.12%
TOTAL		\$803,932	100.00%

The weighting factor is the value of each work item based on cost as a fraction of the whole project.

The formula to be used to calculate the Base Figure for the DBE goal is as follows:

$$\frac{\text{Total DBE Firms in the Market Area by NAICS Code of Work to be Performed}}{\text{Total Firms in the Market Area by NAICS Code of Work to be Performed}} \times 100 = \text{Base Figure}$$

The recent bidders list indicated that the majority of the bidders that seek to do business with the airport, came from Orange, Seminole, Duval, Hardee, Brevard, and Sarasota counties in Florida. The city of Lake City and the Lake City Gateway Airport are located in Columbia County, which is in the FDOT's District 2. It was considered reasonable to also include all the counties that the Florida DOT indicates are located in District 2 in Florida. Those counties to be included are as follows: Columbia, Baker, Alachua, Gilchrist, Suwanee, Hamilton, and Union counties in Florida. It was generally agreed that the most comprehensive directory for DBE firms in Florida is the UCP DBE Directory that has been established by the Florida Department of Transportation. The list was refined by identifying those firms that could participate in the project by matching the specific trade and description of construction/professional effort with their appropriate NAICS and County. The resulting number will be used as the numerator in determining the Base Figure.

The next step in establishing the Base Figure was to determine our denominator. This was accomplished through the use of the Census Bureau's County Business Pattern (CBCBP) and the identification of the NAICSs that were the same as those identified from the Directory. With these figures in hand, we compute our Base Figure using the following mathematics:

$$\frac{\text{Base}}{\text{Figure}} = \begin{aligned} &.0112\left(\frac{FLNAICS236220}{NAICS236220}\right) + .1983\left(\frac{FLNAICS237110}{NAICS237110}\right) + .2839\left(\frac{FLNAICS237310}{NAICS237310}\right) + \\ &.2680\left(\frac{FLNAICS238910}{NAICS238910}\right) + .0510\left(\frac{FLNAICS238990}{NAICS238990}\right) + .0602\left(\frac{FLNAICS484220}{NAICS484220}\right) + \\ &.0826\left(\frac{FLNAICS541330}{NAICS541330}\right) + .0224\left(\frac{FLNAICS541370}{NAICS541370}\right) + .0056\left(\frac{FLNAICS541380}{NAICS541380}\right) + \\ &.0034\left(\frac{FLNAICS541922}{NAICS541922}\right) + .0022\left(\frac{FLNAICS561730}{NAICS561730}\right) + .0112\left(\frac{FLNAICS561990}{NAICS561990}\right) \end{aligned}$$

FLNAICS- Florida DBE Directory NAICS

NAICS – Census Bureau’s County Business Pattern (CBCBP) Data Base

$$\frac{\text{Base}}{\text{Figure}} = \begin{aligned} &.0112\left(\frac{8}{668}\right) + .1983\left(\frac{1}{136}\right) + .2839\left(\frac{12}{120}\right) + \\ &.2680\left(\frac{10}{310}\right) + .0510\left(\frac{19}{883}\right) + .0602\left(\frac{12}{253}\right) + \\ &.0826\left(\frac{9}{1258}\right) + .0224\left(\frac{3}{152}\right) + .0056\left(\frac{0}{90}\right) + \\ &.0034\left(\frac{4}{88}\right) + .0022\left(\frac{11}{2171}\right) + .0112\left(\frac{2}{146}\right) \end{aligned}$$

$$\frac{\text{Base}}{\text{Figure}} = \begin{aligned} &.0001 + .0015 + .0284 + \\ &.0086 + .0011 + .0029 + \\ &.0006 + .0004 + .0000 + \\ &.0002 + .0001 + .0002 \end{aligned}$$

$$\frac{\text{Base}}{\text{Figure}} = 4.41\%$$

STEP 2: With the Base Figure established our next step was to more finely tailor this figure to reflect conditions which have occurred at Lake City Gateway Airport. The Sponsor has considered the suggested options outlined in 49 CFR Part 26 and determined that past performance is the information that will be used to determine if an adjustment to our Base Figure is warranted. There are no applicable disparity studies, recent legal case information from the relevant jurisdictions, or evidence from related fields, that indicates evidence of barriers to entry or competitiveness of DBEs in the market area that is sufficient to warrant making any further adjustment. To this end, we investigated the airport’s recent history and other airports with like type projects. Listed below are the projects that were included for analysis. As you will note, each of these projects are of a similar nature and elements to the project that is being anticipated in the FY 2024-time frame at Lake City Gateway Airport:

PREVIOUS FAA PROJECTS			
YEAR	LOCATION	PROJECT TYPE	% OF DBE PARTICIPATION
2020	Palatka	Rehabilitate Taxiway	8.00%*
2019	Panama City	Construct Apron/Taxiway Expansion	9.50%
2018	Lake City	Rehabilitate Runway	3.90%
		*Median	

The next step was to determine if any adjustment might be needed to the Base Figure. It was determined that the Median of the three projects was 8.00% and it was felt that the Base Figure should be adjusted to cater for this variance.

A summary of this analysis yields the following:

MEDIAN PERCENTAGE	8.00%
BASE FIGURE	+ 4.41%
Total	12.41% ÷ 2 = 6.21%

Satisfied that the Median Percentage was valid, the final step in the comparison was the development of a simple average of the Base Figure and the Median Percentage to establish a final percentage. The result of this was 6.21%. It was felt that the Base Figure of 4.41% should be adjusted for this variance. The Average Percentage of 6.21% is established as the goal for DBE participation at the Lake City Gateway Airport for FY 2024.

D. PROCESS - The Sponsor submits its overall goal for FY 2024 to the FAA in September, 2023, for their consideration and approval. Before establishing the overall goal each year, the Sponsor's representative has consulted with airport stakeholders to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, and the effects of discrimination on opportunities for DBEs. The Sponsor's efforts are to establish a level playing field for the participation of DBEs. Following this consultation, the Sponsor has published a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Sponsor's principal office for 30 days following the date of the notice, and informing the public that the Sponsor and FAA will accept comments on the goals for 30 days from the date of the notice. This information was posted on the FAA's website and made available to the Office of Minority Business Development in the State of Florida. The notice will include the Sponsor's and FAA's addresses to which comments may be sent. The overall goal submission to the FAA will include a summary of information and comments received during this public participation process and the Sponsor's responses. We will begin using our overall goal on October 1 of each year unless we have received other instructions from the DOT. Consultation discussions were held with the following agencies on September 18, 2023, at approximately 2:30 pm EDT with comments no comments received.

LAKE CITY GATEWAY AIRPORT AGENCIES CONSULTED WITH	
Agency/Organization	Discussion/Information
Leona Lewis, PE, Aviation Project Manager Passero Associates	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Angela Witt, Grants & Contracts Administrator Passero	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Ed Bunnell, Airport Manager Lake City Gateway Airport	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Taffy Pippin, Consultant Taffy Pippin Consulting	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Clayton Pippin, Planner Taffy Pippin Consulting	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting

Public comments have been requested for the FY 2024 goal and the 30-day comment period is underway. Any comments received from the public advertisement or the other coordination will be evaluated and necessary changes will be made to the goal and included in the contract documents for the project.

E. RACE CONSCIOUS AND RACE NEUTRAL GOALS: Each time the City submits an overall goal for review by the FAA, the Sponsor will also submit a projection of the portion of the goal that is expected to be met through race-neutral means and the basis for that projection. This projection is subject to approval by the FAA, in conjunction with its review of the Sponsor's overall goal. The Sponsor will establish contract goals to meet any portion of an overall goal when the Sponsor does not project being able to meet goals using race-neutral means.

We estimate that, in meeting our overall goal of 6.21%, we will obtain 4.01% of the goal from race-conscious participation and 2.20% via race-neutral participation measures.

This breakout was established by computing the median of the variance of the level of DBE participation vs. DBE goal on the three projects considered in Step 2 (page 3) of the Previous FAA Projects. The Median is 2.20% and is established as the race-neutral goal for FY 2024. The following is the data base upon which the level of variance was computed using the "Like Type FAA Projects" information:

PROJECT DBE GOAL VARIANCE LAKE CITY GATEWAY AIRPORT LIKE TYPE FAA PROJECTS				
YEAR	LOCATION	DBE GOAL	% OF DBE PARTICIPATION	VARIANCE
2020	Palatka	5.80%	8.00%	2.20%*
2019	Panama City	6.60%	9.50%	2.90%
2018	Lake City	4.40%	3.90%	-0.50%
MEDIAN *				

F. CONTRACT GOALS

Contract goals will be used to meet any portion of the overall goal which the Sponsor does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work). The Sponsor will express the contract goals as a percentage of the Federal share of a DOT-assisted contract.

G. THREE YEAR GOAL

The FY 2026 projects are not expected to reach the monetary threshold requiring development of a DBE goal. Therefore, 0.00% shall simply serve as a place holder for FY 2026. Based on the methodologies and calculations and current information for the Lake City Gateway Airport the following is submitted as a three-year goal.

FY 2024	6.21%
FY 2025	6.67%
FY 2026	+ <u>0.00%</u>
	12.88% ÷ 2 = 6.44%

FY 2025

A. UPDATE OF GOALS - To make the program as useful as possible to the public, the city of Lake City, Lake City, Florida (Sponsor) will update the "amount," "method," and "breakout" portions of this section of the program annually, or as required. The following sections will be submitted to the FAA every year, or as required for approval: Amount of Overall Goal Section, Method Used for Establishing Overall Goals, Process, the Race-Neutral/Race Conscious Breakout, and Contract Goals. The material on overall goals in the DBE program will be a shorter summary of the material submitted annually, or as required, in the overall goal submission.

B. AMOUNT OF GOAL – The Sponsor’s overall goal for FY 2025 is 6.67%, of the Federal financial assistance we will expend in FAA-assisted contracts. We expect to let projects during this FY in the amount of \$3,862,296.00; this means that our DBE goal is set at \$257,615.00 for this Fiscal Year. This overall goal is intended for information of public users of the program, and does not imply that the FAA, as such, has approved the goal.

C. METHOD STEP 1: In the development of the DBE goal for the Lake City Gateway Airport the first step was to establish the availability of ready, willing and able DBE businesses that were capable of participating in the type of contracts that were programmed during FY 2025. The project that is anticipated at the Lake City Gateway Airport includes the Relocation of Taxiway D, along with the professional effort associated with such a project. The monetary size of the

project is expected to be \$3,862,296.00. An analysis of the project indicates that funds will be expended in the following areas:

LAKE CITY GATEWAY AIRPORT PROJECT ANALYSIS FY 2025			
TASK	NAICS	AMOUNT	PERCENTAGE
General Contractors	236220	\$41,400	1.07%
Water/Sewer	237110	\$472,500	12.23%
Street & Highway	237310	\$1,680,975	43.52%
Electrical	238210	\$585,630	15.16%
Site Prep	238910	\$363,780	9.42%
Hauling	484220	\$324,936	8.42%
Engineering	541330	\$288,000	7.46%
Survey	541370	\$22,500	0.58%
Testing	541380	\$9,000	0.23%
Aerial Photography	541922	\$3,600	0.09%
Landscaping	561730	\$24,975	0.65%
Traffic Control	561990	\$45,000	1.17%
TOTAL		\$3,862,296.00	100.00%

The weighting factor is the value of each work item based on cost as a fraction of the whole project.

The formula to be used to calculate the Base Figure for the DBE goal is as follows:

Total DBE Firms in the Market Area by NAICS Code of Work to be Performed X 100 = Base Figure
Total Firms in the Market Area by NAICS Code of Work to be Performed

The recent bidders list indicated that the majority of the bidders that seek to do business with the airport, came from Orange, Seminole, Duval, Hardee, Brevard, and Sarasota counties in Florida. The city of Lake City and the Lake City Gateway Airport are located in Columbia County, which is in the FDOT's District 2. It was considered reasonable to also include all the counties that the Florida DOT indicates are located in District 2 in Florida. Those counties to be included are as follows: Columbia, Baker, Alachua, Gilchrist, Suwanee, Hamilton, and Union counties in Florida. It was generally agreed that the most comprehensive directory for DBE firms in Florida is the UCP DBE Directory that has been established by the Florida Department of Transportation. The list was refined by identifying those firms that could participate in the project by matching the specific trade and description of construction/professional effort with their appropriate NAICS and County. The resulting number will be used as the numerator in determining the Base Figure.

The next step in establishing the Base Figure was to determine our denominator. This was accomplished through the use of the Census Bureau's County Business Pattern (CBCBP) and the identification of the NAICSs that were the same as those identified from the Directory. With these figures in hand we compute our Base Figure using the following mathematics:

$$\frac{\text{Base}}{\text{Figure}} = \begin{aligned} &.0107\left(\frac{FLNAICS236220}{NAICS236220}\right) + .1223\left(\frac{FLNAICS237110}{NAICS237110}\right) + .4352\left(\frac{FLNAICS237310}{NAICS237310}\right) + \\ &.1516\left(\frac{FLNAICS238210}{NAICS238210}\right) + .0942\left(\frac{FLNAICS238910}{NAICS238910}\right) + .0842\left(\frac{FLNAICS484220}{NAICS484220}\right) + \\ &.0746\left(\frac{FLNAICS541330}{NAICS541330}\right) + .0058\left(\frac{FLNAICS541370}{NAICS541370}\right) + .0023\left(\frac{FLNAICS541380}{NAICS541380}\right) + \\ &.0009\left(\frac{FLNAICS541922}{NAICS541922}\right) + .0065\left(\frac{FLNAICS561730}{NAICS561730}\right) + .0117\left(\frac{FLNAICS561990}{NAICS561990}\right) \end{aligned}$$

FLNAICS- Florida DBE Directory NAICS

NAICS – Census Bureau’s County Business Pattern (CBCBP) Data Base

$$\frac{\text{Base}}{\text{Figure}} = \begin{aligned} &.0107\left(\frac{8}{668}\right) + .1223\left(\frac{1}{136}\right) + .4352\left(\frac{12}{120}\right) + \\ &.1516\left(\frac{6}{1115}\right) + .0942\left(\frac{10}{310}\right) + .0842\left(\frac{12}{253}\right) + \\ &.0746\left(\frac{9}{1258}\right) + .0058\left(\frac{3}{152}\right) + .0023\left(\frac{0}{90}\right) + \\ &.0009\left(\frac{4}{88}\right) + .0065\left(\frac{11}{2171}\right) + .0117\left(\frac{2}{146}\right) \end{aligned}$$

$$\frac{\text{Base}}{\text{Figure}} = \begin{aligned} &.0001 + .0009 + .0435 + \\ &.0008 + .0030 + .0040 + \\ &.0005 + .0001 + .0000 + \\ &.0001 + .0001 + .0002 \end{aligned}$$

$$\frac{\text{Base}}{\text{Figure}} = 5.33\%$$

STEP 2: With the Base Figure established our next step was to more finely tailor this figure to reflect conditions which have occurred at Lake City Gateway Airport. The Sponsor has considered the suggested options outlined in 49 CFR Part 26 and determined that past performance is the information that will be used to determine if an adjustment to our Base Figure is warranted. There are no applicable disparity studies, recent legal case information from the relevant jurisdictions, or evidence from related fields, that indicates evidence of barriers to entry or competitiveness of DBEs in the market area that is sufficient to warrant making any further adjustment. To this end, we investigated the airport’s recent history and other airports with like type projects. Listed below are the projects that were included for analysis. As you will note, each of these projects are of a similar nature and elements to the project that is being anticipated in the 2025-time frame at Lake City Gateway Airport:

PREVIOUS FAA PROJECTS			
YEAR	LOCATION	PROJECT TYPE	% OF DBE PARTICIPATION
2020	Palatka	Rehabilitate Taxiway	8.00%*
2019	Panama City	Construct Apron/Taxiway Expansion	9.50%
2018	Lake City	Rehabilitate Runway	3.90%
		*Median	

The next step was to determine if any adjustment might be needed to the Base Figure. It was determined that the Median of the three projects was 8.00% and it was felt that the Base Figure should be adjusted to cater for this variance.

A summary of this analysis yields the following:

MEDIAN PERCENTAGE	8.00%
BASE FIGURE	+ <u>5.33%</u>
Total	13.33% ÷ 2 = 6.67%

Satisfied that the Median Percentage was valid, the final step in the comparison was the development of a simple average of the Base Figure and the Median Percentage to establish a final percentage. The result of this was 6.67%. It was felt that the Base Figure of 5.33% should be adjusted for this variance. The Average Percentage of 6.67% is established as the goal for DBE participation at the Lake City Gateway Airport for FY 2025.

D. PROCESS - The Sponsor submits its overall goal for FY 2025 to the FAA in September 2023, for their consideration and approval. Before establishing the overall goal each year, the Sponsor's representative has consulted with airport stakeholders to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, and the effects of discrimination on opportunities for DBEs. The Sponsor's efforts are to establish a level playing field for the participation of DBEs. Following this consultation, the Sponsor has published a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Sponsor's principal office for 30 days following the date of the notice, and informing the public that the Sponsor and FAA will accept comments on the goals for 30 days from the date of the notice. This information was posted on the FAA's website and made available to the Office of Minority Business Development in the State of Florida. The notice will include the Sponsor's and FAA's addresses to which comments may be sent. The overall goal submission to the FAA will include a summary of information and comments received during this public participation process and the Sponsor's responses. We will begin using our overall goal on October 1 of each year unless we have received other instructions from the DOT. Consultation discussions were held with the following agencies on September 18, 2023, at approximately 2:30 pm EDT with comments no comments received.

LAKE CITY GATEWAY AIRPORT AGENCIES CONSULTED WITH	
Agency/Organization	Discussion/Information
Leona Lewis, PE, Aviation Project Manager Passero Associates	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Angela Witt, Grants & Contracts Administrator Passero	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Ed Bunnell, Airport Manager Lake City Gateway Airport	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Taffy Pippin, Consultant Taffy Pippin Consulting	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting
Clayton Pippin, Planner Taffy Pippin Consulting	Availabilities of DBEs, Directories, small and DBE contracting opportunities, Goal setting

Public comments have been requested for the FY 2025 goal and the 30-day comment period is underway. Any comments received from the public advertisement, or the other coordination will be evaluated and necessary changes will be made to the goal and included in the contract documents for the project.

E. RACE CONSCIOUS AND RACE NEUTRAL GOALS: Each time the City submits an overall goal for review by the FAA, the Sponsor will also submit a projection of the portion of the goal that is expected to be met through race-neutral means and the basis for that projection. This projection is subject to approval by the FAA, in conjunction with its review of the Sponsor's overall goal. The Sponsor will establish contract goals to meet any portion of an overall goal when the Sponsor does not project being able to meet goals using race-neutral means.

We estimate that, in meeting our overall goal of 6.67%, we will obtain 4.47% of the goal from race-conscious participation and 2.20% via race-neutral participation measures.

This breakout was established by computing the median of the variance of the level of DBE participation vs. DBE goal on the three projects considered in Step 2 (page 9) of the Previous FAA Projects. The Median is 2.20% and is established as the race-neutral goal for FY 2025. The following is the data base upon which the level of variance was computed using the "Like Type FAA Projects" information:

PROJECT DBE GOAL VARIANCE LAKE CITY GATEWAY AIRPORT LIKE TYPE FAA PROJECTS				
YEAR	LOCATION	DBE GOAL	% OF DBE PARTICIPATION	VARIANCE
2020	Palatka	5.80%	8.00%	2.20%*
2019	Panama City	6.60%	9.50%	2.90%
2018	Lake City	4.40%	3.90%	-0.50%
MEDIAN *				

F. CONTRACT GOALS

Contract goals will be used to meet any portion of the overall goal which the Sponsor does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work). The Sponsor will express the contract goals as a percentage of the Federal share of a DOT-assisted contract.

G. THREE YEAR GOAL

The FY 2026 projects are not expected to reach the monetary threshold requiring development of a DBE goal. Therefore, 0.00% shall simply serve as a place holder for FY 2026. Based on the methodologies and calculations and current information for the Lake City Gateway Airport the following is submitted as a three-year goal.

FY 2024		6.21%
FY 2025		6.67%
FY 2026	+	<u>0.00%</u>
		12.88% ÷ 2 = 6.44%

FY2026

The FY 2026 projects did not meet the monetary threshold requiring development of a DBE goal.

References:
Florida UCP List of Certified DBE Firms, August 2023
2022 – U.S. Census Bureau August 2023

**DBE PROGRAM
LAKE CITY GATEWAY AIRPORT
LAKE CITY, FLORIDA
POLICY STATEMENT**

Section 26.1, 26.23 Objectives/Policy Statement

The City of Lake City, owner of Lake City Gateway Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Lake City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Lake City has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the City of Lake City to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Lake City policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DO-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Brenda Karr, Procurement Analyst, for the Lake City Gateway Airport, Florida has been delegated as the DBE Liaison Officer. In that capacity, Brenda Karr is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Lake City in its financial assistance agreements with the Department of Transportation.

The City of Lake City has disseminated this policy statement to the governing board or officials of Recipient and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the City of Lake City DOT-assisted contracts. It will be distributed to DBE and non-DBE communities that perform work for the City of Lake City on DOT-assisted contracts by website postings of the public notice.

Noah Walker
Mayor
City of Lake City

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Lake City is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The City of Lake City will use terms in this program that have their meanings defined in Part 26, § 26.5.

Section 26.7 Non-discrimination Requirements

The City of Lake City will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Lake City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Reporting Requirements

Reporting to DOT

The City of Lake City will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

The City of Lake City will transmit to FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Part 26. The City of Lake City will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA’s designated reporting system.

Bidders List

The City of Lake City will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

The City of Lake City will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

The City of Lake City will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

The City of Lake City will enter this data into the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the City of Lake City will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

City of Lake City will maintain records documenting a firm's compliance with the requirements of this part. These records will be retained in accordance with all applicable record retention requirements of City of Lake City's financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Assurances Recipients and Contractors Must Make

The City of Lake City has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the City of Lake City signs with a DOT operating administration (or a primary recipient) will include the following assurance:

"The City of Lake City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City of Lake City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Lake City DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out

its terms shall be treated as a violation of this agreement. Upon notification to the City of Lake City of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 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 *et seq.*)."

Contract Assurance: The City of Lake City will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible."

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The City of Lake City is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The City of Lake City is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the City of Lake City is in compliance with it and Part 26. The City of Lake City will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Lake City does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the City of Lake City:

Brenda Karr
 Procurement Director
 City of Lake City
 205 N. Marion Avenue
 Lake City, FL 32055
 368-758-5407
karrb@lcfla.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Lake City complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Mayor concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of **two** to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the City of Lake City's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Lake City to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Based on our search and the listings in the Federal Reserve Register of Minority Owned Banks. <https://www.fdic.gov/regulations/resources/minority/mdi.html>. Florida has eight minority owned banks. These banks may be accessed by following the above referenced website. The City of Lake City will investigate annually any new banks established in the area in the future that are owned by minorities and women and use their services, when feasible.

U S CENTURY BANK	DORAL	FL	10/28/2002	57369
BANESCO USA	MIAMI	FL	01/10/2006	57815
INTERAMERICAN BANK A FSB	MIAMI	FL	08/23/1976	31823
INTERNATIONAL FINANCE BANK	MIAMI	FL	11/30/1983	24823
OCEAN BANK	MIAMI	FL	12/09/1982	24156
SUNSTATE BANK	MIAMI	FL	03/15/1999	34643
ANCHOR BANK	PALM BEACH GARDENS	FL	03/22/2005	57931
CENTRAL BANK	TAMPA	FL	02/26/2007	58377

Section 26.29 Prompt Payment Mechanisms

The City of Lake City requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the City of Lake City established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 10 days from the prime contractor's receipt of each payment from the City of Lake City.

The City of Lake City ensures prompt and full payment of retainage from the prime contractor to the subcontractor within thirty days (30) after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, the City of Lake City has selected the following method to comply with this requirement:

- The City of Lake City will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the City of Lake City payment to the prime contractor.

For every airport construction project funded under Federal grant assistance programs, the City of Lake City includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. If state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly. To implement this measure, the City of Lake City includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract.

- a. From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:
 - (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.
 - (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 10 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Prompt Payment Monitoring for DBEs and Non-DBEs

The City of Lake City clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the City of Lake City undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through EXCEL and the following method(s):

- Monitoring of pay requests and payment to subcontractors.

The City of Lake City requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the City of Lake City's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the City of Lake City or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The City of Lake City proactively reviews contract payments to subcontractors including DBEs every draw/pay request. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the City of Lake City by the prime contractor.

Prompt Payment Dispute Resolution

The City of Lake City will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

1) Written certification that City of Lake City has reviewed contracting records and monitored work sites for this purpose. 2) Upon either party's written request to the DBELO for dispute resolution, a meeting will be voluntarily set within ten days of the request. The meeting shall include representatives with City to take enforcement action, to include but not limited to prime contractor, sub-contractor and the City representative(s).

The City of Lake City has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage.

- A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The City of Lake City will include the following clause in each DOT-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the City of Lake City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Lake City. This clause applies to both DBE and non-DBE subcontractors.

Failure to comply with the prompt payment provision of the contract may result in sanctions under the contract, as listed below.

- A. Refusal to issue proposals
- B. Damages
- C. Suspension of work on the project
- D. No additional progressive payments may be processed
- E. Suspension of prequalification.”

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

If affected subcontractor's relationship with contracting prime responsible for direct payment does not exist in order to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint. If filing a prompt payment complaint with the DBELO does not produce a timely resolution, the subcontractor may contact the Mayor, then the FAA. Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The City of Lake City provides appropriate means to enforce the requirements of § 26.29. These means include:

The Sponsor will include the following clause in each DOT-assisted prime contract:
 “The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the

subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBEs and non-DBE subcontractors.” The Sponsor will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will consider action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provision, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. The mechanism will include a written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by requiring DBE utilization updates at each pay request and at final contract closeout. The Airport Engineer along with the DBELO will review all pay requests and DBE utilization forms, ensuring that DBE utilization is in accordance with all contract requirements.
4. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form. The City of Lake City will actively implement the enforcement actions detailed above.

Section 26.31 Directory of Certified Firms

The City of Lake City is a non-certifying member of the Florida Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.

- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
 1. Physical location
 2. NAICS code(s)
 3. Work descriptions
 4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

The City of Lake City has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

The City of Lake City has not established a Business Development Program, or a Mentor-Protégé Program as described by 49 CFR Part 26. The DBELO will reevaluate the need for such a program every three years.

Section 26.37 Monitoring Responsibilities

The City of Lake City implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants and describes and sets forth these mechanisms in this DBE program.

The City of Lake City actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained in EXCEL by the City of Lake City reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by DBELO/the City of Lake City's engineer. This mechanism to maintain a running tally of overall goal attainment will be used to inform the City of Lake City decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

The City of Lake City actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The running tally for contract goal monitoring will be maintained in MS EXCEL by: Contracting records are reviewed by the DBELO/ the City of Lake City's engineer. The

City of Lake City will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

Monitoring Contracts and Work Sites

The City of Lake City reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is performed by the DBELO and engineering firm. Contracting records are reviewed by the DBELO and engineering firm. The monitoring of work sites to assess commercially useful functions will include interviews with staff members and supervisors at the job site, photographic documentation of people and equipment performing the work, reviews of invoices and supply payments, vehicle and equipment ownership or lease verification (such as registration or lease agreements), and any other supporting documents necessary to determine the business is performing a commercially useful function. The City of Lake City will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

Section 26.39 Fostering Small Business Participation

The City of Lake City has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. The City of Lake City implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Lake City does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The City of Lake City will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal

years within the three-year goal period. In accordance with §26.45(f), the City of Lake City will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by the FAA.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the City of Lake City does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the City of Lake City will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The City of Lake City will use

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

and <https://data.census.gov/table> as a method to determine the base figure. The City of Lake City understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The City of Lake City will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the City of Lake City market.

In establishing the overall goal, the City of Lake City will provide consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the City of Lake City to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the City of Lake City is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the City of Lake City engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the City of Lake City will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the City of Lake City’s official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed

goal changes following review by the FAA the revised goal will be posted on the City of Lake City's official internet web site.

The Overall Three-Year DBE Goal submission to the FAA will include any information and comments received, who provided the comment, and how the City of Lake City considered and responded to any comments and information received before finalizing the goal.

The City of Lake City will begin using the overall goal on October 1 of the relevant period, unless other instructions from the FAA have been received.

Project Goals

If permitted or required by the FAA an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

The City of Lake City understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the City of Lake City for calculating goals is inadequate, the FAA may, after consulting with the City of Lake City, adjust the overall goal or require that the goal be adjusted by the City of Lake City. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to meet overall goals

The City of Lake City cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the City of Lake City fails to administer its DBE program in good faith.

The City of Lake City understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The City of Lake City understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are

less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) The City of Lake City will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The City will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The City of Lake City will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as *Responsive*.

The City of Lake City will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract;
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
 - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the City of Lake City. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor the City of Lake City will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the City of Lake City will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which the City of Lake City solicits proposals to design and build a project with minimal project details at time of letting, the City of Lake City

may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the City of Lake City will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The City of Lake City and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The City of Lake City will apply the requirements of this section to DBE bidders/offers for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the City of Lake City will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within 5 business days of being informed by the City of Lake City that it is not *responsive* because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Don Rosenthal
City Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055
386-719-5815
rosenthald@lcfla.com

Demetrius Johnson
Assistant City Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055
386-719-5816
johnsond@lcfla.com

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

The City of Lake City will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the City of Lake City deems appropriate if the prime contractor fails to comply with the requirements of this section.

The City of Lake City will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

The City of Lake City will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless the City of Lake City causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The City of Lake City will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the City of Lake City's written consent as provided in § 26.53(f); and
- (2) Unless the City of Lake City's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Lake City may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness;

- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
- (6) The City of Lake City has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to the City of Lake City written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (10) Other documented good cause that the City of Lake City determines compels the termination of the DBE subcontractor;

Before transmitting to the City of Lake City the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Lake City sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the City of Lake City and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why the City of Lake City should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the City of Lake City may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the City of Lake City requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. The City of Lake City shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects only, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Lake City is a non-certifying member of the Florida Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. Florida UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Florida UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Florida Department of Transportation
Jared W. Perdue, P.E.
Secretary
605 Suwannee Street, MS 57
Tallahassee, Florida 32399-0450
Telephone: 850-414-4100
Toll-Free: 866-374-FDOT (3368)
jperdue@dot.state.fl.us
Website: [Home \(fdot.gov\)](http://www.fdot.gov)

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

SUBPART E – CERTIFICATION PROCEDURES

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full Florida 's UCP agreement. The full UCP agreement can be found at: Attachment 9.

