
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

May 15, 2023 at 6:00 PM

Venue: City Hall

AGENDA

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

Pledge of Allegiance

Invocation - 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.

Proclamations

- [1.](#) National Police Week - May 14-20, 2023
- [2.](#) In Recognition of Faye E. Williams Retirement

Minutes

- [3.](#) April 18, 2023 Special Called City Council/Joint City/County Meeting
- [4.](#) May 1, 2023 Regular Session

Approval of Agenda

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to 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 - None**Presentations - None****Old Business**Ordinances**Open Public Hearing**

5. City Council Ordinance No. 2023-2242 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application CPA 23-01, by the property owner of said acreage, under the amendment procedures established by Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre), County Commercial and City Commercial to City Residential, Moderate Density (less than or equal to 4 dwelling units per acre) on certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter's Trust)

Passed on first reading 3/6/23

Close Hearing

Adopt City Council Ordinance No. 2023-2242 on final reading

Open Public Hearing

6. City Council Ordinance No. 2023-2243 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of more than ten contiguous acres of land, pursuant to an application, Z 23-01, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2), County Commercial, Intensive (CI) and City Commercial, General (CG) to City Planned Residential Development (PRD) of

certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter's Trust)

Passed on first reading on 3/6/23

Close Hearing

Adopt City Council Ordinance No. 2023-2243 on final reading

Resolutions

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

Reminder: Will need a motion to remove from the table City Council Resolution No. 2023-031. (Item tabled at 3/20/2023 meeting)

Note: At the April 17, 2023 meeting there was no motion made to remove City Council Resolution No. 2023-031 from the table, nor to approve it.

Other Items

- [8.](#) Richardson Community Center Grant Update
9. Discussion and Update: Status on Citizens Review Board (Council Member Jake Hill)
- [10.](#) Discussion and Possible Action - Planning and Zoning Board

Application received on 11-01-2022 via email from Vanessa George for Sylvester Warren.

New Business

Ordinances

- [11.](#) City Council Ordinance No. 2023-2245 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-02, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential Moderate Density (less than or equal to 8 dwelling units per acre) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing for severability;

repealing all ordinances in conflict; and providing an effective date. (Tennis Forever, LLC)

Adopt City Council Ordinance No. 2023-2245 on first reading

- [12.](#) City Council Ordinance No. 2023-2246 (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 more than ten contiguous acres of land, pursuant to an application, Z 23-02, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Residential, Multiple Family-1 (RMF-1) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Tennis Forever, LLC)

Adopt City Council Ordinance No. 2023-2246 on first reading

- [13.](#) City Council Ordinance No. 2023-2247 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.19 to Article III, Chapter 86, which provides for the permanent vacating of the 30.00 foot wide utility easement located at Parcel 2 at Lot "B" Brookside Subdivision, a Subdivision according to the Plat thereof recorded in Plat Book 3, Page 45, of the Public Records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. (Tidal Wave)

Adopt City Council Ordinance No. 2023-2247 on first reading

Resolutions

- [14.](#) City Council Resolution No. 2023-053 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Second Amendment to the Agreement with the Florida Department of Environmental Protection; providing for public access reuse and chlorine contact chamber upgrades; providing for an extension to the agreement deadline; and providing for an effective date.
- [15.](#) City Council Resolution No. 2023-054 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Grant Agreement with the State of Florida, Department of Transportation, for eighty percent (80%) of the allowable costs associated with the design and install of security fencing, gates, access control improvements and installation of new cameras at the Lake City Gateway Airport; and providing for an effective date.
- [16.](#) City Council Resolution No. 2023-055 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number One to the continuing contract with Wetland Solutions, Inc., providing

for engineering services related to the Steedley Field Wetland; providing for payment for the professional services at a cost not to exceed \$498,800.00; and providing for an effective date.

17. City Council Resolution No. 2023-056 - A resolution of the City Council of the City of Lake City, Florida, accepting a proposal from ABS Aviation Consultancy, Inc. D/B/A Airport Business Solutions related to the appraisal of airport property for fair market rent of the location leased by HAECO of Americas; providing for the award of a contract; providing for the execution of the construction engineering and inspection contract for a price not to exceed \$32,500.00; and providing an effective date.

18. City Council Resolution No. 2023-057 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Eight to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the watermain extension on SE Magnolia Loop; providing for payment for the professional services at a cost not to exceed \$3,570.00; and providing an effective date.

Other Items

19. Discussion and Possible Action: Airport Fire Station (Council Member Jake Hill)

Departmental Administration - None

Comments by Council Members

Adjournment

YouTube Information

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

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

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

File Attachments for Item:

1. National Police Week - May 14-20, 2023

Proclamation

NATIONAL POLICE WEEK

MAY 14th-20th 2023

- WHEREAS,** *the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which it falls as National Police Week; and*
- WHEREAS,** *the members of the law enforcement agency of the City of Lake City play an essential role in safeguarding the rights and freedoms of the City of Lake City; and*
- WHEREAS,** *it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and*
- WHEREAS,** *the men and women of the law enforcement agency of the City of Lake City unceasingly provide a vital public service;*


NOW, THEREFORE, *I, Stephen M. Witt, Mayor of the City of Lake City, Florida, call upon all citizens of the City of Lake City and upon all patriotic, civic and educational organizations to observe the week of May 14th through 20th, 2023 as "National Police Week" with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.*

I further call upon all citizens of the City of Lake City to observe, Monday, May 15th, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 15th day of May 2023.


Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

2. In Recognition of Faye E. Williams Retirement

Proclamation

IN RECOGNITION OF FAYE E. WILLIAMS

WHEREAS, *Faye E. Williams has dedicated forty-four years of service to a career with the City of Lake City; and*

WHEREAS, *Ms. Williams was hired in 1979 as a Customer Service Cashier for the Customer Service Department; and*

WHEREAS, *Ms. Williams has also served as a Customer Service Clerk, a Customer Service Representative; and has ended her service as a Customer Service Representative III; and*

WHEREAS, *Ms. Williams received the City of Lake City Dedication Award in 1992; and*

WHEREAS, *Ms. Williams is being honored by friends and coworkers who are deeply appreciative of her contributions to the City through the years; and*

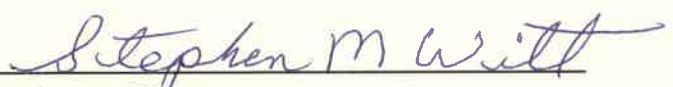
WHEREAS, *the governing body, by this recognition, wishes to express its great appreciation to Faye E. Williams for meritorious service, loyalty, and dedication to the City of Lake City*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby wish to recognize and honor Faye E. Williams for her commitment and dedication to her department and to the City and would like to wish her the best in her future endeavors.



Seal of the City of Lake City
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 15th day of May 2023.


Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

3. April 18, 2023 Special Called City Council/Joint City/County Meeting

The City Council in and for the citizens of the City of Lake City, Florida, met in Joint Session with the Columbia County Board of County Commissioners, on April 18, 2023 beginning at 5:30 PM, at the Richardson Community Center, located at 255 NE Coach Anders Lane, Lake City, Florida 32055. Members of the public also viewed the meeting on the Board of County Commissioners' YouTube Channel.

CALL TO ORDER – Columbia County Commissioner, Rocky Ford

INVOCATION – Council Member Chevella Young

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr. – tardy
C. Todd Sampson
Chevella Young
Ricky Jernigan
Todd Kennon
Dee Johnson
Chief Gerald Butler
Audrey Sikes

City Attorney
Assistant City Manager
Sergeant-at-Arms
City Clerk

APPROVAL OF AGENDA

The approval of the agenda was approved by County vote and authorized moving Richardson Community Center (Item#1) to the end of the agenda.

NEW BUSINESS

1. Discussion and Possible Action – City/County Consolidated 911 Dispatch

The City and County, along with Sheriff Mark Hunter, Chief Butler and Assistant Fire Chief Boozer discussed both dispatch agencies working together for 911 services.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion for the City to move forward and authorize the City Manager and City Attorney to bring a final document to the Council for consideration on a City/County Consolidated 911 Dispatch. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

2. Discussion and Possible Action – County Operated Animal Enforcement

Commissioner Ford reported the County would be doing Animal Enforcement and would like to work with the City on Animal Enforcement.

Mayor Witt handed out extra copies of City Council Resolution 2022-101, regarding the agreement the City holds for two years with the Columbia County Humane Society.

There were no motions made on this topic.

3. Discussion and Possible Action – Richardson Community Center

The County made a motion to accept the deed for Richardson Community Center from the City. The motion carried on a 3-2 vote.

Members and Commission discussed the CDBG-CV grant that could be used for improvements to the center.

Mr. Sampson made a motion to authorize County Manager David Kraus to facilitate the grant and be the grant administrator, and to seek a joint application. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

The County made a motion to co-sponsor the CDBG-CV grant with the City and the motion carried unanimously on a voice vote.

Members and Commission discussed forming a Joint Recreation Committee consisting of one City Council Member and one County Commissioner, with the County and City Attorneys structuring an Interlocal Agreement.

PUBLIC COMMENT: Tammy Magstadt – Treasurer for the Richardson Community Center Board; Linard Johnson (2), Phillip Mobley, Dr. Pamela Green, Glenel Bowden (2), Sylvester Warren (2), Chief Gerald Butler, Kyle Green, Monte Ashby, Harold Perry, Sylvester Warren, Glenel Bowden, Linard Johnson, Vanessa George, Tammy Magstadt (2), Joshua Garner, Shayla Jernigan, Tony Johnson, Linda Carter Elliott

ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:50 PM on a motion made and duly seconded.

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor/Council Member

File Attachments for Item:

4. May 1, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on May 1, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
C. Todd Sampson
Chevella Young
Ricky Jernigan
Todd Kennon
Paul Dyal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS

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

Mayor Witt presented the Municipal Clerks Week Proclamation to City Clerk, Audrey Sikes and Deputy City Clerk, Michelle Cannon.

MINUTES

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

Mr. Sampson made a motion to approve the April 11, 2023 Council Workshop and April 17, 2023 Regular Session Minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Carmela Bowens

APPROVAL OF CONSENT AGENDA

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

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

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

Mr. Jernigan made a motion to approve the consent agenda consisting of Item 4 and 5 listed above. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS – None

OLD BUSINESS

Ordinances – None

Other Items

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

Mr. Sova provided a summary on the property located at 614 North Marion and explained Mr. Carter discovered a lien against property during the purchasing process.

Nate Sweat provided members with a copy of an addendum to Mr. Carter's real estate contract, explaining the seller agreed to paying the City \$5,000.00 towards fees and expenses.

Mr. Sampson made a motion to forgive accumulated code enforcement fines on property (614 North Marion) contingent upon property closing by Gulf Atlantic Pump & Dredge. The motion also authorizes \$5,000.00 in administrative fees and requires the property owner to submit plans and obtain permits for construction within twelve months of this council action date. fees, cost and expenses. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

NEW BUSINESS

Ordinances – None

Resolutions

7. City Council Resolution No. 2023-047 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Seven to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the resurfacing of SW Grandview Street; providing for a payment for the professional services at a cost not to exceed \$72,900.00; and providing an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-047, authorizing the execution of Task Assignment Number Seven to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the resurfacing of SW Grandview Street, and providing for a payment for the professional services at a cost not to exceed \$72,900.00. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

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

8. City Council Resolution No. 2023-048 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution and submission of the application for Federal Assistance for FY 2023 NP Entitlement Grant Application - design; providing for a request for a grant award of up to \$165,000.00 in eligible costs associated with the South Airfield Drainage Study at the Lake City Gateway Airport; and providing an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-048, authorizing the execution and submission of the application for Federal Assistance for FY 2023 NP Entitlement Grant Application – design, and providing for a request for a grant award of up to \$165,000.00 in eligible costs associated with the South Airfield Drainage Study at the Lake City Gateway Airport. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

9. City Council Resolution No. 2023-049 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Ten to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for professional engineering services associated with the evaluation of modifying the Kicklighter Water Reclamation Facility to produce advanced waste treatment quality effluent and public access reuse; providing for a cost not-to-exceed \$48,000.00; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-049, authorizing Task Assignment Number Ten to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for professional engineering services associated with the evaluation of modifying the Kicklighter Water Reclamation Facility to produce advanced waste treatment quality effluent and public access reuse, and providing for a cost not-to-exceed \$48,000.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

10. City Council Resolution No. 2023-050 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into a Lease Agreement with Med-Trans Corporation, leasing property located at the Lake City Gateway Airport consisting of the former Airport terminal building and the adjacent property; and authorizing the execution of the lease.

Mr. Kennon clarified page 233 of the packet would be corrected to show 7.0% Sales Tax, instead of 7.5%.

Mr. Hill made a motion to approve City Council Resolution No. 2023-050, authorizing the City to enter into a Lease Agreement with Med-Trans Corporation, leasing property located at the Lake City Gateway Airport consisting of the former Airport terminal building and the adjacent property. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

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

11. City Council Resolution No. 2023-052 - A resolution of the City Council of the City of Lake City, Florida, amending Resolution 2023-029 and authorizing the execution of a Grant Agreement with the State of Florida, Department of Transportation, for the reimbursement of allowable costs associated with the design of Industrial Loop Road at the Lake City Gateway Airport for a cost not to exceed \$98,333.00. **Mr. Hill made a motion to approve City Council Resolution No. 2023-052, amending Resolution 2023-029 and authorizing the execution of a Grant Agreement with the State of Florida, Department of Transportation, for the reimbursement of allowable costs associated with the design of Industrial Loop Road at the Lake City Gateway Airport for a cost not to exceed \$98,333.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

Other Items

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

Supporting documents included in the agenda packet: City Council Resolution No. 2020-013; January 12, 2022 letter from Dale Williams, Executive Director of Lake Shore Hospital Authority; Minutes - July 5, 2022 (reference Item #4)

Mr. Sampson spoke regarding the 2020 agreement with the Lake Shore Hospital Authority. He felt it would be in the City's best interest to maintain the property for public parking.

Mr. Kennon declared having a conflict on this matter and stated the Lake Shore Hospital Authority would have to obtain independent legal counsel if there was a request for an addendum. Mr. Kennon stated he would continue to represent the City of Lake City. He stated the contract's intent was to grant lots for a new City Hall and incidental buildings.

Mr. Hill and Mayor Witt supported maintaining the lots for parking.

Mr. Sampson made a motion to request a modification from the Lake Shore Hospital Authority to the agreement to remove the requirement to build a new City Hall Building within the 4-year period and ask if they would allow the City to retain all or some of those lots for public purposes. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

13. Discussion and Possible Action - Co-locating Growth Management and Building related employees in new County building (Council Member Todd Sampson)

Mr. Sampson proposed for ease of access for customers, relocating the Growth Management staff to the new County building, along with Tap and Impact Fees employees.

Mr. Kennon recommended discussion between City and County administration, with administration bringing something back for Council to consider.

Mr. Jernigan reported the City Manager and Assistant City Manager needed to make that determination.

Mr. Dyal stated this has been discussed with the County Manager, and there were a lot of things to be worked out.

Mr. Dyal asked members for guidance and direction as to administrative functions for the City in his role as City Manager.

Mr. Jernigan spoke in support of the City Manager governing City staff.

At this time, Ms. Young is not in favor of combining the Growth Management Department with the County and stated she would like to hear more details. Ms. Young spoke in support of administration doing what they needed to do.

Mr. Hill made a motion for Mr. Dyal and Mr. Kraus to get together and bring something back to Council. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL

Mr. Sampson asked for an update on modifying the CDGB-CV Grant for Richardson Community Center.

Mr. Dyal reported the grant was assigned to County Manager David Kraus and there was no update at this time.

Mr. Sampson requested for County Manager David Kraus to attend the next Council meeting to provide an update.

Mr. Sampson recommended getting the standing committees back on a regular meeting schedule and asked the City Attorney to review the setup and to make the meetings compliant.

Mr. Dyal suggested scheduling a Workshop to discuss City Hall, City owned buildings and vacant lot properties.

Mr. Hill inquired as to when the new Human Resources Director would be starting. Mr. Dyal reported a candidate was selected and would be starting May 22.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:430 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

5. City Council Ordinance No. 2023-2242 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application CPA 23-01, by the property owner of said acreage, under the amendment procedures established by Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre), County Commercial and City Commercial to City Residential, Moderate Density (less than or equal to 4 dwelling units per acre) on certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter's Trust)

Passed on first reading 3/6/23

ORDINANCE NO. 2023-2242

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 MORE THAN 50 ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 23-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE), COUNTY COMMERCIAL AND CITY COMMERCIAL TO CITY RESIDENTIAL, MODERATE DENSITY (LESS THAN OR EQUAL TO 4 DWELLING UNITS PER ACRE) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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 implement a comprehensive plan;

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;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of the 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;

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 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;

WHEREAS, the City Council held the required public hearings, 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 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, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

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, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 23-01, by Gerry Dedenbach, AICP, of CHW Professional Consultants, as agent for George T. Hunter, John B. Hunter, Terry L. Hunter and Michael D. Pokitko Trustees of their successors in trust, under the John B. Hunter Revocable Trust, 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 RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre), COUNTY COMMERCIAL and CITY COMMERCIAL to CITY RESIDENTIAL, MODERATE DENSITY (less than or equal to 4 dwelling units per acre) on property described, as follows:

A parcel of land lying in Section 6 and Section 7, Township 4 South Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of said Section 6; thence North 00°29'55" West 1,414.39 feet, along the West line of said Section 6 to the South right-of-way line of Southwest Bascom Norris Drive; thence South 49°34'38" East 105.83 feet, along the South right-of-way line of said Southwest Bascom Norris Drive to the Point of Beginning; thence continue South 49°34'38" East 2,595.40 feet, along the South right-of-way line of said Southwest Bascom Norris Drive; thence South 23°13'10" West 463.79 feet; thence North 89°36'24" West 311.88 feet; thence South 0°17'44" East 1,129.66 feet; thence North 89°52'19" West 1,453.69 feet; thence North 00°39'11" West 1,894.82 feet to the South line of said Section 6 also being the North line of said Section 7; thence North 00°29'55" West 1,338.75 feet to the Point of Beginning.

Containing 93.80 acres, more or less.

Section 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.