Section 26.81 Unified Certification Programs

The City is a member of the Florida Unified Certification Program (FLUCP), which is managed by the state, and the City is a non-certifying participant. The City will use and count for DBE credit only those DBE firms certified by FLUCP. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

Section 26.91 Actions Following DOT Certification Appeal Decisions

If the City of Lake City is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to City of Lake City

The City of Lake City understands that if it fails to comply with any requirement of this part, the City of Lake City may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

The City of Lake City understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103 Enforcement Actions Applicable to FAA Programs

- (1) Compliance reviews. The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

Section 26.105 Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or

deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under [49 CFR part 31](#).

The Department may refer to the Department of Justice, for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The City of Lake City, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The City of Lake City understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

Attachment 1	Regulations: 49 CFR Part 26 website link
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Directory or link to DBE Directory
Attachment 5	Overall Goal Calculations
Attachment 6	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1-3
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	DBE Certification Application Form
Attachment 9	State's UCP Agreement
Attachment 10	Small Business Element Program

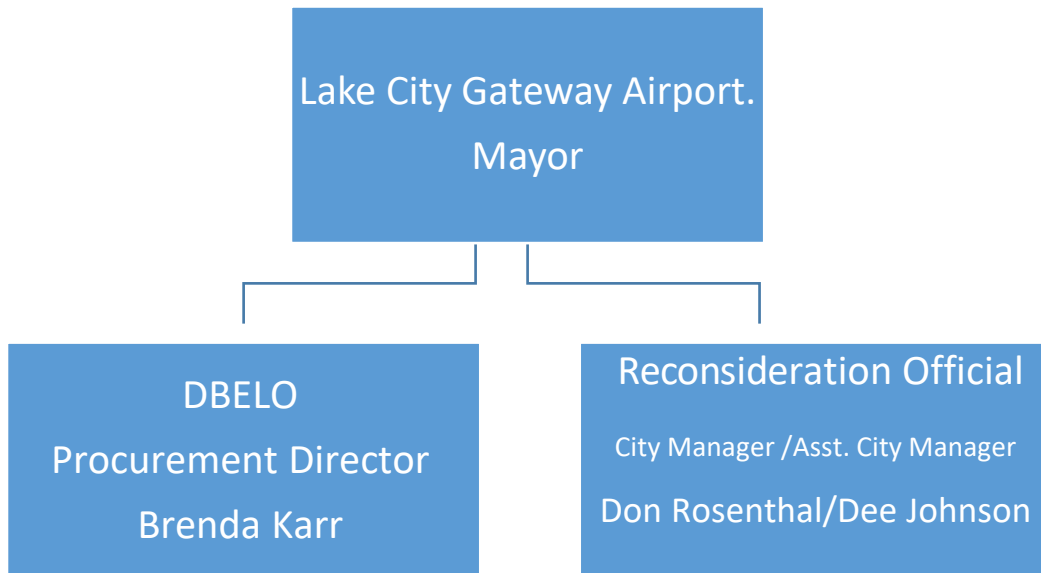
ATTACHMENT 1

Regulations: 49 CFR Part 26 link to website:

[CFR :: 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs](#)

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3

Bidders List Collection Form

[Note: § 26.11(c) requires Recipients to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).

If you use an electronic system to collect this information, you may include a screenshot or other example showing how the system collects all the required data.

If you need to see an example of a bidders list data collection form, you can find one in the AC/DBE Doc Vault at <https://faa.civilrightsconnect.com>. For quick reference, the following are the required items to collect for bidders list reporting:

- **Firm name**
- **Firm Address including ZIP code**
- **Firm's status as a DBE or non-DBE**
- **Race and gender information for the firm's majority owner**
 - **Use only the race/ethnicity classifications from 49 CFR part 26:**
 - **Black American**
 - **Hispanic American**
 - **Native American**
 - **Asian Pacific American**
 - **Subcontinent Asian American**
 - **Other**
- **NAICS code applicable to each scope of work the firm sought to perform in its bid**
- **Age of the firm**
- **Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.]**

Firm Name	Street Address	Street Address (Line 2)	City	State	ZIP Code	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race of Majority Owner	Gender of Majority Owner	Age of Firm	Annual Gross Receipts

ATTACHMENT 4

The Florida DBE web link to DBE directory is

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

ATTACHMENT 5

Section 26.45: Overall DBE Three-Year Goal Methodology

Previously Submitted

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

Forms 1 and 2 should be provided as part of the solicitation documents.

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	NAICS	Dollar Amount / %*	Manufacturer/Regular Dealer/Distributor/Broker**

*Percentage is to be used only in negotiated procurements

**For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is

\$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative

Date: _____

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

Signature of DBE's Authorized Representative

Date: _____

If the bidder/offeror does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

EXHIBIT "B"
Not for Execution

OMB Approval Pending 04/17/2024

U.S. Department of
Transportation**DBE Regular Dealer/Distributor
Affirmation Form**

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

* If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)?

☐ YES² ☐ NO³

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?

☐ YES² ☐ NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

City of Lake City – Lake City Gateway Airport

1. All participants are hereby notified that pursuant to Title 49 Code of Federal Regulations, United States Department of Transportation, Part 26 and the Disadvantaged Business Enterprise Participation Program for the City of Lake City, they must affirmatively ensure that, in any contract entered into with the City, DBEs will be afforded equal opportunity to participate in subcontracting activities. It is the policy of the City to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is further the policy of the City to ensure nondiscrimination in the award and administration of USDOT-assisted contracts.
2. All contracts between the City, and a Contractor shall contain an appropriate provision to the effect that failure by the Contractor to comply with the City's DBE Program shall constitute a breach of contract, exposing the Contractor to a potential termination of the contract or other appropriate remedy, including withholding of funds, until such time as the contractor complies with all the DBE requirements of this program. Under authority granted by Florida law, the City may impose liquidated damages, contract suspension, or even contract termination.
3. All documentation submitted at time of bid, as well as additional data provided by the successful bidder, is considered part of the contract documents. Any alterations, substitutions, deletions, etc., to data provided at time of submission of bid must have prior approval of the City's DBE Liaison Officer.
4. Should a DBE firm not certified by the Florida Department of Transportation be proposed by a potential contractor as a part of his/her DBE plan efforts, the inclusion of said firm will not be considered a demonstration of making good faith efforts towards meeting the DBE goal.
5. In contracts with DBE contract goals, bids submitted which do not meet the DBE contract goals, and which do not show that a meaningful good faith effort was made to achieve the stated goals, will be considered non-responsive bids, and bidders will be notified of the deficiency and given opportunity to appeal to the Administrative Reconsideration Official (49 CFR 26.53). The bidder will not be eligible for award of the contract until the appeal procedures are complete. The Administrative Reconsideration Official will make the determination on the sufficiency of the good faith efforts.
6. The City reserves the right to reject any or all bids, or to re-advertise for bids. Award, if made, will be to the lowest responsive and qualified bidder. A bid will not be considered responsive unless the bidder complies with Title 49 Code of the Federal Regulations, Part 26, and the Disadvantaged Business Enterprise Program of the City.
7. The City shall require contractors to make good faith efforts to replace a DBE subcontractor that is terminated or fails to complete its work on the contract for any reason, with another DBE subcontractor. If a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the Contractor must notify the Airport immediately. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the established contract goal.
8. The City shall approve all substitutions prior to contract award and during contract performance in order to ensure that the substitute firms are eligible DBEs. Additional information on the City's Disadvantaged Business Enterprise Program can be obtained from the DBE Liaison Officer:

Brenda Karr
Procurement Director
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055
368-758-5407
karrb@lcfla.com

9. The City has implemented a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by DBE's. These will be tracked in an MS EXCEL document, tracking DBE and small businesses separately. This mechanism will provide for a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. These mechanisms will include, but not be limited to, the following:

- a. Reviewing bid package documentation thoroughly, obtaining clarification, if necessary.
- b. Reviewing monthly reports regarding employment as well as DBE participation to ensure adherence to plan as represented in bid documents and as stipulated in this program.
- c. Monitoring progress of payments to DBEs through monthly reports from prime contractors.
- d. Monitoring progress of DBEs work through on-site visits and communication with DBEs. The City has implemented a monitoring and enforcement mechanism that will include written certification that the City has reviewed contracting records and monitored work sites for this purpose. This monitoring will be conducted during routine project site visits on a monthly basis. The DBELO will sign off on the written certifications.

10. The City will bring to the attention of the US Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

11. The City also will consider similar action under its own legal authorities, including responsibility determinations in future contracts. In addition, the City will apply legal and contract remedies under state and local law. This includes, for example, applying liquidated damages, withholding payments, etc.

12. In its reports of DBE participation to the USDOT, the City will show both commitments and attainments, as required by the USDOT reporting form.

Attachment 1 contains a link to 49 CFR Part 26, which describes federal regulations, provisions, and contract remedies available to the City in the event of non-compliance by a participant.

DBE Commercially Useful Function Report



20200925 FINAL
 -Sample CUF Form- C

ATTACHMENT 8

DBE Certification Application Form

Web link:

<https://www.transportation.gov/sites/dot.gov/files/2021-02/uniform-certification-application%202.8.2021.pdf>

ATTACHMENT 9

State's UCP Agreement

STATE OF FLORIDA
UNIFIED CERTIFICATION PROGRAM (UCP) AGREEMENT
SIGNATURE AND DECLARATION OF STATUS

*In witness whereof, the UCP Members execute this Agreement, prepared on _____ by
authorized signatures and attached resolutions if appropriate.*

ED BUNNELL

Signatory Entity (Printed)

AIRPORT DIRECTOR

Name and Title (Printed)

[Signature]
Signature

Attest:

Billie Jo Bible, Director of HR

Name and Title

[Signature]

Signature

This 8 day of February, 2024



Approved as to form:

Attorney for Signatory

Certifying Member Status ☐ Non-Certifying Member Status ☐

EXHIBIT "B"
Not for Execution

ATTACHMENT 10

Small Business Element

The City of Lake City will implement a race-neutral small business element as part of their DBE programs, in compliance with §26.39. The City of Lake City is including this element to facilitate competition by and expand opportunities for small businesses. The City of Lake City is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The following strategies may be used, but are not limited to the following:

1. Objective/Strategies

- (1) In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- (2) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- (3) To meet the portion of the overall goal projected to be met through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

2. Definitions

1. Small Business:

Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a five-year period. All businesses meeting the criteria in this element will be considered to be small businesses, without regard to race or gender.

2. Disadvantaged Business Enterprise:

A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is \$2.047 million.
- Whose average annual gross receipts, as defined by SBA regulations over the firm's previous five fiscal years, is less than \$23.98 million.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the Florida Department of Transportation (FDOT) in accordance with 49 CFR 26.

For the purposes of the small business element of the Sponsor's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

3.Verification Procedures – For purposes of this small business element, The City of Lake City and the City will require the following verification and/or certification:

1. Florida Unified Certification Program (FLUCP) DBE Certification – DBE Certification by a certifying member of the FLUCP which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by certification listing within the Florida UCP DBE Directory. It should be noted that the City of Lake City is not a certifying member of the FLUCP and does not have its own certification staff.

2. A non-DBE certified potential small business concern may have to complete a simplified application and/or provide the following information at time of response to a solicitation or a bid submittal, as evidence of the small business status:

- a. Evidence of SBA 8(a) or SBD Certification (as described in 13 CFR Parts 121 and 124)
- b. A copy of the business tax returns for the most recent five-year period indicating the gross receipts; and/or
- c. A notarized statement from a Certified Public Accountant indicating the firms average gross receipts for the past five years.

3. Use of Personal Net Worth: The City of Lake City, in addition to the standards for small business concerns described above, plans to utilize the current Personal Net Worth standards of the DBE program (26.67), presently at \$2.047 million dollars.

4.Monitoring/Record Keeping

As part of the reporting process, prime contractors will maintain records and documents of payments to small businesses for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any small business subcontractor. The Small business monitoring will include tracking by engineer/airport through EXCEL of at least 10% of payments to subcontractors from prime contractors in order to track payments as they relate to work committed to small businesses. Records will be reviewed by the project to track outreach efforts and actual small business participation. DBEs and Small Business participation will be tracked separately.

5.Assurance

- This program is authorized under state law;
- Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
- No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
- Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
- The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

File Attachments for Item:

16. City Council Resolution No. 2025-041 - A resolution of the City of Lake City, Florida approving that certain update to job position and description for reserve police officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's position descriptions manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
4-21-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Amend Reserve Officer Classification to Compensated

DEPT / OFFICE: Lake City Police Department

Originator:

Chief Gerald Butler

City Manager

Don Rosenthal

Department Director

Chief Gerald Butler 

Date

3-6-25

Recommended Action: Change Reserve Police Officer job classification from uncompensated to compensated.

Summary Explanation & Background:

Currently, the three existing Reserve Police Officer positions in the City budget are uncompensated. It has been very difficult to fill these positions. In changing these positions to compensated at grade 10 (Police Officer Pay Grade) of the FOP contract, it will be easier to recruit individuals for these positions. Currently, LCPD only will consider individuals who have prior law enforcement experience and are Florida certified police officers, preferably officers who have worked at LCPD and are leaving for another career field. These individuals are already trained by LCPD and have been issued equipment. When reserve officers are working, this is a cost savings for the Department. If a regular officer works a City assignment, they are compensated at 1.5 times their hourly rate. Reserve officers are compensated at straight time their hourly rate. The reserve officers also are used for parades, other events, and states of emergency situations to augment the full-time officers.

Alternatives:

Keep current non-compensated status for reserve officers

Source of Funds:

Existing Police budget

Financial Impact:

Cost savings in Department's Overtime account.

Exhibits Attached:

Revised Police Reserve Officer Job Classification document.

City of Lake City, FL

Classification Description

Classification Title: POLICE RESERVE
Department: POLICE

Pay Grade: 10
FLSA Status: Non-Exempt

General Description

This reserve Police officer position is general duty police work in the protection of life and property through the enforcement of laws and ordinances. Work is performed under the supervision of a superior officer. This classification involves working 12 hours a month (minimum) along with mandatory training and maintaining required certifications.

Nature of Work

Essential Functions:

- Effects an arrest, forcibly if necessary, using handcuffs and other restraints; subdues resisting suspects, using maneuvers and weapons and resort to the use of hands and feet, and other approved weapons in self-defense.
- Prepares investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations.
- Exercises independent judgment in determining when there is reasonable suspicion to detain, when probable cause exists to search and arrest and when force may be used and to what degree.
- Operates a law enforcement vehicle during both the day and night; in emergency situations involving speeds in excess of posted limits, in congested traffic and in unsafe road conditions caused by factors such as fog, smoke, and rain.
- Communicates effectively and coherently over law enforcement radio channels while initiating and responding to radio communication.
- Gathers information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects and confidential informers.
- Pursues fleeing suspects and perform operations which may involve quickly entering and exiting law enforcement patrol vehicles; lifting, carrying and dragging heavy objects; climbing over and pulling up oneself over obstacles; jumping down from elevated surfaces; climbing through openings; jumping over obstacles, ditches and streams; crawling in confined areas; balancing on uneven or narrow surfaces and using body force to gain entrance through barriers.
- Loads, unloads, aims and fires from a variety of body positions: handguns, shotguns and other agency firearms under conditions of stress that justify the use of deadly force and at levels of proficiency prescribed in certification standards.

- Conducts visual and audio surveillance for extended periods of time.
- Demonstrates communication skills in court and other formal settings.
- Performs searches of people, vehicles, buildings and large outdoor areas which may involve feeling and detecting objects, walks for long periods of time, detains people and stops suspicious vehicles and persons.
- Engages in law enforcement patrol functions that include things as working rotating shifts, walks on foot patrol and physically checks the doors and windows of buildings to ensure they are secure.
- Effectively communicates with people, including juveniles, by giving information and directions, mediating disputes and advising of rights and processes.
- Detects and collects evidence and substances that provide the basis of criminal offenses and infractions and that indicate the presence of dangerous conditions.
- Endures verbal and mental abuse when confronted with the hostile views and opinions of suspects and other people encountered in an antagonistic environment.
- Performs rescue functions at accidents, emergencies and disasters to include directing traffic for long periods of time, administers emergency medical aid, lifts, drags and carries people away from dangerous situations and securing and evacuating people from particular areas.
- Processes and transports prisoners using handcuffs and other appropriate restraints.
- Puts on and operates a gas mask in situations where chemical munitions are being deployed.
- Extinguishes small fires by using a fire extinguisher and other appropriate means.
- Reads and comprehends legal and non-legal documents, including the preparation and processing of such documents as citations, affidavits, and warrants.
- Processes arrest suspects to include taking their photographs and obtaining a legible set of inked fingerprint impressions.
- Patrols areas of the City by: car, on foot, motorcycle, or bicycle.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the

organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to analyze situations quickly and objectively and to determine proper course of action to be taken;
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others;
- Ability to learn the geography of the City and its physical and social characteristics;
- Ability to understand and carry out oral and written instructions;
- Ability to read, write and speak effectively;
- Ability to meet physical requirements and standards; and
- Ability to communicate effectively.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and have completed the Minimum Standards courses set forth by the Florida Police Standards Council. Must have a Florida Law Enforcement Certification. Must possess a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Light (up to 15 pounds) to heavy (45 pounds and over) lifting and carrying
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life threatening situations
- Ability to communicate both orally and in writing
- Reaching, pushing, pulling, smelling
- Climbing, walking, standing, crawling, kneeling, bending, stooping, jumping, running
- Driving
- Depth perception
- Distinguish colors
- Acceptable eyesight (with or without correction)
- Acceptable hearing (without hearing aid)

Environmental Conditions:

- Works inside an office
- Works outside in various weather conditions with: noise, fumes, gases, smoke or flames, odors
- Slipper surfaces, uneven surfaces, heights, poor lighting
- In or with moving objects or vehicles
- In hazardous and stressful conditions

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

Signature

Date

Print Name

RESOLUTION NO 2025 - 041

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN UPDATE TO JOB POSITION AND DESCRIPTION FOR RESERVE POLICE OFFICER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID POSITION AND DESCRIPTION; DIRECTING THE CITY MANAGER TO UPDATE THE CITY'S POSITION DESCRIPTIONS MANUAL WITH SAID REVISED POSITION AND DESCRIPTION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") presently has an approved Position Description Manual (the "Manual") describing all authorized job positions for the City; and

WHEREAS, the City has need of an update to the description for the position entitled "Reserve Police Officer" (the "Revised Position"); and

WHEREAS, the City desires to update the Revised Position and include the Revised Position in the Manual; and

WHEREAS, approving the Revised Position and including the description for the Revised Position in the Manual 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 Revised Position and including the Revised Position in the Manual is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Revised Position 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 City Manager is directed to take such actions as are necessary to include the Revised Position in the Manual; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this

resolution are hereby repealed to the extent of such conflict; and

5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

City of Lake City, FL Classification Description

Classification Title: POLICE RESERVE
Department: POLICE

Pay Grade: 10
FLSA Status: Non-Exempt

General Description

This reserve Police officer position is general duty police work in the protection of life and property through the enforcement of laws and ordinances. Work is performed under the supervision of a superior officer. This classification involves working 12 hours a month (minimum) along with mandatory training and maintaining required certifications.

Nature of Work

Essential Functions:

- Effects an arrest, forcibly if necessary, using handcuffs and other restraints; subdues resisting suspects, using maneuvers and weapons and resort to the use of hands and feet, and other approved weapons in self-defense.
- Prepares investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations.
- Exercises independent judgment in determining when there is reasonable suspicion to detain, when probable cause exists to search and arrest and when force may be used and to what degree.
- Operates a law enforcement vehicle during both the day and night; in emergency situations involving speeds in excess of posted limits, in congested traffic and in unsafe road conditions caused by factors such as fog, smoke, and rain.
- Communicates effectively and coherently over law enforcement radio channels while initiating and responding to radio communication.
- Gathers information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects and confidential informers.
- Pursues fleeing suspects and perform operations which may involve quickly entering and exiting law enforcement patrol vehicles; lifting, carrying and dragging heavy objects; climbing over and pulling up oneself over obstacles; jumping down from elevated surfaces; climbing through openings; jumping over obstacles, ditches and streams; crawling in confined areas; balancing on uneven or narrow surfaces and using body force to gain entrance through barriers.
- Loads, unloads, aims and fires from a variety of body positions: handguns, shotguns and other agency firearms under conditions of stress that justify the use of deadly force and at levels of proficiency prescribed in certification standards.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

- Conducts visual and audio surveillance for extended periods of time.
- Demonstrates communication skills in court and other formal settings.
- Performs searches of people, vehicles, buildings and large outdoor areas which may involve feeling and detecting objects, walks for long periods of time, detains people and stops suspicious vehicles and persons.
- Engages in law enforcement patrol functions that include things as working rotating shifts, walks on foot patrol and physically checks the doors and windows of buildings to ensure they are secure.
- Effectively communicates with people, including juveniles, by giving information and directions, mediating disputes and advising of rights and processes.
- Detects and collects evidence and substances that provide the basis of criminal offenses and infractions and that indicate the presence of dangerous conditions.
- Endures verbal and mental abuse when confronted with the hostile views and opinions of suspects and other people encountered in an antagonistic environment.
- Performs rescue functions at accidents, emergencies and disasters to include directing traffic for long periods of time, administers emergency medical aid, lifts, drags and carries people away from dangerous situations and securing and evacuating people from particular areas.
- Processes and transports prisoners using handcuffs and other appropriate restraints.
- Puts on and operates a gas mask in situations where chemical munitions are being deployed.
- Extinguishes small fires by using a fire extinguisher and other appropriate means.
- Reads and comprehends legal and non-legal documents, including the preparation and processing of such documents as citations, affidavits, and warrants.
- Processes arrest suspects to include taking their photographs and obtaining a legible set of inked fingerprint impressions.
- Patrols areas of the City by: car, on foot, motorcycle, or bicycle.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for data entry.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to analyze situations quickly and objectively and to determine proper course of action to be taken;
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others;
- Ability to learn the geography of the City and its physical and social characteristics;
- Ability to understand and carry out oral and written instructions;
- Ability to read, write and speak effectively;
- Ability to meet physical requirements and standards; and
- Ability to communicate effectively.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and have completed the Minimum Standards courses set forth by the Florida Police Standards Council. Must have a Florida Law Enforcement Certification. Must possess a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Light (up to 15 pounds) to heavy (45 pounds and over) lifting and carrying
- Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life threatening situations
- Ability to communicate both orally and in writing
- Reaching, pushing, pulling, smelling
- Climbing, walking, standing, crawling, kneeling, bending, stooping, jumping, running
- Driving
- Depth perception
- Distinguish colors
- Acceptable eyesight (with or without correction)
- Acceptable hearing (without hearing aid)

Environmental Conditions:

- Works inside an office
- Works outside in various weather conditions with: noise, fumes, gases, smoke or flames, odors
- Slipper surfaces, uneven surfaces, heights, poor lighting
- In or with moving objects or vehicles
- In hazardous and stressful conditions

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

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

EXHIBIT-NOT FOR EXECUTION

Signature

Date

EXHIBIT-NOT FOR EXECUTION

Print Name

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

17. City Council Resolution No. 2025-044 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding between the City and United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security, to implement the Task Force Model contemplated by Section 287(G) of the Immigration and Nationality Act by which Lake City Police Department Personnel may perform certain functions of an Immigration Officer; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
4-21-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: **New Memorandum of Agreement (MOU) between Lake City Police Department and United States Immigration and Customs Enforcement (ICE)**

DEPT / OFFICE: **Police Department**

Originator:

Chief of Police Gerald Butler

City Manager

Don Rosenthal, City Manager

Department Director

Gerald Butler *plod*

Date

Revised
3-24-25

Recommended Action: Approve the Lake City Police Department (LCPD) entering into an agreement, 287(g) Task Force Model, by which LCPD personnel may perform certain functions of an immigration officer, under the direction and supervision of ICE. 287(g) is a section of the Immigration and Nationality Act as amended by the Homeland Security Act of 2002.

Summary Explanation & Background: ICE, a component of the Department of Homeland Security, requests to give authority to perform certain immigration enforcement functions to nominated and trained employees of Lake City Police Department.

Alternatives:

N/A

Source of Funds:

N/A

Financial Impact:

None (training to be provided virtually by ICE)

Exhibits Attached:

REVISED Memorandum of Agreement-287(g) Task Force Model

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Lake City Police Department, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Lake City Police Department (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Lake City Police Department in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at _____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: Lake City Police Department

For ICE:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA:

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the Lake City Police Department, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

RESOLUTION NO 2025-044

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), A COMPONENT OF THE DEPARTMENT OF HOMELAND SECURITY, TO IMPLEMENT THE TASK FORCE MODEL CONTEMPLATED BY SECTION 287(G) OF THE IMMIGRATION AND NATIONALITY ACT BY WHICH LAKE CITY POLICE DEPARTMENT PERSONNEL MAY PERFORM CERTAIN FUNCTIONS OF AN IMMIGRATION OFFICER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (the “City”) seeks to enhance public safety and community well-being through cooperative efforts with federal agencies; and

WHEREAS, the United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security, has established the Task Force Model contemplated by Section 287(g) of the Immigration and Nationality Act which allows local law enforcement personnel to perform certain functions of an immigration officer under the supervision and authority of ICE (the “Program”); and

WHEREAS, Chapter 908, Florida Statutes prohibits the City from impeding or prohibiting the Lake City Police Department (the “Police Department”) from communicating or cooperating with ICE so as to limit the Police Department in, or prohibit the Police Department from participating in any program or agreement authorized under Section 287 of the Immigration and Nationality Act; and

WHEREAS, the City desires to enter into an agreement with ICE whereby the Police Department will participate in the Program; and

WHEREAS, ICE will allow the Police Department to participate in the Program provided the City agrees to the terms of the Memorandum of Understanding attached as an Exhibit hereto (the “Agreement”); and

WHEREAS, participating in the Program by adopting the terms of 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. Approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Lake City Police Department, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Lake City Police Department (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Lake City Police Department in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

Revised 02/12/2025

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

Revised 02/12/2025

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

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on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

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defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at Orlando FL. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

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used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

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misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

For ICE:

Date: _____

Date: _____

Signature: EXHIBIT-NOT FOR EXECUTION

Signature: EXHIBIT-NOT FOR EXECUTION

Title: _____

Title: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA:

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the ^{Lake City Police Department} _____, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

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ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

18. City Council Resolution No. 2025-050 - A resolution of the City Council of the City of Lake City, Florida, appointing Stephanie Marchman, Esq. of GrayRobinson, P.A. as a Special Magistrate to provide Due Process Hearings for the City; establishing appointment terms, conditions, and scope of work; establishing rates; providing for severability; repealing all resolutions in conflict; and providing an effective date.

RESOLUTION NO. 2025-050

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING STEPHANIE MARCHMAN, ESQ. OF GRAYROBINSON, P.A. AS A SPECIAL MAGISTRATE TO PROVIDE DUE PROCESS HEARINGS FOR THE CITY; ESTABLISHING APPOINTMENT TERMS, CONDITIONS, AND SCOPE OF WORK; ESTABLISHING RATES; PROVIDING FOR SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") provides code enforcement services to the citizens of the City pursuant to Chapter 162, Florida Statutes, and Article X of Chapter 2, Code of the City of Lake City, Florida (the "Code Enforcement Ordinance"); and

WHEREAS, the City enforces other certain provisions of its Code of Ordinances which necessitate providing due process to those implicated in violating such code provisions by virtue of a hearing before a special magistrate; and

WHEREAS, by approval of Resolution 2020-022, the City selected and contracted with Stephanie Marchman, Esq. to provide Special Magistrate services to the City since March 2, 2020; and

WHEREAS, Stephanie Marchman, Esq. has served as Special Magistrate pursuant to an agreement, as amended, between the City and Stephanie Marchman, Esq. dated March 2, 2020, which agreement, as amended, expired on March 31, 2025; and

WHEREAS, the City Council finds that Stephanie Marchman, Esq. continues to satisfy the requirements for Codes Enforcement Special Magistrate as set forth in in accordance with Code Enforcement Ordinance of the City and is capable of effectively implementing the powers and duties as set forth in Code Enforcement Ordinance of the City; and

WHEREAS, the City Council further finds that Stephanie Marchman, Esq. also satisfies the requirements for a Special Magistrate to provide due process hearings as required by law to

those implicated in violating other such provisions of the Code of Ordinances from time to time; now, therefore

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

1. The City Council appointment of Stephanie Marchman, Esq. as the Code Enforcement Special Magistrate for the City of Lake City according to the terms and conditions stated in the Contract for Services dated March 2, 2020, as amended, is hereby extended through March 31, 2028.
2. The City Council does ratify and approve the terms of the Contract Extension attached as an Exhibit hereto, the term of said extension beginning on April 1, 2025 and ending on March 31, 2028, and said extension being terminable by either party, with or without cause, upon a thirty-day written notice to the other.
3. The Mayor of the City of Lake City, Florida is the officer of the City of Lake City, Florida duly designated by the Code of Ordinances of the City of Lake City, Florida to enforce such rules and regulations as are adopted by the City Council of the City of Lake City, Florida
4. The City Council hereby authorizes and directs the Mayor of the City of Lake City to execute the necessary documents to effectuate the purpose and intent of this resolution, including the Amendment and Extension of Contract for Special Magistrate, (the "Extension") attached as an Exhibit hereto.
5. The Mayor of the City of Lake City, Florida is authorized and directed to execute on behalf of and bind the City of Lake City, Florida the Contract Extension in the form of the Exhibit attached hereto.
6. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.
7. This Resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City, Florida.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the

City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

AMENDMENT AND EXTENSION OF CONTRACT FOR SPECIAL MAGISTRATE

This **AMENDMENT AND EXTENSION OF CONTRACT** ("AMENDMENT") is made and entered into between the **CITY OF LAKE CITY, FLORIDA** ("CITY"), and **STEPHANIE MARCHMAN** ("MAGISTRATE") effective on the date set forth herein, and the parties do state as follows:

RECITALS

WHEREAS, CITY on March 2, 2020 did appoint MAGISTRATE to serve as a special magistrate to hold quasi-judicial hearings and issue orders in matters involving certain violations of the codes of the City of Lake City, Florida (the "City Codes") in accordance with Chapter 2, Article X of the Code of Ordinances of the City of Lake City (the "Code Enforcement Ordinance") and Chapter 162, Florida Statutes; and

WHEREAS, the CITY and MAGISTRATE did enter into an agreement dated March 2, 2020 entitled "Special Magistrate Services Contract Related to Code Enforcement of the City of Lake City, Florida Between the City of Lake City, Florida and Stephanie Marchman, Esq." (the "Initial Contract"); and

WHEREAS, the term of the Initial Contract terminated on March 1, 2025; and

WHEREAS, the CITY and MAGISTRATE did extend the Initial Contract until March 31, 2025 to allow for the CITY and MAGISTRATE to negotiate an amendment to the Initial Contract; and

WHEREAS, the CITY and MAGISTRATE desire to clarify and expand the scope of the Initial Contract such that MAGISTRATE will perform hearings pursuant to Section 316.1896, Florida Statutes; Chapter 162, Florida Statutes; the City of Lake City Code of Ordinances; and the City of Lake City Land Development Regulations; and

WHEREAS, the CITY and MAGISTRATE desire to amend the rates charged by MAGISTRATE to the CITY for MAGISTRATE to perform the services set forth herein; and

WHEREAS, the CITY and MAGISTRATE desire to amend the Initial Contract to allow for additional personnel affiliated with MAGISTRATE and employed by the law firm of GrayRobinson to assist MAGISTRATE in the delivery of services set forth herein and to establish rates as compensation for such services; and

WHEREAS, MAGISTRATE is willing and capable of continuing to perform such special magistrate services as such services are set forth in the Initial Contract and herein; and

WHEREAS; the parties to the Initial Contract do desire to readopt and extend the Contract until March 2, 2030; now, therefore

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy, mutual receipt, and exchange of which is acknowledged by the parties hereto, the CITY and MAGISTRATE do agree as follows:

1. The foregoing recitals are adopted as material terms of this AMENDMENT as if fully set forth herein.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

2. Paragraph 2.1 of the Initial Contract is amended to read as follows:

2.1 The Special Magistrate shall conduct hearings relating to the enforcement and violation of the following provisions of city code in force in the City of Lake City, Florida, if applicable:

- a. business tax receipt,
- b. school zone traffic camera enforcement,
- c. camping on public rights-of-way and in other prohibited public spaces,
- d. parking enforcement,
- e. fire, building, zoning, sign and other related codes.