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

Section 4. Effective Date. This ordinance shall be effective upon adoption.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

Section 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 6th day of March 2023.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 15th day of May 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

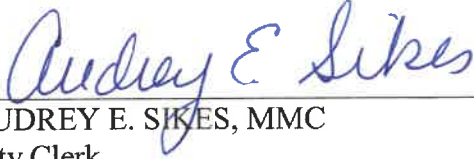
Thomas J. Kennon III, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____

Certification

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



AUDREY E. SIKES, MMC
City Clerk

Ordinance Number: 2023-2242
Passed on second and final reading on May 15, 2023

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	_____	_____	_____	_____
Jake Hill, Jr., Council Member	_____	_____	_____	_____
Todd Sampson, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____

Certification

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

AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

6. City Council Ordinance No. 2023-2243 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of more than ten contiguous acres of land, pursuant to an application, Z 23-01, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2), County Commercial, Intensive (CI) and City Commercial, General (CG) to City Planned Residential Development (PRD) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter's Trust)

Passed on first reading on 3/6/23

ORDINANCE NO. 2023-2243

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 MORE THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 23-01, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2), COUNTY COMMERCIAL, INTENSIVE (CI) AND CITY COMMERCIAL, GENERAL (CG) TO CITY PLANNED RESIDENTIAL DEVELOPMENT (PRD) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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;

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;

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;

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 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;

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 Planning and Zoning Board, serving also as the Local Planning Agency, 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:

Section 1. Pursuant to an application, Z 23-01, by Gerry Dedenbach, AICP, of CHW Professional Consultants, as agent for George T. Hunter, John B. Hunter, Terry L. Hunter and Michael D. Pokitko Trustees of their successors in trust, under the John B. Hunter Revocable Trust, 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 RESIDENTIAL, SINGLE FAMILY-2 (RSF-2), COUNTY COMMERCIAL, INTENSIVE (CI) and CITY COMMERCIAL, GENERAL (CG) to CITY PLANNED RESIDENTIAL DEVELOPMENT (PRD), in accordance with a preliminary development plan dated January 18, 2023, on property described, as follows:

A parcel of land lying in Section 6 and Section 7, Township 4 South Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of said Section 6; thence North 00°29'55" West 1,414.39 feet, along the West line of said Section 6 to the South right-of-way line of Southwest Bascom Norris Drive; thence South 49°34'38" East 105.83 feet, along the South right-of-way line of said Southwest Bascom Norris Drive to the Point of Beginning; thence continue South 49°34'38" East 2,595.40 feet, along the South right-of-way line of said Southwest Bascom Norris Drive; thence South 23°13 '10" West 463.79 feet; thence North 89°36'24" West 311.88 feet; thence South 0°17'44" East 1,129.66 feet; thence North 89°52'19" West 1,453.69 feet; thence North 00°39'11" West 1,894.82 feet to the South line of said Section 6 also being the North line of said Section 7; thence North 00°29'55" West 1,338.75 feet to the Point of Beginning.

Containing 93.80 acres, more or less.

Section 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.

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

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

The effective date of this amendment, Z 23-01, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 23-01. If Future Land Use Plan Map Amendment, CPA 23-01, does not become effective, this amendment, Z 23-01, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 23-01, to the Official Zoning Atlas may be issued or commence before it has become effective.

Section 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 6th day of March 2023.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 15th day of May 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:


Thomas J. Kennon III, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____

Certification

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



AUDREY E. SIKES, MMC
City Clerk

Ordinance Number: 2023-2243
Passed on second and final reading on May 15, 2023

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	_____	_____	_____	_____
Jake Hill, Jr., Council Member	_____	_____	_____	_____
Todd Sampson, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____

Certification

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

AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

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

Reminder: Will need a motion to remove from the table City Council Resolution No. 2023-031.
(Item tabled at 3/20/2023 meeting)

Note: At the April 17, 2023 meeting there was no motion made to remove City Council Resolution No. 2023-031 from the table, nor to approve it.

CITY COUNCIL RESOLUTION NO. 2023-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA TERMINATING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY, FLORIDA FOR THE ENGAGEMENT OF THE COUNTY'S BUILDING OFFICIAL TO ACT AS THE CITY'S BUILDING OFFICIAL.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") and Columbia County, Florida (hereinafter the "County") entered into an *Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida for Building Inspection Services* (hereinafter the "Interlocal Agreement") pursuant to Resolution 2022-012, wherein the County agreed to provide the City with services related to the engagement of the County's Building Official to act as the City's Building Official; and

WHEREAS, the City Administration desires to terminate the Interlocal Agreement with the County, providing for at least one hundred eighty (180) days prior to the effective date of such termination; and

WHEREAS, City has determined that it is in the public interest to terminate the Interlocal Agreement with the County pursuant to and in accordance with the terms of the Interlocal Agreement.

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

Section 1. The City is hereby authorized to terminate the Interlocal Agreement that was authorized pursuant to Resolution 2022-012.

[Remainder of this page left blank intentionally.]

Section 2. The Mayor is hereby directed to execute any and all documents necessary to terminate the Interlocal Agreement.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

File Attachments for Item:

8. Richardson Community Center Grant Update

Sikes, Audrey

From: David Kraus <david_kraus@columbiacountyfla.com>
Sent: Thursday, May 11, 2023 12:02 PM
To: Sikes, Audrey; Dyal, Paul; Johnson, Demetrius
Subject: City Council Meeting

Audrey;

Please let your Council know I cannot attend your City Council meeting next week as I have a schedule conflict. I need to attend the Town of Fort White Board meeting which is scheduled at 6:00 pm.

As for an update on the CDBG—CV grant, DEO has reached out to schedule a meeting with both the City and County before proceeding. So far, they have not been able to set a date and time. DEO will not discuss the grant until the meeting.

Thank you
David Kraus

File Attachments for Item:

10. Discussion and Possible Action - Planning and Zoning Board

Application received on 11-01-2022 via email from Vanessa George for Sylvester Warren.

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

Dear Applicant:

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

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

<u>Sylvester</u>	<u>Warren III</u>	
First Name	Last Name	Middle Initial
<u>930 NE. Joe Coney Terrace</u>		
Home Address		
<u>Lake City</u>	<u>Florida</u>	<u>32055</u>
City	State	Zip
<u>386-628-7152</u>		<u>swarren3rd@icloud.com</u>
Phone Number	Cell#	Email

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

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

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

Charter Review _____

Other: _____

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

Having supervised the building of many homes throughout our community, I have acquired a working knowledge of local zoning and building codes; I pride myself in having excelled in all building inspections. Therefore, it would be my pleasure to volunteer my knowledge and skills to ensure the highest level of economic growth, safety, housing, and infrastructure for our city and to assist with responsibilities of the local municipality with staying in compliance with rules and ordinances set forth by the charter and accomplishing goals set by the council.

Type text here

While not required, please feel free to attach a resume to this application.

Sylvester Warren III

930 NE Joe Coney Terrace Lake City, Florida 32055 (386) 628-7152

OBJECTIVE

Having supervised the building of many homes throughout our community, I have acquired a working knowledge of local zoning and building codes; I pride myself in having excelled in all building inspections. Therefore, it would be my pleasure to volunteer my knowledge and skills to ensuring the highest level of economic growth, safety, housing, and infrastructure for our city and to assist with responsibilities of the local municipality with staying in compliance with rules and ordinances set forth by the charter and accomplishing goals set by the council.

COMMUNITY SERVICE

George & Warren (Non-profit) Foundation – Director of Philanthropy Lake City, Florida	July 2020 - present
Annie Mattox Park – Board member/ Public Relations Lake City, Florida	June 2018 – present
Salvation Army – Board member Lake City, Florida	March 2021 – May 2022
Richardson Community – Volunteer Lake City, Florida	July 2017 – August 2019

PROFESSIONAL EXPERIENCE

George Construction, Lake City, Florida 2015 – Present	<i>Project Manager</i>
BMW Housing Solutions, Lake City, Florida 2020 – Present	<i>President</i>
WARMAC Development, Inc. Lake City, Florida 2020 – Present	<i>President</i>
Twentyeight Fourteen, Lake City, Florida. 2019 – Present	<i>Project Manager</i>
On Point Healthcare Staffing, Lake City, Florida 2018 – Present	<i>Finance Director</i>

Warren Development Group, Lake City, Florida

2016 – Present *President*

Warren Financial Solutions, Lake City, Florida

2015 – Present *President*

KEY SKILLS

- Planning, goal setting, and management skills
- Documentation and record keeping
- Collaborating with engineers, architects and construction personnel
- Problem-solving to address delays, emergencies or other issues
- Ability to supervise and manage others with excellent decision making skills to define and solve problems in an impartial and logical manner
- Selecting subcontractors and delegating work
- Ability to maintain confidentiality and demonstrate understanding, patience and tact when dealing with the public and take control and remain calm in crisis situations
- Comply with safety and building codes as well as legal requirements
- Excellent written and verbal communication skills
- Excellent interpersonal and negotiation skills
- Explaining contract and technical matters in a clear manner
- Strong attention to detail, multi-tasking ability, and time management skills
- Preparing budgets, cost estimates, schedules and timelines
- Ability to maintain a positive attitude throughout high volume periods and when working through challenging situations

File Attachments for Item:

11. City Council Ordinance No. 2023-2245 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-02, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential Moderate Density (less than or equal to 8 dwelling units per acre) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing an effective date. (Tennis Forever, LLC)

Adopt City Council Ordinance No. 2023-2245 on first reading

ORDINANCE NO. 2023-2245

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 23-02, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, MODERATE DENSITY (LESS THAN OR EQUAL TO 4 DWELLING UNITS PER ACRE) TO RESIDENTIAL, MEDIUM DENSITY (LESS THAN OR EQUAL TO 8 DWELLING UNITS PER ACRE) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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 implement a comprehensive plan;

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;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of the 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;

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 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;

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 Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

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, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 23-02, by Carol Chadwick, P.E., as agent for Tennis Forever, LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from RESIDENTIAL, MODERATE DENSITY (less than or equal to 4 dwelling units per acre) to RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) on property described, as follows:

A parcel of land lying in Section 6, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of said Section 6; thence South 85°45'49" West 1,381.02 feet, along the South line of said Section 6; thence North 02°04'49" East 30.18 feet to the North right-of-way line of Southwest Bascom Norris Drive to the Point of Beginning; thence South 85°45'49" West 1,313.19 feet, along the North right-of-way line of said Southwest Bascom Norris Drive; thence South 85°56'04" West 247.07 feet, still along the North right-of-way line of said Southwest Bascom Norris Drive; thence North 00°09'46" East 612.96 feet; thence North 85°46'54" East 1,580.93 feet; thence South 02°04'49" West 615.20 feet to the Point of Beginning.

Containing 22.05 acres, more or less.

Section 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.

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

Section 4. Effective Date. This ordinance shall be effective upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

Section 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 17th day of April 2023.

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 _____ 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

March 7, 2023

TO: City Council

FROM: Planning and Zoning Board
Serving also as the Local Planning Agency

SUBJECT: Application No. CPA 23-02 (Tennis Forever LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Land use amendment requests are ineligible to receive concurrency reservation because they are too conceptual and, consequently do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided, which quantifies for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

CPA 23-02, an application by Carol Chadwick, P.E., as agent for Tennis Forever, LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification from RESIDENTIAL, MODERATE DENSITY (less than or equal to 4 dwelling units per acre) to RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) for the property described, as follows:

A parcel of land lying in Section 6, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of said Section 6; thence South 85°45'49" West 1,381.02 feet, along the South line of said Section 6; thence North 02°04'49" East 30.18 feet to the North right-of-way line of Southwest Bascom Norris Drive to the Point of Beginning; thence South 85°45'49" West 1,313.19 feet, along the North right-of-way line of said Southwest Bascom Norris Drive; thence South 85°56'04" West 247.07 feet, still along the North right-of-way line of said Southwest Bascom Norris Drive; thence North 00°09'46" East 612.96 feet; thence North 85°46'54" East 1,580.93 feet; thence South 02°04'49" West 615.20 feet to the Point of Beginning. Containing 22.05 acres, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could theoretically result in 176 multifamily residential dwellings on site.

Based upon an average of 100 gallons of potable water usage per capital per day x 2.47 persons per dwelling unit = 247 gallons of potable water per dwelling unit per day.

176 (dwelling units) x 247 (gallons of potable water usage per dwelling unit per day) = 43,472 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2022, the average daily potable water usage = 3,351,000 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 43,472 gallons of potable water per day.

Residual capacity after this proposed amendment = 705,528 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the theoretical use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could theoretically result in 176 multifamily residential dwellings on site.

Based upon an average of 70 gallons of sanitary sewer effluent per capital per day x 2.47 persons per dwelling unit = 173 gallons of sanitary sewer effluent per day.

176 (dwelling units) x 173 (gallons of sanitary sewer effluent per capita per dwelling unit) = 30,448 gallons of sanitary sewer effluent per capita per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2020, the average sanitary sewer usage = 2,200,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 30,448 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 769,552 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the theoretical use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could theoretically result in 176 multifamily residential dwellings on site.

Based upon 12 pounds of solid waste per dwelling unit per day.

176 (dwelling units) x 12 (pounds of solid waste per day per dwelling unit) = 2,112 pounds of solid waste per day.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the theoretical use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

The proposed amendment could theoretically result in 176 multifamily residential dwellings on site.

Based upon an average of 2.47 persons per dwelling unit.

$176 \text{ (dwelling units)} \times 2.47 \text{ (persons per dwelling unit)} = 435 \text{ persons.}$

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the theoretical use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could theoretically result in 176 multifamily residential dwellings on site.

Summary Trip Generation Calculations for a Multifamily Housing (Low Rise).

Based upon 0.51 p.m. peak hour trip per multifamily dwelling unit.

$176 \text{ (dwelling units)} \times 0.51 \text{ (p.m. peak hour trips per weekday)} = 90 \text{ p.m. peak hour trips.}$

Existing p.m. peak hour trips = 1,179 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
S.R. 47 (from SW Burnett Road to U.S. 41)	1,179 a	C	0	90	1,269	C

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 11th Edition, 2021.

Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 3,290 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the theoretical number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is vacant land. The site is bounded on the north by public land use and single family residential land use, on the east by institutional land use, on the south by single family residential land use and vacant land and on the west by public land use.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2023, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, approximately 7 percent of the site is located within a 100-year flood prone area.

Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, approximately 5 percent of the site is located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain clay sand.

Soil Types

According to the U.S. Department of Agriculture, Natural Resources Conservation Service, Soil Survey Geographic Database dated 2023, the site is comprised of approximately 84 percent Mascotte fine sand soils, approximately 10 percent Albany fine sand (0 to 5 percent), and approximately 6 percent Surrency fine sand soils.

Mascotte fine sand soils are poorly drained, nearly level soil around wet depressions on the uplands and throughout the flatwoods.

Mascotte fine sand soils have severe limitations for building site development.

Albany fine sand (0 to 5 percent) soils are somewhat poorly drained, nearly level to gently sloping soil on broad flats bordering poorly defined drainageways and in undulating areas.

Albany fine sand (0 to 5 percent) soils have severe limitations for building site development.

Surrency fine sand soils are very poorly drained, nearly level soil in depression, near shallow ponds, and along drainageways.

Surrency fine sand soils have severe limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridian Aquifer, prepared by the Water Management District, dated 2016, the site is not located in an area of high aquifer groundwater recharge.

Vegetative Communities

According to the Comprehensive Plan, Ecological Communities map, the site is located in a Swamp Hardwoods. Known wildlife habitats or vegetative communities associated with Swamp Hardwoods vegetative community include mink, otter and hawks.



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March 3, 2023

Mr. Robert Angelo
Planning and Zoning Technician
City of Lake City
205 North Marion Avenue
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. CPA 23-02 (Tennis Forever LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Dear Robert:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Joyce Bruner, Executive Assistant
Paul Dyal, City Manager
Audrey Sikes, City Clerk
Marshall Sova, Code Enforcement Officer

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Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	_____	_____	_____	_____
Jake Hill, Jr., Council Member	_____	_____	_____	_____
Todd Sampson, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____

Certification

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

AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

12. City Council Ordinance No. 2023-2246 (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 more than ten contiguous acres of land, pursuant to an application, Z 23-02, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Residential, Multiple Family-1 (RMF-1) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Tennis Forever, LLC)

Adopt City Council Ordinance No. 2023-2246 on first reading

ORDINANCE NO. 2023-2246

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 MORE THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 23-02, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY RESIDENTIAL, MULTIPLE FAMILY-1 (RMF-1) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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;

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;

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;

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 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;

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 Planning and Zoning Board, serving also as the Local Planning Agency, 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:

Section 1. Pursuant to an application, Z 23-02, by Carol Chadwick, P.E., as agent for Tennis Forever LLC, 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 RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to CITY RESIDENTIAL, MULTIPLE FAMILY-1 (RMF-1) on property described, as follows:

A parcel of land lying in Section 6, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of said Section 6; thence South 85°45'49" West 1,381.02 feet, along the South line of said Section 6; thence North 02°04'49" East 30.18 feet to the North right-of-way line of Southwest Bascom Norris Drive to the Point of Beginning; thence South 85°45'49" West 1,313.19 feet, along the North right-of-way line of said Southwest Bascom Norris Drive; thence South 85°56'04" West 247.07 feet, still along the North right-of-way line of said Southwest Bascom Norris Drive; thence North 00°09'46" East 612.96 feet; thence North 85°46'54" East 1,580.93 feet; thence South 02°04'49" West 615.20 feet to the Point of Beginning.

Containing 22.05 acres, more or less.

Section 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.

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

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

The effective date of this amendment, Z 23-02, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 23-02. If Future Land Use Plan Map Amendment, CPA 23-02, does not become effective, this amendment, Z 23-02, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 23-02, to the Official Zoning Atlas may be issued or commence before it has become effective.

Section 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 17th day of April 2023.

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 _____ 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

March 7, 2023

TO: City Council

FROM: Planning and Zoning Board
Serving also as the Local Planning Agency

SUBJECT: Application No. Z 23-02 (Tennis Forever, LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Rezoning are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided which quantifies, for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

Z 23-02, an application by Carol Chadwick, P.E., as agent for Citadel I Holdings Company, LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to CITY RESIDENTIAL, MULTIPLE FAMILY-1 (RMF-1) on property described, as follows:

A parcel of land lying in Section 6, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of said Section 6; thence South 85°45'49" West 1,381.02 feet, along the South line of said Section 6; thence North 02°04'49" East 30.18 feet to the North right-of-way line of Southwest Bascom Norris Drive to the Point of Beginning; thence South 85°45'49" West 1,313.19 feet, along the North right-of-way line of said Southwest Bascom Norris Drive; thence South 85°56'04" West 247.07 feet, still along the North right-of-way line of said Southwest Bascom Norris Drive; thence North 00°09'46" East 612.96 feet; thence North 85°46'54" East 1,580.93 feet; thence South 02°04'49" West 615.20 feet to the Point of Beginning.

Containing 22.05 acres, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could potentially result in 176 multifamily residential dwellings on site.

Based upon an average of 100 gallons of potable water usage per capital per day x 2.47 persons per dwelling unit = 247 gallons of potable water per dwelling unit per day.

176 (dwelling units) x 247 (gallons of potable water usage per dwelling unit per day) = 43,472 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2020, the average daily potable water usage = 3,351,000 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 43,472 gallons of potable water per day.

Residual capacity after this proposed amendment = 705,528 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the potential use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could potentially result in 176 multifamily residential dwellings on site.

Based upon an average of 70 gallons of sanitary sewer effluent per capital per day x 2.47 persons per dwelling unit = 173 gallons of sanitary sewer effluent per day.

176 (dwelling units) x 173 (gallons of sanitary sewer effluent per capita per dwelling unit) = 30,448 gallons of sanitary sewer effluent per capita per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2020, the average sanitary sewer usage = 2,200,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 30,448 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 769,552 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the potential use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could potentially 176 multifamily residential dwellings on site.

Based upon 12 pounds of solid waste per dwelling unit per day.

176 (dwelling unit) x 12 (pounds of solid waste per day per dwelling unit) = 2,112 pounds of solid waste per day.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the potential use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

The proposed amendment could potentially result in 176 multifamily residential dwellings on site.

Based upon an average of 2.47 persons per dwelling unit.

$176 \text{ (dwelling units)} \times 2.47 \text{ (persons per dwelling unit)} = 435 \text{ persons.}$

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could potentially result in 176 multifamily residential dwellings on site.

Summary Trip Generation Calculations for a Multifamily Housing (Low Rise).

Based upon 0.51 p.m. peak hours per multifamily dwelling unit.

$176 \text{ (dwelling unit)} \times 0.51 \text{ (p.m. peak hour trips per weekday)} = 90 \text{ p.m. peak hour trips.}$

Existing p.m. peak hour trips = 1,179 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
S.R. 47 (from SW Burnett Road to U.S. 41)	1,179 a	C	0	90	1,269	C

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 11th Edition, 2021.

Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 3,290 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the potential number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is vacant land. The site is bounded on the north by public land use and single family residential land use, on the east by institutional land use, on the south by single family residential land use and vacant land and on the west by public land use.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2023, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, approximately 7 percent of the site is located within a 100-year flood prone area.

Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, approximately 5 percent of the site is not located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain clay sand.

Soil Types

According to the U.S. Department of Agriculture, Natural Resources Conservation Service, Soil Survey Geographic Database dated 2023., the site is comprised of approximately 84 percent Mascotte fine sand soils, approximately 10 percent Albany fine sand (0 to 5 percent), and approximately 6 percent Surrency fine sand soils.

Mascotte fine sand soils are poorly drained, nearly level soil around wet depressions on the uplands and throughout the flatwoods.

Mascotte fine sand soils have severe limitations for building site development.

Albany fine sand (0 to 5 percent) soils are somewhat poorly drained, nearly level to gently sloping soil on broad flats bordering poorly defined drainageways and in undulating areas.

Albany fine sand (0 to 5 percent) soils have severe limitations for building site development.

Surrency fine sand soils are very poorly drained, nearly level soil in depression, near shallow ponds, and along drainageways.

Surrency fine sand soils have severe limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridian Aquifer, prepared by the Water Management District, dated 2016, the site is not located in an area of high aquifer groundwater recharge.

Vegetative Communities

According to the Comprehensive Plan, Ecological Communities map, the site is located in a Swamp Hardwoods. Known wildlife habitats or vegetative communities associated with Swamp Hardwoods vegetative community include mink, otter and hawks.



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March 3, 2023

Mr. Robert Angelo
Planning and Zoning Technician
City of Lake City
205 North Marion Avenue
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. Z 23-02 (Tennis Forever, LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Dear Robert:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at (352) 955-2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Joyce Bruner, Executive Assistant
Paul Dyal, City Manager
Audrey Sikes, City Clerk
Marshall Sova, Code Enforcement Officer

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Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	_____	_____	_____	_____
Jake Hill, Jr., Council Member	_____	_____	_____	_____
Todd Sampson, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____

Certification

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

AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

13. City Council Ordinance No. 2023-2247 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.19 to Article III, Chapter 86, which provides for the permanent vacating of the 30.00 foot wide utility easement located at Parcel 2 at Lot "B" Brookside Subdivision, a Subdivision according to the Plat thereof recorded in Plat Book 3, Page 45, of the Public Records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. (Tidal Wave)

Adopt City Council Ordinance No. 2023-2247 on first reading

ORDINANCE NO. 2023-2247

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.19 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT VACATING OF THE 30.00 FOOT WIDE UTILITY EASEMENT LOCATED AT PARCEL 2 AT LOT "B" BROOKSIDE SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 45, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brookside Subdivision, a subdivision recorded in the public records of Columbia County, Florida (hereinafter "Brookside"), contains various parcels of real property that are neither developed or used by the public; and

WHEREAS, maintenance of such undeveloped and unused parcels (right-of-way) creates potential liability, additional work, and costs to the City of Lake City, Florida (hereinafter the "City"); and

WHEREAS, the abutting landowner of a parcel of real property has petitioned the City in accordance with Section 86, Code (Sections 86-96 – 86-101), to vacate the following: THE 30.00 FOOT WIDE UTILITY EASEMENT LOCATED AT PARCEL 2 AT LOT "B" BROOKSIDE SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 45, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA (hereinafter the "Parcel"; further identified in Exhibit A attached hereto); and

WHEREAS, the City Council finds that it is in the public interest to permanently close, vacate, and abandon the Parcel.

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

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

Section 2. The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.19 which section reads as follows:

Section 86-110.19 VACATING PORTIONS OF THE RIGHT OF WAY THE 30.00 FOOT WIDE UTILITY EASEMENT LOCATED AT PARCEL 2 AT LOT “B” BROOKSIDE SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 45, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

Section 3. The City finds the Parcel to be surplus to its needs and that it is in the public interest to close and vacate the Parcel.

Section 4. The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the vacated Parcel to its centerline and reserving a perpetual easement for utilities.

Section 5. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 6. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 7. 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 that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 8. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this _____ day of _____ 2023.

NOTICE PUBLISHED on this _____ day of _____ 2023.

PASSED AND ADOPTED on the second and final reading this _____ day of _____ 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

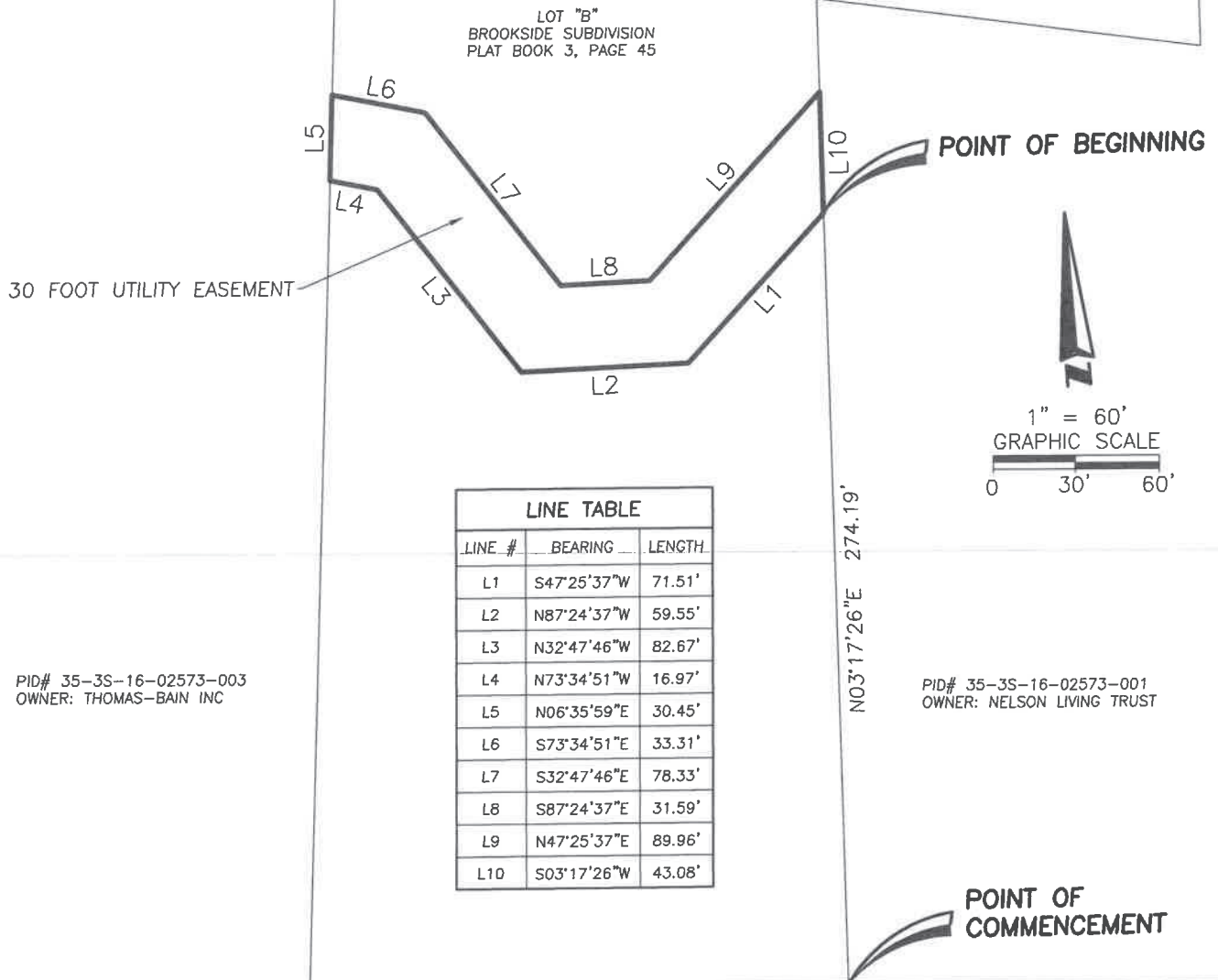
ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

SKETCH OF DESCRIPTION
A PROPOSED 30 FOOT WIDE UTILITY EASEMENT
LOCATED AT LOT "B"
PER PLAT BOOK 3, PAGE 45
BROOKSIDE SUBDIVISION



STATE ROAD NO. 10 (US HIGHWAY 90)

RIGHT OF WAY VARIES

PER FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP SECTION 29010-2549



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
8641 Baypine Road, Suite 5
Jacksonville, Florida 32256
(904) 737-5990

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 67207002
Job No. 67207
Date: N/A
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

File Attachments for Item:

14. City Council Resolution No. 2023-053 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Second Amendment to the Agreement with the Florida Department of Environmental Protection; providing for public access reuse and chlorine contact chamber upgrades; providing for an extension to the agreement deadline; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Amendment Two to FDEP Grant Agreement No. LPR0016

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director	Date 4/20/2023
Recommended Action: City Council consideration to approve amendment two (2) to the grant agreement LPR0016 between the Florida Department of Environmental Protection (FDEP), an agency of the State of Florida, and the City of Lake City.		
Summary Explanation & Background: <p>The original grant agreement was effective March 10th 2021 for the City to construct a new Chlorine Contact Chamber for the Public Access Reuse System (PAR). Amendment One to the agreement was approved by Council on 2/7/2022 for a time extension due to delays in receiving materials for the gravity line tie-in. The gravity tie-in was completed on 4/17/2022.</p> <p>The Wastewater department has been in communication with Mittauer and Associates as well as Wetland Solutions Inc. in order to come up with a more effective means of producing PAR rather than send filtered and chlorinated effluent to the wetlands for nutrient removal then back through the filter and re-chlorinate to go to the PAR system. We have also been in contact with the Florida Department of Environmental Protection (FDEP), to see if they would allow us to repurpose the funds of the grant to help cover the cost of modifying the system to produce PAR in a more feasible manner.</p> <p>FDEP has agreed to issue amendment 2 to the existing grant agreement to extend the grant until April 30, 2025, while we continue to evaluate a more effective means of producing PAR.</p>		
Alternatives: Not Accept		
Source of Funds: FDEP Grant		
Financial Impact: \$0		
Exhibits Attached: 1) Draft Grant Amendment No. 2		

CITY COUNCIL RESOLUTION NO. 2023-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR PUBLIC ACCESS REUSE AND CHLORINE CONTACT CHAMBER UPGRADES; PROVIDING FOR AN EXTENSION TO THE AGREEMENT DEADLINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 10, 2021, the City of Lake City, Florida (hereinafter the “City”) and the State of Florida, Department of Environmental Protection (hereinafter “FDEP”), entered into a *State of Florida Department of Environmental Protection Standard Grant Agreement LPR0016* (hereinafter the “Agreement”) pursuant to City Council Resolution No. 2021-033; and

WHEREAS, on February 7, 2022, the City and FDEP entered into *Amendment No. 1 to Agreement No. LPR0016 Between Florida Department of Environmental Protection and City of Lake City* pursuant to City Council Resolution No. 2022-015, extending the Agreement to May 31, 2023; and

WHEREAS, the City has determined an extension of the Agreement is necessary due to unexpected delays in the Project; and

WHEREAS, the City administration and FDEP have determined that a second amendment to the Agreement that affords an extension of the Agreement deadline to a new expiration date of April 30, 2025, is necessary; and

WHEREAS, the City Council finds it to be in the best interests of the City to amend the Agreement by executing the *Amendment No. 2 to Agreement No. LPR0016 Between Florida Department of Environmental Protection and City of Lake City* (hereinafter the “Amendment Two”), a copy of which is attached hereto.

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

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The Mayor and city administration are hereby authorized to execute and enter into Amendment Two to the Agreement.

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

Section 4. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council on this _____ day of May 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**AMENDMENT NO. 2
TO AGREEMENT NO. LPR0016
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE CITY**

This Amendment to Agreement No. LPR0016 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades (Project), effective March 10, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to unexpected delays in the Project; and,

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

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to April 30, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Stephen M. Witt, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Sarah Louissaint, DEP Grant Manager

Gabby VegaMolnar, DEP QC Reviewer

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan

ATTACHMENT 3-2 REVISED GRANT WORK PLAN

PROJECT TITLE: Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.131, -82.682). See Figure 1 for a site map.

PROJECT BACKGROUND: The City of Lake City's (Grantee) public access reuse (PAR) system is currently offline. The PAR system was designed with the chlorine contact chamber (CCC) within the 1.5 million-gallon reclaimed water storage tank. However, the Grantee's Utility Department only runs one shift of workers per day and cannot run the PAR system without staff present. When the PAR system is offline for 16 hours the chlorine residuals drop too low and, due to the specific design of the system, the entire storage tank must be emptied and refilled to re-chlorinate the reclaimed water.

PROJECT DESCRIPTION: This project will move the CCC from within the storage tank to its own free-standing unit, allowing for recirculation and quicker re-chlorination of reclaimed water to provide consistent availability to the Grantee's customers, and to add remote monitoring software to the PAR system so it can be monitored and produce reclaimed water 24 hours a day, 7 days a week.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the PAR system CCC upgrades and installation of the remote monitoring system.