It is not the function of the Special Magistrate to initiate enforcement proceedings or to inspect for code violations.

3. Paragraph 2.5 of the Initial Contract is amended to read as follows:

2.5 The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the Special Magistrate's activities and assist in the proper performance of services under this Agreement. Notwithstanding, the City acknowledges the Special Magistrate may from time to time utilize the administrative resources of the Law Firm. Particularly, the Special Magistrate is permitted to use the time and resources of Law Firm associate attorneys and paralegals at rates agreed to by the City and the Magistrate. Otherwise, the Law Firm and Special Magistrate agree the City, will not occur any additional fees or costs associated with the Special Magistrate's use of administrative resources of the Law Firm, unless otherwise authorized by the City in writing.

4. Paragraph 5.1 of the Initial Contract is amended to read as follows:

5.1 The City shall compensate the Law Firm for the services of the following personnel at the following corresponding hourly rates for time expended toward the Scope of Services, inclusive of all costs associated with providing the Services:

Special Magistrate	\$425
Law Firm Associates	\$225
Law Firm Paralegals	\$125

The Special Magistrate may charge the City for up to one hour of time for the Special Magistrate for each round-trip of travel per day the Special Magistrate shall make to the City of Lake City to provide the Services. Additionally, the Special Magistrate shall be entitled to charge the City a minimum of one-hour of time per day for Special Magistrate for each day Special Magistrate is on-site in the City of Lake City for the purpose of providing Services, notwithstanding the actual total time Services were provided may be less than one hour.

5. The term of the Contract shall be amended such that said Contract shall terminate on March 31, 2028.
6. All other terms of the Contract shall continue in full force and effect.
7. The effective date of this extension shall be April 1, 2025.

MAGISTRATE:

By: EXHIBIT-NOT FOR EXECUTION
Stephanie Marchman, Esq.

CITY OF LAKE CITY, FLORIDA

By: EXHIBIT-NOT FOR EXECUTION
Noah E. Walker, Mayor

ATTEST:

By: EXHIBIT-NOT FOR EXECUTION
Audrey Sikes, City Clerk

Approved as to form and legality:

By: _____
Clay Martin
City Attorney

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

19. City Council Resolution No. 2025-055 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and the Florida Department of Transportation for the administration of State Grant Funds to aid the Lake City Gateway Airport in pipe and asphalt repairs along Taxiway "A"; making certain finding of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Acceptance of Grant Agreement for Taxiway "A" Pipe and Asphalt Repair
DEPT / OFFICE: Airport

Originator: Ed Bunnell		
City Manager Don Rosenthal	Department Director Ed Bunnell	Date 2/19/2025
Recommended Action: Accept a PTGA grant from the Florida Department of Transportation to repair five cave-ins in the pipe along Taxiway A.		
<p>The Lake City Gateway Airport currently has five underground pipes along Taxiway "A" that have failing joints. This is allowing water to infiltrate and erode the ground under the taxiway. This is causing the asphalt to cave in. Thus, planes are bouncing through the dip.</p> <p>The Airport would like to accept the (PTGA) Public Transportation Grant Agreement for \$300,000.00 to repair the Taxiway.</p>		
Alternatives: None		
Source of Funds: Florida Department of Transportation PTGA Grant		
Financial Impact: None		
Exhibits Attached: Public Transportation Grant Agreement; Taxiway A Picture		

RESOLUTION NO 2025 - 055

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE ADMINISTRATION OF STATE GRANT FUNDS TO AID THE LAKE CITY GATEWAY AIRPORT IN PIPE AND ASPHALT REPAIRS ALONG TAXIWAY "A"; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") desires to enter into a Public Transportation Grant Agreement (the "Agreement"), with the State of Florida Department of Transportation (the "Agency"), for pipe and asphalt repairs along Taxiway "A" at the Lake City Gateway Airport (the "Project"); and

WHEREAS, the Agency has awarded the City certain grant funds in the amount of three hundred thousand dollars and zero cents (\$300,000.00) (the "Grant Funds") in support of the Project; and

WHEREAS, the Agency and the City desire to enter into that certain Agreement for completion of the Project and to govern administration of the Grant Funds by adopting the terms of the Agreement in the form of the Exhibit attached hereto; and

WHEREAS, completing the Project by 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. Accepting the Grant Funds by entering into 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 is imbued by the City's Code of Ordinances with the power to sign contracts on

behalf of the City and bind the City to the terms of the Agreement; and

4. The Mayor is directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final 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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 443830-4-94-01	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency UEI Number:	DDR	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000352002
Contract Number:			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

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

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices

EXHIBIT TO RESOLUTION

NOT FOR EXECUTION

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- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

9. Project Cost:

- a. The estimated total cost of the Project is \$300,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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— Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

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

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

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

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

Federal Funded:

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

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

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

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

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

State Funded:

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

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

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

And

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

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

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applicable.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
- iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- b. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

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16. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Lake CityBy: EXHIBIT-NOT FOR EXECUTION

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: EXHIBIT-NOT FOR EXECUTIONName: James M. Knight, P.E.Title: Urban Planning and Modal AdministratorSTATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): LAKE CITY APT TAXIWAY A PIPE REPAIRS

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to design, permitting, bidding and construction of airfield grading, pond modifications, construction inspection, mobilization and demobilization, maintenance of traffic, drainage, stormwater structure/pipe improvements & repairs underneath TW A, and asphalt pavement repairs including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): LAKE CITY APT TAXIWAY A PIPE REPAIRS

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

Drainage Structures and Pavement Settlement Locations



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RESOLUTION**

**NOT FOR
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
443830-4-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$300,000.00
Total Financial Assistance							\$300,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$300,000.00	\$0.00	\$0.00	\$300,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$300,000.00	\$0.00	\$0.00	\$300,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

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

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

Kyle Coffman

Department Grant Manager Name

EXHIBIT-NOT FOR EXECUTION

Signature

Date

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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

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

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

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

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

Insert District PIO contact info:

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

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

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$300,000

*The award amount may change with amendments

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

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

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

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



File Attachments for Item:

20. City Council Resolution No. 2025-056 - A resolution of the City of Lake City, Florida, amending that certain agreement relating to the Community Development Block Grant between the City and Florida Department of Commerce; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 - 056

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THAT CERTAIN AGREEMENT RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT BETWEEN THE CITY AND FLORIDA DEPARTMENT OF COMMERCE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") was awarded by the Florida Department of Commerce ("Agency") a Community Development Block Grant ("CDBG") on November 11, 2021 in the amount of \$750,000.00 ("Grant Funds"); and

WHEREAS, the City was granted an extension of the CDBG by the Agency until January 31, 2025 due to the incomplete environmental review process ("First Amendment"); and

WHEREAS, the City desires to extend the grant until January 31, 2026 to allow for the bidding and construction of the project ("Second Amendment"); and

WHEREAS, the Agency and the City desire to extend the contract between the Agency and the City by adopting the terms of the Agreement in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, adopting the terms of the Agreement in the form of the Exhibit attached hereto 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. Adopting the terms of 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 April, 2025

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



December 11, 2024

Ms. Arnezia Howard, Gov't Operations Consultant III
Florida Commerce
107 East Madison St., MSC 400
Tallahassee, Florida 32399-6408

Re: City of Lake City CDBG HR Grant #22DB-OP-03-22-02-C04
Amendment Number Two (#2)

Dear Ms. Howard:

Please consider this a request for Amendment number two (#2) for the above referenced project. With this amendment, the City is requesting a twelve (12) month time extension to allow for the bidding and construction of the project.

To obtain the Suwannee River Water Management District permit to construct the project, the project engineer had to add additional stormwater drainage and paving improvements within Wilson Park, adjacent to the site of the proposed amphitheater. These additional improvements were not included in the initial scope of work for the project and thus were not included in the HUD Environmental Review.

When Florida Commerce Environmental Review Team reviewed the final plans and specifications for the project, they required the initial Environmental Review for the project be updated to include the new improvements required by the Suwannee River Water Management District. These revisions to the Environmental Review expanded the footprint of the project within the floodplain. Based upon this expansion, additional initial notices had to be resent and additional floodplain notices had to be developed and published. These additional notifications significantly extended the time to be able to bid and award construction of the project. Additionally, the scope of the project did not meet the threshold requirement of the US Fish and Wildlife Service's standard clearance letter due to the project being new construction. US Fish and Wildlife requested additional information be developed and submitted to them for review prior to issuing a clearance letter for the proposed project.

The City completed the additional environmental review elements and submitted them to the Florida Commerce Environmental Review Team for review and approval. The City has received the Request for Additional Information (RAI) from the Florida Commerce Environmental Review Team and has resolved all but one of the issues in the RAI. The City anticipates resolving the final issue in the RAI in the next few days. Upon resolution of the remaining item in the RAI, the City anticipates receiving the release of funds from Florida Commerce in January 2025. The City anticipates advertising for construction bids in late January/early February 2025.

MAYOR - COUNCIL MEMBER
NOAH WALKER

COUNCIL MEMBERS
JAMES CARTER
TAMMY HARRIS
RICKY JERNIGAN
CHEVELLA YOUNG

CITY
DON ROSE

AUDRE

CITY
CLAY A

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Ms. Arnezia Howard
December 11, 2024
Page 2

With this request, the City feels confident the project can be completed by the new grant ending deadline. The City appreciates the Department's consideration of this amendment. If you have any questions regarding this Amendment, please contact Mr. Fred Fox, our Grants Administrator, at (904) 810-5183.

Sincerely,



Don Rosenthal
City Manager

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**



Modification to Subgrant Agreement

July 6, 2023

**Modification Number 2 to Subgrant Agreement Between
the Department of Commerce and
City of Lake City, Florida**

This Modification Number 2 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and the City of Lake City, ("the Subrecipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Subrecipient entered into **Contract Number** 22DB-OP-03-22-02-C04, **FLAIR Contract Number** H2456, on November 15, 2021 ("the Subrecipient"), pursuant to which Commerce provided a subgrant in the amount of \$750,000.00 to the Subrecipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Subrecipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

2. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

3. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments ____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments ____, which are attached hereto and incorporated herein by reference.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**



Modification to Subgrant Agreement

July 6, 2023

Subrecipient: City of Lake City, Florida.

Modification Number: 2

Contract Number: 22DB-OP-03-22-02-C04

FLAIR Contract Number: H2456

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on August 1, 2021, (the “Effective Date”) and ends on January 31, 2026, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and Commerce’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient’s progress and verifiable achievements at Commerce’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

☒ **Other:**

9. This Agreement is hereby reinstated as though it had not expired if not approved by the expiration date.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**



Modification to Subgrant Agreement

July 6, 2023

Subrecipient: City of Lake City, Florida.

Modification Number: 2

Contract Number: 22DB-OP-03-22-02-C04

FLAIR Contract Number: H2456

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

Subrecipient: City of Lake City, Florida.

By: EXHIBIT-NOT FOR EXECUTION _____

By: EXHIBIT-NOT FOR EXECUTION _____

Name: J. Alex Kelly

Name: Noah Walker

Title: Secretary
Department of Commerce

Title: Mayor

Date: _____

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Florida Department of Commerce

By: EXHIBIT-NOT FOR EXECUTION _____

Approved Date: _____

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

21. City Council Resolution No. 2025-057 - A resolution of the City of Lake City, Florida, approving the exchange of 3000 rounds of frangible training ammunition in the possession of the Lake City Police Department for 3000 rounds of full metal jacket training ammunition in the possession of the State Attorney's Office of the Third Judicial Circuit; making certain findings of fact in support of the City approving said ammunition exchange; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said frangible training ammunition to said State Attorney's Office; directing the Mayor to execute such documents as are necessary to accept the transfer of ownership of said full metal jacket ammunition to the City of Lake City for the use by the Lake City Police Department; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
4-7-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Training Ammunition Transfer between State Attorney's Office and Lake City Police Department

DEPT / OFFICE: Lake City Police Department

Originator:

Chief Gerald Butler

City Manager

Don Rosenthal

Department Director

Chief Gerald Butler

Date

3/18/2025

Summary Explanation & Background:

The 3rd Circuit State Attorney, John Durrett, is requesting that LCPD surplus and transfer 3,000 rounds of .9mm frangible training ammunition to the 3rd Circuit State Attorney's Office (SAO) for their use in firearms qualifications. The SAO would in turn transfer 3,000 rounds of .9mm full metal jacket (FMJ) training ammunition to LCPD. LCPD is in possession of the 3,000 rounds of .9mm frangible training ammunition. LCPD no longer uses frangible training ammunition as, due to scheduling conflicts, LCPD does not utilize the firing range at FL. Gateway College, which requires frangible ammunition.

In addition, LCPD's firearms/range officers have determined the non-frangible ammunition does not perform similarly to our duty ammunition; however, FMJ training ammunition does. The FMJ ammunition SAO possesses is the training ammunition used by LCPD and would be used by LCPD during firearms qualifications.

Alternatives:

LCPD keeps the frangible ammunition in its inventory

Source of Funds:

NA

Financial Impact:

NA

Exhibits Attached:

- Request letter from SA John Durrett
- Asset Disposition Request form

CITY OF LAKE CITY

ASSET DISPOSITION REQUEST

Department: Police Date Completed: 3-18-25

Identify Asset: 3000 Rounds of Frangible Training Ammunition

Description of Asset (complete all applicable items)

Make: CCI/Speer

Model: n/a

Color: n/a

Size: 9 m m L u g e r 1 0 0 g r F r a n g i b l e

Serial Number (if applicable): N/A

Other Information (if available)

Date purchased: _____

Who purchased from: _____

Cost (original): \$ _____

Disposition:

Reason: Frangible ammunition not needed for LCPD training

Fair Market Value \$: Even exchange

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? State Attorney's Office in exchange for 3000 rounds of full metal jacket training ammunition

Department Head Signature: _____ Date: _____

Assistant Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

City Manager Approval Signature: _____ Date: _____

Revised 10-26-10



**OFFICE OF THE STATE ATTORNEY
THIRD JUDICIAL CIRCUIT OF FLORIDA**

John F Durrett, State Attorney

*Serving the Counties of Suwannee, Hamilton, Dixie, Lafayette,
Taylor, Madison and Columbia*

**310 Pine Avenue
SW
Live Oak FL.
32064
(386) 362-2320
FAX (386) 362-
5370**

To Chief of Police Gerald Butler,

It is my understanding that the Lake City Police Department is no longer conducting firearms training at the Florida Gateway College, and as such is no longer in need of the .9mm frangible training ammunition that is in current inventory.

The State Attorney's Office is going to begin conducting annual firearms training at Florida Gateway College (FGC) and will need to obtain .9mm frangible training ammunition to satisfy the FGC ammunition no-lead requirement policy.

The State Attorney's Office is in possession of .9mm Full Metal Jacket (FMJ) training ammunition, which is consistent with the ammunition that the Lake City Police Department currently utilizes for training.

I am requesting that a transfer of 3000 rounds of .9mm FMJ training ammunition from the State Attorney's Office be made in exchange for a transfer of 3000 rounds of .9mm frangible training ammunition from the Lake City Police Department.

Thank you for your consideration,

John Foster Durrett
State Attorney

CM/rrp
03/31/2025

RESOLUTION NO 2025 - 057

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THE EXCHANGE OF 3000 ROUNDS OF FRANGIBLE TRAINING AMMUNITION IN THE POSSESSION OF THE LAKE CITY POLICE DEPARTMENT FOR 3000 ROUNDS OF FULL METAL JACKET TRAINING AMMUNITION IN THE POSSESSION OF THE STATE ATTORNEY'S OFFICE OF THE THIRD JUDICIAL CIRCUIT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMMUNITION EXCHANGE; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO TRANSFER OWNERSHIP OF SAID FRANGIBLE TRAINING AMMUNITION TO SAID STATE ATTORNEY'S OFFICE; DIRECTING THE MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO ACCEPT THE TRANSFER OF OWNERSHIP OF SAID FULL METAL JACKET AMMUNITION TO THE CITY OF LAKE CITY FOR THE USE BY THE LAKE CITY POLICE DEPARTMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") funds the Lake City Police Department (the "LCPD"); and

WHEREAS, the LCPD is in possession of 3000 rounds of 9-mm frangible training ammunition (the "FTA"); and

WHEREAS, the FTA is not suited to the LCPD's firearms training requirements; and

WHEREAS, the State Attorney's Office of the Third Judicial Circuit (the "SAO") is in possession of 3000 rounds of 9-mm full metal jacket ammunition (the "FMJA"); and

WHEREAS, the FMJA is not suited to the SAO's firearms training requirements; and

WHEREAS, the SAO and the LCPD mutually desire to exchange the FTA in the possession of the LCPD for the FMJA in the possession of the SAO (the "Transfer"); and

WHEREAS, approving the Transfer 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 Transfer is in the public or community interest and for public welfare; and

2. The Transfer is hereby approved and the City Manager or City Manager's designee is directed to take such steps as are necessary to effectuate the Transfer; 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 any such documents as are necessary and prudent to document the Transfer; 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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes., City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

22. City Council Resolution No. 2025-59 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Gallagher, Inc, a Florida Corporation, for consulting services to conduct a needs assessment related to Property and Casualty Insurance Premiums; 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.

MEETING DATE
4/21/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Re-allocation of funds for Property/Casulaty Insurance Consulting

DEPT / OFFICE: Risk and Safety

Originator: BillieJo Bible, Director of Human Resources and Risk & Safety		
City Manager Don Rosenthal	Department Director BillieJo Bible	Date 3/25/2025
Recommended Action: Council vote to re-allocate funds to pay for Property/Casulaty insurance consulting services with Gallagher and approve contract.		
Summary Explanation & Background: Contracting with Gallagher for Property/Casualty Insurance consulting services to help the COLC reduce costs with premiums.		
Alternatives:		
Source of Funds: \$125,000 from 001.05.519-090.99.02 Contingency		
Financial Impact: overall costs savings in FY 2026 and future years		
Exhibits Attached: None		

CM/rrp
04/10/2025

RESOLUTION NO 2025 - 059

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND GALLAGHER, INC, A FLORIDA CORPORATION, FOR CONSULTING SERVICES TO CONDUCT A NEEDS ASSESSMENT RELATED TO PROPERTY AND CASUALTY INSURANCE PREMIUMS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") desires to engage a consultant to conduct a needs assessment related to Property and Casualty Insurance premiums (the "Project"); and

WHEREAS, Gallagher, Inc., a Florida corporation, (the "Vendor") has the necessary qualifications and expertise to complete the Project; and

WHEREAS, the Vendor and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

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

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

1. Engaging the Vendor to provide the products and services in the Agreement to complete 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 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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

THIS SERVICES AGREEMENT is by and between CITY OF LAKE CITY, a Florida municipality organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Arthur J. Gallagher Risk Management Services, LLC (hereinafter called BROKER). OWNER and BROKER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

BROKER shall complete all Work as specified or indicated in the Contract Documents. The Work is a piggyback agreement to what was advertised and awarded by Indian River County through Request for Proposals 2024-008, and is generally described as Property and Casualty Insurance Broker Services, and more explicitly defined in Attachment A.

ARTICLE 2 -TERM

The term of the agreement shall begin on January 1, 2025, for a one-year period. The agreement may be extended for up to four additional one-year terms.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay BROKER fees as detailed in Attachment B.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Method of Payment

Owner shall make only one payment for the entire amount of the contract when the work has been completed on October 1, 2025. Upon a determination of satisfactory completion, the CITY Project Manager will authorize payment to be made. All payments for services shall be made to the BROKER by the CITY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.02 Acceptance of Final Payment as Release

The acceptance by the BROKER of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the BROKER other than claims in stated amounts as may be specifically excepted by the BROKER for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the BROKER or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

ARTICLE 6 - INDEMNIFICATION

6.01 BROKER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the BROKER and persons employed, or utilized by the BROKER in the performance of the Work.

ARTICLE 7 - BROKER'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement BROKER makes the following representations:

- A. BROKER has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. BROKER has visited the Site and become familiar with and is satisfied with the general, local conditions that may affect the cost, progress, and performance of the Work.
- C. BROKER is familiar with and satisfied with all federal, state, and local laws and regulations that may affect the cost, progress, and performance of the work.
- D. BROKER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BROKER, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by BROKER, and safety precautions and programs incident thereto.
- E. BROKER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. BROKER is aware of the general nature of work related to the Work to be performed by OWNER and others at the Site as indicated in the Contract Documents.
- G. BROKER has correlated the information known to BROKER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. BROKER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BROKER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BROKER.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. BROKER is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. BROKER is also

responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Request for Proposals 2024008
- (3) Addenda
- (4) Broker's submitted proposal
- (5) Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments;
- (6) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (7) Certification Regarding Lobbying;
- (8) Written amendments issued on or after the Effective Date of the Agreement and executed by both parties;
- (9) Non-Collusion Affidavit;
- (10) E-Verify Affirmation Statement;
- (11) Human Trafficking Affidavit.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

OWNER and BROKER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken. All remaining provisions shall continue to be valid and binding upon OWNER and BROKER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

The laws of the State of Florida shall govern this Agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in the Third Judicial Circuit of Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Middle District of Florida.

9.06 *Public Records Compliance*

A. City of Lake City is a public agency subject to Chapter 119, Florida Statutes. The BROKER shall comply with Florida's Public Records Law. Specifically, the BROKER shall:

- (1) Keep and maintain public records required by the City to perform the service.
- (2) Upon request from the City's Custodian of Public Records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the BROKER does not transfer the records to the City
- (4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the BROKER or keep and maintain public records required by the CITY to perform the service. If the BROKER transfers all public records to the CITY upon completion of the contract, the BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the BROKER keeps and maintains public records upon completion of the contract, the BROKER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the CITY.

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

(386) 719-5826 OR (386) 719-5756
CITYCLERK@LCFLA.COM
CITY CLERKS OFFICE
205 N MARION AVE., LAKE CITY, FL 32055

C. Failure of the BROKER to comply with these requirements shall be a material breach of this Agreement.

Article 10: TERMINATION OF CONTRACT

A. BROKER shall give valid written notice to CITY at least one hundred and eighty (180) days prior to cancellation, non-renewal, or restriction of BROKER's obligations under this Agreement. The written notice of cancellation, non-renewal, or restriction of BROKER's obligations under this Agreement shall be delivered by certified mail to:

PROCUREMENT DIRECTOR
CITY OF LAKE CITY
205 N MARION AVE., LAKE CITY, FL 32055

B. This Agreement may be canceled at any time at the request of CITY with thirty (30) days prior written notice to BROKER stating when thereafter cancellation is to be effective.

C. TERMINATION IN REGARDS TO F.S. 287.135: BROKER certifies that it and those related entities of BROKER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, BROKER certifies that it and those related entities of BROKER as defined by Florida law are not 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. OWNER may terminate this Contract if BROKER is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. OWNER may terminate this Contract if BROKER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725 Florida Statutes.

D. In the event of termination of this Agreement, the earned fees shall be computed on a pro rata basis without penalty and BROKER shall refund to CITY the excess of paid fees or other consideration that were received by BROKER within thirty (30) days from the date of termination.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

IN WITNESS WHEREOF, OWNER and BROKER have signed this Agreement in duplicate. Each counterpart has been delivered to the OWNER and the BROKER. All portions of the Contract Documents have been signed or identified by OWNER and BROKER on their behalf.

OWNER:

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

EXHIBIT-NOT FOR EXECUTION

Noah E. Walker, Mayor

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

EXHIBIT-NOT FOR EXECUTION

Audrey E. Sikes, City Clerk

BROKER:

Arthur J. Gallagher Risk Management
Services, LLC

EXHIBIT-NOT FOR EXECUTION

By _____, its _____

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Attachment A - Scope of Services

The Broker will:

PLACEMENT AND INSURANCE MANAGEMENT SERVICES

- Design and market a Property/Casualty Insurance Program that is acceptable to the CITY. As appropriate and/or at the CITY's request, provide submissions for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.
- Coordinate with CITY staff to assure that up-to-date exposure data is incorporated into specifications and issued policies.
- Issue and deliver valid and timely binders for insurance policies purchased by the CITY. Review binders for accuracy. Immediately request corrections if issued binders are not delivered in accordance with the submission(s).
- Provide summary regarding changes in policy from expiring terms, conditions and deductibles.
- Assure that insurance policies being purchased will be delivered in accordance with the submissions that were negotiated and/or accepted by the CITY.
 - o Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the CITY.
 - o Immediately correct policy deficiencies before delivery to the CITY.
 - o Promptly deliver the policies to the CITY within 60 days of policy inception. If policies are not issued within 60 days of policy inception, follow up with the insurer/wholesaler for receipt of the policy. If any deficiencies from the accepted submission remain, provide a timeline for their resolution to the satisfaction of the CITY.
- Promptly and accurately process insurance policy endorsements and other change requests as needed.
- Be available to attend up to four risk management meetings per year with the CITY, as they may be scheduled, and be willing to attend additional meetings if needed.
- Monitor and notify the CITY of major developments regarding the insurance industry or the CITY's insurers or policies that may affect the CITY.
- Respond to coverage or other insurance policy questions as may be presented by the CITY

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

- At least annually, present to CITY staff a written review, with the premium/claims history of the CITY, for the policies purchased.
- Coordinate with the CITY about 120 to 150 days prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.
- Present renewal pricing and policy changes to the CITY at a minimum of 45 days before renewal or at a time agreed upon with the CITY.
- Obtain proposals from additional insurance markets and provide them to the CITY with a listing of all companies contacted, detailed spreadsheets of all submissions received and all rejection letters.
- Provide the CITY with Probable Maximum Loss ("PML") studies.
- Provide final, written renewal submissions to the CITY on a schedule agreed upon with the CITY to allow for review of renewals at appropriate CITY meetings.
- Promptly provide rating data, premium/claims history and other information at the request of the CITY.
- Fully disclose insurance policy premiums, commissions or all other remuneration, including that of intermediaries, received for the sale of such policies.
- Permit the CITY to conduct an audit of all remuneration/revenues attributable to the CITY's account and to fully cooperate with persons designated by the CITY to perform such audit

LOSS CONTROL SERVICES

- Develop, with the CITY's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials. Provide reports detailing the loss control activities and results.

CLAIMS ADVOCACY

- Participate in claims review meetings to ensure accuracy of reserves and effective claims management.
- Coordinate claim information with designated adjusters.
- Assist with emergency procedures and disaster planning.
- Assist with claim and coverage disputes
- Assist with claim submissions when required and follow up on refunds from the excess carriers.

Attachment B - Proposal Pricing

2024-008 RFP for Insurance Brokers

PROPOSAL PRICING - RFP 2024-008 for Insurance Brokers

The proposed annual fee shall be all inclusive, including marketing activity, travel, and any service provided throughout the year with respect to the CITY's property and casualty insurance program.

Proposer submits the following prices for the work described in this solicitation:

Property and Casualty Insurance Agent/Broker Services for year	Flat Annual Fee
2025-2026	\$125,000
2026/2027	\$125,000
2027/2028	\$125,000
2028/2029	\$125,000
2029/2030	\$125,000

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Arthur J. Gallagher Risk Management Services, LLC _____
Name of Firm Address

Authorized Signature City, State, Zip Code

Title Phone

Date Signed E-mail

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

File Attachments for Item:

23. City Council Resolution No. 2025-060 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 009-2025 for construction of LCQ North Development Hangar and Taxilanes; accepting the Bid from Gray Construction Services, Inc., a Florida Corporation as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: [REDACTED]

DEPT / OFFICE: [REDACTED]

Originator: [REDACTED]		
City Manager [REDACTED]	Department Director Ed Bunnell	Date [REDACTED]
Recommended Action: [REDACTED]		
Summary Explanation & Background: [REDACTED]		
Alternatives: [REDACTED]		
Source of Funds: [REDACTED]		
Financial Impact: [REDACTED]		
Exhibits Attached: [REDACTED]		



EVALUATION TABULATION

ITB No. 009-2025

LCQ North Development Hangar & Taxilanes

RESPONSE DEADLINE: March 31, 2025 at 2:00 pm

Report Generated: Monday, April 14, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Gray Construction Services	\$1,531,457.50

SCHEDULE I: 100% FDOT FUNDED HANGAR, APRON, PARKING LOT, AND UTILITIES

LCQ NORTH DEVELOPMENT HANGAR & TAXILANES

Vendor	Total
Gray Construction Services	\$889,985.50

SCHEDULE II: 90% FAA FUNDED, 10% FDOT FUNDED TAXILANE, DRAINAGE, AND ASSOCIATED SITE WORK

LCQ NORTH DEVELOPMENT HANGAR & TAXILANES

Vendor	Total
Gray Construction Services	\$641,472.00



[GRAY CONSTRUCTION SERVICES] RESPONSE DOCUMENT REPORT

ITB No. 009-2025

LCQ North Development Hangar & Taxilanes

RESPONSE DEADLINE: March 31, 2025 at 2:00 pm

Report Generated: Monday, March 31, 2025

Gray Construction Services Response

CONTACT INFORMATION

Company:

Gray Construction Services

Email:

cjharris@gray-construction.com

Contact:

CJ Harris

Address:

222 West Wade Street
Trenton, FL 32693

Phone:

N/A

Website:

<http://www.gray-construction.com>

Submission Date:

Mar 31, 2025 1:35 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 25, 2025 11:18 AM by CJ Harris

Addendum #2

Confirmed Mar 25, 2025 11:18 AM by CJ Harris

Addendum #3

Confirmed Mar 27, 2025 9:43 AM by CJ Harris

QUESTIONNAIRE

1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____



Bidder Experience

Project Name	Size	Type	Value	Client	Completion	Personnel
Sheltair Hangar	19,800 SF	PEMB New	\$1.58M	Sheltair Ocala, LLC John Sobol (954) 444-7802	01/21	Todd Gray, Principal Joe White, Pre-con Director Jim Batts, PM Lauch McInnis, Super
Trenton FBC Multi-purpose Building	8,440 SF	PEMB New	\$2.1M	First Baptist Church of Trenton Keith McConnell (352) 463-2038	01/24	Todd Gray, Principal Joe White, Pre-con Director Mark Abrizenski, PM Jeff McGalliard, Super
Blackflag Metalsmith	15,000 SF	PEMB New	\$1.4M	Blackflag Metalsmith Christ Privette (352) 559-6562	01/22	Todd Gray, Principal Joe White, Pre-con Director Mark Abrizenski, PM Jeff McGalliard, Super
Masters Lawn Care	2,000 SF	PEMB New	\$1M	Thompson Property 11417 Rusty Thompson (352) 559-9796	08/23	Todd Gray, Principal Joe White, Pre-con Director Mark Abrizenski, PM Phillip Cothron, Super
Keystone Field Building Office	4,500 SF	New	\$1.24M	Keystone Heights Airpark David Kirkland (352) 745-0963	11/19	Todd Gray, Principal Joe White, Pre-con Director Jim Batts, PM Lauch McInnis, Super

2. Title and Organization*

Please provide your title and organization's name.

M. Todd Gray, President - Gray Construction Services, Inc.

3. Local Office*

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

Lake City, FL

4. Principal Office*

Please provide the city and state for your Principal Office.

Trenton, FL

5. Clarifications and Exceptions*

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

N/A

6. Federal Identification No. (FEID)*

Please provide your FEIN number here.

59-3722910

7. Required Documents*

Please upload all of your required documents here.

BID_BOND.pdf

Good_Faith_Effort_Report_-_009-2025_-_Lake_City_N._Development_Hangar___Taxilanes_(1).csv

LCQ_North_Dev._Hangar_&_Taxilanes_Bid_Documents.pdf

PRICE TABLES

SCHEDULE I: 100% FDOT FUNDED HANGAR, APRON, PARKING LOT, AND UTILITIES

LCQ NORTH DEVELOPMENT HANGAR & TAXILANES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
FDOT 428	Potable Water Service Installation, Complete (Including All Pipes, Fittings, Valves, Meters, Backflow, Testing, Casing, Accessories, Trenching, and Backfill)	1	LS	\$22,250.00	\$22,250.00
FDOT 429	Sanitary Sewer, Complete (Including All Pipes, Doghouse Manholes, Fittings, Testing, Casings, Accessories, Backfill, and Trenching)	1	LS	\$54,750.00	\$54,750.00
FDOT 521	Concrete Parking Bumper	9	EA	\$78.00	\$702.00
FDOT 522	Concrete Sidewalk	105	SY	\$92.00	\$9,660.00
FDOT 700	Highway Signing (Including Sign Post)	1	EA	\$2,800.00	\$2,800.00
FDOT 710	Parking Lot Markings	1	LS	\$1,800.00	\$1,800.00
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$20,500.00	\$20,500.00
P-211-5.1	Limerock Base Course (6-Inch)	820	SY	\$28.50	\$23,370.00
P-211-5.2	Limerock Base Course (4-Inch)	130	SY	\$28.50	\$3,705.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	90	TON	\$200.00	\$18,000.00
P-409-4.1	12.5mm, Fine Mix, Traffic Level C Roadway Asphalt (2-Inch)	70	TON	\$200.00	\$14,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
P-501-8.1	Concrete Pavement (6-Inch)	121	SY	\$33.00	\$3,993.00
P-602.5.1	Emulsified Asphalt Prime Coat	240	GAL	\$23.00	\$5,520.00
P-603-5.1	Emulsified Asphalt Tack Coat	40	GAL	\$28.00	\$1,120.00
P-620-5.1	Temporary Taxilane Markings, Non-Reflective	25	SF	\$3.50	\$87.50
P-620-5.2	Permanent Taxilane Markings, Reflective	25	SF	\$22.00	\$550.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-Reflective	50	SF	\$6.50	\$325.00
PLANS	Waterline and Hose Bibb Removal, Complete	1	LS	\$450.00	\$450.00
PLANS	Site Electrical (Including Demolition and Electrical Conduits, Wires, Junction Box, All Misc.), Complete	1	LS	\$8,000.00	\$8,000.00
B-01	Corporate Hangar, Complete	1	LS	\$698,403.00	\$698,403.00
TOTAL					\$889,985.50

SCHEDULE II: 90% FAA FUNDED, 10% FDOT FUNDED TAXILANE, DRAINAGE, AND ASSOCIATED SITE WORK

LCQ NORTH DEVELOPMENT HANGAR & TAXILANES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
C-102-5.1	Temporary Soil Erosion and Siltation Control	1	LS	\$72,940.00	\$72,940.00
C-103-8.1	Project Survey, Stakeout, and Record Drawings	1	LS	\$18,000.00	\$18,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$40,000.00	\$40,000.00
C-107-4.1	Maintenance of Traffic and Airfield Safety	1	LS	\$35,000.00	\$35,000.00
P-101-5.1	Remove Existing Full Depth Asphalt Pavement	1,632	SY	\$2.50	\$4,080.00
P-101-5.2	Remove Existing Full Depth Concrete Pavement	21	SY	\$12.00	\$252.00
P-101-5.3	Remove Existing Gravel Pavement	1,250	SY	\$3.00	\$3,750.00
P-101-5.4	Remove Existing Fence	1,350	LF	\$2.00	\$2,700.00
P-101-5.5	Remove Existing Gate	1	EA	\$200.00	\$200.00
P-101-5.6	Remove Existing Inlet	4	EA	\$300.00	\$1,200.00
P-101-5.7	Remove Existing Pavement Marking	109	SF	\$15.00	\$1,635.00
P-101-5.8	Remove Existing Outlet Structure (MES, Headwall, etc.)	4	EA	\$350.00	\$1,400.00
P-101-5.9	Remove Existing 8-Inch PVC Storm Pipe	21	LF	\$3.00	\$63.00
P-101-5.10	Remove Existing 10-Inch PVC Storm Pipe	137	LF	\$4.00	\$548.00
P-101-5.11	Remove Existing 12-Inch PVC Storm Pipe	67	LF	\$6.00	\$402.00
P-101-5.12	Remove Existing 12-Inch RCP Storm Pipe	82	LF	\$5.00	\$410.00
P-101-5.13	Remove Existing 15-Inch RCP Storm Pipe	132	LF	\$6.00	\$792.00
P-101-5.14	Remove Existing 12-Inch CMP Storm Pipe	82	LF	\$2.50	\$205.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
P-151-4.1	Clearing and Grubbing	1	AC	\$32,000.00	\$32,000.00
P-152-4.1	Embankment in Place (Off-Site Borrow)	950	CY	\$18.00	\$17,100.00
P-152-4.2	Embankment in Place (On-Site Borrow)	4,300	CY	\$14.00	\$60,200.00
P-152-4.3	Unsuitable Excavation	125	CY	\$20.00	\$2,500.00
P-152-4.4	Geogrid	250	SY	\$26.00	\$6,500.00
P-211-5.1	Limerock Base Course (6-Inch)	1,320	SY	\$28.50	\$37,620.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	350	TON	\$200.00	\$70,000.00
P-602-5.1	Emulsified Asphalt Prime Coat	390	GAL	\$23.00	\$8,970.00
P-603--5.1	Emulsified Asphalt Tack Coat	130	GAL	\$28.00	\$3,640.00
P-620-5.1	Temporary Taxilane Marking, Yellow, Non-Reflective	238	SF	\$3.50	\$833.00
P-620-5.2	Permanent Taxilane Marking, Yellow, Reflective	238	SF	\$22.00	\$5,236.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-reflective	476	SF	\$6.50	\$3,094.00
D-701-5.1	8-Inch Dia. PVC Sch. 40 Storm Pipe	224	LF	\$23.00	\$5,152.00
D-701-5.2	12-Inch Dia. PVC Sch. 40 Storm Pipe	189	LF	\$28.00	\$5,292.00
D-701-5.3	24-Inch RCP (Class V) Storm Pipe	338	LF	\$147.00	\$49,686.00
D-701-5.4	Connect to Roof Drain Downspout	4	EA	\$250.00	\$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
D-751-5.1	24-Inch Square Yard Inlet	2	EA	\$2,800.00	\$5,600.00
D-751-5.2	FDOT Type E Inlet	2	EA	\$6,650.00	\$13,300.00
D-751-5.3	Storm Sewer Cleanout	4	EA	\$400.00	\$1,600.00
D-751-5.4	Pond Riser Structure	1	EA	\$7,000.00	\$7,000.00
D-752-5.1	12-Inch Flared End Section	1	EA	\$1,800.00	\$1,800.00
D-752-5.2	24-Inch Flared End Section	1	EA	\$3,200.00	\$3,200.00
D-752-5.3	12-Inch Dual Modified FDOT Mitered End Section, Index 272	2	EA	\$3,600.00	\$7,200.00
T-901-5.1	Permanent Seeding	4	AC	\$3,500.00	\$14,000.00
T-904-5.1	Sodding	2,390	SY	\$14.50	\$34,655.00
T-905-5.1	Topsoil Stripping (On-Site Stripping and Final Placement)	1,810	CY	\$8.50	\$15,385.00
T-908-5.1	Mulching	4	AC	\$4,200.00	\$16,800.00
L-108-5.1	Proposed Cable, Conduit, and Counterpoise for Taxilane Edge Lights	1	LS	\$7,000.00	\$7,000.00
L-108-5.2	Remove Existing Taxilane Electrical Cable, Including Conduit	265	LF	\$12.80	\$3,392.00
L-108-5.3	Remove Existing Taxilane Electrical Counterpoise	140	LF	\$15.00	\$2,100.00
L-108-5.4	Splice Proposed Airfield Cable to Existing Airfield Cable	1	EA	\$1,500.00	\$1,500.00
L-125--5.1	Remove Existing Taxilane Edge Light Fixture and Base Can	3	EA	\$1,480.00	\$4,440.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
L-125-5.2	Remove Existing Base Can and Relocate Existing Taxilane Edge Light Fixture	1	EA	\$3,800.00	\$3,800.00
L-125-5.3	Remove Existing Taxilane Edge Light Fixture Only (Existing Base Can to Remain)	1	EA	\$1,800.00	\$1,800.00
PLANS	Gas Line Relocation	1	LS	\$2,000.00	\$2,000.00
PLANS	Telecommunication Line Removal	1	LS	\$2,500.00	\$2,500.00
TOTAL					\$641,472.00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gray Construction Services, Inc.
222 W. Wade Street
Trenton, FL 32693

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
26777 Halsted Road
Farmington Hills, MI 48331

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: * FIVE PERCENT OF AMOUNT BID *** (5%)**

PROJECT:

(Name, location or address, and Project number, if any)

ITB #009-2025, LCQ North Development Hangar & Taxilanes, 3524 U.S. 90, Lake City, FL 32055

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of March, 2025

(Witness)

Gray Construction Services, Inc.

(Principal)

(Seal)

(Title) TODD GRAY, PRESIDENT

Amerisure Mutual Insurance Company

(Surety)

(Seal)

(Title) Jennifer L. Hindley, Attorney-in-Fact &
Licensed Resident Agent State of Florida

Guignard Company/Inquiries (407) 834-0022

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

BRYCE R. GUIGNARD, MARGIE L. MORRIS, DAVID R. TURCIOS, WESLEY MATTHEW ADCOCK,

APRIL L. LIVELY, ALLYSON FOSS WING, CHRISTINE MORTON, JENNIFER L. HINDLEY

KELLY E. PHELAN and AMANDA JO HERSTINE

of Guignard Company, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28th day of August, 2024.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 28th day of August, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of March, 2025.

Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer

The quantities for bid items listed on the proposal sheet are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based upon the unit prices and actual construction quantities.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal Contract attached within 15 days and deliver a Surety Bond or Bonds as required by Section 30-05 of the General Provisions. The bidder further proposes and agrees hereby to commence construction with an adequate work force, plant, and equipment on the date stated in the written notice to proceed and will progress therewith to its completion within the number of calendar days stated under Section 80-08, of the General Provisions in accordance with this Contract and Specifications. The bid bond or certified check in the amount of five percent (5%) of this bid shall become the property of the Owner in the event the Contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Attached hereto is a: (check whichever applies)

____ Certified Check on the Bank of _____

OR


X Bid bond,


representing my 5% Proposal Guaranty as required Section 20-10 of the General Provisions

SIGNATURE:

IN WITNESS WHEREOF, the parties to this present have hereunto set their hands and seals the day and year first above written: The Contractor by such duly authorized officers or individuals as may be required by law.


(SEAL)


(SECRETARY) Victoria Stoner


(WITNESS)

Gray Construction Services, Inc.

COMPANY (Print Full Name)

 / PRESIDENT
(Bidder Signature) / (Title)

ADDRESS: 222 West Wade Street

Trenton, FL 32693

PHONE: (352) 463-3939

NOTE: If Contractor is a corporation, Secretary should attest.

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Signature _____

Title President

STATE OF FLORIDA

COUNTY OF Gilchrist

On this 27 day of March, 2025 before me personally appeared M. Todd Gray, to me known, who being by me duly sworn, did depose and say that he resides at 3539 S US Hwy 129 Bell, FL 32619, Florida: that he is the President of Gray Construction Services, Inc., the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.



[Signature]
Notary Public

THIS FORM SHALL BE COMPLETED BY ALL BIDDERS AND SHALL ACCOMPANY ALL PROPOSALS

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes:

The Bidder (Proposer) [☒] has [☐] has not participated in a previous Contract subject to the Equal Opportunity clause prescribed by Executive Order 10925, or Executive Order 11114 or Executive Order 11246.

The Bidder (Proposer) [☒] has [☐] has not submitted all compliance reports in connection with any such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontracts.

If the Bidder (Proposer) has participated in a previous Contract subject to the Equal Opportunity clause and has not submitted compliance reports under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished employees annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
Post Office box 2236
Norfolk, VA 20501

STATEMENT OF SURETY'S INTENT

TO: City of Lake City

We Have Reviewed the Bid of Gray Construction Services, Inc.
(Contractor)

Of 222 W. Wade Street, Trenton, FL 32693
(Address)

For: ITB #009-2025, LCQ North Development Hangar & Taxilanes, 3524 U.S. 90, Lake City, FL 32055
(Project)

Bids for Which Will be Received on: March 27, 2025
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of Florida.

Surety Contact Person Name (print): Jason Vonhaz

Contact Person Telephone Number: (404) 307-5051

Amerisure Mutual Insurance Company

ATTEST:

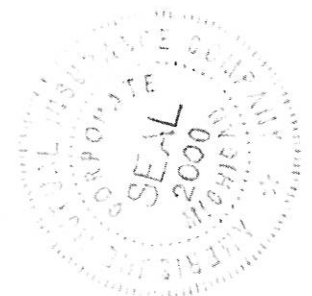
Jennifer L. Hindley
Surety's Authorized Signature(s)

Jennifer L. Hindley, Attorney in Fact &
FL Licensed Resident Agent

Attach Power of Attorney

Inquiries: (407) 834-0022

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)



(This Form OR Surety's Form Must be Complete and
Submitted with the Bid)

ADDENDA RECEIPT

Receipt of the following Addenda is acknowledged:

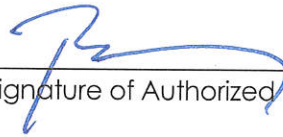
ADDENDUM NO.: DATED: 3/18/25 1

ADDENDUM NO.: DATED: 3/24/25 2

ADDENDUM NO.: DATED: 3/27/25 3

Gray Construction Services, Inc.

(Firm or Corporation Making Bid)



(Signature of Authorized Person)

222 West Wade Street Trenton, FL 32693

P. O. Address

3.27.2025

Dated

The full names and residences of all persons interested in this bid as principals are as follows:

Matthew Todd Gray, Principal

3539 S US Hwy 129 Bell, FL 32619


Bidders must fill out the above complete.

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Lake City
This sworn statement is submitted by (entity) Gray Construction Services, Inc. whose business address is 222 West Wade Street Trenton, FL 32693 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3722910 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is M. Todd Gray and my relationship to the entity named above is President.

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

 3.27.2025
Signature Date:

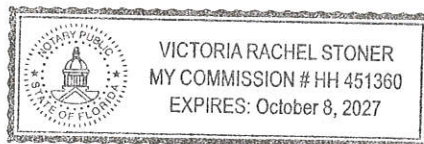
STATE OF FLORIDA

COUNTY OF Gilchrist

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of March, 2025 and is personally known to me, or has provided _____ as identification.



My Commission expires: 10-08-2027



DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS – Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug- Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug- Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five
(5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature: _____



CERTIFICATION REGARDING LOBBYING


The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

3.27.2025
Date

Gray Construction Services, Inc.
Company Name


Signature

President
Title

BUY AMERICAN PREFERENCE STATEMENT

The Contractor (successful bidder) agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

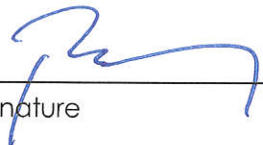
- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3.27.2025
Date


Signature

Gray Construction Services, Inc.
Company Name

President
Title

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

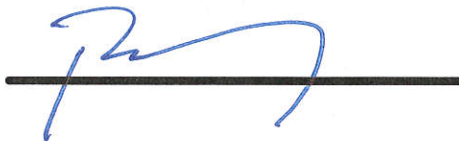
- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Signature: _____



BIDDER CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Contractor (successful bidder) agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor (successful bidder) agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of written or oral or employee custom. The term does not include separate of single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.


The Contractor (successful bidder) shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract, regardless of the amount contracted.

Certification: The information above is true and complete to the best of my knowledge and belief.

M. Todd Gray, President

Name and Title of Signer

Signature



3.27.2025

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**STATEMENT UNDER SECTION 287.133(1)(g), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIME
(1 of 2)**

This form must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid or Contract for City of Lake City
2. This sworn statement is submitted by (entity) Gray Construction Services, Inc. whose business address is 222 West Wade Street Trenton, FL 32693
and (if applicable) Federal Employer Identification Number (FEIN) is 59-3722910
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is M. Todd Gray and my relationship to the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any Federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The **City of Lake City** ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

**SWORN STATEMENT UNDER SECTION 287.133(1)(g), FLORIDA STATUTES, ON PUBLIC ENTITY CRIME
(2 of 2)**

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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


(Signature)

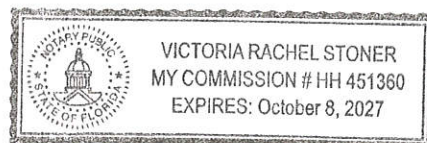
Date: 3-27-2025

STATE OF FLORIDA
COUNTY OF Gilchrist

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of March, 2025, and is personally known to me, or has provided _____ as identification.

Notary Public 

My Commission expires: 10-08-2027



CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The Bidder represents that it is (X) is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Bidder represents that it is (X) is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Owner has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



BIDDER'S SIGNATURE

OWNER'S DBE POLICY STATEMENT and
BIDDER'S CONDITION OF BID RESPONSIVENESS / RESPONSIBILITY REQUIREMENTS

The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor, has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

As a condition of bid responsibility, the successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening on the forms provided herein:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1)
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

Form 1 – BIDDER'S DBE UTILIZATION COMMITMENT

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

 X The bidder/offeror is committed to a minimum 6.67% DBE utilization on this contract.

 The bidder/offeror (if unable to meet the DBE goal of **6.67%** is committed to a minimum of % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

The undersigned bidder/offeror shall utilize the specific DBEs listed in this bid response to perform the work and supply the materials for which each is listed, unless the undersigned obtains prior written consent of the **City of Lake City**, as provided in 40 CFR Part 26, §26.53(f). Unless such consent is provided, the successful bidder/prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Note: The provisions in 40 CFR Part 26 §26.53(f) apply to pre-award deletions and/or substitutions of DBE firms, and to post-award terminations of DBE firms.

Name of bidder/offeror's firm: Gray Construction Services, Inc.

State Registration No. CGC #062854

By:  President
(Signature) (Title)

Date: 3.27.2025

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 2 – BIDDER'S DBE ASSURANCES

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. A Disadvantaged Business Enterprise (DBE) contract goal 6.67% percent has been established for this contract.

All bidders must submit an assurance stating the percentage of Disadvantaged Business Enterprises they intend to employ on this project.

The successful bidder must submit the following information within 15 business days of being notified that they are the successful bidder, but before the contract is executed:

1. The names and addresses of DBE **AND** non-DBE firms that will participate in the contract, including:
 - a. Firm's status as a DBE or non-DBE.
 - b. Age of the firm.
 - c. Annual gross receipts of the firm (use categories below):
[] < \$500,000; [] \$500,000-\$1 million; [] \$1-2 million; [] \$2-5 million; [] > 5 million.
 - d. Description of the work the firm will perform.
 - e. Dollar amount of the work the firm will perform.
2. Written documentation of the commitment to use a DBE firm whose participation is submitted to meet the contract goal.
3. Written confirmation from the DBE firm that it is participating in the contract.
4. If the contract goal is not met, evidence of good faith efforts as defined in 49 CFR Part 26.

CERTIFICATION:

This firm, as Bidder, assures that it will utilize not less than _____% of DBE participation, and provide the required information on the firms that will participate in the contract.

Bidder's Name: Gray Construction Services, Inc.

Address: 222 West Wade Street Trenton, FL 32693

Bidder's Status: _____ DBE X Non-DBE

Age of Firm: 24 years

Annual gross receipts of the firm (check category):

[] < \$500,000; [] \$500,000-\$1 million; [] \$1-2 million; [] \$2-5 million; X > 5 million.

 PRESIDENT 3.27.2025
Signature and Title Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORMS

FORM 3: BIDDER'S INTENT TO UTILIZE A CERTIFIED DBE

[Submit this form for each DBE subcontractor.]

Name of bidder/offeror's firm: Gray Construction Services, Inc.

Address: 222 West Wade Street

City: Trenton State: FL Zip: 32693

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

N/A - GOOD FAITH EFFORT INCLUDED

If awarded the prime contract, the bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ _____.

Affirmation of Intent

The above-named DBE firm affirms that if the above-named bidder is awarded the prime contract, it will perform the portion of the contract for the estimated dollar value as stated above, and that the firm is DBE certified to perform the specific trades.

By 
(Signature)

M. Todd Gray, President
Type / Print Name, Title

Date: 3.27.2025

PRIME CONTRACTORS DBE AND SUBCONTRACTOR REPORT

Date of this Report _____ Airport Name: _____

Prime Contractor Name: _____ Is this firm a certified DBE? ☐ Yes ☐ No

AIP # (#s) Associated with this contract _____

Prime Contract \$ Amount: _____ DBE Goal % _____ Total \$ Committed to DBEs: _____ Notice to Proceed Date: _____

Preparer's Name _____ Email Address: _____ Telephone No.: _____

ALL SUBCONTRACTORS DBE AND NON-DBE WORK AWARDED/COMMITTED			
Name of Subcontractor	DBE (Check Box)	Type of work to be performed	Amount Awarded/Committed
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$
	<input type="checkbox"/>		\$

This sheet only needs to be filled out at beginning of contract unless a sub is added or removed.
PLEASE ATTACH SEPARATE SHEET WITH CONTACT INFORMATION FOR ALL SUBS

TBD
 TIME OF
 CONTRACT

PRIME CONTRACTORS MONTHLY DBE AND SUBCONTRACTOR REPORT

Date of this Report: _____ For Month: _____ Airport Name: _____
Prime Contractor Name: _____ ALP # (#s) Associated with this contract _____
Preparer's Name _____ Email Address: Telephone No.: _____
Prime Contract \$ Amount: _____ DBE Goal % _____ DBE Progress to Date: % _____
Notice to Proceed Date: _____

SUBCONTRACTOR NAME	ORIGINAL DBE CONTRACT/ DBE COMMITMENT AMOUNT	DESCRIPTION OF WORK PERFORMED OR IF SUPPLIER MATERIALS SUPPLIED	PAYMENTS THIS REPORT
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
SUBCONTRACTOR NAME	CONTRACT AMOUNT	DESCRIPTION OF WORK PERFORMED	PAYMENTS THIS REPORT
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE
ON FILE AND AVAILABLE FOR INSPECTION BY
DEPARTMENT PERSONNEL AT ANY TIME.
PRINT NAME: _____
SIGNATORY: _____
(MANDATORY) CONTRACTOR
REMARKS: _____

Return this form to: awitt@passero.com

TBD AT TIME OF
CONTRACT /
CONSTRUCTION

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 3) The Bidder represents that it is (X) is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 4) The Bidder represents that it is (X) is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

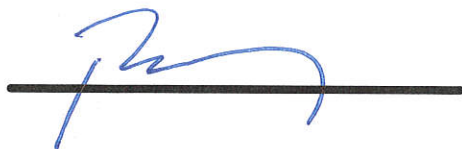
If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Owner has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Signature: _____



CERTIFICATION OF BIDDER REGARDING DEBARMENT

By submitting a bid under this solicitation, the bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

By submitting a bid under this solicitation, the bidder understands and agrees to do the following:

The successful bidder, by administering each lower tier subcontract that is expected to equal or exceed \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

[Note: AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.]

Signature: _____



SUBCONTRACTORS AND SUPPLIERS

Bidders shall submit general work sections expected to be subcontracted at time of bid. Low bidder shall submit expected subcontractor and supplier list within 48 hours after bid opening.

SUBCONTRACTOR AND SUPPLIER	SERVICE OR MATERIAL PROVIDED
1. <u>CHARLES PEELER CONST.</u>	<u>SITE WORK</u>
2. <u>DEAN BLDGS</u>	<u>PEMB</u>
3. <u>HIGHER POWER</u>	<u>HANGAR DOOR</u>
4. <u>BARRS PLUMBING</u>	<u>PLUMBING</u>
5. <u>JONESVILLE ELEC.</u>	<u>ELECTRICAL</u>
6. <u>TRINITY ELEC.</u>	<u>TAXI LANE LIGHTING</u>
7. <u>CT MECH.</u>	<u>HVAC</u>
8. _____	_____
9. _____	_____
10. _____	_____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

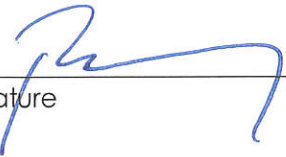
CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder/offeror certifies, by submission, of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/proposer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That, the information above is true and complete to the best of my knowledge.

M. Todd Gray, President

Name and Title (Please Print)


Signature

3.27.2025
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

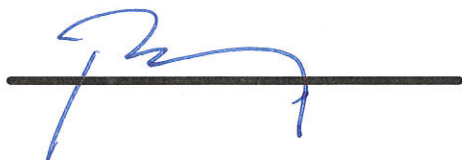
FLORIDA'S PUBLIC RECORDS LAW

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

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

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

Signature: _____



HUMAN TRAFFICKING AFFIDAVIT - S.787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared M. Todd Gray, whom after being duly sworn, deposes and states: (Affiant)

1. My name is M. Todd Gray and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Gray Construction Services, Inc. a non-governmental entity. I am authorized to provide this affidavit on behalf of Gray Construction Services, Inc.

3. The non-governmental entity Gray Construction Services, Inc. does not use coercion for labor or services as defined in s.787.06, Florida Statutes.

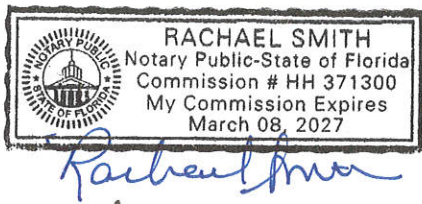
FURTHER AFFIANT SAYETH NOT.

March 27, 2025


(Affiant)

STATE OF FLORIDA COUNTY OF COLUMBIA

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 27th day of March, 2025, by M. Todd Gray.
(Affiant)



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions in this section must be answered. The data provided must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he / she desires in response to each question.

The Sponsor reserves the right to reject any bid proposal that is not supported by documented qualifications and recent, relevant, successful project experience from the bidder, bidder's principal, bidder's project manager, bidder's construction superintendent or other related factor listed within this section.

1. Name of Bidder: Gray Construction Services, Inc.
2. Permanent office address: 222 West Wade Street Trenton, FL 32693
3. Years at permanent office address: 19 years
4. What is the general character of work performed by your company: Construction Management
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 24 years
6. Are you licensed to do business as a contractor in Florida for this project?
☒ Yes ☐ No
7. Has your contractor's license been revoked at any time in the last five years?
☐ Yes ☒ No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in-default or terminated (in any way) by the project owner within the last five years?
☐ Yes ☒ No
9. At the time of submitting this form, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or perform as a subcontractor on any such public works contract?
☐ Yes ☒ No
10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☒ No

11. In the past five years, have you ever failed to complete any work awarded to you?
- ☐ Yes ☒ No
12. In the past five years, have you ever been terminated by the Owner of a project?
- ☐ Yes ☒ No
13. In the last five years has your firm been assessed and paid liquidated damages prior to or after completion of the project under a construction contract with either a public or private owner?
- ☐ Yes ☒ No
14. In the last five years has your firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason?
- ☐ Yes ☒ No
15. In the past five years **has any claim against your firm** concerning your firm's work on a construction project **been filed in court or arbitration?**
- ☐ Yes ☒ No
16. In the past five years **has your firm filed any claim** against a project owner or consultant concerning work on a project or payment for a contract **and filed that claim in court or arbitration?**
- ☐ Yes ☒ No
17. In the last five years, have you sued an Owner of a project?
- ☐ Yes ☒ No
18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project?
- ☐ Yes ☒ No
19. Identify and list all administrative, arbitration, or litigation actions, terminations, construction claims or the like (cumulatively referred to as "claims") related to issues arising from any construction contract performed within the past five (5) years for which the Bidder or its team members was a party. For each claim, identify the project, the parties to the claim, the court or jurisdiction (if applicable), the initiator of the claim and the final resolution, or if not resolved the status (attach additional sheets as needed).