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

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

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

Task 2: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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

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

Task 3: Construction

Deliverables: The Grantee will construct the PAR system CCC upgrades and install a remote monitoring system in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

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

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

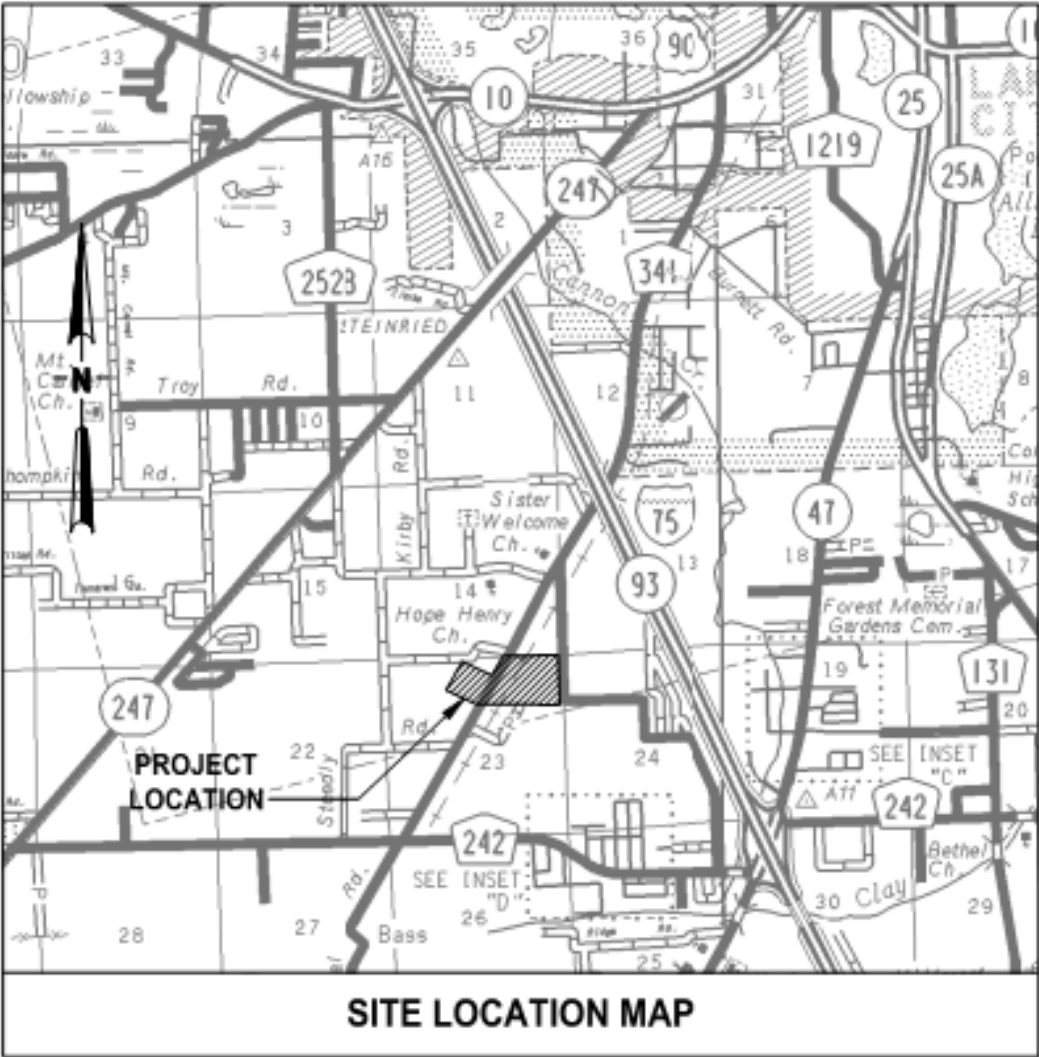
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$10,000	11/20/2020	11/30/2024
2	Project Management	Contractual Services	\$40,000	11/20/2020	11/30/2024
3	Construction	Contractual Services	\$950,000	11/20/2020	11/30/2024
Total:			\$1,000,000		

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Location Map



File Attachments for Item:

15. City Council Resolution No. 2023-054 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Grant Agreement with the State of Florida, Department of Transportation, for eighty percent (80%) of the allowable costs associated with the design and install of security fencing, gates, access control improvements and installation of new cameras at the Lake City Gateway Airport; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Design & Install of Safety Features at Lake City Gateway Airport

DEPT / OFFICE: Airport

Originator: Laura Kraft		
City Manager Paul Dyal	Department Director Dee Johnson	Date 4/25/2023
Recommended Action: Create and execute a Resolution (Exhibit D) authorizing the DOT to assist financially via the Public Transportation Grant Agreement (PTGA). This PTGA covers 80% of the estimated project cost of \$300,000.00. The city will be responsible for 20% or \$60,000.00 max.		
Summary Explanation & Background: The airport is in need of new security fencing for the parking lot area near Med-Trans and dumpsters. Transients are dumping waste into dumpsters and employee's vehicles are getting damaged. More cameras are needed especially around FBO and hangars. All remote controlled gates are old and need replacing. Access control into the FBO needs to be updated. Improved lighting around FBO, hangars, and parking lots are a must for security reasons.		
Alternatives: None available		
Source of Funds: Airport 030-52 account		
Financial Impact: \$60,000.00 City Match		
Exhibits Attached: PTGA Project #441222-2-94-23		

CITY COUNCIL RESOLUTION NO. 2023-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR EIGHTY PERCENT (80%) OF THE ALLOWABLE COSTS ASSOCIATED WITH THE DESIGN AND INSTALL OF SECURITY FENCING, GATES, ACCESS CONTROL IMPROVEMENTS AND INSTALLATION OF NEW CAMERAS AT THE LAKE CITY GATEWAY AIRPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to enter into a Public Transportation Grant Agreement (hereinafter the “PTGA”), attached hereto as Exhibit A, with the State of Florida, Department of Transportation (hereinafter “FDOT”), for the design and install of security fencing, gates, access control improvements and installation of new cameras at the Lake City Gateway Airport (hereinafter the “Project”); and

WHEREAS, the total Project cost is estimated not to exceed \$300,000.00 and the FDOT is providing eighty percent (80%), totaling \$240,000.00, and the City will be responsible for twenty percent (20%), totaling \$60,000.00 each pursuant to the Agreement (Financial Project Number 441222-2-94-23); and

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

WHEREAS, the City Council finds it to be in the best interests of the City to accept the offer of FDOT pursuant to the terms and conditions of the Agreement, a copy of which is attached hereto as “Exhibit A”.

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

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

[Remainder of this page left blank intentionally.]

Section 2. The Mayor is authorized to execute the Agreement for, and on behalf of, the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 441222-2-94-23	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number:	SAFE 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 & Installation of Security Fencing, Gates, Access Control Improvements & Security Cameras at Lake City Gateway Airport, 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 F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *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, 2026. 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.

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.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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 \$240,000 and, the Department's participation in the Project shall not exceed 80.00% 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:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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.
- 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

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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 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

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- 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 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.

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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 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

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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.
 - 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

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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:
 - 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

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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 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

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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.

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.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- 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

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage 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

**PUBLIC TRANSPORTATION
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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.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- 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.

**PUBLIC TRANSPORTATION
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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Lake City

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Install Security Fencing, Gates, Access Control Improvements & installation of new cameras.

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 consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; installation of security fencing, posts, rails, gates; & access control improvements, sodding; seeding; provisions for electrical and fiber optic systems; new security cameras, upgrades to existing cameras, electrical connections for cameras, signage; and pavement repairs, including all materials, equipment, labor and incidentals required to complete the fencing/gate/camera project per FAA Advisory Circular (AC) 150/5370-10G, Standards for Specifying Construction of Airports, Part 8 (Fencing). The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design & Install Security Fencing, Gates, Access Control Improvements & installation of new cameras.

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.



City of Lake City (Sponsor)
Lake City Gateway Airport
3524 US-90
Lake City, FL 32055

Passero Associates
2715 Lake City Road, Suite 200
Lake City, FL 32055
Principal or Owner: Andrew H. Passero
Project Manager: Chris Johnson
352.667.7777

Revisions	
1	
2	
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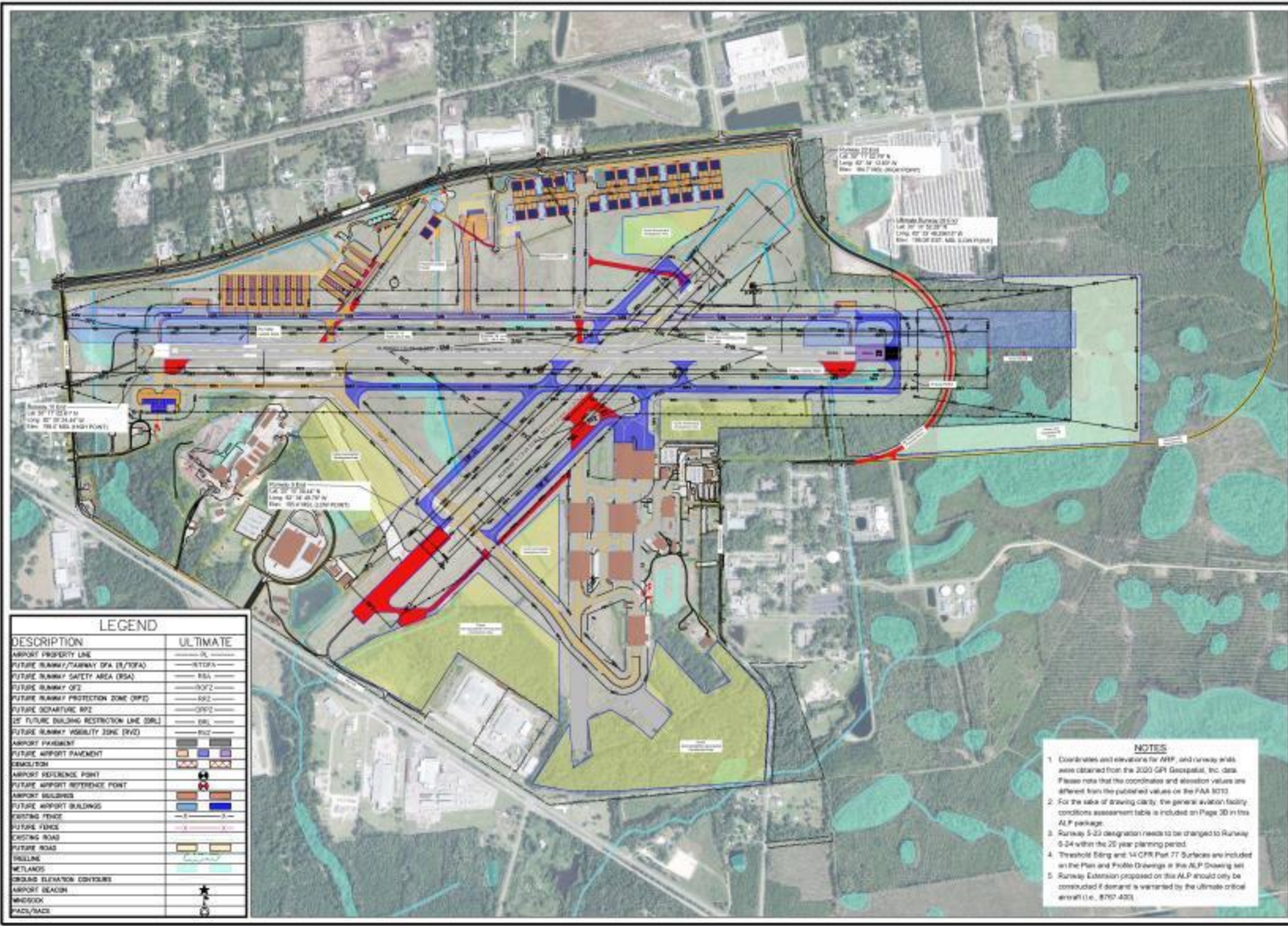
Airport Layout Plan Update
Airport Layout Plan - With Aerial
DRAFT
Lake City Gateway Airport

20070044.0019

Sheet 4A

March 202

98



LEGEND	
DESCRIPTION	ULTIMATE
AIRPORT PROPERTY LINE	—UL—
FUTURE RUNWAY/TAXIWAY SPA (FUTURE)	—RT/TA—
FUTURE RUNWAY SAFETY AREA (RSA)	—BS—
FUTURE RUNWAY QTS	—QTS—
FUTURE RUNWAY PROTECTION ZONE (RPZ)	—RPZ—
FUTURE BOWTIE RPZ	—BOWTIE—
EST FUTURE BUILDING RESTRICTION LINE (BRL)	—BRL—
FUTURE RUNWAY VISIBILITY ZONE (RVZ)	—RVZ—
AIRPORT FARMSTAND	—FARMSTAND—
FUTURE AIRPORT FARMSTAND	—FARMSTAND—
DEMOLITION	—DEMOLITION—
AIRPORT REFERENCE POINT	—REF. POINT—
FUTURE AIRPORT REFERENCE POINT	—REF. POINT—
AIRPORT BUILDINGS	—BUILDINGS—
FUTURE AIRPORT BUILDINGS	—BUILDINGS—
EXISTING FENCE	—FENCE—
FUTURE FENCE	—FENCE—
EXISTING ROAD	—ROAD—
FUTURE ROAD	—ROAD—
RAILLINE	—RAILLINE—
WETLANDS	—WETLANDS—
BOUNDARY ELEVATION CONTOURS	—ELEVATION—
AIRPORT DESIGN	—DESIGN—
WINDROCK	—WINDROCK—
PAVING/PAVE	—PAVING/PAVE—

NOTES

- Coordinates and elevations for ARP, and runway ends were obtained from the 2020 GPS Geopoint, Inc. data. Please note that the coordinates and elevation values are different from the published values on the FAA 8073.
- For the sake of drawing clarity, the general aviation facility conditions assessment table is included on Page 30 in this ALP package.
- Runway 5-23 designation needs to be changed to Runway 0-24 within the 20 year planning period.
- Threshold Elevation and 14 CFR Part 77 Surfaces are included in the Plan and Profile Drawings in the ALP Drawing Set.
- Runway Extension proposed on the ALP would only be constructed if demand is warranted by the ultimate critical aircraft (i.e., B767-400).

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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
441222-2-94-23	LF	088719	2023	751000	55.004	Aviation Grant Program	\$60,000.00
441222-2-94-23	SAFE	088719	2023	751000	55.004	Aviation Grant Program	\$240,000.00
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	\$240,000.00	\$60,000.00	\$0.00	\$300,000.00	80.00	20.00	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	\$240,000.00	\$60,000.00	\$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)	
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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.

Donna Whitney

Department Grant Manager Name

Signature

Date

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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, Donna Whitney (email: donna.whitney@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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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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.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

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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:** \$240,000

*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:

16. City Council Resolution No. 2023-055 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number One to the continuing contract with Wetland Solutions, Inc., providing for engineering services related to the Steedley Field Wetland; providing for payment for the professional services at a cost not to exceed \$498,800.00; and providing for an effective date.

MEETING DATE
?

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Engineering Services for Steedley Sprayfield to Wetlands Conversion

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director Cody Pridgeon	Date 4/26/23
Recommended Action: Accept Proposal from Wetland Solutions Inc. (WSI) for Engineering Services		
Summary Explanation & Background: <p>On 2/21/23 the City accepted a \$6,100,000 grant from FDEP to convert the existing Steedley Sprayfield to a Treatment Wetland (Resolution No. 2023-015). Wetland Solutions Inc. has submitted the attached proposal for engineering services for a total of \$498,800. A breakdown of the cost is below.</p> <ol style="list-style-type: none"> 1. Preliminary Engineering - \$196,200 2. Regulatory Coordination - \$67,300 3. Conceptual Design - \$41,200 4. 30% Design - \$60,200 5. 60% Design - \$54,300 6. 90% Design - \$34,300 7. Final Design - \$28,800 8. Bidding Services - \$16,500 		
Alternatives: Not Approve		
Source of Funds: FDEP Grant		
Financial Impact: \$498,800		
Exhibits Attached: 1) Proposal from WSI		

CITY COUNCIL RESOLUTION NO. 2023-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE STEEDLEY FIELD WETLAND; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$498,800.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Wetland Solutions, Inc. (hereinafter “Wetland”), as authorized by City Council Resolution No. 2021-180 to provide the City with engineering and consulting services when and as needed when requested by the City, for any of the City Projects; and

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

WHEREAS, the Florida Department of Environmental Protection approved a grant to the City to convert the existing Steedley Sprayfield to a Treatment Wetland (hereinafter the “Project”) and agreed to fund an amount not to exceed \$6,100,000.00 (Agreement Number LPS0090); and

WHEREAS, the City desires to enter into Task Assignment Number One to its Continuing Contract with Wetland for engineering services related to the Steedley Field Wetland, pursuant to the terms and conditions of Task Assignment Number One, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract.

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

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

Section 2. The City is hereby authorized to enter into Task Assignment Number One with Wetland for the additional services.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE STEEDLEY SPRAYFIELD

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

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional engineering and consulting services as authorized by City Resolution No. 2021-180 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the conversion of the Steedley Sprayfield to a Treatment Wetland, and the City desires to enter into this Task Assignment Number One with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number One.

2. **PROJECT**: The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in "Exhibit A" titled

Scope of Services, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number One.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of four hundred ninety-eight thousand, eight hundred dollars and zero cents (\$498,800.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

5. **ATTORNEYS' FEES AND COSTS.** In the event of a breach of the Continuing Contract or any provision of this Task Assignment by either party, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or this Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Number One, the Continuing Contract, and "Exhibit A", constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number One may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number One shall be binding upon and shall inure to the benefit of City and Consultant, their

successors and assigns.

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.**

This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

WETLAND SOLUTIONS, INC.

By: _____
Christopher H Keller,
President

SCOPE OF SERVICES

Lake City Steedley Sprayfield Wetland Conversion – (FDEP Grant LPS0090)

PREPARED FOR: Cody Pridgeon – Wastewater Director, City of Lake City

DATE: April 20, 2023

Purpose

In 2015/2016, the City of Lake City completed conversion of approximately 120 acres of wastewater sprayfield to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River BMAP that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with native groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora and fauna of spring runs. The City has determined that converting their remaining sprayfields to recharge wetlands is the most cost-effective approach to consistently meeting the BMAP requirements for the combined flows from the St. Margarets and Kicklighter wastewater treatment facilities. Operation of the City's existing wetland system has demonstrated that the initial project achieves compliance with the BMAP and increases net recharge to the Floridan Aquifer. The conversion of the Steedley Sprayfield to recharge wetlands will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD.

The City has received funding from the Florida Department of Environmental Protection (FDEP) to complete the design, permitting, bidding, construction, and post-construction evaluation of the project under Springs Grant Number LPS0090. This scope of work is limited to the permitting, design, and bidding phases of the project. Wetland Solutions, Inc. (WSI) has prepared the following detailed Scope of Services for these project phases.

Scope of Services

Task 1 – Design and Permitting

Task 1 includes preliminary engineering (survey, geotechnical, environmental data collection, and initial hydraulic and hydrologic modeling), regulatory coordination, and the development of design documents from conceptual through final design.

Task 1.1 - Preliminary Engineering (Survey, Geotechnical, Environmental, H&H Modeling)

Preliminary engineering will include data collection to complete the detailed design of the proposed recharge well project.

Task 1.1.1 - Survey

LiDAR topographic data will be collected along with site-specific conventional topographic and hydrographic survey data. Data collection will include surveying of existing infrastructure in the vicinity to allow for detailed design and tie-in to existing piping. The survey budget is assumed to include LiDAR topography, existing wet feature bathymetry, ground-truthing, existing infrastructure and above-grade features, and tree survey.

Task 1.1.2 – Geotechnical Investigation

Geotechnical samples will be taken to evaluate subsurface conditions in the areas where wetland inlet structures and recharge features are proposed. A geotechnical services budget assumes 22 borings (1 per 5 acres) to supplement historical geotechnical data. These data will be summarized in a Geotechnical Report for the site.

Task 1.1.3 – Modeling

WSI will develop preliminary hydraulic modeling to evaluate gravity and pressure flow delivery of reclaimed water to the project site. This information will be summarized in a H&H Task Memo (TM). WSI will also develop a groundwater model to illustrate the water quantity benefits of recharging reclaimed water at the Steedley site. This information will be summarized in a Groundwater Modeling TM.

Task 1.1.4 – Environmental Survey

WSI will review available data and literature to evaluate the potential presence of listed wildlife and plant species. WSI will conduct site visits to identify the presence of burrows that support gopher tortoises and commensal species.

Deliverables

- Electronic copies (PDFs) and points file (.TXT or .XYZ) of survey data.
- Electronic copy (PDF) of geotechnical engineering report.
- Electronic copy (PDF) of H&H TM.
- Electronic copy (PDF) of Groundwater TM.
- Electronic copy (PDF) of environmental report with GPS location data and description of observed listed species.