N/A

20. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed:
1. Scope (size, type of construction, dollar-value) of the projects:
 2. Client's name, titles, and telephone numbers:
 3. Dates of Completion:
21. Experience for Bidder (Principal / Owner responsible for this project): Relevant and recent experience in similar work by the Bidder's Principal / Owner (responsible for this project) is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years:
1. Scope (size, type of construction, dollar-value) of the projects:
 2. Client's name, title, and telephone numbers:
 3. Dates of Completion:
22. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years:
1. Scope (size, type of construction, dollar-value) of the projects:
 2. Client's name, title, and telephone numbers:
 3. Dates of Completion:
23. Experience for Bidder (Project Manager): Relevant and recent experience in similar work is by the Bidder's Project Manager is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years:
1. Scope (size, type of construction, dollar-value) of the projects:
 2. Client's name, title, and telephone numbers:
 3. Dates of Completion:
24. Experience for Bidder (Construction Superintendent): Relevant and recent experience in similar work by the Bidder's Construction Superintendent is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years:
1. Scope (size, type of construction, dollar-value) of the projects:
 2. Client's name, title, and telephone numbers:
 3. Dates of Completion:

25. A. Experience for Major Subcontractor (Any subcontractor that is completing more than 10% of the work): Relevant and recent experience in similar work by any subcontractor that is completing more than 10% of the work is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

26. Primary Bank Reference: Seacoast Bank
Scott Guthrie, EVP North Central Florida
(352) 268-9450 | scott.guthrie@seacoastbank.com

27. Bonding Capacity: Provide documentation from your surety identifying the following:
Name of bonding company / surety: Guignard Company
Name of surety agent: Bryce Guignard
Address: 1904 Boothe Circle
Longwood, FL 32750
Phone: (407) 834-0022

28. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner?

☒ Yes ☐ No

SIGNATURES ON NEXT PAGE



Bidder Experience

Project Name	Size	Type	Value	Client	Completion	Personnel
Sheltair Hangar	19,800 SF	PEMB New	\$1.58M	Sheltair Ocala, LLC John Sobol (954) 444-7802	01/21	Todd Gray, Principal Joe White, Pre-con Director Jim Batts, PM Lauch McInnis, Super
Trenton FBC Multi-purpose Building	8,440 SF	PEMB New	\$2.1M	First Baptist Church of Trenton Keith McConnell (352) 463-2038	01/24	Todd Gray, Principal Joe White, Pre-con Director Mark Abrizenski, PM Jeff McGalliard, Super
Blackflag Metalsmith	15,000 SF	PEMB New	\$1.4M	Blackflag Metalsmith Christ Privette (352) 559-6562	01/22	Todd Gray, Principal Joe White, Pre-con Director Mark Abrizenski, PM Jeff McGalliard, Super
Masters Lawn Care	2,000 SF	PEMB New	\$1M	Thompson Property 11417 Rusty Thompson (352) 559-9796	08/23	Todd Gray, Principal Joe White, Pre-con Director Mark Abrizenski, PM Phillip Cothron, Super
Keystone Field Building Office	4,500 SF	New	\$1.24M	Keystone Heights Airpark David Kirkland (352) 745-0963	11/19	Todd Gray, Principal Joe White, Pre-con Director Jim Batts, PM Lauch McInnis, Super



GENERAL CONTRACTORS • CONSTRUCTION MANAGERS

222 West Wade Street, Trenton, Florida 32693
 352-463-3939 • Fax: 352-463-8098 • FL CGC #062854
www.gray-construction.com



The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 12:30 P.M., this 27th day of MARCH, 2025.

GRAY CONSTRUCTION By: [Signature]
SERVICES, INC.

(Contractor)

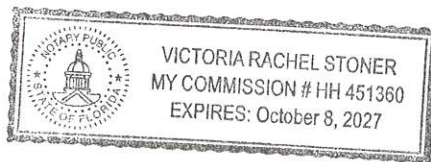
Gray Construction Services, Inc.

Title: President

M. Todd Gray, being duly sworn deposes and says that he/she is
President of Gray Construction Services, Inc. and that the

answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 27 day of March, 2025



[Signature]

NOTARY'S SIGNATURE

Victoria Stoner

NOTARY'S NAME PRINTED

NOTARY PUBLIC, STATE OF Florida

MY COMMISSION EXPIRES:

October 8th, 2027

CITY OF LAKE CITY



E-VERIFY STATEMENT

Bid/Proposal Number: City Bid No. ITB # 009-2025

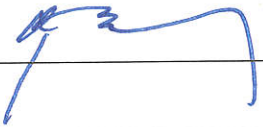
Project Description: North Development Hangar & Taxilanes

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Gray Construction Services, Inc.

Authorized Signature: 

Title: President

Date: 3.27.2025

END OF SECTION

**BIDDERS BID-SUBMISSION CHECKLIST FOR
NORTH DEVELOPMENT HANGAR & TAXILANES**

Bidder Read and Understands Advertisement and Requirements	<input checked="" type="checkbox"/>
Bidder is Licensed to Work in Florida	<input checked="" type="checkbox"/>
Bid Forms Completed and Calculated Correctly	<input checked="" type="checkbox"/>
Bidder Completed Bid Guarantee Form	<input checked="" type="checkbox"/>
Bidder Attached Certified Check or Bid Bond for 5% Proposal Guaranty	<input checked="" type="checkbox"/>
Completed Non-Collusion Bidding Certification	<input checked="" type="checkbox"/>
Completed EEO Participation & Compliance Report Statements	<input checked="" type="checkbox"/>
Bidder Read and Understands Notice for Requirement for Affirmative Action to Ensure Equal Employment Opportunity	<input checked="" type="checkbox"/>
Completed Statement of Surety's Intent	<input checked="" type="checkbox"/>
Completed Addenda Receipt Form	<input checked="" type="checkbox"/>
Completed Conflict of Interest Statement	<input checked="" type="checkbox"/>
Completed Drug-Free Workplace Certificate	<input checked="" type="checkbox"/>
Completed Certification Regarding Lobbying	<input checked="" type="checkbox"/>
Completed Certification of Buy American Compliance	<input checked="" type="checkbox"/>
Completed Trade Restriction Certification	<input checked="" type="checkbox"/>
Completed Certification of Non-Segregated Facilities Form	<input checked="" type="checkbox"/>
Completed Statement of Public Entity Crime	<input checked="" type="checkbox"/>
Completed Certification of Bidder's Tax Delinquency & Felony Convictions	<input checked="" type="checkbox"/>
Bidder Read and Understands Owner's DBE Policy Statement and Bidder's Condition of Bid Responsiveness / Responsibility Requirements	<input checked="" type="checkbox"/>
Completed DBE Form 1 – Bidder's DBE Utilization Commitment	<input checked="" type="checkbox"/>
Completed DBE Form 2 – Bidder's DBE Assurances	<input checked="" type="checkbox"/>
Completed DBE Form 3 – Bidder's Intent to Utilize a Certified DBE	<input checked="" type="checkbox"/>
Bidder Read and Understands Certification of Bidder Regarding Debarment/ Certification of Lower Tier Contractors Regarding Debarment	<input checked="" type="checkbox"/>
Completed Subcontractors and Suppliers Form	<input checked="" type="checkbox"/>
Contractors Certificate of Eligibility	<input checked="" type="checkbox"/>
Understands Florida's Public Records Law	<input checked="" type="checkbox"/>
Completed Human Trafficking Affidavit	<input checked="" type="checkbox"/>
Completed Statement of Bidder's Qualifications Form	<input checked="" type="checkbox"/>
Completed E-verify Statement Form	<input checked="" type="checkbox"/>

IN WITNESS WHEREOF,
BIDDER has hereunto executed this FORM this 27th day of MARCH, 2025.

M. Todd Gray

(Name of BIDDER)


(Signature of person signing this BID FORM)



April 22, 2025

Ms. Jennifer Ganley, Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

Dear Ms. Ganley:

Subject: Lake City Gateway Airport (LCQ), Lake City, Florida
FY 2025 Bipartisan Infrastructure Law Application – (Development)

In accordance with the Airport Improvement Program established by the City of Lake City in our Capital Improvement Plan (CIP), enclosed please find our FY 2025 BIL Grant Application for the following project:

North Taxilane Site Development (Construct)

The following items are enclosed for the above project in the grant application:

- ✓ Grant Application Documents Checklist
- ✓ Standard Form 424, Form 5100-100 (Part II and III)
- ✓ Detailed Project Information Sheet
- ✓ Individual Project Cost Breakdown and Total Cost Summary
- ✓ Recommendation of Award -Gray Construction
- ✓ Consultant Agreement – Construction Administration (WO 25-31R)
- ✓ Project Sketch
- ✓ Environmental Determination Documentation (Categorical Exclusion Short Form)
- ✓ Project Schedule
- ✓ Six (6) Airport Sponsor AIP Certifications
- ✓ Exhibit “A” Airport Property Inventory Map
- ✓ Exhibit “C” Title Opinion Certificate (FAA Southern Region Form)

Currently, we are requesting \$474,718 of BIL funds for the construction of 89 LF of a 176 LF Taxiway. Other project elements will be funded through a separate AIP application. Please let me know if you have any questions or comments.

Sincerely,

Ed Bunnell

Edward Bunnell
Airport Director

cc: Christina Nelson, FDOT District 2 Aviation Program Manager
Leona Lewis, P.E., Passero Associates

Federal Assistance Request Checklist

Airport:	Lake City Gateway Airport (LCQ)
Sponsor:	City of Lake City
City, State:	Lake City, Florida
Date of Application:	April 2025
Type of Application:	FY 2025 BIL Grant Application - Construct

Cover Letter:

- ☒ 1. Letter of Credit method of payment requested.
- ☐ 2. Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
- ☐ 3. If pre-application, proposed application date identified.
- ☐ 4. If application, any changes to requested amount are identified and reasons provided.
- ☐ 5. If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
- ☐ 6. If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Pre Application:

- ☐ 7. Standard Form 424; Form 5100-100 (Part II and Part III)
- ☐ 8. Detailed Project Information Sheet
- ☐ 9. Project Cost Estimates – One for each project and a summary
- ☐ 10. Project Sketch – One for each or one drawing with all projects
- ☐ 11. Environmental Determination Documentation for each project (CATEX Checklist, Copy of FONSI or ROD Signature Page)
- ☐ 12. Individual Project Schedules
- ☐ 13. Airport Sponsor AIP Certifications
- ☐ 14. Exhibit "A" (Airport Property Inventory Map)
- ☐ 15. Exhibit "C" (Title Opinion)

Application:

- ☒ 13. Standard Form 424; Form 5100-101 (Part II); Form 5100-101 (Part III)
- ☒ 14. Detailed Project Information Sheet
- ☒ 15. Individual Project Cost Breakdowns and Total Cost Summary
- ☒ 16. Bid Tabulations and Recommendation for Award Letter or:
 - ☒ 16.1 Construction Agreement
 - ☒ 16.2 Consultant-Inspection Agreement
 - ☐ 16.3 Consultant – Design Agreement
 - ☐ 16.4 Consultant – Planning Agreement
- ☒ 17. Project Sketch – One for each or one drawing with all projects
- ☒ 18. Environmental Determination Documentation for each project
- ☒ 19. Individual Project Schedules
- ☐ 20. Appraisals (Land Acquisition Projects)
- ☐ 21. Independent Cost Estimates (Design-Only Projects or Construction Phase Services)
- ☒ 22. Airport Sponsor AIP Certifications
- ☒ 23. Exhibit "A" (Airport Property Inventory Map)
- ☒ 24. Exhibit "C" (Title Opinion)

Standard Form 424

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☐ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

LCQ

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Lake City

*b. Employer/Taxpayer Identification Number (EIN/TIN):
59-6000317

*c. UEI:
GSPXME95JAG9

d. Address:

*Street 1: 205 N. Marion Avenue
Street 2:
*City: Lake City
County/Parish:
*State: FL
*Province: Columbia
*Country: USA: United States
*Zip / Postal Code 32055-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Noah
Middle Name:
*Last Name: Walker
Suffix:

Title: Mayor

Organizational Affiliation:
N/A

*Telephone Number: 352-719-57556

Fax Number:

*Email: walkern@lcfla.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

North Taxiway Site Development (Construct)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 5

*b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 06/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 474,718
*b. Applicant	
*c. State	\$ 24,985
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$ 499,703

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Noah

Middle Name:

*Last Name: Walker

Suffix:

*Title: Mayor

*Telephone Number: 386-719-5756

Fax Number:

* Email: walkern@lcfcla.com

*Signature of Authorized Representative:

*Date Signed:

538

Standard Form 5100-100 (Part II & III)

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Yes

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

True

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

True

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

True

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			98,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			401,702
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 499,703
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			499,703
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 499,703
19. Federal Share requested of Line 18			474,718
20. Grantee share			
21. Other shares			24,985
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 499,703

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 0

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	24,985
b. Other	
c. TOTAL - Other Shares	\$ 24,985
26. TOTAL NON-FEDERAL FINANCING	

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

Detailed Project Information Sheet

**Lake City Gateway Airport (LCQ)
Airport Improvement Program
FY 2025 BIL AIG Grant Application**

Detailed Project Information

Airport: Lake City Gateway Airport (LCQ)

City, State: Lake City, Florida

Project Title: North Taxilane Site Development (Construction)

Project Description: Lake City Gateway Airport requests \$474,718.00 of BIL funds for the construction of 89 LF of a 176 LF Taxiway. The price per LF of Taxiway includes the construction cost of the project (site work, electrical, drainage, including soft costs, etc.). Other project elements include RPR services and other related building and site work (parking lot, building, apron, utilities, drainage, signage, paint markings, etc.). The remaining 87 LF of taxiway will be AIP funded through a separate application.

Project Justification: This project supports the Airport's ongoing revenue generating initiatives. There is currently a waiting list for hangar space. The taxilane will provide access to the Hangar development area.

Special Circumstances: None.

Project Cost Information:

Total Cost (100%)	FAA Share (95%)	State (5%)	Local (0%)
\$499,703.00	\$474,718.00	\$24,985.00	\$0.00

Type of Funding Proposed (FAA Share Only)			
<u>Fund Type</u>	<u>Funds Available</u>	<u>Funds to be Used</u>	<u>Funds Remaining</u>
BIL FY-2022	\$169,000.00	\$169,000.00	\$0.00
BIL FY-2023	\$292,000.00	\$292,000.00	\$0.00
BIL FY-2024	\$294,000.00	\$13,718.00	\$280,282.00
BIL FY-2025	\$290,000.00	\$0.00	\$290,000.00
Total	1,045,000.00	\$474,718.00	\$570,282.00

Alternate Funding Plan: None.

Individual Project Cost Breakdown and Total Cost Summary

**Lake City Gateway Airport (LCQ)
Airport Improvement Program
FY 2025 BIL Grant Application**

Project Costs

Project Title: North Taxilane Site Development (Construct)

	<u>Cost (100%)</u>	<u>FAA (95%)</u>
Construction:	\$401,702.00	\$381,618.00
Professional Consultant Services:		
Construction Administrative Services:	\$80,742.00	\$76,705.00
Material Testing:	\$17,258.00	\$16,395.00
Total Amount	\$499,703.00	\$474,718.00
Total Estimated Project Cost (100%)	\$499,703.00	
Total FAA Share Cost (95%)		\$474,718.00

Recommendation of Award

Gray Construction

April 7, 2025

Attn: Edward Bunnell, Airport Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

**Re: Recommendation of Award, N. Development Hangar & Taxilanes
Lake City Gateway Airport, PA Project Number 24000010.0032**

Dear Mr. Bunnell:

On Monday, March 31, 2025, the City of Lake City received one (1) bid via OPENGOV.com for the North Development Hangar and Taxilanes project at the Lake City Gateway Airport (LCQ). The bid was received by Ms. Brenda Karr, Procurement Director for the City of Lake City. The City of Lake City and Passero Associates exercised due diligence in notifying as many potential bidders as possible.

1. Passero and the City emailed the bid advertisement directly to known general contractors, electrical contractors, and suppliers.
2. Passero and the City Emailed Plan Houses (Blue Book, Construct Connect, Dodge Plan Room, Construction Journal and Mid-State Builders Exchange) Advertisement to Bid for their database and distribution.
3. Passero and the City held a pre-bid meeting followed by a site visit at LCQ on Wednesday, March 5, 2025, which was well attended.

Passero Associates has reviewed the bid submitted by Gray Construction Services, Inc. A Bid Tabulation showing a summary of the bid received alongside the Engineer's Estimate of Probable Construction Cost is enclosed for your review. Passero considers the bid unit prices values to be fair and reasonable.

Gray Construction Services, Inc. committed to meeting the 6.67% DBE participation goal but was unable to secure firms. Requests for bids were sent to DBE firms on March 3rd and March 14th; however, no responses were received. Despite this, Gray Construction made a Good Faith Effort to include DBE firms in the project and has Good Faith Effort documentation.

Based on the bid received, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. of Trenton, FL in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50).

Passero Associates performed a review of Gray Construction Services, Inc. responsibility by researching the following:

- A detailed analysis of the proposal submitted by Gray Construction Services, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.

- Gray Construction Services, Inc. is a licensed Certified General Contractor CGC062854 in the State of Florida. (Expires 8/31/2026)
- Gray Construction Services, Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Gray Construction Services, Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- Gray Construction Services, Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- Gray Construction Services, Inc. has been licensed with the State of Florida since March 25, 2009, and has successful experience with similar projects.

In summary, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50) contingent upon FAA and FDOT funding.

A copy of the Gray Construction Services, Inc. Construction Agreement and Notice of Award are enclosed for your use and review.

Passero has enclosed for your consideration and approval, the Passero Associates, LLC Work Order 25-31R for Construction Administration, Construction Observation and Quality Assurance Materials Testing in the amount of ninety-eight thousand dollars and zero cents. (\$98,000.00)

If you have any questions or require additional information, please contact me.

Sincerely,

Leona Lewis, P.E.
Project Manager

enc: Bid Tabulation
Construction Agreement & Notice of Award
PA Work Order 25-31R

cc: Brenda Karr, Lake City Director of Procurement
Christina Nelson, FDOT District 2 Aviation Administrator

Bid Tabulation
North Taxilane and Hangar
Lake City Gateway Airport (LCQ)
PA PN 20070044.0031&.0032



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	Engineer's Opinion		Gray Construction Services, Inc.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
SCHEDULE I: 100% FDOT FUNDED HANGAR, APRON, PARKING LOT, AND UTILITIES							
FDOT 428	Potable Water Service Installation, Complete (Including All Pipes, Fittings, Valves, Meters, Backflow, Testing, Casing, Accessories, Trenching, and Backfill)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 22,250.00	\$ 22,250.00
FDOT 429	Sanitary Sewer, Complete (Including All Pipes, Doghouse Manholes, Fittings, Testing, Casings, Accessories, Backfill, and Trenching)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 54,750.00	\$ 54,750.00
FDOT 521	Concrete Parking Bumper	9	EA	\$ 130.00	\$ 1,170.00	\$ 78.00	\$ 702.00
FDOT 522	Concrete Sidewalk	105	SY	\$ 70.00	\$ 7,350.00	\$ 92.00	\$ 9,660.00
FDOT 700	Parking Lot Signage	1	EA	\$ 750.00	\$ 750.00	\$ 2,800.00	\$ 2,800.00
FDOT 710	Parking Lot Markings	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$ 86,927.50	\$ 86,927.50	\$ 20,500.00	\$ 20,500.00
P-211-5.1	Limerock Base Course (6-Inch)	820	SY	\$ 30.00	\$ 24,600.00	\$ 28.50	\$ 23,370.00
P-211-5.2	Limerock Base Course (4-Inch)	130	SY	\$ 30.00	\$ 3,900.00	\$ 28.50	\$ 3,705.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	90	TON	\$ 225.00	\$ 20,250.00	\$ 200.00	\$ 18,000.00
P-409-4.1	12.5mm, Fine Mix, Traffic Level C Roadway Asphalt (2-Inch)	70	TON	\$ 200.00	\$ 14,000.00	\$ 200.00	\$ 14,000.00
P-501-8.1	Concrete Pavement (6-Inch)	121	SY	\$ 165.00	\$ 19,965.00	\$ 33.00	\$ 3,993.00
P-602-5.1	Emulsified Asphalt Prime Coat	240	GAL	\$ 11.00	\$ 2,640.00	\$ 23.00	\$ 5,520.00
P-603-5.1	Emulsified Asphalt Tack Coat	40	GAL	\$ 5.00	\$ 200.00	\$ 28.00	\$ 1,120.00
P-620-5.1	Temporary Taxilane Marking, Yellow, Non-Reflective	25	SF	\$ 3.00	\$ 75.00	\$ 3.50	\$ 87.50
P-620-5.2	Permanent Taxilane Marking, Yellow, Reflective	25	SF	\$ 5.00	\$ 125.00	\$ 22.00	\$ 550.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-Reflective	50	SF	\$ 5.00	\$ 250.00	\$ 6.50	\$ 325.00
PLANS	Waterline and Hose Bibb Removal, Complete	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 450.00	\$ 450.00
PLANS	Site Electrical (Including Demolition and Electrical Conduits, Wires, Junction Box, All Misc.), Complete	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
B-01	Corporate Hangar, Complete	1	LS	\$ 720,000.00	\$ 720,000.00	\$ 698,403.00	\$ 698,403.00
SCHEDULE I SUBTOTAL:					\$ 956,202.50		\$ 889,985.50
SCHEDULE II: 90% FAA FUNDED, 10% FDOT FUNDED TAXILANE, DRAINAGE, AND ASSOCIATED SITE WORK							
C-102-5.1	Temporary Soil Erosion and Siltation Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 72,940.00	\$ 72,940.00
C-103-8.1	Project Survey, Stakeout, and Record Drawings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$ 63,741.55	\$ 63,741.55	\$ 40,000.00	\$ 40,000.00
C-107-4.1	Maintenance of Traffic and Airfield Safety	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 35,000.00	\$ 35,000.00
P-101-5.1	Remove Existing Full Depth Asphalt Pavement	1,632	SY	\$ 30.00	\$ 48,960.00	\$ 2.50	\$ 4,080.00
P-101-5.2	Remove Existing Full Depth Concrete Pavement	21	SY	\$ 75.00	\$ 1,575.00	\$ 12.00	\$ 252.00
P-101-5.3	Remove Existing Gravel Pavement	1,250	SY	\$ 20.00	\$ 25,000.00	\$ 3.00	\$ 3,750.00
P-101-5.4	Remove Existing Fence	1,350	LF	\$ 30.00	\$ 40,500.00	\$ 2.00	\$ 2,700.00
P-101-5.5	Remove Existing Gate	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 200.00
P-101-5.6	Remove Existing Inlet	4	EA	\$ 2,800.00	\$ 11,200.00	\$ 300.00	\$ 1,200.00
P-101-5.7	Remove Existing Pavement Marking	109	SF	\$ 1.00	\$ 109.00	\$ 15.00	\$ 1,635.00
P-101-5.8	Remove Existing Outlet Structure (MES, Headwall, etc.)	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 350.00	\$ 1,400.00
P-101-5.9	Remove Existing 8-Inch PVC Storm Pipe	21	LF	\$ 55.00	\$ 1,155.00	\$ 3.00	\$ 63.00
P-101-5.10	Remove Existing 10-Inch PVC Storm Pipe	137	LF	\$ 55.00	\$ 7,535.00	\$ 4.00	\$ 548.00
P-101-5.11	Remove Existing 12-Inch PVC Storm Pipe	67	LF	\$ 55.00	\$ 3,685.00	\$ 6.00	\$ 402.00
P-101-5.12	Remove Existing 12-Inch RCP Storm Pipe	82	LF	\$ 65.00	\$ 5,330.00	\$ 5.00	\$ 410.00
P-101-5.13	Remove Existing 15-Inch RCP Storm Pipe	132	LF	\$ 70.00	\$ 9,240.00	\$ 6.00	\$ 792.00
P-101-5.14	Remove Existing 12-Inch CMP Storm Pipe	82	LF	\$ 60.00	\$ 4,920.00	\$ 2.50	\$ 205.00
P-151-4.1	Clearing and Grubbing	1	AC	\$ 12,200.00	\$ 12,200.00	\$ 32,000.00	\$ 32,000.00
P-152-4.1	Embankment in Place (Offsite Borrow)	950	CY	\$ 18.00	\$ 17,100.00	\$ 18.00	\$ 17,100.00
P-152-4.2	Embankment in Place (On-Site Borrow)	4,300	CY	\$ 10.00	\$ 43,000.00	\$ 14.00	\$ 60,200.00
P-152-4.3	Unsuitable Excavation	125	CY	\$ 50.00	\$ 6,250.00	\$ 20.00	\$ 2,500.00
P-152-4.4	Geogrid	250	SY	\$ 15.00	\$ 3,750.00	\$ 26.00	\$ 6,500.00
P-211-5.1	Limerock Base Course (6-Inch)	1,320	SY	\$ 30.00	\$ 39,600.00	\$ 28.50	\$ 37,620.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	350	TON	\$ 225.00	\$ 78,750.00	\$ 200.00	\$ 70,000.00
P-602-5.1	Emulsified Asphalt Prime Coat	390	GAL	\$ 11.00	\$ 4,290.00	\$ 23.00	\$ 8,970.00
P-603-5.1	Emulsified Asphalt Tack Coat	130	GAL	\$ 5.00	\$ 650.00	\$ 28.00	\$ 3,640.00
P-620-5.1	Temporary Taxilane Marking, Yellow, Non-Reflective	238	SF	\$ 3.00	\$ 714.00	\$ 3.50	\$ 833.00
P-620-5.2	Permanent Taxilane Marking, Yellow, Reflective	238	SF	\$ 5.00	\$ 1,190.00	\$ 22.00	\$ 5,236.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-reflective	476	SF	\$ 5.00	\$ 2,380.00	\$ 6.50	\$ 3,094.00
D-701-5.1	8-Inch Dia. PVC Sch. 40 Storm Pipe	224	LF	\$ 50.00	\$ 11,200.00	\$ 23.00	\$ 5,152.00
D-701-5.2	12-Inch Dia. PVC Sch. 40 Storm Pipe	189	LF	\$ 60.00	\$ 11,340.00	\$ 28.00	\$ 5,292.00
D-701-5.3	24-Inch RCP (Class V) Storm Pipe	338	LF	\$ 180.00	\$ 60,840.00	\$ 147.00	\$ 49,686.00

D-701-5.4	Connect to Roof Drain Downspout	4	EA	\$ 750.00	\$ 3,000.00	\$ 250.00	\$ 1,000.00
D-751-5.1	24-Inch Square Yard Inlet	2	EA	\$ 2,250.00	\$ 4,500.00	\$ 2,800.00	\$ 5,600.00
D-751-5.2	FDOT Type E Inlet	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 6,650.00	\$ 13,300.00
D-751-5.3	Storm Sewer Cleanout	4	EA	\$ 820.00	\$ 3,280.00	\$ 400.00	\$ 1,600.00
D-751-5.4	Pond Riser Structure	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00
D-752-5.1	12-Inch Flared End Section	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
D-752-5.2	24-Inch Flared End Section	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 3,200.00	\$ 3,200.00
D-752-5.3	12-Inch Dual Modified FDOT Mitered End Section, Index 272	2	EA	\$ 2,700.00	\$ 5,400.00	\$ 3,600.00	\$ 7,200.00
T-901-5.1	Permanent Seeding	4	AC	\$ 4,250.00	\$ 17,000.00	\$ 3,500.00	\$ 14,000.00
T-904-5.1	Sodding	2,390	SY	\$ 15.00	\$ 35,850.00	\$ 14.50	\$ 34,655.00
T-905-5.1	Topsoil Stripping (On-Site Stripping and Final Placement)	1,810	CY	\$ 11.00	\$ 19,910.00	\$ 8.50	\$ 15,385.00
T-908-5.1	Mulching	4	AC	\$ 1,500.00	\$ 6,000.00	\$ 4,200.00	\$ 16,800.00
L-108-5.1	Proposed Cable, Conduit, and Counterpoise for Taxilane Edge Lights	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 7,000.00	\$ 7,000.00
L-108-5.2	Remove Existing Taxilane Electrical Cable, Including Conduit	265	LF	\$ 2.50	\$ 662.50	\$ 12.80	\$ 3,392.00
L-108-5.3	Remove Existing Taxilane Electrical Counterpoise	140	LF	\$ 2.50	\$ 350.00	\$ 15.00	\$ 2,100.00
L-108-5.4	Splice Proposed Airfield Cable to Existing Airfield Cable	1	EA	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
L-125-5.1	Remove Existing Taxilane Edge Light Fixture and Base Can	3	EA	\$ 250.00	\$ 750.00	\$ 1,480.00	\$ 4,440.00
L-125-5.2	Remove Existing Base Can and Relocate Existing Taxilane Edge Light Fixture	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00
L-125-5.3	Remove Existing Taxilane Edge Light Fixture Only (Existing Base Can to Remain)	1	EA	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00
PLANS	Gas Line Relocation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
PLANS	Telecommunication Line Removal	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
SCHEDULE II SUBTOTAL:				\$ 704,157.05			\$ 641,472.00
TOTAL				\$ 1,660,359.55			\$ 1,531,457.50

CONSTRUCTION AGREEMENT

THIS AGREEMENT, in four (4) duplicate originals, made and entered into this ____ day of _____, 20__, by and between the City of LAKE CITY, Party of the First Part, and Gray Construction Services Inc. of Trenton, Florida of Gilchrist County of State of hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:

NORTH DEVELOPMENT HANGAR & TAXILANES

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

One million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50)

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; Special Conditions; FAA AC 150/5370-2F; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions

or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto: N/A

Article 7. Insurance The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured **the City of Lake City**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 8. As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 9. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the

contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

Article 10. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in Columbia County, Florida.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (4) copies, the day and year first above written.

SIGNATURES ON NEXT PAGE

City of Lake City

By: _____

Name, Title

Date

ATTEST

By: _____

Name, Title

Date

Add-Ons or Substitutions.

Gray Construction Services, Inc.

By: _____

Name Title

Date

ATTEST

By: _____

Name, Title

Date

PERFORMANCE BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PAYMENT BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Gray Construction Services, Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

NORTH DEVELOPMENT HANGAR & TAXILANES

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092

The project consists of the Proposal, dated February 25, 2025, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents

(Amount in Written Words)

(\$1,531,457.50)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **two hundred forty (240) calendar days (210 calendar days for Phase 1, 30 calendar days for Phase II)** after that specified date unless otherwise subsequently agreed.

OWNER:

By: City of Lake City, Florida
Name

Signature

Printed Name

Title

Acknowledgement of Receipt of Contract Award by Contractor:

Gray Construction Services, Inc.
Name

Signature

Printed Name

Title

Date

Consultant Agreement: Work Order 25-31R

City of Lake City, Florida



Lake City Gateway Airport (LCQ)

North Taxilane **(Construction Phase)**

**Construction Administration, Periodic Construction
Monitoring/Observation, QA Materials Testing, and
Grants Administration Assistance**

by
Passero Associates, LLC
(Passero Project No. 20070044.031R)

Supplemental Agreement 25-31R

North Taxilane (Construction Phase)

Construction Administration, Periodic Construction Monitoring/Observation, Quality Assurance, Materials Testing, and Grants Administration Assistance

Lake City Gateway Airport, FL

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Professional Services Agreement with the City of Lake City (Owner or "Client") for Engineering and Consulting Services dated October 1, 2022, all of which terms and conditions are incorporated herein by reference.