Task 1.2 – Regulatory Coordination

This task includes regulatory coordination with agencies responsible for environmental and wastewater permitting. WSI assumes all permitting fees will be paid by the City and are not included in this budget.

Task 1.2.1 – Environmental Resource Permitting

WSI will delineate jurisdictional wetlands and coordinate agency reviews of wetland boundaries. WSI will conduct a pre-application meeting with the environmental permitting agency to discuss the project and identify the permitting submittal requirements. WSI will prepare an

Environmental Resource Permit (ERP) application that will be submitted with the 60% design. WSI will respond to one (1) request for additional information (RAI) for the ERP application.

Task 1.2.2 – FDEP Wastewater Permitting

WSI will conduct a pre-application meeting with the FDEP to discuss the project and identify the permitting submittal requirements. WSI assumes that the project constitutes a “major” permit modification. WSI will prepare the application for the major permit modification and will respond to one (1) RAI.

This task does not include the preparation of updated capacity analysis reports (CAR) or operations and maintenance reports (OMR) for either the St. Margarets or Kicklighter facilities. WSI assumes that the recently completed CARs and OMRs that were submitted with permit renewal packages are adequate for this purpose.

Deliverables

- Electronic copy (PDFs) of final pre-application meeting presentation slides.
- Electronic copy (PDF) of pre-application meeting minutes.
- Electronic copy (PDFs) of ERP permit application package.
- Electronic copy (PDF) of ERP RAI Response.
- Electronic copy (PDFs) of wastewater major permit modification package.
- Electronic copy (PDF) of wastewater RAI Response.

Task 1.3 – Conceptual Design

WSI will develop a conceptual site plan for the proposed recharge wetland system based on the results of the data collection described in Task 1.1. The conceptual layout will be prepared in GIS format and will be submitted to the City for review and comment. The reviewed conceptual site plan will form the basis for the 30% design described below.

This task also includes the development of the Basis of Design Report (BODR) that will lay out the technical information supporting the sizing and layout of wetland cells, enhanced recharge features, inlet structures, and system piping. The BODR will reference the H&H TM, Geotechnical Report, and Environmental Report (provided as attachments) and will be written in support of wastewater and ERP applications.

Deliverables

- GIS figure(s) of conceptual layout.
- Electronic copy (PDF) of BODR

Task 1.4 – 30% Design

WSI will submit plans, table of contents for technical specifications, and a construction cost estimate at the 30% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 30% review will be incorporated into the 60% submittal. The 30% design submittal will include the following:

- Plans:
 - Site grading plan as overall model divided into deliverable sheets. Plan sheets will include labeled existing and proposed contours and minimal callouts. Civil details will be provided at the level needed to make the design intent understandable.
 - Hydraulic profile
 - Yard piping plan
 - Water control structures
 - Functional decision tree regarding overall flow and control of water for wetland system.
 - Specifications
 - List of technical specs. List of referenced FDOT specs.
 - Cost Opinion
 - Budgetary Class 3, 10% to 40% Project Definition.

Deliverables

- Electronic copy (PDF) of 30% design drawings.
- Electronic copy (PDF) of 30% design specifications list.
- Electronic copy (PDF) of 30% cost estimate.
- Electronic copy (PDF) of 30% design review meeting minutes.

Task 1.5 – 60% Design

WSI will submit plans, technical specifications, and a construction cost estimate at the 60% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 60% review will be incorporated into the 90% submittal. The 60% design submittal will include the following:

- Full drawing set that will be submitted with the permit applications.
- Draft technical specifications and list of referenced FDOT specifications.
- Cost Opinion - Budgetary Class 2. 30% to 70% Project Definition.

Deliverables

- Electronic copy (PDF) of 60% design drawings.
- Electronic copy (PDF) of 60% design specifications.
- Electronic copy (PDF) of 60% cost estimate.
- Electronic copy (PDF) of 60% design review meeting minutes.

Task 1.6 – 90% Design

WSI will submit plans, technical specifications, and a construction cost estimate at the 90% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 90% review will be incorporated into the final submittal. The 90% design submittal will include the following:

- Full drawing set.
- Technical specifications and list of referenced FDOT specifications.
- Cost Opinion - Budgetary Class 2. 30% to 70% Project Definition.

Deliverables

- Electronic copy (PDF) of 90% design drawings.
- Electronic copy (PDF) of 90% design specifications.
- Electronic copy (PDF) of 90% cost estimate.
- Electronic copy (PDF) of 90% design review meeting minutes.

Task 1.7 – Final Design

WSI will submit final plans, technical specifications, and a construction cost estimate. These deliverables will be included in the bid documents package compiled under Task 2.

Deliverables

- Electronic copy (PDF) of final design drawings.
- Electronic copy (PDF) of final design specifications.
- Electronic copy (PDF) of final cost estimate.

Task 2 – Bid Services

This subtask covers bidding and contractor selection for the project. This task includes assembling the bid documents to be issued with the request for proposals (RFP). These documents will include the front-end documents provided by the City, final design plans, technical specifications, and project description to be included in the RFP. Following issuance of the RFP, WSI will attend a pre-bid meeting to discuss the project with potential contractors and a site visit to the project location. During the RFP process, WSI will address bid addenda as needed. WSI will assist the City with the evaluation of bids and will prepare a letter of recommendation for award or rejection of bids, as appropriate based on the received submittals.

Deliverables

- Electronic copy (PDF) of bid package.
- Electronic copy (PDF) of responses to requests for information or bid addenda issued during the RFP process.
- Electronic copy (PDF) of letter of recommendation/rejection of bid award.

Assumptions

The task descriptions and proposed budget are based on the following assumptions:

- The property is owned by the City and has been in its current land use for 40 years. Therefore, WSI assumes the City is aware of the property's history and will inform WSI of any potential for hazardous conditions. The project does not include an Environmental Site Assessment.
- FDEP will review the Environmental Resource Permit.
- This scope does not include any County or City permitting tasks.
- The wetland will not be accessible to the public and the design will not include features such as paths, trails, or signage.
- Construction Services and post-construction services are not included in this Scope of Services.
- WSI will subcontract surveying and geotechnical investigations and may subcontract environmental surveys and H&H modeling.

Budget Estimate

Exhibit 1 summarizes the estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (**Exhibit 2**) and will be invoiced monthly.

Exhibit 1. Estimated Labor Costs for Lake City Steedley Recharge Wetland Project

Task	Labor		Expenses			Total
	Hours	Total	Travel	Outside Services	Expenses Total	
Task 1.1 - Preliminary Engineering	326	\$ 45,000.00	\$ 1,200.00	\$ 150,000.00	\$ 151,200.00	\$ 196,200.00
Task 1.2 - Regulatory Coordination	485	\$ 66,900.00	\$ 400.00	\$ -	\$ 400.00	\$ 67,300.00
Task 1.3 - Conceptual Design	305	\$ 40,800.00	\$ 400.00	\$ -	\$ 400.00	\$ 41,200.00
Task 1.4 - 30% Design	422	\$ 59,600.00	\$ 600.00	\$ -	\$ 600.00	\$ 60,200.00
Task1.5 - 60% Design	378	\$ 53,800.00	\$ 500.00	\$ -	\$ 500.00	\$ 54,300.00
Task 1.6 - 90% Design	233	\$ 33,800.00	\$ 500.00	\$ -	\$ 500.00	\$ 34,300.00
Task 1.7 - Final Design	198	\$ 28,300.00	\$ 500.00	\$ -	\$ 500.00	\$ 28,800.00
Task 2 - Bidding Services	110	\$ 16,200.00	\$ 300.00	\$ -	\$ 300.00	\$ 16,500.00
Total	2457	\$ 344,400.00	\$ 4,400.00	\$ 150,000.00	\$ 154,400.00	\$ 498,800.00

Exhibit 2. WSI Labor Cost Schedule for Consulting Services

WSI Staff	Rate (\$/hr)
Principal Engineer	170
Senior Engineer	165
Principal Scientist	150
Project Geologist	140
Project Engineer	140
Senior CAD Technician	130
CAD Technician	110
Engineer Intern	90
Environmental Scientist	85

Schedule

WSI anticipates completing the work within 16 months of receipt of notice-to-proceed.

Effective Date of Authorization

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization from the City of Lake City. In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.

City of Lake City

By:

By:

Title:

Title:

Date:

Date:

File Attachments for Item:

17. City Council Resolution No. 2023-056 - A resolution of the City Council of the City of Lake City, Florida, accepting a proposal from ABS Aviation Consultancy, Inc. D/B/A Airport Business Solutions related to the appraisal of airport property for fair market rent of the location leased by HAECO of Americas; providing for the award of a contract; providing for the execution of the construction engineering and inspection contract for a price not to exceed \$32,500.00; and providing an effective date.

Meeting Date
4/25/2023

City of Lake City

Report to Council

AGENDA	
Section	
Item No.	

SUBJECT: RFP-007-2023 Airport Appraisal Services

DEPT. / OFFICE:

Originator: Brenda Karr		
City Manager: Paul Dyal	Department Director:	Date 04/25/23
Recommended Action: To accept the proposal from Airport Business Solutions		
Summary Explanation & Background: <p>A solicitation for Request for Proposals with the sole purpose and intent of obtaining responses from interested and qualified firms licensed to do business in the State of Florida offering to provide Airport Appraisal Services for the Lake City Gateway Airport.</p> <p>The RFP was published on March 17, 2023. Responses were due no later than 2:00 p.m. on Monday, April 17, 2023. Only one response was received.</p> <p>The evaluation committee members consisting of Edward Bunnell, Airport Crew Leader, Michael Osborn, Water Plant Director, Dee Johnson, Assistant City Manager, independently evaluated and scored the submittals. The evaluations were forwarded to the Procurement department for a composite tabulation.</p> <p>The evaluation committee met at 1p.m. on Monday, March 24, 2023 to discuss the proposals and their individual rankings. The committee members agreed to present their recommendation to City Council for consideration and approval to enter into a contract with the top ranked firm, Airport Business Solutions.</p>		
Alternatives: None recommended		
Source of Funds: 140.60.542-030.31		
Financial Impact: 32,500.00		
Exhibits Attached: RFP-007-2023-Solicitation-Evaluation Committee Composite Ranking-Proposal		



City of Lake City
Procurement

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

EVALUATION TABULATION

RFP No. RFP-007-2023

Airport Appraisal Services Rebid

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

Report Generated: Tuesday, May 9, 2023

CONSENSUS SCORECARD SUMMARY

Vendor	Understanding and Approach to the Project 0-100 Points 25 Points (25%)	Experience of Firm with Similar Airport Properties in Florida 0-100 Points 25 Points (25%)	Client references 0-100 Points 25 Points (25%)	Location of Primary Office 0-100 Points 10 Points (10%)	Cost and Projected Hours to Complete the Scope of Work 0-100 Points 15 Points (15%)	Total Score (Max Score 100)
Airport Business Solutions	96.67	95	85	65	93.33	89.7

PHASE 1

EVALUATORS

Name	Title
Edward Bunnell	Airport Lineman Crew Leader
Dee Johnson	Procurement Coordinator
Michael Osborn	Director of Water services

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Understanding and Approach to the Project	0-100 Points	25 (25% of Total)

EVALUATION TABULATION
RFP No. RFP-007-2023
Airport Appraisal Services Rebid

Description:

Criteria	Scoring Method	Weight (Points)
Experience of Firm with Similar Airport Properties in Florida	0-100 Points	25 (25% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Client references	0-100 Points	25 (25% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Location of Primary Office	0-100 Points	10 (10% of Total)

Description:

Within 100 miles to the Airport Location - 10pts

Within 101 - 200 miles to Airport Location - 5pts

Over 200 miles to Airport Location - 2 pts

Criteria	Scoring Method	Weight (Points)
Cost and Projected Hours to Complete the Scope of Work	0-100 Points	15 (15% of Total)

Description:

AGGREGATE SCORES SUMMARY

Vendor	Edward Bunnell	Dee Johnson	Michael Osborn	Total Score (Max Score 100)
Airport Business Solutions	91.8	91	86.3	89.67

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Understanding and Approach to the Project 0-100 Points 25 Points (25%)	Experience of Firm with Similar Airport Properties in Florida 0-100 Points 25 Points (25%)	Client references 0-100 Points 25 Points (25%)	Location of Primary Office 0-100 Points 10 Points (10%)	Cost and Projected Hours to Complete the Scope of Work 0-100 Points 15 Points (15%)	Total Score (Max Score 100)
Airport Business Solutions	96.7	95	85	65	93.3	89.67

CITY COUNCIL RESOLUTION NO. 2023-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A PROPOSAL FROM ABS AVIATION CONSULTANCY, INC. D/B/A AIRPORT BUSINESS SOLUTIONS RELATED TO THE APPRAISAL OF AIRPORT PROPERTY FOR FAIR MARKET RENT OF THE LOCATION LEASED BY HAECO OF AMERICAS; PROVIDING FOR THE AWARD OF A CONTRACT; PROVIDING FOR THE EXECUTION OF THE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR A PRICE NOT TO EXCEED \$32,500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a contract for the appraisal of Airport property for Fair Market Rent of the location leased by HAECO of Americas (hereinafter the “Services”); and

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

WHEREAS, a Request for Proposal 007-2023 (hereinafter “RFP”) was advertised; and

WHEREAS, ABS Aviation Consultancy, Inc. d/b/a Airport Business Solutions (hereinafter “ABS”) desires to render the Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City Administration has advised the City Council, that the proposal of ABS of \$32,500.00 was the lowest and most responsible proposal to the RFP, and that said proposal should be accepted, and that ABS should be awarded the contract for the Project at a price not to exceed \$32,500.00 (the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to award a contract to ABS for the aforementioned services pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida and ABS Aviation Consultancy, Inc. d/b/a Airport Business Solutions* (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

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

Section 2. The Contract is awarded to ABS and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to ABS to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and ABS shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

EXHIBIT A

CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND ABS AVIATION CONSULTANCY, INC. D/B/A AIRPORT BUSINESS SOLUTIONS

THIS CONTRACT made and entered into this ____ day of May 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and ABS AVIATION CONSULTANCY, INC. dba AIRPORT BUSINESS SOLUTIONS, having a principal address of 90 Fort Wade Road, Suite 100, Ponte Vedra, Florida 32081-5114 (hereinafter referred to as "Contractor").

WHEREAS, the City requires a contract for the appraisal of Airport property for Fair Market Rent of the location leased by HAECO of Americas (hereinafter the "Services"); and

WHEREAS, the City invited competitive bids through a Request for Proposal (RFP 007-2023); and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.

2. **Definitions:** The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Proposal, and its addendum (hereinafter collectively referred to as "RFP-007-2023" or "RFQ"), reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means ABS AVIATION CONSULTANCY, INC. dba AIRPORT BUSINESS SOLUTIONS, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services related to the appraisal of Airport property for Fair Market Rent of the location leased by HAECO of Americas. Specifically, the services and responsibilities listed within the RFP.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which are engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages the Contractor to provide City with the services identified herein and within the RFP.

4. **Term of Contract:** The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed thirty-two thousand, five hundred dollars and zero cents (\$32,500.00).

The Contractor shall submit periodic invoices to the City upon completion and acceptance of work. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice. Payment of invoices shall be contingent upon appropriation of funds by the federal, state, or

local government and receipt thereof by the City.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the RFP, to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$500,000.00 per person and \$500,00.00 per occurrence, and \$500,00.00 property damages; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the City and Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining the adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance the Contractor may desire to obtain or be

required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers' compensation and professional liability insurance, the coverage shall name City as an additional insured for the City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable

for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence, or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other government agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by the Contractor for the City, and by any

sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal

actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a governmental subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

(a) **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:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756
clerk@lcfla.com

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

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 this Chapter 119 of Florida Statutes or as otherwise provided by law.

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

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 law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes 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 Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, 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 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 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.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY:** As a condition precedent to entering into this Contract, 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 Contract.

(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 termination of this Contract 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 Contract 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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Proposal (RFP 007-2023) and all addendum, and all attachments thereto, and the Contractor's response to the RFP, copies of which are available

in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

19. **Effective Date:** It is agreed by the City and Contractor that the effective date is that date first written above.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**ABS AVIATION CONSULTANCY,
INC. dba AIRPORT BUSINESS
SOLUTIONS.**

By: _____
Michael A. Hodges, President

REQUEST FOR PROPOSAL
RFP-007-2023
AIRPORT APPRAISAL SERVICES REBID

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

RELEASE DATE: March 17, 2023
DEADLINE FOR QUESTIONS: March 31, 2023
RESPONSE DEADLINE: April 17, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
REQUEST FOR PROPOSAL
Airport Appraisal Services Rebid

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

1. THE CITY OF LAKE CITY FLORIDA

1.1. Request for Proposal

RFP-007-2023

Airport Appraisal Services Rebid

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, April 17, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

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

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Friday, March 31, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

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

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

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

CITY OF LAKE CITY, FLORIDA

Paul Dyal
City Manager

2. INTRODUCTION

2.1. Summary

The City of Lake City is requesting proposals from qualified firms for the appraisal of one of their Aeronautical properties. The firm must complete an appraisal for Fair Market Rent for the property located at the City of Lake City Gateway Airport, 3524 E. US Hwy 90, Lake City, FL 32055. This property is leased currently by Haeco Airframes Services, LLC.

Legal Description for the requested proposal is: Commence at the Southwest corner of the N 1/4, Section 1, Township 4 South, Range 17 East, and run South 17 degrees 45 minutes 26 seconds West, 671.01 feet; thence North 6 degrees 15 minutes East, 1,725.00 feet; TO THE POINT OF BEGINNING: thence continue North 6 degrees 15 minutes East 1,275.00 feet; thence North 84 degrees 01 minute West, 430.00 feet TO THE POINT OF BEGINNING, in Columbia county Florida.