Project Location: Lake City Gateway Airport, Lake City, Florida.

Project Description: This Project shall consist of the construction of a new Taxilane with associated site work (FAA Funded) to serve a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

Scope of Basic Services: Construction Administration, Periodic Construction Monitoring / Observation, QA Materials Testing, and Grants Administration Assistance (see Attachment A: Scope of Work).

Scope of Special Services: Materials Testing (see Attachment A: Scope of Work).

Client Manager: Mr. Don Rosenthal, City Manager

Airport Manager: Mr. Ed Bunnell

PA Program Manager: Mr. Brad Wentz

PA Project Managers: Ms. Leona Lewis

<u>Basic Services Compensation and Method of Payment:</u>	Not-to-Exceed	\$ 80,742.00
<u>Special Services Compensation and Method of Payment:</u>	Not-to-Exceed	\$ 17,258.00
<u>Total Project Cost:</u>	Not-to-Exceed	\$ 98,000.00

Schedule: To be determined as soon as Notice-To-Proceed is issued.

Meetings: Pre-construction and progress meetings; substantial and final completion.

Deliverables:

1. Project management and coordination services.
2. Periodic Construction Monitoring/Observation services.
3. Quality Assurance and Material testing services.
4. Project closeout, including documentation for the FDOT.

"Consultant" – Passero Associates, LLC

"Client" – City of Lake City, Florida

BY: _____
Bradley Wentz, Vice President

BY: _____
Noah Walker, Mayor

ATTEST BY: _____
Angela Witt, Grants/Contracts Admin.

ATTEST BY: _____
Audrey Skyes, City Clerk

Date: _____

Date: _____

ATTACHMENT A: Scope of Work
North Taxilane (Construction Phase)
Lake City Gateway Airport, Florida

I. Project Description

Passero Associates, LLC (Consultant) will provide construction administration, periodic construction monitoring / observation, Quality Assurance and Materials Testing, and grants administration assistance during the construction phase a new taxilane with associated site work (FAA Funded) to serve a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

II. Basic Services

Passero Associates (Consultant or Passero) will provide the following basic services to assist the City of Lake City (City or Client) with the construction phase of this project:

A. Construction / Contract Administration

In the Construction Administration Phase, the Consultant shall assist the City in administering the construction contract with the selected Contractor for compliance with applicable regulations, and as follows:

1. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at periodic construction coordination meetings and other meetings required during construction. Prepare, review, and distribute minutes of all meetings, if applicable.
2. Review, approve or take appropriate action on all contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
3. Review and take appropriate action on alternative construction methods proposed by the Contractor.
4. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
5. Interpret the requirements of the contract documents and advise the Contractor of these requirements on behalf of the City.
6. Participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FAA and FDOT, and the Contractor.

Periodic Construction Monitoring / Observation

Note: Periodic construction monitoring / observation is a field-based task that involves attendance at progress meetings and on-site observation of critical work items that are established and scheduled during weekly project meetings. The Consultant will not be present 100% of the time that the Contractor is present and working. The Consultant shall provide periodic on-site monitoring / observation of construction services as follows:

1. Maintain a project record in accordance with the requirements of the State of Florida Department of Transportation and Federal Aviation Administration.
2. Review documents and submissions by contractors pertaining to scheduling and advise the City as to their acceptability.
3. Observe the work to determine conformance to the contract documents and to ascertain the need for correction or rejection of the work.
4. Attend, conduct, and prepare minutes for pre-construction conference, pre-paving conference, periodic progress meetings, final inspection of the completed project, and any other special meetings, as needed or requested.
5. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the plans and specifications.
6. Interpret the contract plans and specifications and monitor the construction activities to maintain compliance with the intent of the design.
7. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.
8. Prepare and submit inspection reports of construction activity and problems encountered, as required by the City, the State of Florida Department of Transportation and FAA.
9. Prepare, review and approve periodic and final payments to Contractor.
10. Review Contractors final records, including as-built drawings, and all project closeout documents.

B. Grants Administration Assistance

Throughout the duration of this project, the Consultant will provide grants administration assistance to the City with the following items:

1. Attend and provide assistance to the City at the project's funding coordination meetings with the FDOT and FAA.
2. Assist in the preparation of reimbursement request packages; coordinate packages' execution by City and submissions to the FDOT and FAA.
3. Assist City in compiling and submitting necessary project closeout documents required by the FDOT and FAA.
4. Serve as liaison for the City with FDOT and FAA, as requested.

C. Clarification of Responsibility

The City acknowledges and confirms that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for this Project are limited to those specified in this Work Order executed by the City.

The City acknowledges and confirms that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.

The City confirms that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the monitoring / observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The City acknowledges and confirms that the Contractor is responsible for project site safety. Passero staff will not control, direct, or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date, a supplemental Work Order to extend Passero Associates' services may be required.

III. SPECIAL SERVICES

1. QA Materials Testing.
2. If other special services need to be provided by the Consultant to the City during this Project, the services must be agreed to by the Consultant and City; and performed by the Consultant only as approved by the City, in writing, prior to such services being rendered.

IV. Other

1. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero is not responsible for data that is not provided during this Agreement.

End of Scope of Work

CAL-TECH TESTING, INC.

March 31, 2025

Lake City Gateway Airport - North Taxilane Design

Lake City, Florida

QA Testing

DESCRIPTION OF SERVICES		UNIT	UNIT PRICE	ESTIMATED QUANTITY	COST
Laboratory Testing Services					
	Proctor w/Soil Classification	EA	\$180.00	3.0	\$540.00
	Base Proctor	EA	\$125.00	1.0	\$125.00
	Density Tests	EA	\$22.50	53.0	\$1,192.50
	Concrete Beams P-501	Per Set	\$125.00	2.0	\$250.00
				Sub-total	\$2,107.50
Field Testing & Inspection Services					
	Earthwork Technician	HR	\$70.00	55.0	\$3,850.00
	Concrete Technician	HR	\$75.00	8.0	\$600.00
	Asphalt Roadway QA	HR	\$75.00	60.0	\$4,500.00
	Asphalt Plant QA	HR	\$85.00	60.0	\$5,100.00
				Subtotal	\$14,050.00
Management / Administration Services					
	Clerical/Administration	HR	\$55.00	20.0	\$1,100.00
				Subtotal	\$1,100.00
					Total = \$17,257.50

Project Sketch

Environmental Determination Documentation

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

Airport: Lake City Gateway Airport LCQ Project Title: Taxilane and Infrastructure N. Hgr. Development

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.** Paragraphs 5-6.4(e)

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. A CATEX should not be used for a segment or an interdependent part of a larger proposed action. Include a summary of existing conditions at the Proposed Action site. Attach a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are NOT likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

Signature of Authorized Airport Representative

Date

FAA Determination (signature of Program Manager):

Categorically Excluded: AMY MARIE REED Digitally signed by AMY MARIE REED
Date: 2024.05.20 15:48:48 -04'00' Date: _____

Requires further environmental analysis: _____ Date: _____

Final 7-8-2016

Project Schedule

**Lake City Gateway Airport (LCQ)
Airport Improvement Program
FY 2024 BIL Grant Application**

Project Schedule

Project: North Taxiway Site Development (Design)

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Submittal of Project Grant Application to FAA	05/2025
Grant Offer Submitted to Sponsor	08/2025
Execution of FAA Grant	08/2025
Construction Kick Off	10/2025
Project Completion	04/2026
Grant Close-Out	06/2026

Sponsor Certifications to the FAA

Project Final Acceptance

Drug-Free Workplace

Equipment and Construction Contracts

Plans and Specifications

Selection of Consultants

Conflict of Interest

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construct 89 LF of a 176 LF Taxiway. Project includes (site work, electrical, drainage, including soft costs, etc.). Other project elements include RPR services and other related building and site work. See detailed project information sheet.

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this _____ day of _____, 2025 .

Name of Sponsor: Cityof Lake City

Name of Sponsor's Authorized Official: Noah Waker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construct 89 LF of a 176 LF Taxiway. Project includes (site work, electrical, drainage, including soft costs, etc.). Other project elements include RPR services and other related building and site work. See detailed project information sheet.

Application

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

Certification Statements

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

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Lake City Gateway Airport (LCQ)

Address: 3524 US-90, Lake City, FL 32055

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construct 89 LF of a 176 LF Taxiway. Project includes (site work, electrical, drainage, including soft costs, etc.). Other project elements include RPR services and other related building and site work. See detailed project information sheet.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

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

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construct 89 LF of a 176 LF Taxiway. Project includes (site work, electrical, drainage, including soft costs, etc.). Other project elements include RPR services and other related building and site work. See detailed project information sheet.

Application

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

Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☒ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construct 89 LF of a 176 LF Taxiway. Project includes (site work, electrical, drainage, including soft costs, etc.). Other project elements include RPR services and other related building and site work. See detailed project information sheet

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

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

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

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

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor’s Authorized Official: Noah Walker

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

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

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

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construct 89 LF of a 176 LF Taxiway. Project includes (site work, electrical, drainage, including soft costs, etc.). Other project elements include RPR services and other related building and site work. See detailed project information sheet.

Application

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

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

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

Certification Statements

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

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

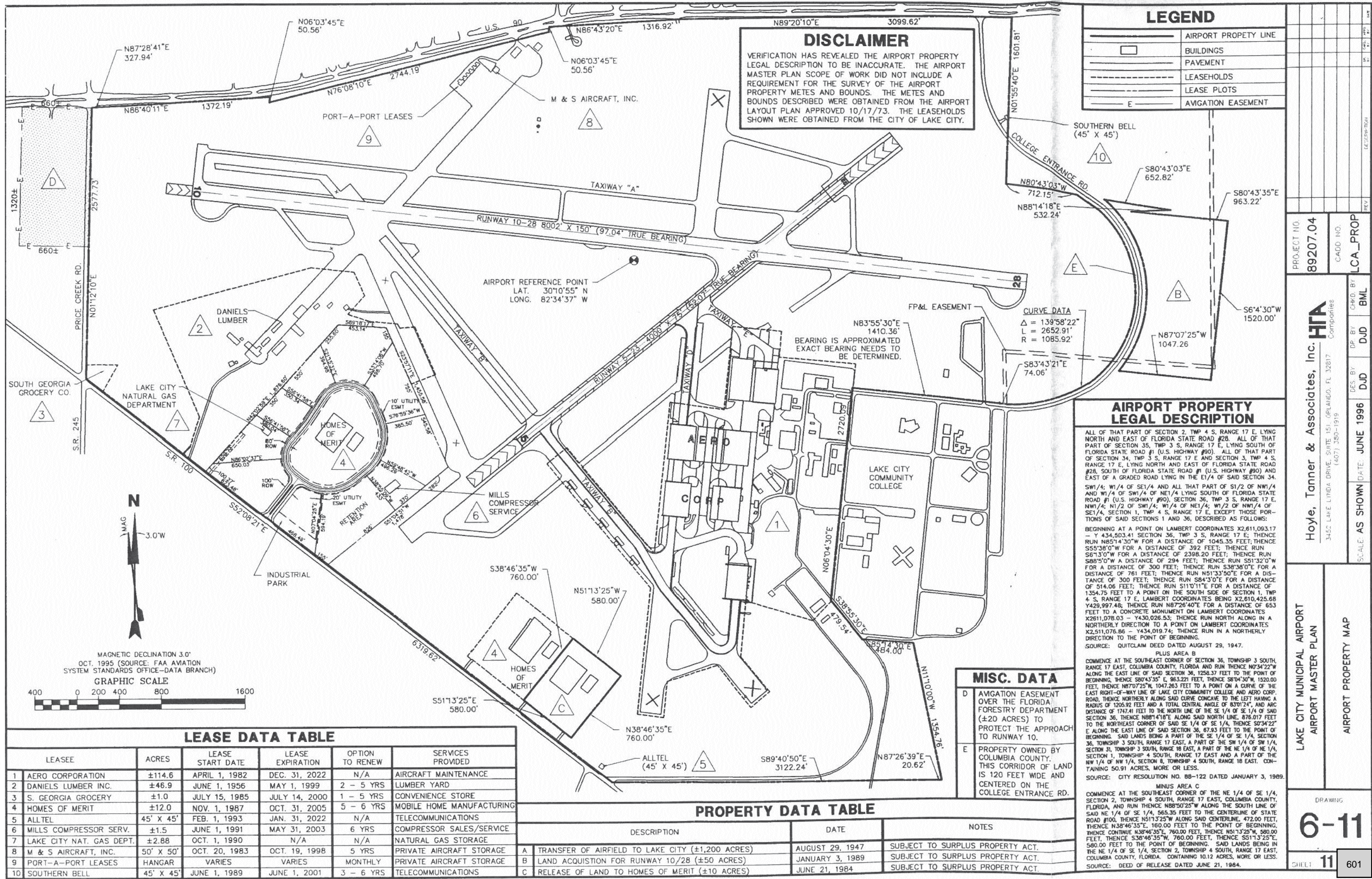
Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Exhibit A (Airport Property Inventory Map)



DISCLAIMER
VERIFICATION HAS REVEALED THE AIRPORT PROPERTY LEGAL DESCRIPTION TO BE INACCURATE. THE AIRPORT MASTER PLAN SCOPE OF WORK DID NOT INCLUDE A REQUIREMENT FOR THE SURVEY OF THE AIRPORT PROPERTY METES AND BOUNDS. THE METES AND BOUNDS DESCRIBED WERE OBTAINED FROM THE AIRPORT LAYOUT PLAN APPROVED 10/17/73. THE LEASEHOLDS SHOWN WERE OBTAINED FROM THE CITY OF LAKE CITY.

LEGEND	
	AIRPORT PROPERTY LINE
	BUILDINGS
	PAVEMENT
	LEASEHOLDS
	LEASE PLOTS
	AVIGATION EASEMENT

AIRPORT PROPERTY LEGAL DESCRIPTION

ALL OF THAT PART OF SECTION 2, TWP 4 S, RANGE 17 E, LYING NORTH AND EAST OF FLORIDA STATE ROAD #28, ALL OF THAT PART OF SECTION 35, TWP 3 S, RANGE 17 E, LYING SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90), ALL OF THAT PART OF SECTION 34, TWP 3 S, RANGE 17 E AND SECTION 3, TWP 4 S, RANGE 17 E, LYING NORTH AND EAST OF FLORIDA STATE ROAD #28, SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90) AND EAST OF A GRADED ROAD LYING IN THE E1/4 OF SAID SECTION 34. SW1/4; W1/4 OF SE1/4 AND ALL THAT PART OF S1/2 OF NW1/4 AND W1/4 OF SW1/4 OF NE1/4 LYING SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90), SECTION 36, TWP 3 S, RANGE 17 E, NW1/4; N1/2 OF SW1/4; W1/4 OF NE1/4; W1/2 OF NW1/4 OF SE1/4, SECTION 1, TWP 4 S, RANGE 17 E, EXCEPT THOSE PORTIONS OF SAID SECTIONS 1 AND 36, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON LAMBERT COORDINATES X2,611,093.17 - Y 434,503.41; SECTION 36, TWP 3 S, RANGE 17 E; THENCE RUN N85°14'30"W FOR A DISTANCE OF 1045.35 FEET; THENCE RUN S55°38'0"W FOR A DISTANCE OF 392 FEET; THENCE RUN S61°3'0"W FOR A DISTANCE OF 2398.20 FEET; THENCE RUN S88°5'0"W FOR A DISTANCE OF 294 FEET; THENCE RUN S51°32'0"W FOR A DISTANCE OF 300 FEET; THENCE RUN S38°38'0"E FOR A DISTANCE OF 761 FEET; THENCE RUN N51°33'50"E FOR A DISTANCE OF 300 FEET; THENCE RUN S84°3'0"E FOR A DISTANCE OF 514.06 FEET; THENCE RUN S11°0'11"E FOR A DISTANCE OF 1354.75 FEET TO A POINT ON THE SOUTH SIDE OF SECTION 1, TWP 4 S, RANGE 17 E, LAMBERT COORDINATES BEING X2,610,425.68 Y429,997.48; THENCE RUN N87°26'40"E FOR A DISTANCE OF 653 FEET TO A CONCRETE MONUMENT ON LAMBERT COORDINATES X2611,078.03 - Y430,026.53; THENCE RUN NORTH ALONG IN A NORTHERLY DIRECTION TO A POINT ON LAMBERT COORDINATES X2,511,076.86 - Y434,019.74; THENCE RUN IN A NORTHERLY DIRECTION TO THE POINT OF BEGINNING.

SOURCE: QUITCLAIM DEED DATED AUGUST 29, 1947.

PLUS AREA B

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE N0°34'22"W ALONG THE EAST LINE OF SAID SECTION 36, 1258.37 FEET TO THE POINT OF BEGINNING, THENCE S80°43'35" E, 963.221 FEET, THENCE S80°43'35" W, 1520.00 FEET, THENCE N87°07'25" W, 1047.26 FEET TO A POINT ON A CURVE OF THE EAST RIGHT-OF-WAY LINE OF LAKE CITY COMMUNITY COLLEGE AND AERO CORP. ROAD, THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 1205.92 FEET AND A TOTAL CENTRAL ANGLE OF 83°12'24", AND ARC DISTANCE OF 1747.41 FEET TO THE NORTH LINE OF THE SE 1/4 OF SE 1/4 OF SAID SECTION 36, THENCE N88°14'18"E ALONG SAID NORTH LINE, 876.017 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF SE 1/4, THENCE S0°34'22" E ALONG THE EAST LINE OF SAID SECTION 36, 67.93 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING A PART OF THE SE 1/4 OF SE 1/4, SECTION 36, TOWNSHIP 3 SOUTH, RANGE 17 EAST, A PART OF THE NE 1/4 OF NE 1/4, SECTION 31, TOWNSHIP 3 SOUTH, RANGE 18 EAST, A PART OF THE NE 1/4 OF NE 1/4, SECTION 1, TOWNSHIP 4 SOUTH, RANGE 17 EAST AND A PART OF THE NW 1/4 OF NW 1/4, SECTION 8, TOWNSHIP 4 SOUTH, RANGE 18 EAST, CONTAINING 50.91 ACRES, MORE OR LESS.

SOURCE: CITY RESOLUTION NO. 88-122 DATED JANUARY 3, 1989.

MINUS AREA C

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SE 1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE N88°50'25"W ALONG THE SOUTH LINE OF SAID NE 1/4 OF SE 1/4, 565.35 FEET TO THE CENTERLINE OF STATE ROAD #100, THENCE N51°13'25"W ALONG SAID CENTERLINE, 472.00 FEET, THENCE N38°46'35"E, 760.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N38°46'35"E, 760.00 FEET, THENCE N51°13'25"W, 580.00 FEET, THENCE S38°46'35"W, 760.00 FEET, THENCE S51°13'25"E, 580.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN THE NE 1/4 OF SE 1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, CONTAINING 10.12 ACRES, MORE OR LESS.

SOURCE: DEED OF RELEASE DATED JUNE 21, 1984.

MISC. DATA

D	AVIGATION EASEMENT OVER THE FLORIDA FORESTRY DEPARTMENT (±20 ACRES) TO PROTECT THE APPROACH TO RUNWAY 10.
E	PROPERTY OWNED BY COLUMBIA COUNTY. THIS CORRIDOR OF LAND IS 120 FEET WIDE AND CENTERED ON THE COLLEGE ENTRANCE RD.

PROPERTY DATA TABLE

DESCRIPTION	DATE	NOTES
A TRANSFER OF AIRFIELD TO LAKE CITY (±1,200 ACRES)	AUGUST 29, 1947	SUBJECT TO SURPLUS PROPERTY ACT.
B LAND ACQUISITION FOR RUNWAY 10/28 (±50 ACRES)	JANUARY 3, 1989	SUBJECT TO SURPLUS PROPERTY ACT.
C RELEASE OF LAND TO HOMES OF MERIT (±10 ACRES)	JUNE 21, 1984	SUBJECT TO SURPLUS PROPERTY ACT.

LEASE DATA TABLE

LEASEE	ACRES	LEASE START DATE	LEASE EXPIRATION	OPTION TO RENEW	SERVICES PROVIDED
1 AERO CORPORATION	±114.6	APRIL 1, 1982	DEC. 31, 2022	N/A	AIRCRAFT MAINTENANCE
2 DANIELS LUMBER INC.	±46.9	JUNE 1, 1956	MAY 1, 1999	2 - 5 YRS	LUMBER YARD
3 S. GEORGIA GROCERY	±1.0	JULY 15, 1985	JULY 14, 2000	1 - 5 YRS	CONVENIENCE STORE
4 HOMES OF MERIT	±12.0	NOV. 1, 1987	OCT. 31, 2005	5 - 6 YRS	MOBILE HOME MANUFACTURING
5 ALLTEL	45' X 45'	FEB. 1, 1993	JAN. 31, 2022	N/A	TELECOMMUNICATIONS
6 MILLS COMPRESSOR SERV.	±1.5	JUNE 1, 1991	MAY 31, 2003	6 YRS	COMPRESSOR SALES/SERVICE
7 LAKE CITY NAT. GAS DEPT.	±2.88	OCT. 1, 1990	N/A	N/A	NATURAL GAS STORAGE
8 M & S AIRCRAFT, INC.	50' X 50'	OCT. 20, 1983	OCT. 19, 1998	5 YRS	PRIVATE AIRCRAFT STORAGE
9 PORT-A-PART LEASES	HANGAR	VARIES	VARIES	MONTHLY	PRIVATE AIRCRAFT STORAGE
10 SOUTHERN BELL	45' X 45'	JUNE 1, 1989	JUNE 1, 2001	3 - 6 YRS	TELECOMMUNICATIONS

PROJECT NO. 89207.04
CADD NO. LCA_PROP
CHD. BY BML
DES. BY DJD
DATE: JUNE 1996
SCALE: AS SHOWN

Hoyle, Tanner & Associates, Inc. HTA
3452 LAKE LYNDIA DRIVE, SUITE 151, ORLANDO, FL 32817
(407) 380-1919

LAKE CITY MUNICIPAL AIRPORT
AIRPORT MASTER PLAN
AIRPORT PROPERTY MAP

DRAWING 6-11

SHEET 11 601

Exhibit C (Opinion of Title)

CERTIFICATE OF TITLE
FAA Central Region

To: Manager, Safety and Standards Branch

Subject: Lake City Gateway Airport (LCQ)

AIP Project No. TBD

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

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

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

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

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

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

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

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated December 1996 by the sponsor's attorney Herbert F. Derby (name of attorney).

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated June 1996 AIP project number TBD. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

City of Lake City
Name of Sponsor

Noah Walker, City Mayor

Signature of Sponsor Official Authorized to Sign Grant Agreement

Date



April 11, 2025

Ms. Jennifer Ganley, Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

Dear Ms. Ganley:

Subject: Lake City Gateway Airport (LCQ), Lake City, Florida
FY 2025 Airport Improvement Plan (AIP) Application – (Development)

In accordance with the Airport Improvement Program established by the City of Lake City in our Capital Improvement Plan (CIP), enclosed please find our FY 2025 AIP Grant Application for the following project:

North Taxilane Site Development (Construct)

The following items are enclosed for the above project in the grant application:

- ✓ Grant Application Documents Checklist
- ✓ Standard Form 424, Form 5100-100 (Part II and III)
- ✓ Detailed Project Information Sheet
- ✓ Individual Project Cost Breakdown and Total Cost Summary
- ✓ Project Sketch
- ✓ Environmental Determination Documentation (Categorical Exclusion Short Form)
- ✓ Project Schedule
- ✓ Six (6) Airport Sponsor AIP Certifications
- ✓ Exhibit "A" Airport Property Inventory Map
- ✓ Exhibit "C" Title Opinion Certificate (FAA Southern Region Form)

Currently, we are requesting \$ 302,500 of AIP funds for the construction of 87 LF of a 176 LF Taxiway. Other project elements will be funded through a separate BIL application. Please let me know if you have any questions or comments.

Sincerely,

Ed Bunnell

Edward Bunnell
Airport Director

cc: Christina Nelson, FDOT District 2 Aviation Program Manager
Leona Lewis, P.E., Passero Associates

Federal Assistance Request Checklist

Airport:	Lake City Gateway Airport (LCQ)
Sponsor:	City of Lake City
City, State:	Lake City, Florida
Date of Application:	April 2025
Type of Application:	FY 2025 AIP Grant Application - Construct

Cover Letter:

- ☒ 1. Letter of Credit method of payment requested.
- ☐ 2. Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
- ☐ 3. If pre-application, proposed application date identified.
- ☐ 4. If application, any changes to requested amount are identified and reasons provided.
- ☐ 5. If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
- ☐ 6. If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Pre Application:

- ☐ 7. Standard Form 424; Form 5100-100 (Part II and Part III)
- ☐ 8. Detailed Project Information Sheet
- ☐ 9. Project Cost Estimates – One for each project and a summary
- ☐ 10. Project Sketch – One for each or one drawing with all projects
- ☐ 11. Environmental Determination Documentation for each project (CATEX Checklist, Copy of FONSI or ROD Signature Page)
- ☐ 12. Individual Project Schedules
- ☐ 13. Airport Sponsor AIP Certifications
- ☐ 14. Exhibit "A" (Airport Property Inventory Map)
- ☐ 15. Exhibit "C" (Title Opinion)

Application:

- ☒ 13. Standard Form 424; Form 5100-101 (Part II); Form 5100-101 (Part III)
- ☒ 14. Detailed Project Information Sheet
- ☒ 15. Individual Project Cost Breakdowns and Total Cost Summary
- ☐ 16. Bid Tabulations and Recommendation for Award Letter or:
 - ☒ 16.1 Construction Agreement
 - ☐ 16.2 Consultant-Inspection Agreement
 - ☐ 16.3 Consultant – Design Agreement
 - ☐ 16.4 Consultant – Planning Agreement
- ☒ 17. Project Sketch – One for each or one drawing with all projects
- ☒ 18. Environmental Determination Documentation for each project
- ☒ 19. Individual Project Schedules
- ☐ 20. Appraisals (Land Acquisition Projects)
- ☐ 21. Independent Cost Estimates (Design-Only Projects or Construction Phase Services)
- ☒ 22. Airport Sponsor AIP Certifications
- ☒ 23. Exhibit "A" (Airport Property Inventory Map)
- ☒ 24. Exhibit "C" (Title Opinion)

Standard Form 424

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☐ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

LCQ

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Lake City

*b. Employer/Taxpayer Identification Number (EIN/TIN):
59-6000317

*c. UEI:
GSPXME95JAG9

d. Address:

*Street 1: 205 N. Marion Avenue
Street 2:
*City: Lake City
County/Parish:
*State: FL
*Province: Columbia
*Country: USA: United States
*Zip / Postal Code 32055-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Noah
Middle Name:
*Last Name: Walker
Suffix:

Title: Mayor

Organizational Affiliation:
N/A

*Telephone Number: 352-719-57556

Fax Number:

*Email: walkern@lcfla.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

North Taxiway Site Development (Construct)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 5

*b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 06/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 302,500
*b. Applicant	
*c. State	\$ 15,922
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$ 318,422

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Noah

Middle Name:

*Last Name: Walker

Suffix:

*Title: Mayor

*Telephone Number: 386-719-5756

Fax Number:

* Email: walkern@lcfla.com

*Signature of Authorized Representative:

*Date Signed:

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Standard Form 5100-100 (Part II & III)

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Yes

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

True

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

True

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

True

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			318,422
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 318,422
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			318,422
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 318,422
19. Federal Share requested of Line 18			302,500
20. Grantee share			
21. Other shares			15,922
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 318,422

Detailed Project Information Sheet

**Lake City Gateway Airport (LCQ)
Airport Improvement Program
FY 2025 AIP Grant Application**

Detailed Project Information

Airport: Lake City Gateway Airport (LCQ)

City, State: Lake City, Florida

Project Title: North Taxilane Site Development (Construction)

Project Description: Lake City Gateway Airport requests \$302,500 of AIP funds for the construction of 87 LF of a 176 LF Taxiway. The price per LF includes the construction cost of the project (AIP eligible items; site work, taxiway striping, electrical, drainage, including soft costs, etc.). Other project elements including the remaining 89 LF of taxiway, RPR services and other related building and site work will be BIL funded through a separate application.

Project Justification: This project supports the Airport's ongoing revenue generating initiatives. There is currently a waiting list for hangar space. The taxilane will provide access to the Hangar development area.

Special Circumstances: None.

Project Cost Information:

Total Cost (100%)	FAA Share (95%)	State (5%)	Local (0%)
\$318,422.00	\$302,500.00	\$15,922.00	\$0.00

Type of Funding Proposed (FAA Share Only)			
<u>Fund Type</u>	<u>Funds Available</u>	<u>Funds to be Used</u>	<u>Funds Remaining</u>
FY-23 NP Entitlement	\$2,500.00	\$2,500.00	\$0.00
FY-24 NP Entitlement	\$150,000.00	\$150,000.00	\$0.00
FY-25 NP Entitlement	\$150,000.00	\$150,000.00	\$0.00
Total	\$302,500.00	\$302,500.00	\$0.00

Alternate Funding Plan: None.

Individual Project Cost Breakdown and Total Cost Summary

**Lake City Gateway Airport (LCQ)
Airport Improvement Program
FY 2025 AIP Grant Application**

Project Costs

Project Title: North Taxilane Site Development (Construct)

	<u>Cost (100%)</u>	<u>FAA (95%)</u>
Construction:	\$318,422.00	\$302,500.00
Total Amount	<u>\$318,422.00</u>	<u>\$302,500.00</u>
Total Estimated Project Cost (100%)	\$318,422.00	
Total FAA Share Cost (95%)	\$302,500.00	

Construction Agreement

CONSTRUCTION AGREEMENT

THIS AGREEMENT, in four (4) duplicate originals, made and entered into this ____ day of _____, 20__, by and between the City of LAKE CITY, Party of the First Part, and Gray Construction Services Inc. of Trenton, Florida of Gilchrist County of State of hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:

NORTH DEVELOPMENT HANGAR & TAXILANES

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

One million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50)

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; Special Conditions; FAA AC 150/5370-2F; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions

or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto: N/A

Article 7. Insurance The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured **the City of Lake City**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 8. As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 9. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the

contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

Article 10. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in Columbia County, Florida.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (4) copies, the day and year first above written.

SIGNATURES ON NEXT PAGE

City of Lake City

By: _____

Name, Title

Date

ATTEST

By: _____

Name, Title

Date

Add-Ons or Substitutions.

Gray Construction Services, Inc.