2.2. Background

The Lake City Gateway Airport is a General Aviation (GA) Airport located in Columbia County, Florida. The Airport is owned and operated by the City of Lake City. It functions as a self-sustaining enterprise fund without or with very little local tax support from the City of Lake City. Airport operating revenues are generated by both aviation and non-aviation tenants including fixed base operator (FBO), flight schools, hangar tenants, commercial properties, HAECO Americas, office tenants, and numerous short term lease use agreements. Under both State and Federal grant assurances the Airport is required to lease all Airport land and facilities for fair market rental value in order to keep the Airport as self-sustaining as possible. The Airport's Federal Aviation Administration (FAA) Compliance Manual provides detailed and specific policy guidance from the FAA concerning these requirements and may be reviewed by visiting www.faa.gov and searching for U.S. Department of Transportation Federal Aviation Administration National Policy Order 5190.B dated September 30, 2009. In 1947 the Airport property was deeded to the City of Lake City by the Federal War Assets Administration following World War II, when the Airport was operated as a Naval Air Station (NAS) training facility under Federal ownership.

This deed contains numerous on-going deed restrictions which grant the Federal government considerable latitude and authority concerning Airport real estate issues.

Under current Federal policy guidelines, applicable laws and regulations, City of Lake City is required to operate the Airport on a self-sustaining basis by leasing property, facilities or commercial activities in such a manner as to obtain fair market value rental payments for use of Airport land and facilities. All long term aeronautical and non-aeronautical lease agreements are required to be reviewed and approved by the FAA to ensure fair market rental value payment is obtained. Therefore obtaining professional and qualified appraisal service is an important component for the Lake City Gateway Airport and the City to remain in compliance with FAA and State grant assurances.

2.3. Contact Information

Dee Johnson
Procurement Coordinator

205 N. Marion Avenue
Lake City, FL 32055
Email: johnsond@lcfla.com
Phone: [\(386\) 719-5816](tel:(386)719-5816)

Department:
Procurement

2.4. Timeline

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

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

Issue RFP Notice	March 17, 2023
Last Date for Receipt of Written Questions	March 31, 2023, 4:00pm
Addendum Issued (If Applicable)	April 3, 2023
Proposal Due Date	April 17, 2023, 2:00pm
Evaluation Committee Meeting	April 24, 2023 City Manager's Conference Room City Hall 2nd Floor 205 N. Marion Ave. Lake City, FL 32055
Recommendation Presented for Approval	May 22, 2023

3. INSTRUCTION TO PROPOSERS

3.1. Proposal Response

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Monday, April 17, 2023. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

3.2. Questions

All questions related to this RFP shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Friday, March 31, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal. Please include section referenced for each question in order to ensure that questions asked are responded to correctly.

3.3. Method of Source Selection

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

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

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

3.4. Pre-Proposal Conference

There is no pre-proposal conference for this solicitation.

3.5. Proposal Due Date

Sealed Proposals must be received via the City's e-Procurement Portal, ProcureNow , no later than 2:00 pm, Local Time, Monday, April 17, 2023. Proposals received after this date and time will not be considered.

3.6. [Public Opening](#)

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

3.7. [Public Record](#)

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

4. SCOPE OF WORK

4.1. Scope of Work

The City of Lake City is seeking proposals from qualified and experienced firms, licensed to practice in the State of Florida, with demonstrated skills and experience in the Appraisal of Airport property for Fair Market Rent of the location leased by Haeco of Americas. Legal Description is enclosed.

4.2. Scope of Service

A general description of the scope of professional services required is, but not limited to the following:

Determine the Fair Market Rental Value of the one aeronautical rental property by comparing our airport to similar aviation properties serving the same functions throughout the state. These are some of the key factors that should be used but are not limited to identify comparable properties/airports for use in this comparison:

- a. Size of the metropolitan area and population.
- b. Location of airport.
- c. Airport classification, size and function. (It should be general aviation only)
- d. Number of operations and other activity statistics.
- e. Number of based aircraft.
- f. Other factors necessary to provide an accurate appraisal

4.3. Minimum Standards for Airport Appraisals

Respondents must have a minimum of five (5) years of professional experience with valuing airport property. Appraisal standards for Airport property shall be based on best practice of determining the fair market rent of land, hangars, office or warehouse rentals for one of our aeronautical properties.

To be considered qualified to complete Airport appraisal work, appraiser must be certified as a Member of the Appraisal Institute (MAI) and licensed by the State of Florida with all appraisal reports submitted as a final work product certified by an MAI appraiser. The respondents shall have an active license and Certification from the State of Florida to perform real estate appraisals with a copy of the State Certificate to be submitted with the response to this RFP. Appraisals prepared by real estate sales associates or real estate brokers certified by the Florida Department of Business and Professional Regulation without MAI certification and current State Certification for real estate appraising will be not be considered under this RFP. Qualified respondents under this RFP, shall also agree to be guided by recognized appraisal standards supported by the American Institute of Real Estate Appraisers and have a background of experience in Airport property appraising. The Appraisal Report requested for the Airport appraisals shall be in a Summary Appraisal Report format. The Appraisal Report should provide the City of Lake City with the Fair Market Rental Value for all Aviation and Non-Aviation property at the Lake City Gateway Airport.

4.4. Structure of Response

The proposals must include the following:

Cover Letter (2 pages maximum).

The name, address and telephone number, and e-mail of firm and of one (1) individual who will serve as the Project / Program Manager to whom all future correspondence and/or communications will be directed.

Firm background, including past experience with appraising similar airport properties for Fair Market Rent value.

Statement of relevant qualification and experience of the firm and staff, including resumes of the Project / Program Manager and key personnel; current workload and record of similar professional accomplishments. References from at least five (5) government aviation agencies.

A copy of your Florida State Certification and MAI Certificate.

Evidence of the interested firm's or individuals ability to provide the following insurance coverage, either under existing policies or by virtue of a project specific policy: (A) Professional Liability - \$1,000,000; (B) Automobile Liability - \$500,000 CSL; (C) Worker's Compensation – Statutory/\$100,000; and (D) Comprehensive General Liability - \$1,000,000 CSL.

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

4.5. Evaluation and Selection Process

Selection Criteria

After the evaluation process the award will be made to the most responsive and responsible respondent that offers the Lake City Gateway Airport the greatest value based on an analysis involving criteria which includes, but is not limited to:

- a. Understanding and approach to the project
- b. Experience of firm with similar airport properties
- c. Client references
- d. Location of Primary Office
- e. Cost and projected hours to complete scope of work

Contractor Selection

Proposals will be evaluated for their overall responsiveness to the requirements set forth in this RFP. Top candidates may be invited to present and discuss their proposal with the Evaluation Committee. Following the evaluation and oral interviews (if deemed necessary), a recommendation will be made to the City of Lake City, City Council. The selected contractor will be required to honor the terms,

conditions, and scope contained in this RFP. The City of Lake City, City Council will make the final approval of the contract.

Ranking Criteria:

EVALUATION CRITERIA MAX POINTS

Understanding and Approach to the Project 25

Experience of Firm with Similar Airport Properties in Florida 25

Client references 25

Location of Primary Office 10

Cost and Projected Hours to Complete Scope of Work 15

TOTAL POSSIBLE POINTS 100

5. FORMAT AND CONTENT

5.1. Preparation

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

5.2. Incurred Expenses

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

5.3. Proprietary Information

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

5.4. Requirements

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

5.5. [Delivery of Proposals](#)

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

5.6. [Evaluation Criteria](#)

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

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

5.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

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

B. Presentations

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

C. Award without Presentations

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

D. Ranking

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

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

E. Authority to Award

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

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. The City does not guarantee the award of any Contract as a result of this solicitation process.

6. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Understanding and Approach to the Project	0-100 Points	25 (25% of Total)
2.	Experience of Firm with Similar Airport Properties in Florida	0-100 Points	25 (25% of Total)
3.	Client references	0-100 Points	25 (25% of Total)
4.	Location of Primary Office Within 100 miles to the Airport Location - 10pts Within 101 - 200 miles to Airport Location - 5pts Over 200 miles to Airport Location - 2 pts	0-100 Points	10 (10% of Total)
5.	Cost and Projected Hours to Complete the Scope of Work	0-100 Points	15 (15% of Total)

7. PRICING PROPOSAL

TOTAL FOR APPRAISAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump Sum Total of Appraisal	1	LS		
TOTAL					

8. TERMS AND CONDITIONS

8.1. CDBG Guidelines

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

8.2. Contract Award

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

8.3. Questions Regarding the Solicitation or Proposal Process

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

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

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

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

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

8.4. Additional Information

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

8.5. Addendum to Request for Proposals

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

8.6. Execution of Contract

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

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

8.7. Proposer's Guarantee

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

8.8. Indemnification

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

8.9. Insurance Requirements

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

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 - 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

8.10. Proof of Insurance

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

8.11. Public Records

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.

8.12. 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>.

9. VENDOR QUESTIONNAIRE

9.1. [Table of Contents*](#)

Please upload your Table of Contents here.

*Response required

9.2. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Conflict of Interest Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)

*Response required

9.3. [Disputes Disclosure Form*](#)

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

Select all that apply

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

*Response required



Airport Business Solutions

"Valuation and Consulting Services to the Aviation Industry"

90 Fort Wade Road, Suite 100, Ponte Vedra, Florida 32081-5114

Phone (813) 855-3600 Fax (813) 200-1014

April 12, 2023

Mr. Paul Dyal
City Manager
City of Lake City, Florida
205 N. Marion Avenue
Lake City, Florida 32055

RE: ***Airport Business Solutions (ABS) Response***
Request for Proposal - RFP-007-2023
Airport Appraisal Services Rebid
Lake City Gateway Airport (LCQ)
Lake City, Florida

Dear Mr. Dyal:

Per the above referenced Request for Proposal, ***Airport Business Solutions (ABS)*** appreciates the opportunity to submit a response to the Airport Appraisal Services Rebid for the City of Lake City regarding the Haeco Airframes Services leasehold at the Lake City Gateway Airport. Based upon your request, the City requires an estimate of the Fair Market Rent of the Haeco development in conjunction with lease negotiations.

The following statement reflects our interest and experience in all aspects of the project scope. ***Airport Business Solutions*** is the industry leader in providing aviation appraisals and fair market rental value analysis services having provided similar analyses across the nation, to include multiple assignments throughout the State of Florida and the Southeast region. With our history and knowledge of airport real estate, airport management and aviation business operations, we are confident that ***ABS*** is the most qualified entity to provide the necessary appraisal services for the City. In addition to being the most experienced company in the United States relative to aviation real estate valuation and analysis, we have provided various management consulting services to over 1,600 airports worldwide over the past 30+ years. Our senior staff offers over 160 cumulative years of airport and aviation business management services, as well as extensive real estate-related services.

ABS is headquartered in Ponte Vedra, Florida with Michael A. Hodges, MAI, its President and CEO, serving as Project Manager for this assignment. The following reflects the company legal name, address, and contact information:

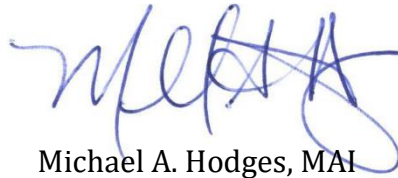
Michael A. Hodges, MAI, President/CEO
ABS Aviation Consultancy, Inc. dba Airport Business Solutions
90 Fort Wade Road, Suite 100
Ponte Vedra, Florida 32081- 5114
(813) 855-3600 – Phone
(813) 317-3170 – Cell
mhodges@absaviation.com

Mr. Paul Dyal
April 12, 2023
Page Two

Airport Business Solutions has completed well over 100 aeronautical property appraisals or market rent studies at comparable airports in the past five years, to include several projects at airports within the immediate region and multiple MRO projects throughout the United States. Michael A. Hodges, MAI is the President and CEO of the company, and is the lead appraiser/consultant on all valuation projects. Mr. Hodges is an MAI and licensed in eight states. **Airport Business Solutions** meets or exceeds the commercial general, automobile, and professional liability insurance requirements of the City for this project. Certificates of insurance with the City named as additional insured/certificate holder will be provided if a contract is awarded. However, **Airport Business Solutions** is not required by law to maintain workers' compensation or employer's liability insurance due to not achieving the threshold requirement regarding the minimum number of employees by the State of Florida. As such, we would respectfully request a waiver from the City on this specific insurance requirement.

We appreciate the opportunity to submit our response to the request for interest to the City of Lake City. If you should have questions regarding this proposal, please do not hesitate to contact me.

Respectfully Submitted,



Michael A. Hodges, MAI
President/CE

Statement of Qualifications

Airport Business Solutions meets or exceeds the minimum qualifications noted in the City's RFP. Michael A. Hodges, MAI is the President/CEO and founder of **Airport Business Solutions** and is the only MAI in the United States whose sole business is analysis of aviation-related real estate and businesses. The company is comprised of three primary individuals experienced in real estate development, appraisals, airport operations, FBO operations, and FAA regulatory requirements. In addition, on an as-needed basis, we maintain relationships with multiple subject matter experts and location-specific subcontractors.

Airport Business Solutions was created to provide valuation and consulting services to the aviation industry. Upon discovering that most real estate professionals lacked an understanding of the unique characteristics of airport-based properties as compared with standard real estate projects, **Airport Business Solutions** was formed to offer their extensive experience in the valuation of airports and aviation-related properties such as fixed base operations, corporate hangar developments, air cargo facilities, control towers, and terminal facilities, to airports and their tenants throughout the United States. Through the addition of several diversely experienced staff members with extensive backgrounds in airport management and operations, air cargo development and operations, as well as FBO management and operations, **Airport Business Solutions** expanded to offer such services as leasehold, business/going-concern, and equipment valuation, financial self-sufficiency analysis, revenue enhancement, RFP development and evaluation, interim airport and FBO management, market and operational assessments, and various site selection services. In addition, we also provide such services as buyer and seller representation services, personnel recruitment, fuel farm development, and environmental compliance and assessment issues. **Airport Business Solutions** is also highly skilled and experienced in the analysis of aircraft maintenance facilities, both airline and third-party maintenance providers. Previous projects related to MRO developments include the following:

Airport Business Solutions Response

Request for Proposal - RFP-0076-2023

Airport Appraisal Services Rebid

Lake City Gateway Airport (LCQ)

April 12, 2023



- Commercial Jet – Miami, FL
- Flightstar – Jacksonville, FL
- Eclipse Aviation – Gainesville, FL
- Delta TechOps (Main Facility) – Atlanta, GA
- Comair – Cincinnati, OH
- Eagle Aviation Services – Abilene, TX
- ComAv – Victorville, CA
- L3 Communications – Greenville, TX
- L3Harris – Waco, TX
- Former AAR Facility – Duluth, MN
- Bombardier – Fort Lauderdale, FL
- Qwest Facility – Crestview, FL
- Associated Painters – Spokane, WA
- North State Aviation – Winston-Salem, NC
- Stevens Aerospace & Defense – Greenville, SC
- Cessna Service Center & Completions – Wichita, KS
- Bombardier Completions and Delivery Center – Wichita, KS
- Airnet – Columbus, OH
- American Airlines Maintenance – Philadelphia, PA
- Leonardo Helicopters – Philadelphia, PA
- DRS Technologies – Elizabeth City, NC

The President and Founder of ***Airport Business Solutions***, Michael A. Hodges, MAI, has been an MAI since 1987, active in the aviation industry since 1988, and has dedicated his focus to aviation since 1995. Mr. Hodges has been published and quoted on numerous occasions in various trade publications on issues such as the valuation of aviation facilities and businesses, percentage leases, lease adjustment mechanisms, various issues impacting the aviation industry with regard to lease negotiation and lease structure, and the impact of the FAA's final rates and charges policy on general aviation. Mr. Hodges has been a speaker at various conventions/seminars sponsored by aviation

organizations such as the National Air Transportation Association (NATA), American Association of Airport Executives (AAAE), and several State aeronautical associations.

Furthermore, along with Ms. Bobbi Thompson, C.A.E., Mr. Hodges presents an annual workshop for AAAE entitled *Essentials of Airport Business Management*. The workshop is basically an "Airports 101" course, as it covers all the basic aspects of airport management and development, and focuses on ways that airports can maximize their revenue opportunities through creative lease structures and alternative revenue sources, as well as providing an overview on a variety of management and operational issues faced by airport management, to include Minimum Standards, Rates and Charges Policies, Leasing Policies, valuation, market studies, self-fueling issues, and rules and regulations.

List of Airports that respondent has or is currently providing real estate services.

The company has completed a variety of valuation and market rent assignments at airports throughout the United States. The following is a partial list of similar or relevant scope projects by **Airport Business Solutions**.

Current Appraisal Projects

- ***Sarasota-Bradenton International Airport (SRQ)*** - Appraisals of multiple properties on and adjacent to SRQ both related to property swaps and prospective leasehold estate acquisitions by the Authority. Project includes a large private hangar development that the Airport is seeking to acquire to accommodate a prospective MRO.
- ***Hartsfield-Jackson Atlanta International Airport (ATL)*** - Appraisal of the Delta TechOps 4 Facility at ATL to assist the City/Airport with lease rate negotiations with Delta for the former Northwest Airlines maintenance facility.

Relevant Appraisal Projects within the Past 5 Years

- ***Abilene Regional Airport (ABI)*** - Appraisal of the Eagle Aviation Services (EASI) MRO development and corporate hangar facility for the Development Corporation of Abilene in conjunction with a potential lease extension at the Abilene Regional Airport.
- ***Hartsfield-Jackson Atlanta International Airport (ATL)*** - Appraisal of all non-terminal land and facilities of Delta Airlines in conjunction with pending lease negotiations between the City of

Atlanta and Delta Airlines. This included Delta's maintenance facilities, flight kitchens, engine test cells, and cargo facilities.

- **Philadelphia International and Northeast Philadelphia Airports (PHL & PNE)** – Appraisals and market rent studies of multiple parcels at both airports as part of lease negotiations and rent adjustments, to include general aviation, corporate, rental cars, cargo, fuel systems, and terminal. Projects include the American Airlines maintenance facility and the Leonardo Helicopters manufacturing/ maintenance/completions facility.
- **Cecil Field Airport (VQQ)** – Market rent analysis on the Flightstar MRO to assist with lease negotiations and project expansion.
- **Smith Reynolds Airport (INT)** – Assisted with lease negotiations for the existing North State Aviation leasehold and prospective lease expansion areas.
- **Dwight D. Eisenhower Wichita International Airport (ICT)** – Appraisals and market rent studies of the Bombardier completions and delivery center and Cessna Service Center developments to assist the Airport with lease negotiations.
- **Majors Field (GVT)** – Market rent analysis of the L3 Communications development to assist with lease negotiations. This facility serves to provide maintenance and avionics for U.S. Government and Heads of State aircraft.
- **TSTC Waco Airport (CNW)** - Market rent analysis of the L3 Harris development to assist with lease negotiations. This facility serves to provide maintenance for U.S. military aircraft.