By: _____

Name Title

Date

ATTEST

By: _____

Name, Title

Date

PERFORMANCE BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PAYMENT BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Gray Construction Services, Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

NORTH DEVELOPMENT HANGAR & TAXILANES

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092

The project consists of the Proposal, dated February 25, 2025, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents

(Amount in Written Words)

(\$1,531,457.50)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **two hundred forty (240) calendar days (210 calendar days for Phase 1, 30 calendar days for Phase II)** after that specified date unless otherwise subsequently agreed.

OWNER:

By: City of Lake City, Florida
Name

Signature

Printed Name

Title

Acknowledgement of Receipt of Contract Award by Contractor:

Gray Construction Services, Inc.
Name

Signature

Printed Name

Title

Date

Project Sketch

Stamp:
NOT APPROVED UNLESS ACCOMPANIED WITH
A VALID SIGNATURE



Client: _____



4730 Casa Cola Way, Suite 200 (904) 757-6106
Saint Augustine, FL 32095 Fax: (904) 757-6107
Certificate of Authorization # 3428

Principal-in-Charge	Andrew Holesko
Project Manager	L. LEWIS
Civil Engineer	L. LEWIS
Designed by	J. LUIZ

Revisions			
No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF FLORIDA
ADMINISTRATIVE CODE 61G15-27.001 AND FLORIDA STATUTES 471.033(1).
THESE PLANS ARE COPYRIGHT PROTECTED. ©

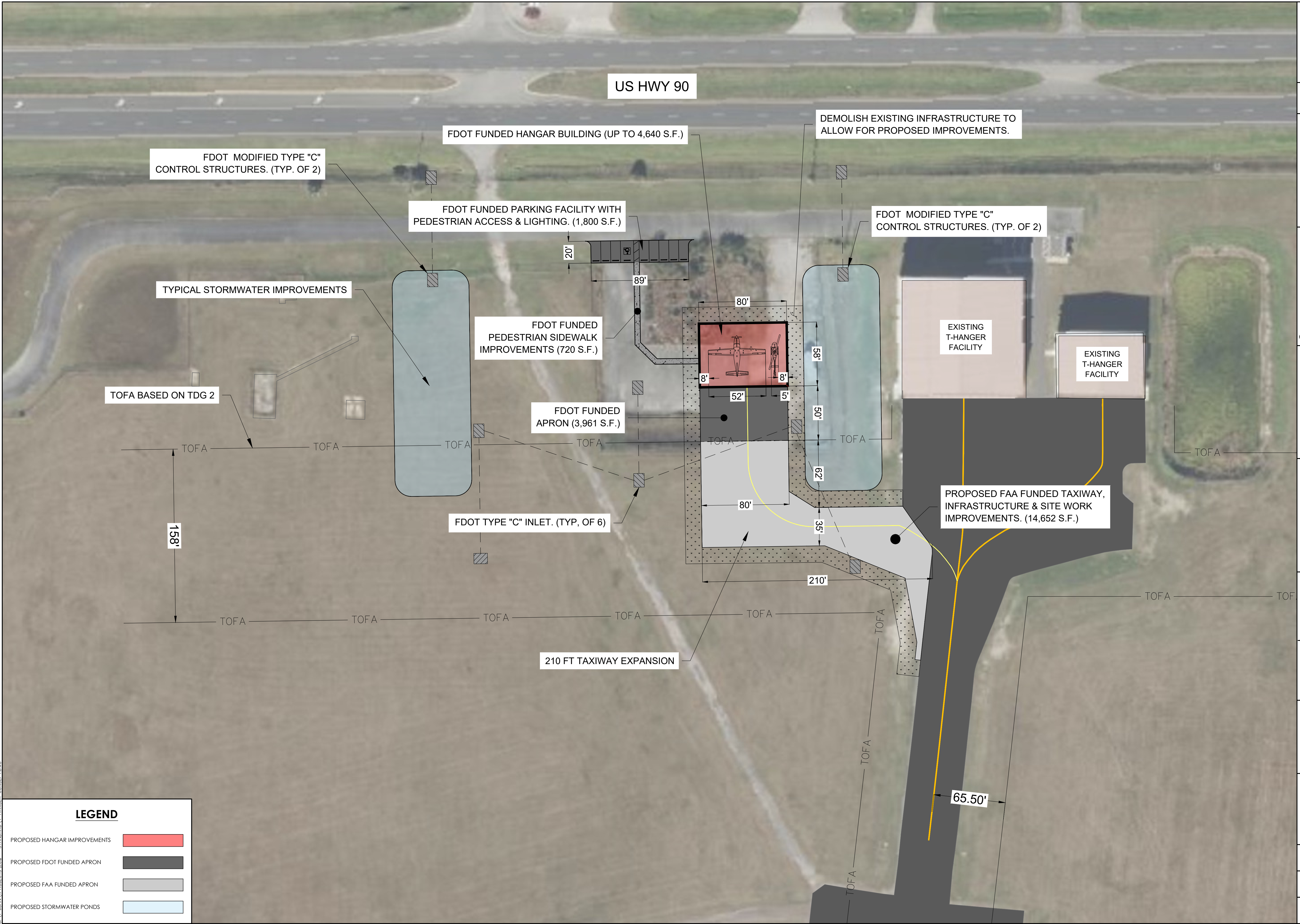
Drawing Title:

Project Location:

Project No.	20070044.0000
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Drawing No. C1

Date: NOVEMBER 2024



Environmental Determination Documentation

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

Airport: Lake City Gateway Airport LCQ Project Title: Taxilane and Infrastructure N. Hgr. Development

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.** Paragraphs 5-6.4(e)

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. A CATEX should not be used for a segment or an interdependent part of a larger proposed action. Include a summary of existing conditions at the Proposed Action site. Attach a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are NOT likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

Signature of Authorized Airport Representative

Date

FAA Determination (signature of Program Manager):

Categorically Excluded: AMY MARIE REED Digitally signed by AMY MARIE REED
Date: 2024.05.20 15:48:48 -04'00' Date: _____

Requires further environmental analysis: _____ Date: _____

Final 7-8-2016

Project Schedule

**Lake City Gateway Airport (LCQ)
Airport Improvement Program
FY 2024 BIL Grant Application**

Project Schedule

Project: North Taxiway Site Development (Design)

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Submittal of Project Grant Application to FAA	05/2025
Grant Offer Submitted to Sponsor	08/2025
Execution of FAA Grant	08/2025
Construction Kick Off	10/2025
Project Completion	04/2026
Grant Close-Out	06/2026

Sponsor Certifications to the FAA

Project Final Acceptance

Drug-Free Workplace

Equipment and Construction Contracts

Plans and Specifications

Selection of Consultants

Conflict of Interest



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construction of 87 LF of a 176 LF Taxiway. The price per LF includes the construction cost of the project (AIP eligible items; site work, taxiway striping, electrical, drainage, including soft costs, etc.)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this _____ day of _____, 2025 .

Name of Sponsor: Cityof Lake City

Name of Sponsor's Authorized Official: Noah Waker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construction of 87 LF of a 176 LF Taxiway. The price per LF includes the construction cost of the project (AIP eligible items; site work, taxiway striping, electrical, drainage, including soft costs, etc.)

Application

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

Certification Statements

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

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Lake City Gateway Airport (LCQ)

Address: 3524 US-90, Lake City, FL 32055

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construction of 87 LF of a 176 LF Taxiway. The price per LF includes the construction cost of the project (AIP eligible items; site work, taxiway striping, electrical, drainage, including soft costs, etc.)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

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

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construction of 87 LF of a 176 LF Taxiway. The price per LF includes the construction cost of the project (AIP eligible items; site work, taxiway striping, electrical, drainage, including soft costs, etc.)

Application

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

Certification Statements

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

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

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☒ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construction of 87 LF of a 176 LF Taxiway. The price per LF includes the construction cost of the project (AIP eligible items; site work, taxiway striping, electrical, drainage, including soft costs, etc.)

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

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

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor's Certification

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

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: Construction of 87 LF of a 176 LF Taxiway. The price per LF includes the construction cost of the project (AIP eligible items; site work, taxiway striping, electrical, drainage, including soft costs, etc.)

Application

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

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

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

Certification Statements

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

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

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

Exhibit A (Airport Property Inventory Map)

Exhibit C (Opinion of Title)

CERTIFICATE OF TITLE
FAA Central Region

To: Manager, Safety and Standards Branch

Subject: Lake City Gateway Airport (LCQ)

AIP Project No. TBD

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

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

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

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

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

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

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

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated December 1996 by the sponsor's attorney Herbert F. Derby (name of attorney).

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated June 1996 AIP project number TBD. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

City of Lake City
Name of Sponsor

Noah Walker, City Mayor

Signature of Sponsor Official Authorized to Sign Grant Agreement

Date

April 14, 2025

Attn: Edward Bunnell, Airport Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

**Re: Recommendation of Award, N. Development Hangar & Taxilanes
Lake City Gateway Airport, PA Project Number 24000010.0032**

Dear Mr. Bunnell:

On Monday, March 31, 2025, the City of Lake City received one (1) bid via OPENGOV.com for the North Development Hangar and Taxilanes project at the Lake City Gateway Airport (LCQ). The bid was received by Ms. Brenda Karr, Procurement Director for the City of Lake City. The City of Lake City and Passero Associates exercised due diligence in notifying as many potential bidders as possible.

1. Passero and the City emailed the bid advertisement directly to known general contractors, electrical contractors, and suppliers.
2. Passero and the City Emailed Plan Houses (Blue Book, Construct Connect, Dodge Plan Room, Construction Journal and Mid-State Builders Exchange) Advertisement to Bid for their database and distribution.
3. Passero and the City held a pre-bid meeting followed by a site visit at LCQ on Wednesday, March 5, 2025, which was well attended.

Passero Associates has reviewed the bid submitted by Gray Construction Services, Inc. A Bid Tabulation showing a summary of the bid received alongside the Engineer's Estimate of Probable Construction Cost is enclosed for your review. Passero considers the bid unit prices values to be fair and reasonable.

Based on the bid received, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. of Trenton, FL in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50).

Gray Construction Services, Inc. committed to meeting the 6.67% DBE participation goal but was unable to secure firms. Requests for bids were sent to DBE firms on March 3rd and March 14th; however, no responses were received. Despite this, Gray Construction made a Good Faith Effort to include DBE firms in the project and has Good Faith Effort documentation.

Passero Associates performed a review of Gray Construction Services, Inc. responsibility by researching the following:

- A detailed analysis of the proposal submitted by Gray Construction Services, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.

- Gray Construction Services, Inc. is a licensed Certified General Contractor CGC062854 in the State of Florida. (Expires 8/31/2026)
- Gray Construction Services, Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Gray Construction Services, Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- Gray Construction Services, Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- Gray Construction Services, Inc. has been licensed with the State of Florida since March 25, 2009, and has successful experience with similar projects.

In summary, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50) contingent upon FAA and FDOT funding. A copy of the Gray Construction Services, Inc. Construction Agreement and Notice of Award are enclosed for your use and review.

Passero has enclosed for your consideration and approval, Passero Associates, LLC Work Order 25-31R for Construction Administration, Construction Observation and Quality Assurance Materials Testing for the Site Work construction in the amount of ninety-eight thousand dollars and zero cents. (\$98,000.00)

Also enclosed for your consideration and approval is Passero Associates, LLC Work Order 25-32R for Construction Administration and Construction Observation for the construction of the Bulk Hangar construction in the amount of seventy-nine thousand five hundred dollars and zero cents. (\$79,500.00)

If you have any questions or require additional information, please contact me.

Sincerely,



Leona Lewis, P.E.
Project Manager

enc: Bid Tabulation
Construction Agreement & Notice of Award
PA Work Order 25-31R & 25-32R

cc: Brenda Karr, Lake City Director of Procurement
Christina Nelson, FDOT District 2 Aviation Administrator

Bid Tabulation
North Taxilane and Hangar
Lake City Gateway Airport (LCQ)
PA PN 20070044.0031&.0032



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	Engineer's Opinion		Gray Construction Services, Inc.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
SCHEDULE I: 100% FDOT FUNDED HANGAR, APRON, PARKING LOT, AND UTILITIES							
FDOT 428	Potable Water Service Installation, Complete (Including All Pipes, Fittings, Valves, Meters, Backflow, Testing, Casing, Accessories, Trenching, and Backfill)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 22,250.00	\$ 22,250.00
FDOT 429	Sanitary Sewer, Complete (Including All Pipes, Doghouse Manholes, Fittings, Testing, Casings, Accessories, Backfill, and Trenching)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 54,750.00	\$ 54,750.00
FDOT 521	Concrete Parking Bumper	9	EA	\$ 130.00	\$ 1,170.00	\$ 78.00	\$ 702.00
FDOT 522	Concrete Sidewalk	105	SY	\$ 70.00	\$ 7,350.00	\$ 92.00	\$ 9,660.00
FDOT 700	Parking Lot Signage	1	EA	\$ 750.00	\$ 750.00	\$ 2,800.00	\$ 2,800.00
FDOT 710	Parking Lot Markings	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$ 86,927.50	\$ 86,927.50	\$ 20,500.00	\$ 20,500.00
P-211-5.1	Limerock Base Course (6-Inch)	820	SY	\$ 30.00	\$ 24,600.00	\$ 28.50	\$ 23,370.00
P-211-5.2	Limerock Base Course (4-Inch)	130	SY	\$ 30.00	\$ 3,900.00	\$ 28.50	\$ 3,705.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	90	TON	\$ 225.00	\$ 20,250.00	\$ 200.00	\$ 18,000.00
P-409-4.1	12.5mm, Fine Mix, Traffic Level C Roadway Asphalt (2-Inch)	70	TON	\$ 200.00	\$ 14,000.00	\$ 200.00	\$ 14,000.00
P-501-8.1	Concrete Pavement (6-Inch)	121	SY	\$ 165.00	\$ 19,965.00	\$ 33.00	\$ 3,993.00
P-602-5.1	Emulsified Asphalt Prime Coat	240	GAL	\$ 11.00	\$ 2,640.00	\$ 23.00	\$ 5,520.00
P-603-5.1	Emulsified Asphalt Tack Coat	40	GAL	\$ 5.00	\$ 200.00	\$ 28.00	\$ 1,120.00
P-620-5.1	Temporary Taxilane Marking, Yellow, Non-Reflective	25	SF	\$ 3.00	\$ 75.00	\$ 3.50	\$ 87.50
P-620-5.2	Permanent Taxilane Marking, Yellow, Reflective	25	SF	\$ 5.00	\$ 125.00	\$ 22.00	\$ 550.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-Reflective	50	SF	\$ 5.00	\$ 250.00	\$ 6.50	\$ 325.00
PLANS	Waterline and Hose Bibb Removal, Complete	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 450.00	\$ 450.00
PLANS	Site Electrical (Including Demolition and Electrical Conduits, Wires, Junction Box, All Misc.), Complete	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
B-01	Corporate Hangar, Complete	1	LS	\$ 720,000.00	\$ 720,000.00	\$ 698,403.00	\$ 698,403.00
SCHEDULE I SUBTOTAL:					\$ 956,202.50		\$ 889,985.50
SCHEDULE II: 90% FAA FUNDED, 10% FDOT FUNDED TAXILANE, DRAINAGE, AND ASSOCIATED SITE WORK							
C-102-5.1	Temporary Soil Erosion and Siltation Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 72,940.00	\$ 72,940.00
C-103-8.1	Project Survey, Stakeout, and Record Drawings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
C-105-6.1	Mobilization (10% Maximum)	1	LS	\$ 63,741.55	\$ 63,741.55	\$ 40,000.00	\$ 40,000.00
C-107-4.1	Maintenance of Traffic and Airfield Safety	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 35,000.00	\$ 35,000.00
P-101-5.1	Remove Existing Full Depth Asphalt Pavement	1,632	SY	\$ 30.00	\$ 48,960.00	\$ 2.50	\$ 4,080.00
P-101-5.2	Remove Existing Full Depth Concrete Pavement	21	SY	\$ 75.00	\$ 1,575.00	\$ 12.00	\$ 252.00
P-101-5.3	Remove Existing Gravel Pavement	1,250	SY	\$ 20.00	\$ 25,000.00	\$ 3.00	\$ 3,750.00
P-101-5.4	Remove Existing Fence	1,350	LF	\$ 30.00	\$ 40,500.00	\$ 2.00	\$ 2,700.00
P-101-5.5	Remove Existing Gate	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 200.00
P-101-5.6	Remove Existing Inlet	4	EA	\$ 2,800.00	\$ 11,200.00	\$ 300.00	\$ 1,200.00
P-101-5.7	Remove Existing Pavement Marking	109	SF	\$ 1.00	\$ 109.00	\$ 15.00	\$ 1,635.00
P-101-5.8	Remove Existing Outlet Structure (MES, Headwall, etc.)	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 350.00	\$ 1,400.00
P-101-5.9	Remove Existing 8-Inch PVC Storm Pipe	21	LF	\$ 55.00	\$ 1,155.00	\$ 3.00	\$ 63.00
P-101-5.10	Remove Existing 10-Inch PVC Storm Pipe	137	LF	\$ 55.00	\$ 7,535.00	\$ 4.00	\$ 548.00
P-101-5.11	Remove Existing 12-Inch PVC Storm Pipe	67	LF	\$ 55.00	\$ 3,685.00	\$ 6.00	\$ 402.00
P-101-5.12	Remove Existing 12-Inch RCP Storm Pipe	82	LF	\$ 65.00	\$ 5,330.00	\$ 5.00	\$ 410.00
P-101-5.13	Remove Existing 15-Inch RCP Storm Pipe	132	LF	\$ 70.00	\$ 9,240.00	\$ 6.00	\$ 792.00
P-101-5.14	Remove Existing 12-Inch CMP Storm Pipe	82	LF	\$ 60.00	\$ 4,920.00	\$ 2.50	\$ 205.00
P-151-4.1	Clearing and Grubbing	1	AC	\$ 12,200.00	\$ 12,200.00	\$ 32,000.00	\$ 32,000.00
P-152-4.1	Embankment in Place (Offsite Borrow)	950	CY	\$ 18.00	\$ 17,100.00	\$ 18.00	\$ 17,100.00
P-152-4.2	Embankment in Place (On-Site Borrow)	4,300	CY	\$ 10.00	\$ 43,000.00	\$ 14.00	\$ 60,200.00
P-152-4.3	Unsuitable Excavation	125	CY	\$ 50.00	\$ 6,250.00	\$ 20.00	\$ 2,500.00
P-152-4.4	Geogrid	250	SY	\$ 15.00	\$ 3,750.00	\$ 26.00	\$ 6,500.00
P-211-5.1	Limerock Base Course (6-Inch)	1,320	SY	\$ 30.00	\$ 39,600.00	\$ 28.50	\$ 37,620.00
P-401-8.1	Airfield Asphalt Surface Course (4-Inch)	350	TON	\$ 225.00	\$ 78,750.00	\$ 200.00	\$ 70,000.00
P-602-5.1	Emulsified Asphalt Prime Coat	390	GAL	\$ 11.00	\$ 4,290.00	\$ 23.00	\$ 8,970.00
P-603-5.1	Emulsified Asphalt Tack Coat	130	GAL	\$ 5.00	\$ 650.00	\$ 28.00	\$ 3,640.00
P-620-5.1	Temporary Taxilane Marking, Yellow, Non-Reflective	238	SF	\$ 3.00	\$ 714.00	\$ 3.50	\$ 833.00
P-620-5.2	Permanent Taxilane Marking, Yellow, Reflective	238	SF	\$ 5.00	\$ 1,190.00	\$ 22.00	\$ 5,236.00
P-620-5.3	Permanent Taxilane Marking, Black, Non-reflective	476	SF	\$ 5.00	\$ 2,380.00	\$ 6.50	\$ 3,094.00
D-701-5.1	8-Inch Dia. PVC Sch. 40 Storm Pipe	224	LF	\$ 50.00	\$ 11,200.00	\$ 23.00	\$ 5,152.00
D-701-5.2	12-Inch Dia. PVC Sch. 40 Storm Pipe	189	LF	\$ 60.00	\$ 11,340.00	\$ 28.00	\$ 5,292.00
D-701-5.3	24-Inch RCP (Class V) Storm Pipe	338	LF	\$ 180.00	\$ 60,840.00	\$ 147.00	\$ 49,686.00

D-701-5.4	Connect to Roof Drain Downspout	4	EA	\$ 750.00	\$ 3,000.00	\$ 250.00	\$ 1,000.00
D-751-5.1	24-Inch Square Yard Inlet	2	EA	\$ 2,250.00	\$ 4,500.00	\$ 2,800.00	\$ 5,600.00
D-751-5.2	FDOT Type E Inlet	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 6,650.00	\$ 13,300.00
D-751-5.3	Storm Sewer Cleanout	4	EA	\$ 820.00	\$ 3,280.00	\$ 400.00	\$ 1,600.00
D-751-5.4	Pond Riser Structure	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00
D-752-5.1	12-Inch Flared End Section	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
D-752-5.2	24-Inch Flared End Section	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 3,200.00	\$ 3,200.00
D-752-5.3	12-Inch Dual Modified FDOT Mitered End Section, Index 272	2	EA	\$ 2,700.00	\$ 5,400.00	\$ 3,600.00	\$ 7,200.00
T-901-5.1	Permanent Seeding	4	AC	\$ 4,250.00	\$ 17,000.00	\$ 3,500.00	\$ 14,000.00
T-904-5.1	Sodding	2,390	SY	\$ 15.00	\$ 35,850.00	\$ 14.50	\$ 34,655.00
T-905-5.1	Topsoil Stripping (On-Site Stripping and Final Placement)	1,810	CY	\$ 11.00	\$ 19,910.00	\$ 8.50	\$ 15,385.00
T-908-5.1	Mulching	4	AC	\$ 1,500.00	\$ 6,000.00	\$ 4,200.00	\$ 16,800.00
L-108-5.1	Proposed Cable, Conduit, and Counterpoise for Taxilane Edge Lights	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 7,000.00	\$ 7,000.00
L-108-5.2	Remove Existing Taxilane Electrical Cable, Including Conduit	265	LF	\$ 2.50	\$ 662.50	\$ 12.80	\$ 3,392.00
L-108-5.3	Remove Existing Taxilane Electrical Counterpoise	140	LF	\$ 2.50	\$ 350.00	\$ 15.00	\$ 2,100.00
L-108-5.4	Splice Proposed Airfield Cable to Existing Airfield Cable	1	EA	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
L-125-5.1	Remove Existing Taxilane Edge Light Fixture and Base Can	3	EA	\$ 250.00	\$ 750.00	\$ 1,480.00	\$ 4,440.00
L-125-5.2	Remove Existing Base Can and Relocate Existing Taxilane Edge Light Fixture	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00
L-125-5.3	Remove Existing Taxilane Edge Light Fixture Only (Existing Base Can to Remain)	1	EA	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00
PLANS	Gas Line Relocation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
PLANS	Telecommunication Line Removal	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
SCHEDULE II SUBTOTAL:				\$ 704,157.05			\$ 641,472.00
TOTAL				\$ 1,660,359.55			\$ 1,531,457.50

CONSTRUCTION AGREEMENT

THIS AGREEMENT, in four (4) duplicate originals, made and entered into this ____ day of _____, 20__, by and between the City of LAKE CITY, Party of the First Part, and Gray Construction Services Inc. of Trenton, Florida of Gilchrist County of State of hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:

NORTH DEVELOPMENT HANGAR & TAXILANES

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

One million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50)

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; Special Conditions; FAA AC 150/5370-10-H; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions

or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Costs of Legal Action and Attorneys' Fees. The prevailing party in any litigation relating to or arising from this Agreement shall be entitled to recover its expenses (including court costs and the reasonable fees and expenses of its legal counsel), both at the trial and appellate levels relating to such litigation.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto: N/A

Article 7. Insurance The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured **the City of Lake City**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level

of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 8. As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 9. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously

provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

Article 10. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in Columbia County, Florida.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (4) copies, the day and year first above written.

Article 11. E-Verify. Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of, (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and, (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract. The Contractor/Proposer/Bidder acknowledges and

agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

SIGNATURES ON NEXT PAGE

City of Lake City

By: _____

Name, Title

Date

ATTEST

By: _____

Name, Title

Date

Add-Ons or Substitutions.

Gray Construction Services, Inc.

By: _____

Name Title

Date

ATTEST

By: _____

Name, Title

Date

PERFORMANCE BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PAYMENT BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Gray Construction Services, Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

NORTH DEVELOPMENT HANGAR & TAXILANES

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092

The project consists of the Proposal, dated February 25, 2025, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents

(Amount in Written Words)

(\$1,531,457.50)

(Amount in Numerals)

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred eighty (180) calendar days with Phase 1 set at one hundred fifty (150) calendar days** after that specified date unless otherwise subsequently agreed. The liquidated damages for both Phase I and Phase II are \$500.00 per calendar day.

OWNER:

By: City of Lake City, Florida
Name

Signature

Printed Name

Title

Acknowledgement of Receipt of Contract Award by Contractor:

Gray Construction Services, Inc.
Name

Signature

Printed Name

Title

Date

RESOLUTION NO 2025-060

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 009-2025 FOR CONSTRUCTION OF LCQ NORTH DEVELOPMENT HANGAR AND TAXILANES; ACCEPTING THE BID FROM GRAY CONSTRUCTION SERVICES, INC., A FLORIDA CORPORATION AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the, "City") requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 009-2025 (the "ITB") seeking a vendor to construct the north development hangar and taxilanes at Lake City Gateway Airport (the "Services"); and

WHEREAS, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

WHEREAS, said ITB evaluation and tabulation process determined Gray Construction Services, Inc., a Florida corporation (the "Vendor") was the bidder responding to the ITB with the lowest responsive bid in the amount not to exceed \$1,531,457.50; and

WHEREAS, the City desires to and does accept the Vendor's bid; and

WHEREAS, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

CONSTRUCTION AGREEMENT

THIS AGREEMENT, in four (4) duplicate originals, made and entered into this ____ day of _____, 20__, by and between the City of LAKE CITY, Party of the First Part, and Gray Construction Services Inc. of Trenton, Florida of Gilchrist County of State of hereinafter designated as the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct:

NORTH DEVELOPMENT HANGAR & TAXILANES

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

One million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50)

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; Special Conditions; FAA AC 150/5370-10-H; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Costs of Legal Action and Attorneys' Fees. The prevailing party in any litigation relating to or arising from this Agreement shall be entitled to recover its expenses (including court costs and the reasonable fees and expenses of its legal counsel), both at the trial and appellate levels relating to such litigation.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto: N/A

Article 7. Insurance The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner, a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured **the City of Lake City**.

- A. The kinds and amounts of insurance are as follows:
 - 1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

<u>Bodily Injury Liability</u>		<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$1,000,000	\$3,000,000	\$1,000,000	\$2,000,000
 - 2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
 - 3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
 - 4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
 - 5. Automobile Liability and Property Damage Insurance. Subject to the same required level

of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

Article 8. As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

Article 9. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously

provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

Article 10. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in Columbia County, Florida.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (4) copies, the day and year first above written.

Article 11. E-Verify. Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of, (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and, (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract. The Contractor/Proposer/Bidder acknowledges and

agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

SIGNATURES ON NEXT PAGE

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

City of Lake City

By: _____

Name, Title

Date

ATTEST

By: _____

Name, Title

Date

Add-Ons or Substitutions.

Gray Construction Services, Inc.

By: _____

Name Title

Date

ATTEST

By: _____

Name, Title

Date

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

PERFORMANCE BOND**Bond Number**

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

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- c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

**EXHIBIT TO
RESOLUTION**

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EXECUTION**

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

**EXHIBIT TO
RESOLUTION**

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PAYMENT BOND**Bond Number**

PRINCIPAL (Legal Name and Business Address)	STATE OF INCORPORATION	
SURETY (Legal Name and Business Address)	CONTRACT NO.	CONTRACT DATE
PENAL SUM OF BOND (Expressed in words and numerals)		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto City of Lake City, 205 N Marion Avenue, Lake City, FL 32055, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: NORTH DEVELOPMENT HANGAR & TAXILANES

Project Location: Lake City Gateway Airport (LCQ)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

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3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

SIGNATURES ON NEXT PAGE

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: _____ Corporate Name: _____

Signature: _____ Signature: _____

Name and Title _____ Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST: _____ Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____ Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

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

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this _____ day of _____, 20____,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Gray Construction Services, Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

NORTH DEVELOPMENT HANGAR & TAXILANES

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092

The project consists of the Proposal, dated February 25, 2025, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents

(Amount in Written Words)

(\$1,531,457.50)

(Amount in Numerals)

**EXHIBIT TO
RESOLUTION**

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Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred eighty (180) calendar days with Phase 1 set at one hundred fifty (150) calendar days** after that specified date unless otherwise subsequently agreed. The liquidated damages for both Phase I and Phase II are \$500.00 per calendar day.

OWNER:

By: City of Lake City, Florida
Name

Signature

Printed Name

Title

Acknowledgement of Receipt of Contract Award by Contractor:

Gray Construction Services, Inc.
Name

Signature

Printed Name

Title

Date

City of Lake City, Florida



Lake City Gateway Airport (LCQ)

North Taxilane (Construction Phase)

**Construction Administration, Periodic Construction
Monitoring/Observation, QA Materials Testing, and
Grants Administration Assistance**

by
Passero Associates, LLC
(Passero Project No. 20070044.031R)

Supplemental Agreement 25-31R

Supplemental Agreement 25-31R

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

North Taxilane (Construction Phase)

Construction Administration, Periodic Construction Monitoring/Observation, Quality Assurance, Materials Testing, and Grants Administration Assistance

Lake City Gateway Airport, FL

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Professional Services Agreement with the City of Lake City (Owner or "Client") for Engineering and Consulting Services dated October 1, 2022, all of which terms and conditions are incorporated herein by reference.

Project Location: Lake City Gateway Airport, Lake City, Florida.

Project Description: This Project shall consist of the construction of a new Taxilane with associated site work (FAA Funded) to serve a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

Scope of Basic Services: Construction Administration, Periodic Construction Monitoring / Observation, QA Materials Testing, and Grants Administration Assistance (see Attachment A: Scope of Work).

Scope of Special Services: Materials Testing (see Attachment A: Scope of Work).

Client Manager: Mr. Don Rosenthal, City Manager

Airport Manager: Mr. Ed Bunnell

PA Program Manager: Mr. Brad Wentz

PA Project Managers: Ms. Leona Lewis

<u>Basic Services Compensation and Method of Payment:</u>	Not-to-Exceed	\$ 80,742.00
<u>Special Services Compensation and Method of Payment:</u>	Not-to-Exceed	\$ 17,258.00
<u>Total Project Cost:</u>	Not-to-Exceed	\$ 98,000.00

Schedule: To be determined as soon as Notice-To-Proceed is issued.

Meetings: Pre-construction and progress meetings; substantial and final completion.

Deliverables:

1. Project management and coordination services.
2. Periodic Construction Monitoring/Observation services.
3. Quality Assurance and Material testing services.
4. Project closeout, including documentation for the FDOT.

"Consultant" – Passero Associates, LLC

"Client" – City of Lake City, Florida

BY: Bradley J. Wentz
Bradley Wentz, Vice President

BY: _____
Noah Walker, Mayor

ATTEST BY: Angela Witt
Angela Witt, Grants/Contracts Admin.

ATTEST BY: _____
Audrey Skyes, City Clerk

Date: April 11, 2025

Date: _____

**EXHIBIT TO
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ATTACHMENT A: Scope of Work
North Taxilane (Construction Phase)
Lake City Gateway Airport, Florida

I. Project Description

Passero Associates, LLC (Consultant) will provide construction administration, periodic construction monitoring / observation, Quality Assurance and Materials Testing, and grants administration assistance during the construction phase a new taxilane with associated site work (FAA Funded) to serve a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

II. Basic Services

Passero Associates (Consultant or Passero) will provide the following basic services to assist the City of Lake City (City or Client) with the construction phase of this project:

A. Construction / Contract Administration

In the Construction Administration Phase, the Consultant shall assist the City in administering the construction contract with the selected Contractor for compliance with applicable regulations, and as follows:

1. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at periodic construction coordination meetings and other meetings required during construction. Prepare, review, and distribute minutes of all meetings, if applicable.
2. Review, approve or take appropriate action on all contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
3. Review and take appropriate action on alternative construction methods proposed by the Contractor.
4. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
5. Interpret the requirements of the contract documents and advise the Contractor of these requirements on behalf of the City.
6. Participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FAA and FDOT, and the Contractor.

Periodic Construction Monitoring / Observation

Note: Periodic construction monitoring / observation is a field-based task that involves attendance at progress meetings and on-site observation of critical work items that are established and scheduled during weekly project meetings. The Consultant will not be present 100% of the time that the Contractor is present and working. The Consultant shall provide periodic on-site monitoring / observation of construction services as follows:

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1. Maintain a project record in accordance with the requirements of the State of Florida Department of Transportation and Federal Aviation Administration.
2. Review documents and submissions by contractors pertaining to scheduling and advise the City as to their acceptability.
3. Observe the work to determine conformance to the contract documents and to ascertain the need for correction or rejection of the work.
4. Attend, conduct, and prepare minutes for pre-construction conference, pre-paving conference, periodic progress meetings, final inspection of the completed project, and any other special meetings, as needed or requested.
5. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the plans and specifications.
6. Interpret the contract plans and specifications and monitor the construction activities to maintain compliance with the intent of the design.
7. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.
8. Prepare and submit inspection reports of construction activity and problems encountered, as required by the City, the State of Florida Department of Transportation and FAA.
9. Prepare, review and approve periodic and final payments to Contractor.
10. Review Contractors final records, including as-built drawings, and all project closeout documents.

B. Grants Administration Assistance

Throughout the duration of this project, the Consultant will provide grants administration assistance to the City with the following items:

1. Attend and provide assistance to the City at the project's funding coordination meetings with the FDOT and FAA.
2. Assist in the preparation of reimbursement request packages; coordinate packages' execution by City and submissions to the FDOT and FAA.
3. Assist City in compiling and submitting necessary project closeout documents required by the FDOT and FAA.
4. Serve as liaison for the City with FDOT and FAA, as requested.

C. Clarification of Responsibility

The City acknowledges and confirms that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for this Project are limited to those specified in this Work Order executed by the City.

The City acknowledges and confirms that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.

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The City confirms that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the monitoring / observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The City acknowledges and confirms that the Contractor is responsible for project site safety. Passero staff will not control, direct, or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date, a supplemental Work Order to extend Passero Associates' services may be required.

III. SPECIAL SERVICES

1. QA Materials Testing.
2. If other special services need to be provided by the Consultant to the City during this Project, the services must be agreed to by the Consultant and City; and performed by the Consultant only as approved by the City, in writing, prior to such services being rendered.

IV. Other

1. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero is not responsible for data that is not provided during this Agreement.

End of Scope of Work

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

City of Lake City, Florida



Lake City Gateway Airport (LCQ)

Construction Administration,
Periodic Observation, and Grants Administration
Assistance for North Hangar

by
Passero Associates, LLC
(Passero Project No. 20070044.032R)

Supplemental Agreement 25-32R

Dated: April 4, 2025

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

Supplemental Agreement 25-32R

**North Hangar (Construction Phase)
Construction Administration, Periodic Observation, and
Grants Administration Assistance
Lake City Gateway Airport, FL**

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Professional Services Agreement with the City of Lake City (Owner or "Client") for Engineering and Consulting Services dated October 1, 2022, all of which terms and conditions are incorporated herein by reference.

Project Location: Lake City Gateway Airport, Lake City, Florida.

Project Description: This Project shall consist of the construction of a new FDOT Funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including an apron with taxilane connector, site utilities, parking lot and drainage system.

Scope of Basic Services: Construction Administration, Periodic Observation, and Grants Administration Assistance for North Hangar (see Attachment A: Scope of Work).

Scope of Special Services: None (see Attachment A: Scope of Work).

Client Manager: Mr. Don Rosenthal, City Manager.

Airport Manager: Mr. Ed Bunnell

PA Program Manager: Mr. Brad Wenthe.

PA Project Managers: Christopher Nardone, RA

Basic Services Compensation and Method of Payment: Not-to-Exceed \$ 79,500.00

Special Services Compensation and Method of Payment: Not-to-Exceed \$ None

Total Project Cost: Not-to-Exceed \$ 79,500.00

Schedule and Meetings: Start work upon authorization of this supplemental agreement. Pre-construction and progress meetings; substantial and final-completion as applicable for the construction schedule and progress.

- Deliverables:**
1. Project management and coordination services.
 2. Periodic Construction Monitoring/Observation services.
 3. Quality Assurance and Material testing services.
 4. Project closeout, including documentation for the FDOT.

"Consultant" – Passero Associates, LLC

"Client" – City of Lake City, Florida

BY: Bradley J. Wenthe
Bradley Wenthe, Vice President

BY: _____
Noah Walker, Mayor

ATTEST BY: Angela Witt
Angela Witt, Grants/Contract Administrator

ATTEST BY: _____
Audrey Skyes, City Clerk

Date: April 11, 2025

Date: _____

ATTACHMENT A: Scope of Work
North Hangar (Construction Phase)
Lake City Gateway Airport, Florida

I. Project Description

Passero Associates, LLC (Consultant) will provide construction administration, periodic observation, and grants administration assistance during the construction phase of a new FDOT funded 4,368 square foot Bulk Hangar at the Lake City Gateway Airport (LCQ), including asphalt aprons with asphalt taxilane connectors, site utilities, parking lot and drainage system.

II. Basic Services

Passero Associates (Consultant) will assist the City of Lake City ("City" or "Client") with construction of a Bulk Hangar Building by providing the following professional services:

A. General:

1. The Consultant shall advise and consult with the Client during the Construction Phase Services.
 - a) The Consultant shall have authority to act on behalf of the Client only to the extent provided in this Work Order.
 - b) The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
 - c) The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or any other persons or entities performing portions of the Work.
2. The Consultant's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Consultant issues the final Certificate for Payment.
3. The Consultant shall not be responsible for Client's directive or substitution, or for the Client's acceptance of non-conforming Work, made or given without the Consultant's written approval.

B. Evaluations of the Work:

1. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise required, to become generally familiar with the progress and quality of the portion of Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. Six (6) site visits are included for Architectural scope of work, and 2-4 site visits per week are assumed for the Civil scope of work depending on the contractors level of activity on site and during critical points of the project.
 - a) On the basis of site visits, the Consultant shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Client.
 - (1) known deviations from the Contract Documents,
 - (2) known deviations from the most recent construction schedule submitted by the Contractor, and
 - (3) defects and deficiencies observed in the Work.

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2. The Consultant has the authority to recommend rejection of the Work, by the Client, that does not conform to the Contract Documents.
 - a) Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to recommend (to the Client) inspection, testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed, or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the work.
3. The Consultant shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Client or Contractor. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
4. Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.
 - a) When making such interpretations and decisions the Consultant shall endeavor to secure faithful performance by both the Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
 - b) The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

C. Certificates of Payment to the Contractor:

1. The Consultant shall review and certify the amounts due to the Contractor and shall issues certificates in such amounts.
 - a) The Consultant's certification for payment shall constitute a representation to the Client, based on the Consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
 - b) The foregoing representations are subject to
 - (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,
 - (2) results of subsequent tests and inspections,
 - (3) correction of minor deviations from the Contract Documents prior to completion, and
 - (4) specific qualifications expressed by the Consultant.
2. The issuance of a Certificate for Payment shall not be a representation that the Consultant has:
 - a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work,
 - b) reviewed construction means, methods, techniques, sequences, or procedures,
 - c) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Client to substantiate the Contractor's right for payment, or
 - d) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
3. The Consultant shall maintain a record of the Applications and Certificates for Payment.

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EXECUTION

D. Submittals:

1. The Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.
 - a) The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Consultant's professional judgement, to permit adequate review.
2. The Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the information given and the design expressed in the Contract Documents.
 - a) Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
 - b) The Consultant's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures.
 - c) The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy.
 - a) The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant.
 - b) The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - c) The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
4. The Consultant shall review and respond to requests for information (RFI) about the Contract Documents.
 - a) The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
5. The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

E. Changes in the Work:

1. The Consultant may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Consultant shall prepare Change Order and Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents.
2. The Consultant shall maintain records relative to changes in the Work.

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F. Project Completion:

1. The Consultant shall:
 - a) Conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
 - b) Issue Certificates of Substantial Completion;
 - c) Forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - d) Issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Consultant's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
2. The Consultant's observations shall be conducted with the Client to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
3. When Substantial Completion has been achieved, the Consultant shall inform the Client about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
4. The Consultant shall forward to the Client the following information received from the Contractor:
 - a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
 - b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Client against liens; and
 - c) any other documentation required of the Contractor under the Contract Documents.
5. Upon request of the Client, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall, without additional compensation, conduct a meeting with the Client to review the facility operations and performance.

G. Additional Services:

Upon recognizing the need to perform Additional Services, the Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide Additional Services until the Consultant receives the City's written authorization.

1. Additional Services may include:
 - a) Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Consultant;
 - b) Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, Field Conditions, other City-provided information, Contractor prepared coordinated drawings, or prior Project correspondence or documentation;
 - c) Prepared Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - d) Evaluating an extensive number of Claims;
 - e) Evaluating substitutions proposed by the City or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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- f) The Consultant shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Consultant shall notify the City:
 - i. (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
 - ii. (6) visits to the site by the Consultant during construction. (Assumes pre-bid meeting, 4 progress meetings, and a punch list walkthrough).

H. **Grants Administration Assistance:**

- 1. The Consultant shall:
 - a) Assist the Client with management of the Florida Department of Transportation (FDOT) Public Transportation Grant Agreements (PTGAs), including providing updates to FDOT as requested, updating the Florida Aviation Database as required, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.
 - b) Assist the Client with management of the Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grants (AIG) including preparation of the Fiscal Year 2024 grant application, providing updates to FAA as requested, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.

III. **SPECIAL SERVICES**

- 1. None
- 2. If other special services need to be provided by the Consultant to the City during the course of this Project, the services must be agreed to by the Consultant and City; and performed by the Consultant only as approved by the City, in writing, prior to such services being rendered.

IV. **FEE SUMMARY**

Passero Associates (PA) will complete construction administration services for the Bulk (north) hangar building at Lake City Gateway Airport for a **Not-To-Exceed fee of \$79,500** (seventy-nine thousand, five hundred dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

Fee Summary:

Basic Services		
1	Grants Administration	\$9,000
2	Construction Administration (Office-Based - Civil)	\$18,500
3	Construction Administration (Office-Based - Architectural)	\$9,000
4	Construction Administration (Office-Based - Structural)	\$1,500
5	Construction Administration (Site-Based - Civil)	\$30,000
6	Construction Administration (Site-Based - Architectural, 6 visits @ \$1,500 per)	\$9,000
7	Construction Administration (MEP - Promus)	\$2,500
Total Construction Phase Services Fee		\$79,500

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

V. OTHER CONSIDERATIONS AND EXCLUSIONS

1. Below we have listed services that are excluded from those provided in our Basic Architectural Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Deconstructive Investigation.
 - Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
2. Clarification of Responsibility:
 - The City acknowledges and confirms that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner.
 - The City acknowledges and confirms that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.
 - The City confirms that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.
 - The City acknowledges and confirms that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

End of Scope of Work**EXHIBIT TO
RESOLUTION****NOT FOR
EXECUTION**

File Attachments for Item:

24. City Council Resolution No. 2025-061 - A resolution of the City Council of the City of Lake City, Florida, concerning the Summer Youth Employment Program of the City of Lake City Police Department; recognizing the City of Lake City as the sole funding and administrative participant of the 2025 Program; authorizing the creation of twenty part-time, temporary positions to be administered by the City of Lake City Police Department in the City's Personnel Classification System; authorizing the transfer of funds from the Mariah Reginae Smith Fund Account (account number 001.16.574-080.82) to said Summer Youth Program (account number 001.11.521-030.49) to be administered by the City of Lake City Police Department; providing for the implementation and administration of the "Summer Youth Employment Program" by the City of Lake City Police Department from April 21, 2025 through August 31, 2025; providing for temporary, part-time training and employment opportunities for eligible City residents with the City; making findings of fact in support thereof; providing for conflicts; and providing an effective date.

MEETING DATE
4-21-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Summer Youth Employment Program

DEPT / OFFICE: Lake City Police Department

Originator: Chief Gerald Butler		
City Manager Don Rosenthal	Department Director Chief Gerald Butler <i>DB</i>	Date 4/11/25
<p>Summary Explanation & Background:</p> <p>Since 2019, (except for 2020 due to COVID) the Lake City Police Department has partnered with Florida Crown and Columbia County to develop and sponsor the “Summer Youth Employment” Program with the goals of providing the youth in our community with summer employment while having the youths and their families experience a beneficial relationship with their local Police Department. This program is also geared towards giving these youths soft skills training which will assist them in the future to secure employment. This program provides them meaningful employment during the summer, keeps them off the streets, and allows them to develop a stronger sense of confidence and self-worth.</p> <p>Currently LCPD is budgeted \$25,000 for this program. With LCPD, through the City, being the sole sponsor for this program, and the City of Lake City’s Departments providing the job openings, the budgeted \$25,000 is not adequate for the goal of having 20 youths, who are residents of the City of Lake City, in this years’ program. The program historically has had between 35-46 youths participating. This request is to transfer \$25,000 from the Mariah Smith Fund (Acct. #001.16.574-080.82) to the Summer Youth Program (Acct 001.11.521-030.49) so 20 youths can participate.</p>		
Alternatives: Keep funding at currently budgeted \$25,000 and have 10 youths participate.		
Source of Funds: Mariah Smith Fund (Acct. #001.16.574-080.82) (current Balance \$200,000)		
Financial Impact: None- Fund transfer between budgeted accounts		
Exhibits Attached: N/A		

RESOLUTION NO 2025 - 061

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA CONCERNING THE SUMMER YOUTH EMPLOYMENT PROGRAM OF THE CITY OF LAKE CITY POLICE DEPARTMENT; RECOGNIZING THE CITY OF LAKE CITY AS THE SOLE FUNDING AND ADMINISTRATIVE PARTICIPANT OF THE 2025 PROGRAM; AUTHORIZING THE CREATION OF TWENTY PART-TIME, TEMPORARY POSITIONS TO BE ADMINISTERED BY THE CITY OF LAKE CITY POLICE DEPARTMENT IN THE CITY'S PERSONNEL CLASSIFICATION SYSTEM; AUTHORIZING THE TRANSFER OF FUNDS FROM THE MARIAH REGINAE SMITH FUND (ACCOUNT NUMBER 001.16.574-080.82) TO SAID SUMMER YOUTH PROGRAM (ACCOUNT NUMBER 001.11.521-030.49) TO BE ADMINISTERED BY THE CITY OF LAKE CITY POLICE DEPARTMENT; PROVIDING FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE "SUMMER YOUTH EMPLOYMENT PROGRAM" BY THE CITY OF LAKE CITY POLICE DEPARTMENT FROM APRIL 21, 2025 THROUGH AUGUST 31, 2025; PROVIDING FOR TEMPORARY, PART-TIME TRAINING AND EMPLOYMENT OPPORTUNITIES FOR ELIGIBLE CITY RESIDENTS WITH THE CITY; MAKING FINDINGS OF FACT IN SUPPORT THEREOF, PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (the "City") by and through its Lake City, Police Department (the "Police Department") has historically joined with CareerSource Florida Crown and Columbia County (the "Program Partners") to provide employment assistance to adolescents through the Police Department's Summer Youth Employment Program (the "Program"); and

WHEREAS, the Program Partners are unable to participate with the City in funding, implementing, and administering the Program in 2025; and

WHEREAS, the City continues to desire to provide employment assistance through the Program in 2025; and

WHEREAS, without the participation of the Program Partners, the City must necessarily fund the Program exclusively from City funds, in addition to being the exclusive provider of implementation and administration support; and

WHEREAS, by Resolution 2023-102 the City Council established the Mariah Reginae Smith Fund for the purpose of funding gun violence prevention programs in the City; and

WHEREAS, the Program will employ and provide certain of the City's youth with employability skills and education with the purpose of, among others, preventing youth gun violence in the City; and

WHEREAS, transferring funds from the Mariah Reginae Smith Fund to the Program jointly fulfills the purposes of each; and

WHEREAS, inasmuch as the City is the administrator implementing the Program for 2025, the most efficient way to employ the Program participants is via temporary, part-time positions in the City's personnel classification system; and

WHEREAS, in furtherance thereof, the City desires to create twenty (20) temporary, part-time positions in the City's personnel classification system for the duration of the 2025 Program as set forth herein; and

WHEREAS, the City and the Police Department desire the City, via the Police Department, and supported solely by City resources, administer, implement, and fund the Program; and

WHEREAS, solely from City resources for the 2025 Program, administering, implementing, and funding the Program by creating twenty (20) positions in the City's personnel classification system, approving the position description for same; and transferring funds from the Mariah Reginae Smith Fund to the Program, 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. Solely from City resources for the 2025 Program and subject to Program participation being limited to eligible City residents, only, administering, implementing, and funding the Program by creating twenty (20) positions in the City's personnel classification system, approving the position description for same; and transferring funds from the Mariah Reginae Smith Fund to the Program, is in the public interest and in the interests of the City is in the public or community interest and for public welfare; and
2. The creation of twenty (20) temporary, part-time positions in the City's personnel classification system as set forth herein and in furtherance of the Program is authorized; and
3. The position description in the form attached as an exhibit hereto is approved; and

-
4. The transfer of funds from the Mariah Reginae Smith Fund (Account Number 001.16.574-080.82) to the Program (Account Number 001.11.521-030.49) is approved; and
 5. 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
 6. The City Manager is the chief executive of the City, charged with administration, management, and oversight of the various departments of the City; and
 7. The Mayor and the City Manager of the City of Lake City are each authorized and directed to take such actions as are necessary and prudent to give effect to the provisions and directives of this Resolution for, and on behalf of, the City; and
 8. 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
 9. 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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

25. City Council Resolution No. 2025-062 - A resolution of the City of Lake City, Florida, implementing a moratorium on the acceptance and consideration for approval of applications for Mobile Home or Manufactured Home Land Use Actions or permit approvals in the City of Lake City; making certain findings of fact in support of the City approving said moratorium; recognizing the authority of the City to approve and implement said moratorium; directing the City of Lake City Land Development Regulations Administrator to cease acceptance of new applications for Mobile Home or Manufactured Home Land Use Actions or permit approvals as of the effective date hereof; directing the City Attorney, the City Clerk, the City Manager, and the City of Lake City Land Development Regulations Administrator Official and Planning staff to cooperate to prepare an ordinance implementing such moratorium; specifying a duration for such moratorium; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
4/21/25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE:

Originator: Scott Thomason		
City Manager Don Rosenthal	Department Director Scott Thomason	Date 4/15/25
Recommended Action: Approval of Resolution 2025-062		
Summary Explanation & Background: Growth Management has been working on revising our Land Development Regulations to address placement of mobile and manufactured homes. Due to a recent influx of both we find it neccesary and reasonable to request a moratorium.		
Alternatives:		
Source of Funds: NA		
Financial Impact: NA		
Exhibits Attached: Resolution 2025-062		

RESOLUTION NO 2025 - 062

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA IMPLEMENTING A MORATORIUM ON THE ACCEPTANCE AND CONSIDERATION FOR APPROVAL OF APPLICATIONS FOR MOBILE HOME OR MANUFACTURED HOME LAND USE ACTIONS OR PERMIT APPROVALS IN THE CITY OF LAKE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID MORATORIUM; RECOGNIZING THE AUTHORITY OF THE CITY TO APPROVE AND IMPLEMENT SAID MORATORIUM; DIRECTING THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS ADMINISTRATOR TO CEASE ACCEPTANCE OF NEW APPLICATIONS FOR MOBILE HOME OR MANUFACTURED HOME LAND USE ACTIONS OR PERMIT APPROVALS AS OF THE EFFECTIVE DATE HEREOF; DIRECTING THE CITY ATTORNEY, THE CITY CLERK, THE CITY MANAGER, AND THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS ADMINISTRATOR OFFICIAL AND PLANNING STAFF TO COOPERATE TO PREPARE AN ORDINANCE IMPLEMENTING SUCH MORATORIUM; SPECIFYING A DURATION FOR SUCH MORATORIUM; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes (the "Act") requires the City of Lake City (the "City") to adopt a single code of development regulations which is consistent with the City's adopted Comprehensive Plan; and

WHEREAS, in compliance with the Act the City has adopted the City of Lake City Land Development Regulations (the "LDR") as its single code of development regulations; and

WHEREAS, the LDR was initially adopted in April 1996 and has been minimally updated since it's adoption; and

WHEREAS, the LDR contains certain definitions and provisions providing for certain regulations for mobile homes and manufactured homes; and

WHEREAS, the LDR has not been evaluated in recent years to consider changes to the Florida Building Code, Florida Administrative Code, Manufactured Home Construction and Safety

Standards, and impacts, fees, available personnel and experts to evaluate applications, fees, and charges, and data available for analysis in land use decisions, among other things; and

WHEREAS, ceasing the acceptance and consideration of applications for mobile home and manufactured home Land Use Actions or Permits in the City is in the public interest and for the public welfare to ensure the continued orderly and managed growth and development of the City and to minimize the public costs of such growth and development to the City and its residents; now therefore

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

1. Ceasing the acceptance and consideration of applications for mobile home and manufactured home Land Use Actions or Permits is in the public or community interest and for public welfare; and
2. The City of Lake City Land Development Regulations Administrator is directed to cease acceptance of applications for mobile home and manufactured home Land Use Actions or Permits as of the effective date hereof; and
3. In furtherance thereof, the City Council of the City of Lake City directs the City Attorney, the City Clerk, the City Manager, and the City of Lake City Land Development Regulations Administrator and Planning Staff to cooperate to prepare an ordinance implementing a moratorium on the acceptance and consideration of applications for mobile home and manufactured home Land Use Actions or Permits; and
4. The effective date of the moratorium in such ordinance shall be the date hereof; and
5. The duration of the moratorium shall be one year from the effective date hereof; and
6. The ordinance contemplated herein shall be presented to the City of Lake City Planning and Zoning Board at the earliest possible time for a recommendation by such board to the City Council concerning such ordinance; and
7. The City Attorney, the City Clerk, the City Manager, and the City of Lake City Land Development Regulations Administrator shall cooperate to engage consultants and contractors with the knowledge, time, resources and experience to guide the City Council through an evaluation of those portions of the LDR effecting mobile home and manufactured home Land Use Actions or Permits; and
8. 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

9. 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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

26. Discussion and Possible Action - Funding Request for Soulful Saturday, July 19, 2025
(Council Member Tammy Harris)

SOULFUL SATURDAY

Gateway City Ultimate Day Party



SuperFriends Entertainment
Anthony Hunt, Founder & CEO



SuperFriends Entertainment

Anthony Hunt, Founder & CEO

Experience a day of soulful R&B music, a vibrant day party atmosphere, and a stunning car show in the heart of Lake City, Florida.

OUR MISSION

Superfriends Entertainment is a corporation based in Jacksonville, Florida which promotes, markets and produces national, regional, and local musical tours, concerts, and events. Our corporation is part of a larger conglomeration of businesses, which forms (4) division: concert promotions, parties, events and consultation.

In January 2010 Tony Hunt, CEO of Superfriends Entertainment Inc., formed the company and now has three markets Dallas, Texas, Las Vegas, Nevada and Jacksonville, Florida.

We have handled a multitude of tours in all genre(s) of music, throughout the United States.

Based on Superfriend's experience in the live concert business, we have developed new and innovative ways to enhance the concert and party experience as well as maximize the revenue potential for each live performance.

“THREE EVENTS, ONE MEMORABLE DAY”



Gateway to Florida
Lake City's Ultimate Car Show

A showcase of stunning vehicles, from classic to modern, celebrating automotive passion."



Gateway Day Vibes
Lake City's Ultimate Day Party

Bring the whole family for a day of smooth R&B grooves and good times! Our R&B Day Party offers something for everyone, with live DJs spinning your favorite R&B hits, a variety of tasty food truck options, unique vendor stalls, and engaging activities for the kids. Enjoy a relaxed atmosphere where you can dance, eat, shop, and create unforgettable moments together.



The Gateway Groove
Soulful Sounds, Unforgettable Nights

It's a celebration of community, music, and family, where generations can come together to enjoy a beautiful evening under the open sky.

DAY OF EVENT TIMELINE

10am - 3pm *Car Show*

- Dedicated exhibitions and gatherings for the presentation of vintage, performance, and rare automobiles.
- Opportunities to participate in curated automotive displays and exhibitions.

3pm - 6pm *Lake City's Ultimate Day Party*

- Opportunities to highlight local vendors, food trucks, and more

6pm - 9pm *Soulful Sounds, Unforgettable Nights*

- Opportunities to showcase local talents
- 2-3 Celebrity Artists will perform



A "Soulful Saturday" event combining a car show, family-friendly day party, and R&B concert could bring several benefits to Lake City, Florida, particularly in its role as a "Gateway to Florida." Here's a breakdown of potential positive impacts:

Economic Benefits:	<ul style="list-style-type: none">• Increased Tourism: Such an event would attract visitors from surrounding areas and potentially further afield, boosting local tourism.• Support for Local Businesses: Vendors, food trucks, and local businesses could participate in the event, generating revenue.• Job Creation: Event organization, setup, and execution would create temporary jobs.
Community and Social Benefits:	<ul style="list-style-type: none">• Community Engagement: A family-friendly event would foster a sense of community and provide entertainment for residents of all ages.• Cultural Enrichment: An R&B concert would provide cultural entertainment and expose residents to live music and the car show would celebrate automotive culture and attract enthusiasts.• Positive Image: A well-organized and successful event would enhance Lake City's image as a welcoming and vibrant destination.
Gateway to Florida Implications:	<ul style="list-style-type: none">• Showcasing Lake City: Events like this can showcase the city's attractions and amenities, encouraging visitors to stay longer or return• Economic Development: Boosting tourism and supporting local businesses would contribute to the overall economic development of Lake City.



SuperFriends Entertainment

Anthony Hunt, Founder & CEO

In essence, a "Soulful Saturday" event could be a powerful tool for promoting Lake City, fostering community spirit, and driving economic growth.

Thank you.



SuperFriends Entertainment
Anthony Hunt, Founder & CEO

FULL EVENT EXPENSES

Lake City
VENUE

DATE(S) 3/28/2025

RENT**ARTISTS AND FEES**

Case

Shai

Big Mucci

Glenn Jones

DJ

\$20,000.00

\$2,000.00

ESTIMATED VARIABLE EXPENSES

Venue Ticket Commisions

Venue Additional Ticket Fee

Credit Cards

ASCAP

BMI

SESAC

GMR Global Music Rights

TOTAL ARTIST(S) GUARANTEE

ADVERTISING

tv /media

Catering Show

Alcohol

Catering Additional

radio

Decorations

Equipment Rental

Fans

Forklift/Boomlift

Fence

Generators

Ground Transportation

Hotels

House Lights

Insurance-Cancellation Policy

Insurance-Liability Policy

Legal Fees

License/Permits

Contingency/Miscellaneous

Runners Aftershow

Parking

Promoters Expenses

Production Team & Staff

Show Power

Staging

Staffing **See Below**

Box Office/Will Call

Cleaning Staff

Changeover Crew

Directors

Electricians

Security Backstage

Security Tour

Ticket Takers

Ushers

EMS/Medical

Fire

Police

Other:

\$3,000.00

\$4,000.00

\$500.00

\$1,400.00

\$1,000.00

\$2,000.00

\$3,000.00

\$8,000.00

\$1,000.00

\$1,000.00

PROJECTED TICKET REVENUES

2000 Admission	40	80,000.00	0
6 Vendors	150	900	0
15 Sponsorship	200	3,000	0
Beverage sales		12,000	0
Potential Gross		95,900	

TOTAL GROSS RECEIPTS

Less State Gross Tax 7,192.50

Less County FEE

Less Royalties

ADJUSTED GROSS RECEIPTS

Less Fixed Expenses 42,507.50

Less Variable Expenses

Less Guarantee

TOTAL UPFRONT EXPENSES 42,507.50

Net Receipts at Sellout 39,009.50

Total Return at Sellout

Breakdown Expenses 49,700

Average Ticketed Price 40

Breakeven # of Tickets 1,242

Percentage of Seats for Breakeven

NET PROFIT SPLIT POINT AT 100% SELLOUT**NET RECEIPTS** 100%

Investor Capital

Split/Return on Investment 50%

Total Return**Investor Rate of Return**

Sound & Lights		Promoter Net Receipts Split	50%
Stagehands Fee			
Stagehand Wardrobe			
Stagehand Pre-rig		NET PROFIT SPLIT POINT AT 50% SELLOUT	
Stage Manager	ross	Net Receipts	75%
Telephone: 2ways	\$300.00		
Tour Acco: jackie		Investor Capital	
Tour Director		Split/Return on investment	50%
Tables and chairs		Total Return	
Travel		Investor Rate of Return	50%
Vans			
Venue Labor Fee		Promoter Net Receipts Split	
Venue Rent	\$2,500.00		
TOTAL FIXED EXPENSES	\$49,700.00	NET PROFIT SPLIT POINT AT 50% SELLOUT	
		Net Reciepts	50%
		Investor Capital	
		Split/Return on Investment	50%
		Total Return	
		Investor Rate of Return	
		Promoter Net Receipts Split	50%