Client Reference Contacts

The following are offered as references for the subject project. In addition, the City is welcome to contact any of our prior clients as listed anywhere herein.

- Mr. David A. Cloutier
Assistant Vice President - Business Development & Commercial Programs
Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886-1553
(401) 691-2246
dcloutier@pvdairport.com
- Mr. James M. Tyrrell
Chief Revenue Officer
City of Philadelphia Division of Aviation
Philadelphia International Airport, Terminal D
Philadelphia, Pennsylvania 19153
(215) 937-5420
james.tyrrell@phl.org

Airport Business Solutions Response

Request for Proposal - RFP-0076-2023

Airport Appraisal Services Rebid

Lake City Gateway Airport (LCQ)

April 12, 2023



- Ms. Dawn Blair
Real Estate Manager
Dallas Airport System
3448 W. Mockingbird Lane
Dallas, Texas 75235
(214) 670-6153
dawn.blair@dallascityhall.com
- Mr. Joel Nelson
Airport Property and Real Estate Manager
Salt Lake City Department of Airports
P.O. Box 145550
Salt Lake City, Utah 84114
(801) 575-3433
joel.nelson@slcgov.com
- Mr. Allan J. Penksa, A.A.E.
Chief Executive Officer
Gainesville Regional Airport
3880 NE 39th Ave., Suite A
Gainesville, Florida 32609
(352) 374-8368
Allan.penksa@flygainesville.com

Company's Understanding and Ability to Perform the Requested Services

Our primary understanding of the project stems from the completion of similar tasks for many government entities nationwide. We are familiar with the analysis of MRO facilities nationwide and the needs and objectives of the City in this project. In addition, our firm is known nationally for its unique and extensive knowledge of the complex real estate issues surrounding airports. The appraisal conclusions derived from our studies are in effect at hundreds of airports. In addition, we have often been called in to review appraisals done by others, particularly non-aviation appraisers, because of the lack of understanding they have regarding the unusual circumstances of aeronautical land and facilities.

With the proposed project for the City of Lake City, ***Airport Business Solutions*** will utilize the same project approach that has been successful at hundreds of airports and individual projects

throughout the U.S. Data from surveys of other airports offering similar MRO projects should provide fair, reasonable and equitable rent conclusions applicable to the subject Haeco development.

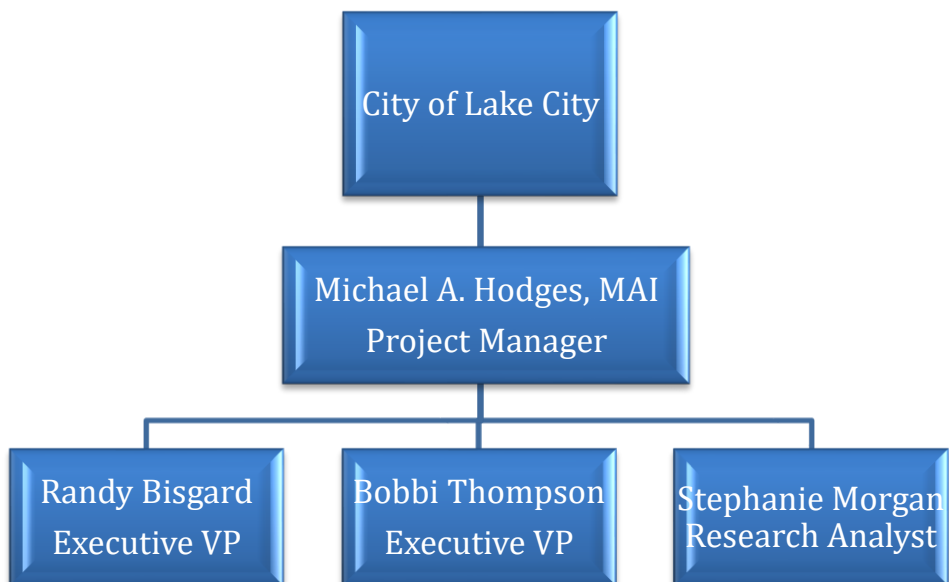
Projects completed by **ABS** commence with a thorough inspection of the subject property by Michael A. Hodges, MAI and typically at least one associate. Subsequent to the inspection, the research and due diligence on the project focused on similar and competing airports in conjunction with the specific property use and will include an exhaustive survey of airports with an emphasis on recent and actual negotiated agreements to focus on current market conditions. As such, older leases whereby current rates are the reflection of periodic adjustments over the years will be discounted where appropriate. Given our expansive network throughout the U.S. in terms of relationships with various airports as former clients or through various aviation trade associations, we have been very successful at gathering both current and relevant information to complete a variety of property types. Michael A. Hodges, MAI has been active nationally in the appraisal industry since 1982 and in the aviation industry since 1988. Moreover, he has been providing seminars and workshops for AAAE and various state aviation organizations for over 30 years. This provides for an expansive network of aviation management professionals to facilitate market research and analysis.

A significant portion of the appraisal and consulting work performed by our firm has been done for public entities such as municipalities, counties, and State organizations. This includes airport boards, airport commissions, public utilities, city councils, and other governmental agencies. We recognize that all airports are political in nature and our experience with these situations is extensive. We also understand the sensitive nature of airport situations and work on these types of projects with this in mind. We are well-versed on how to present our findings and have done so at many public and private meetings in this realm. As a side note, we have also performed appraisal services for private funding entities, banks, and legal entities, which makes us a well-rounded organization and sensitive to the needs of all types of users of the reports we prepare.

Airport Business Solutions is committed to completing this project on time and within budget constraints. We have successfully met all client commitments in terms of turnaround time. It is our intention to provide the vast majority of work on this project from the company headquarters in Ponte Vedra, Florida. Michael A. Hodges, MAI is based in this office.

Project Manager and Other Team Members

Airport Business Solutions management and staff offer a unique blend of valuation, management, and operational backgrounds, as well as extensive hands-on experience in the aviation field. This ultimately provides a more thorough and accurate analysis of airports and aviation-related projects involved in appraisals, lease negotiation, acquisition, leasehold and business valuation, financial analysis, litigation, site evaluation and selection, and bankruptcy. Our diverse staff and resources, years of experience, exposure to a variety of facilities through our database of over 1,600 airports, and understanding of the viability of various revenue generation systems, provides **Airport Business Solutions** with the ability and expertise to analyze complex aviation projects which demand extensive research, analysis, and the conveyance of conclusions either through in-depth personal presentations, or well-documented and fully-supported, comprehensive reports. Furthermore, our experience and knowledge of aviation real estate issues provides the exclusive background necessary to provide appraisal/consulting services for the City. Staff members who have been involved in all prior **ABS** projects and will be involved in the project include Randy D. Bisgard and Ms. Bobbi Thompson, C.A.E. Each of these individuals offer over 50 years in the aviation industry, as set forth in their Curriculum Vitae included herein. The following is a brief organizational chart for the project.



Michael A. Hodges, MAI – President/CEO

Specializing in airport and aviation business valuation and management issues for over three decades, Michael will ensure that all of the project tasks and documents meet the quality and operational demands of the City. His expertise includes real estate development and valuation, airport leases, FBO and airport management, financial oversight, personnel issues, and strategic business planning of both airports and airport related businesses. Michael is the only MAI in the United States whose sole focus is on aviation and will be the principal in charge for the assignment. Michael A. Hodges, MAI is a member of the Appraisal Institute in good standing, with certifications in 9 states.



Randy D. Bisgard

Randy D. Bisgard is based in our Denver office and has worked within the aviation industry for over 50 years, including direct employment with the major FBO chain Combs Gates (now part of Signature Flight Support), Jet Aviation of America, and Integrated Airline Services. He has been involved in FBO management, operations, marketing, facility design/development and employee training. Much of Randy's time involved in FBO operations was at a Part 139 air carrier airport where he had direct responsibility for personnel who handled airline and air cargo ground handling. Randy has also been involved in extensive airport market studies, business planning, risk analysis, and other strategic airport and airport business related forecasting. Randy will serve as the lead research coordinator and assist with report development.



Roberta “Bobbi” Thompson, C.A.E.

Bobbi Thompson’s background is comprised of nearly 50 years of diverse general aviation experience, including direct control of a family-owned chain of FBOs in the Dayton, Ohio area, as well as the contract management of five airports in Los Angeles County, California, that included the direct offering of FBO services and additional airport management assignments. Bobbi is currently based in Minden, Nevada, and is also responsible for overseeing *ABS Aviation’s* management of the Minden Tahoe Airport in Minden, Nevada. (*ABS Aviation* is a sister company and reflects common ownership with **ABS**.) Bobbi’s diverse aviation background also includes flight operations, air taxi/charter, air show development and management, FAA contracting, and multiple other regulatory issues, personnel management, and budgeting.



Stephanie Morgan, MBA, FRAeS, IAP, C.M., ACE

Stephanie Morgan’s background is diverse and includes over 30 years in the industry in a variety of roles, including multiple stints and an Airport Manager at general aviation airports throughout the U.S. Stephanie is based in the Jacksonville, Florida area and would assist with research related to relevant market data for the assignment.

Estimated Hours and Cost to Complete Requested Services

The projected hours to complete the Haeco project are estimated at approximately 80 man-hours predicated upon completion of the project within 30 business days from written authorization to proceed. This would yield an estimated fee of \$32,500, inclusive of all expenses.

CURRICULUM VITAE

NAME: Michael A. Hodges, MAI

TITLE: President/CEO

FIRM NAME: ABS Aviation Consultancy, Inc. dba
Airport Business Solutions

ADDRESS: 90 Fort Wade Road, Suite 100
Ponte Vedra, Florida 32081-5114

PHONE: (813) 855-3600 or (813) 317-3170

EDUCATION

Graduate of the University of Tennessee with a Bachelor of Arts Degree - Major in Philosophy.

PROFESSIONAL AND TECHNICAL COURSES

Currently certified in the program of continuing education as required by the Appraisal Institute.

Completed requirements for MAI member designation of the Appraisal Institute to include peer review of appraisal assignments, completion of a demonstration appraisal report on an income-producing property, experience rating, and educational courses.

BACKGROUND AND EXPERIENCE

President and CEO of ***ABS Aviation Consultancy, Inc. dba Airport Business Solutions (ABS)***, a diverse aviation valuation and consulting firm which specializes in the analysis of airports, fixed base operations, and other aviation-related properties for lease negotiation, acquisition, litigation, leasehold and going-concern valuation, and bankruptcy, as well as providing specialized airport management consulting, to include policy development, to airports of all sizes. Additional expertise offered in the area of financial self-sufficiency analysis for general aviation airports and through-the-fence access agreements and operations.

BACKGROUND AND EXPERIENCE (Continued)

ABS has provided a myriad of services to airports throughout North and South America, Asia, and Europe. Using our extensive and diverse experience, **ABS** has assisted airports throughout the world in such areas as business plan development and implementation, concessions planning and management, air cargo assessments, airline agreement negotiation, terminal design analysis, parking assessment, rental car analysis, general aviation operations and management, non-aeronautical land development, financial modeling, and full or partial airport privatization assessments.

President and CEO of **ABS Aviation Management, Inc. dba ABS Aviation**, an airport and FBO management services entity currently providing comprehensive airport management of the Minden-Tahoe Airport in Minden, Nevada.

Vice President and Part Owner in the firm of Hodges, McArthur, & Dunn, P.C. Real Estate Appraisers and Consultants from 1990 through 1995. Hodges, McArthur and Dunn, P.C. was a full-service real estate appraisal and consulting firm with offices in Knoxville, Nashville, and Memphis, Tennessee, and Atlanta, Georgia. Responsibilities included appraisals, general feasibility studies, and market analyses on a variety of property types involved in financing, acquisition, condemnation, bankruptcy, litigation, and estate valuation.

Founder and President of HMD Aviation Appraisal Group in 1994, a division of Hodges, McArthur & Dunn, P.C. HMD Aviation Appraisal Group was a real estate appraisal and consulting firm which specialized in the valuation of the real estate aspect of fixed base operations and other aviation-related properties for lease negotiation, acquisition, litigation, leasehold valuation, and bankruptcy.

Staff Appraiser with Hodges and Wallace Appraisal Associates from 1982 through 1990. Responsibilities included research, appraisals, general feasibility studies and market analyses on a variety of property types involved in financing, acquisition, condemnation, bankruptcy, litigation, and estate valuation.

COURT EXPERIENCE

Qualified as an expert witness in various courts in Florida, Georgia, Tennessee, Kentucky, Arizona, Colorado, and California on various valuation, management, financial and operational issues on airports, aviation businesses and aviation-related properties.

TERRITORY

Airport Business Solutions is based in Ponte Vedra, Florida with satellite offices in Asheville, North Carolina, Denver, Colorado, and Minden, Nevada. The firm has completed a variety of assignments throughout the United States, Asia, Europe and Latin America, to include valuation, consultation, and miscellaneous advisory services.

AFFILIATIONS AND DESIGNATIONS

Elected to Membership in the Appraisal Institute with an MAI designation on April 20, 1994 - Member No. 10,333.

State of North Carolina – Certified General Real Estate Appraiser – Certificate No. A8162

State of Florida - Certified General Appraiser - License No. RZ2770

Commonwealth of Pennsylvania - Certified General Appraiser - Certificate No. GA-001626-R

State of Georgia - Certified General Real Property Appraiser - License No. CG004018

State of Texas – Certified General Real Estate Appraiser – License No. TX 1338569 G

State of Tennessee - Certified General Real Estate Appraiser – License No. 5506

State of South Carolina – Certified General Appraiser – License No. AB 3026 CG

Commonwealth of Kentucky – Certified General Real Property Appraiser – License No. 5750

State of Washington - Certified General Real Estate Appraiser – License No. 21023430

Member of the Appraisal Institute's Young Advisory Council in 1994, 1995 and 1996

Corporate Member of the National Air Transportation Association (NATA)

Corporate Member of the American Association of Airport Executives (AAAE)

Corporate Member of the National Business Aviation Association (NBAA)

Member of AAAE's General Aviation Airports Committee

Member of NATA's Airport Business Committee

Member of AAAE's Airport Sponsor FBO Committee

CURRICULUM VITAE

NAME: Roberta "Bobbi" Thompson, C.A.E.

TITLE: Executive Vice President

FIRM NAME: ABS Aviation Consultancy, Inc. dba
Airport Business Solutions

ADDRESS: 1146 Airport Drive
Minden, Nevada 89423

PHONE: (239) 980-5114

EDUCATION

Graduate of Ohio State University with a Bachelor of Science Degree - Major in Aviation Management

PROFESSIONAL AND TECHNICAL COURSES

Certified Airport Executive (C.A.E.) by the Southwest Chapter of the American Association of Airport Executives

Multi-Engine Pilot with over 3,500 hours as pilot-in-command. Federation Aeronautique Internationale *Diplome de Record*

Numerous professional training programs for airport management and operations, including aviation technical and aviation financial courses. Completed Aircraft Rescue and Firefighting Training course.

Environmental technical training programs including Storm Water Pollution Prevention Plan permits and permit applications, environmental compliance programs with special emphasis on audits for airports, underground storage tanks, nav aids, air traffic control towers and construction planning. Occupational Safety and Health compliance training for a variety of airport applications. Pollution Prevention evaluation and application training.

BACKGROUND AND EXPERIENCE

Executive Vice President with **Airport Business Solutions (ABS)**, a diverse aviation consulting firm headquartered in Ponte Vedra, Florida. ABS specializes in the analysis of airports, fixed base operations, and other aviation properties for lease negotiation, acquisition, litigation, leasehold/going-concern valuation, and bankruptcy, as well as rates and charges analyses and policy development on general aviation facilities. Additional expertise offered in the areas of airport privatization and financial self-sufficiency for general aviation airports.

BACKGROUND AND EXPERIENCE (Continued)

Executive Vice President of *ABS Aviation Management, Inc. dba ABS Aviation*, an airport and FBO management services entity currently providing comprehensive airport management of the Minden-Tahoe Airport in Minden, Nevada.

Senior Program Manager for JAYCOR Environmental from 1994 to 1997. JAYCOR is a government contractor. Had direct responsibility for all aviation related projects, to include managing national, regional and local projects for the Federal Aviation Administration. Completed environmental and safety compliance audits at over 1,100 FAA facilities in two years. The audits included in-depth analysis, recommended solutions and cost projections.

Director of Airport Services for COMARCO in the private contract management of five Los Angeles County-owned airports from 1991 to 1994. Duties included planning, organization, administration, coordination, operations and maintenance of all five airports. Additional responsibilities included property development, lease management, lease negotiations, land use planning, grant applications, construction projects, community relations, tenant interactions, and budget preparation and financial management.

Director of Aviation Programs for Osource Environmental from 1989 to 1991. Project Manager for deicing study at O'Hare International Airport and multiple underground storage tank projects including closures and remediation task at airports across the country.

President of Aviation Sales, Inc. from 1978 to 1989, a 55-employee fixed base operation with two locations in Ohio. One is located on an international airport, while the second is situated on a general aviation reliever airport. The position also required serving in the capacity of Airport Manager at the reliever airport.

TERRITORY

Airport Business Solutions is based in Ponte Vedra, Florida with satellite offices in Asheville, North Carolina, Denver, Colorado, and Minden, Nevada. The firm has completed a variety of assignments throughout the United States, Asia, Europe and Latin America, to include valuation, consultation, and miscellaneous advisory services.

AFFILIATIONS AND DESIGNATIONS

Member of American Association of Airport Executives (AAAE)
Member of AAAE's Non-Hub/GA Airports Committee and Environmental Committee
Member of the National Air Transportation Association (NATA)
Board of Directors of the National Air Transportation Association - 1986 through 1989
Member of NATA's Airports Business Committee
Member of the Air Force Association
Member of the National Aeronautic Association
White House Delegate on Small Business
Who's Who in American Women and Who's Who in Business & Finance

CURRICULUM VITAE

NAME: Randy D. Bisgard

TITLE: Senior Vice President

FIRM NAME: ABS Aviation Consultancy, Inc. dba
Airport Business Solutions

FIRM ADDRESS: 201 S. Gilpin Street
Denver, Colorado 80209-2612

PHONE: (303) 744-0261

EDUCATION

Attended Metropolitan State College of Denver – Achieved three years towards degree and major in Aviation Management. Interest and minors also included the areas of Architectural Drawing, Meteorology, and Business.

Attended numerous aviation related training and personal development programs through employers and industry trade associations.

Hold Private Pilot Certificate – Single Engine Land

BACKGROUND AND EXPERIENCE

Executive Vice President with *Airport Business Solutions*, a diverse valuation and consulting firm headquartered in Ponte Vedra, Florida. The firm specializes in the valuation and analysis of airports, fixed base operations, and other aviation-related properties for lease negotiation, acquisition, litigation, leasehold and going-concern valuation, and bankruptcy, as well as providing rates and charges analysis and policy development on general aviation facilities. Additional expertise offered in the areas of airport privatization and financial self-sufficiency analysis for general aviation airports.

Senior Vice President and Director of Training for *ABS Aviation Management, Inc. dba ABS Aviation*, an airport and FBO management services entity currently providing comprehensive airport management of the Minden-Tahoe Airport in Minden, Nevada.

Mr. Bisgard is a professional advisor to aviation management providing expertise in the area of facility design/development, financial analysis, valuation studies, marketing, advertising, and training. His career as a problem solver includes over 30 years continuous employment in the aviation industry including 16 years at an international air carrier airport.

BACKGROUND AND EXPERIENCE (Continued)

Director of Training for Integrated Airline Services, a national cargo handling company. Responsible for operational control of all safety and training functions for a nationwide network of 24 airline and cargo handling stations. Provided the development and overview of training and operations manuals, training procedures, "train-the-trainer" programs, and employee testing/certification. Developed a safety orientation and mentoring plan for new employees entitled the *BuddySafe System*. This program addresses personal safety and ramp awareness issues.

Senior Associate with Aviation Resource Group International - Consulted with aviation service company clientele regarding various business and operational issues such as facility design and development, operational reviews, financial analysis, valuation studies, regional market studies, and marketing and advertising. Conducted all marketing and advertising activities including the coordination of the firm's trade show and convention activities, resulting in a continuous expansion of client base every year.

Senior Associate with the Aviation Training Institute - Wrote, produced, and managed the development of a multi-module, aviation-based program (Professional Line Service Training) and related curriculum for aircraft service personnel. The Professional Line Service Training ("P.L.S.T.") program (now identified as the *Safety 1st* program) is recognized as the industry standard for ramp safety training and has contributed to a substantial reduction in employee turnover and ramp accidents for ATI clientele. Initiated training program development budget, and ultimately managed the sale and distribution of multiple training products to hundreds of aviation businesses around the world.

Corporate Manager of Marketing for Jet Aviation Denver, Inc.- Direct supervision of all customer service and facilities personnel. Developed additional customer base in the area of fuel sales to corporate flight departments. Established competitive fuel pricing structures and extensive direct mail and telephone call campaigns resulting in improved departmental revenues.

Corporate Manager of Marketing for Jet Aviation America - Responsible for system-wide corporate marketing that included over 20 domestic and international locations. Developed a new trade show display, new corporate brochure, pilot handouts, corporate slide presentation, and a new media advertising campaign which resulted in the repositioning of Jet Aviation as a major competitor in the U.S. marketplace.

Manager of Marketing/Construction Development for Jet Aviation - Responsible for image and facility redevelopment of the former Atlas Aircraft facility in Denver via a new marketing campaign, collateral materials, and new facilities. He also served as the Project Manager on a multi-million-dollar facility improvement package which included a new 10,000 square foot executive terminal and 300,000 square feet of ramp and site improvements. Responsibilities included design development work, direct interface with architects and engineers, the selection of a general contractor, construction monitoring in the field, and controlling the disbursement of funds.

BACKGROUND AND EXPERIENCE (Continued)

Director of Marketing Services at Combs Gates Denver - Managed the advertising and marketing support for the FBO division of the Gates Learjet Corporation, including media advertising, collateral materials, direct mail, promotional programs, and trade show activities. In addition, he was the Corporate Training Director and standardized the training programs and procedures for all Combs Gates locations. He developed and produced a seven-part audio-visual line service-training program for in-house use, and also produced a non-proprietary line-training program that was marketed to other aviation service organizations.

TERRITORY

Airport Business Solutions is based in Ponte Vedra, Florida with satellite offices in Asheville, North Carolina, Denver, Colorado, and Minden, Nevada. The firm has completed a variety of assignments throughout the United States, Asia, Europe and Latin America, to include valuation, consultation, and miscellaneous advisory services.

AFFILIATIONS AND DESIGNATIONS

National Business Aviation Association

American Association of Airport Executives

National Air Transportation Association

Aircraft Owners & Pilots Association

National Safety Council

American Society for Training and Development

Stephanie Ann Morgan, MBA, FRAeS, IAP, CM, ACE

(904) 652-5881

flysmorgan@gmail.com

www.linkedin.com/in/S-A-Morgan

Executive Profile

Executive with an exemplary record of professionalism, diplomacy, leadership, teamwork, community, civility, and fostering culture. Extensive knowledge of federal, state, and regulatory requirements. Ability to create a vision and articulate the plan throughout the organization while stimulating energy and enthusiasm at all levels. Effective community collaborator, effective stakeholder champion, and relationship builder. Talented change agent in implementing new strategies that generate increased productivity and profitability. Leader in innovation, research, and technology opportunities for the state, region, and community.

Core Leadership Competencies

Collaborator ♦ Integrity ♦ Championing Process and Procedures ♦ Teambuilder ♦ Enthusiastic ♦ Adaptable ♦ Confident Succession Planning ♦ Project Management ♦ Tolerance of Ambiguity ♦ Strategic ♦ Visionary ♦ Coaching ♦ Influencer

Professional Work Experience

Executive Director of Air Transportation and Aerospace Campus

The Ohio State University

Busiest airport in Ohio, premiere flight education, and Aerospace Research Center

May 2019 – Jan 2023

Columbus, Ohio

- Responsible for strategic plan, stakeholder engagement, business and marketing plans, and overall objectives for campus
- Part 139 Airport, Part 141 Flight Department, Part 145 Maintenance, Aerospace Research, Airport owned and operated FBO
- Results Driven: 64% increase in revenue, 46% increase in flight operations, 30% increase in maintenance, 257% increase in flight coarse enrollment in last two years, improved retention rate by 32%, 45% increase in Jet-A fuel sales
- Participated on cross functional project teams to implement oversight, new ideas, and processes
- Team Collaboration: Ohio State University selected for Starlab's George Washington Carver (GWC) Science Park
- Leading Change: \$50M construction projects, improved regulations, policies, compliance
- \$100M total operating budget, \$160M Aerospace Research Center expenditures
- Created successful transportation connections for community including bus and green space
- Outreach, diversity, civility, inclusion focus
- Leading people and creating teams: Oversaw 820 team members
- Collaborated with a variety of stakeholders to facilitate solutions
- Building Coalitions: Fostered diverse groups, partners, community, and build collaborative partnerships
- Capital investment to advance development and operational stability
- \$40M corporate hangar development in next three years
- Increased flight student's scholarships by 30%
- Two (2) active aviation advisory boards and report to the Dean of College of Engineering and Board of Trustees
- Advanced air mobility (AAM) state partner to provide integrated services and integrated and connected multimodal
- Position Ohio to leverage expertise, infrastructure, and existing supply chains to compete for AAM and aeronautics
- Co-lead Aviation Annual Forum on Sustainability and Decarbonization

Airport Director

Lewiston-Nez Perce County Regional Airport Authority

May 2017 – Nov 2018

Lewiston, Idaho: *North Idaho's largest passenger service airport*

- Overall responsibility for the management of a non-hub Part 139 commercial service airport
- Implement complex law and policy, fulfilling the vision of the airport, and directives established by the Board
- Developed and implemented Strategic Plan
- Created a culture of teamwork and continuous improvement
- Secured grant from the Idaho Aeronautics Division
- Generated support from local high school and college for the development of an Aviation Maintenance Technology and Aerospace Center for the creation of airframe and power plant mechanics program at the airport.
- Led the development and implementation of LWS' first air service development strategic plan and marketing plan
- Responded to inquiries from the media, public, and conducted public speaking engagements
- Successful engagement and communication with key stakeholders to include local law enforcement and airlines

Airport Manager

City of Fernandina Beach: *city-owned General Aviation Reliever "resort" airport*

Aug. 2016 – Jan. 2017

Fernandina Beach, Florida

Responsible for all functions related to the operations, management, safety, planning, finance, administration, community affairs, capital planning, budgeting, Amelia Island Concours d'Elegance and Airshow, and development of the airport

- Governor's Award for providing nonstop response and relief efforts for Hurricane Matthew

Air Service Development, External Affairs & Government Relations

Jacksonville Aviation Authority: *Four Airport System: Jacksonville International Airport, Jacksonville Executive, Herlong Recreational Airport, and Cecil "Spaceport" Airport*

March 2013 – Aug. 2016

Jacksonville, Florida

- Reported and led successful campaigns to the CEO and board members
- Developed and implemented marketing strategies to support the retention and acquisition of air service
- Developed, maintained, and implemented strong brand identity and guidelines
- Advocates for airport interest with local, state, and federal organizations
- Advocated grants and educational programs for Cecil Spaceport
- Created strategic business plans and campaigns
- Coordinator for Jacksonville Naval Airshow 2010-2013

Airport Operations

Jacksonville Aviation Authority: *Medium hub passenger service airport*

May 2009 – March 2013

Jacksonville, Florida

- Capital project oversight for \$55M terminal expansion, \$22M taxiway rehabilitation, \$7M FIS expansion, \$5M Hold Baggage System (HBS) redesign, and \$4M ramp reconstruction
- HAZMAT, ARFF, Emergency Operations Community liaison

Maintenance Risk and Customer Service Manager

Trans World Airlines: *Ranked first in J.D. Power survey of business travelers*

May 1991 – Dec. 2000

Kanas City, Missouri

- Quality Assurance and Control Procedures - reported to the President of Overhaul Maintenance
- Identified and assessed risk exposure in all aircraft maintenance with 100% success
- Budget preparation and managing contracts
- Implemented risk strategies and managed loss control programs
- Provided statistics ensured FAA compliance for Schedule A, B, C, D checks

Education & Highlights

- Global ACI-ICAO Airport Management Professional Accreditation Programme -International Airport Professional (IAP) 2021
- The Royal Aeronautical Society Fellow (FRAeS) honored in 2020
- Master of Business Administration, University of Phoenix
- Bachelor of Science Aeronautical Administration, Parks College of Engineering, Aviation and Technology at St. Louis University
- Civil Engineering, United States Military Academy West Point, New York
- Certified Member (CM) through American Association of Airport Executives
- FEMA ICS 100, 200, 300, 400, 700, and 800
- Private Pilot with Instrument Rating

Significant Accomplishments

- Dublin City Schools Industry Advisory Board Member 2021- present
- Ohio Air & Space Hall of Fame Inaugural Board Member 2021- 2022
- The Ohio State University Advanced Air Mobility (AAM) Symposium Advisory Board Member 2021- present
- Air Transportation & Aerospace Outreach Council President - The Ohio State University 2020 – 2023
- Boys & Girls Club President for Aviation – Northern Idaho
- Lewiston Influencers Leadership 2040 board member for strategic planning initiative
- Embry-Riddle University & St. Louis University STEM advocate
- Airport Minority Advisory Council (AMAC) member and keynote speaker
- ACRP 03-40; ACRP 02-78; ACRP Project Panel 11-01/Task 32
- 2014-2016 Board of Director for STARBASE 125th Florida Air National Guard
- NFHLA ROSE Award-Customer Service Support Recipient (twice)
- Jacksonville Aviation Authority Employee Recognition Award for Creative Idea Recognition
- Washoe County Citizen Recognition Award for Special Needs: Hand Cycle Program



PROPOSAL DOCUMENT REPORT

RFP No. RFP-007-2023

[Airport Appraisal Services Rebid](#)

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

Report Generated: Tuesday, May 9, 2023

Airport Business Solutions Proposal

CONTACT INFORMATION

Company:

Airport Business Solutions

Email:

mhodes@absaviation.com

Contact:

MICHAEL HODGES

Address:

90 Fort Wade Road
Suite 100
Ponte Vedra, FL 32081-5114

Phone:

(813) 317-3170

Website:

www.airportbusiness.net

Submission Date:

Apr 12, 2023 2:57 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Table of Contents*

Please upload your Table of Contents here.

ABS_Proposal_-_RFP-007-2023.pdfFL_License_2023-2024.pdfMAI_Certificate.jpg

2. Documents Requiring Notorization*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Conflict of Interest Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)

ABS_Affidavits_RFP-007-2023.pdf

3. Disputes Disclosure Form*

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

None of the Above

PRICE TABLES

TOTAL FOR APPRAISAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump Sum Total of Appraisal	1	LS	\$32,500.00	\$32,500.00
TOTAL					\$32,500.00

File Attachments for Item:

18. City Council Resolution No. 2023-057 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Eight to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the watermain extension on SE Magnolia Loop; providing for payment for the professional services at a cost not to exceed \$3,570.00; and providing an effective date.

MEETING DATE
May 15, 2023

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: North Florida Professional Services engineering proposal for watermain extension on SE Magnolia Loop.

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
City Manager Paul Dyal	Department Director Brian Scott	Date 05-02-2023
Recommended Action: Approve North Florida Professional Services engineering proposal for watermain extension on SE Magnolia Loop. (Not to exceed \$3,570.00)		
Summary Explanation & Background: This is for professional services to extend existing 6" watermain along SE Magnolia Loop approximately 800 LF to SE Sycamore Terrace and the permit application.		
Design <ul style="list-style-type: none"> ➤ Prepare a schematic utility construction plans compliant with the current City of Lake City Utility Standards utilizing the information provided by the Owner 		
Permitting <ul style="list-style-type: none"> ➤ Submit permit applications and necessary supporting documentation, as well as represent the Owner with communications and/or attend necessary meetings with permitting agencies 		
Construction <ul style="list-style-type: none"> ➤ Review record drawings and as-built surveys provided by Owner ➤ Certify testing results provided by the Owner ➤ Signed/Sealed Construction Plans 		
Alternatives: None		
Source of Funds: 410.78.536-030.31		
Financial Impact: \$3,570.00		
Exhibits Attached: 1) Quote from NFPS		

CITY COUNCIL RESOLUTION NO. 2023-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER EIGHT TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE WATERMAIN EXTENSION ON SE MAGNOLIA LOOP; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$3,570.00; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City desires to enter into Task Assignment Number Eight to its Continuing Contract with NFPS for engineering services related to the watermain extension on SE Magnolia Loop, pursuant to the terms and conditions of Task Assignment Number Eight, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not-to-exceed three thousand five hundred seventy dollars and zero cents (\$3,570.00).

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

TASK ASSIGNMENT NUMBER EIGHT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE WATERMAIN EXTENSION ON SE MAGNOLIA LOOP

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

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2021-183 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the watermain extension on SE Magnolia Loop, and the City desires to enter into this Task Assignment Number Eight with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Eight.

2. **PROJECT:** The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Engineering Proposal for Watermain Extension on SE Magnolia Loop*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Eight.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of three thousand five hundred seventy dollars and zero cents (\$3,570.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

5. **ATTORNEYS’ FEES AND COSTS:** In the event of a breach of the Continuing Contract or any provision of this Task Assignment by either party, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or this Task Assignment, including reasonable attorneys’ fees and legal costs and fees incurred in seeking reasonable attorneys’ fees.

6. **ENTIRE AGREEMENT:** This Task Assignment Number Eight, the Continuing Contract, and “Exhibit A”, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Eight may only be

amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**: This Task Assignment Number Eight shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**NORTH FLORIDA PROFESSIONAL
SERVICES, INC.**

By: _____
Gregory G. Bailey, President



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

April 27, 2023

Brian Scott, Director of Distribution/Collections
City of Lake City
692 SW Saint Margarets Street
Lake City, FL 32025
scottb@lcfia.com

SUBJECT: Engineering Proposal for Watermain Extension on SE Magnolia Loop

Dear Brian,

North Florida Professional Services, Inc. (NFPS) would like to thank you for allowing us the opportunity to provide you with a proposal for professional engineering services for the proposed watermain extension on SE Magnolia Loop. The project scope includes preparing construction plans to extend the existing 6" watermain along SE Magnolia Loop approximately 800 LF to SE Sycamore Terrace and the permit application. An itemized breakdown of our proposed engineering services is provided below.

SCOPE OF SERVICES

Design:

NFPS will develop schematic utility construction plans compliant with the current City of Lake City Utility Standards utilizing the information provided by the Owner. Plans to include:

1. General notes/ details
2. Plan view of watermain extension with connections

Permitting:

NFPS will develop the following permit applications and necessary supporting documentation, as well as represent the Owner with communications and/or attend necessary meetings with permitting agencies.

1. Florida Department of Environmental Protection (FDEP) watermain extension permit application and review process

Construction Administration:

1. Review record drawings and as-built surveys provided by Owner
2. Certify testing results provided by the Owner

Deliverables:

1. Signed/ Sealed Construction Plans

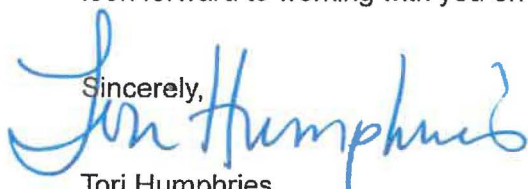
Assumptions and Exclusions:

- It is assumed the City of Lake City will perform all required construction.
- It is assumed the City of Lake City has qualified staff to perform the construction, monitor the construction progress and perform the required testing.
- Any and all permit fees are not included.
- NFPS does not guarantee permit approvals.

- Bid documents and specifications are not included.
- Any item not listed is excluded.

NFPS proposes to provide the above-listed services for a lump sum fee of \$3,570. We are prepared to begin the above-listed services as soon as May 8, 2023 and will commence with all accepted services upon execution of a written Agreement. This proposal will expire on August 3, 2023.

If you need to discuss the proposal further, please contact me at your earliest convenience. We look forward to working with you on this exciting project.

Sincerely,


Tori Humphries
Project Manager

Owner's Signature of approval

Date