
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

January 20, 2026 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

AGENDA

This meeting will be held at the Columbia County School Board Administrative Complex Auditorium located at 372 West Duval Street, 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 - 5:00 PM Joint City/County Workshop at the Columbia County School Board Administrative Complex Auditorium

Pledge of Allegiance

Invocation - Council Member James Carter

Roll Call

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

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

Approval of Agenda

Proclamations

1. Martin Luther King Jr. Day - January 19, 2026
2. Black History Month - February 2026

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

3. Minutes - November 17, 2025 Regular Session
4. Minutes - December 15, 2025 Regular Session
5. Minutes - January 5, 2026 Regular Session
6. City Council Resolution No. 2026-002 - A resolution of the City of Lake City, Florida, approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida Limited Liability Company, to lease certain vacant land located in the Lake City Airport Industrial Park; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing and authorizing the Mayor to execute a memorandum of lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2026-010 - A resolution of the City Council of the City of Lake City, Florida, adopting that certain Memorandum of Agreement with Florida Department of Corrections Identified as Agreement Number A572 to provide support during emergencies or escapes at the Columbia Correctional Institution and/or Lake City Community Release Center; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations/Updates

8. Gwen Lake Update - Michael Klink, Four Waters Engineering
Hazard Mitigation Grant Program (HMGP) - Dr. Shannon Williams, Gateway Grant Writing & Administration Services, Inc.

Quasi-Judicial Hearings

Open Quasi-Judicial Hearing

First Reading

9. City Council Ordinance No. 2026-2350 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-08, submitted by Pam Stewart and Scott D. Stewart, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at SW quadrant of I75 and SR47.

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

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

Clerk should take custody of exhibits.

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

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

Adopt City Council Ordinance No. 2026-2350 on first reading

Close Quasi-Judicial Hearing

Old Business - None

New Business

Ordinances - None

Resolutions

10. City Council Resolution No. 2026-012 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and AVI-SPL, LLC, a Florida Limited Liability Company, for audio visual equipment and related professional services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
11. City Council Resolution No. 2026-013 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 004-2026 for the milling and resurfacing of NE Congress and SE Castillo Terrace; awarding said bid to Anderson Columbia Co, Inc., a Florida Corporation, at a total cost not to exceed \$200,015.64; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
12. City Council Resolution No. 2026-014 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 004-2026 for the milling and resurfacing of NE Bailey Street; awarding said bid to Florida Fill and Grading, Inc., a Florida Corporation, at a total cost not to exceed \$86,646.00; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Vice Mayor Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

Members of the public may also view the meeting on our YouTube channel at:

<https://www.youtube.com/c/CityofLakeCity>

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

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

File Attachments for Item:

1. Martin Luther King Jr. Day - January 19, 2026

Proclamation

MARTIN LUTHER KING JR. DAY

JANUARY 19, 2026

WHEREAS, *Dr. Martin Luther King Jr. devoted his life to advancing equality, fighting for social justice and opportunity for all Americans; and*

WHEREAS, *Dr. King is recognized as the spokesman and leader of the civil rights movement which advocated for greater rights and greater participation in society for African Americans; and*

WHEREAS, *Dr. King was driven by a deep-rooted belief that a person's worth ought not be measured by their skin color or culture, but rather by the content and quality of his or her character; and*

WHEREAS, *Congress passed the Civil Rights Act of 1964, ending segregation in public places and banning employment discrimination on the basis of race, color, religion, sex, or national origin, and the Voting Rights Act, which guaranteed the right to vote to all African Americans largely as a result of Dr. King's influence; and*

WHEREAS, *In January we remember Dr. King's contributions and passionate leadership with activities that honor his enduring spirit and remind us to carry forward the principles of peace, equality, and service exemplified by Dr. King by treating everyone with courtesy, dignity, and respect; and*

NOW, THEREFORE, I, Mayor Noah Walker, of the City of Lake City, do hereby proclaim the 19th of January 2026 as Martin Luther King Jr. Day and in so doing encourage all citizens to join in remembering and honoring Dr. Martin Luther King Jr. with inspirational programs, ceremonies, and activities.

*In witness whereof, I have hereunto set
my hand and caused this seal to be
affixed this 19th day of January 2026.*



*Noah Walker, Mayor
City of Lake City*

**Seal of the City of Lake City
State of Florida**

File Attachments for Item:

2. Black History Month - February 2026

Proclamation

BLACK HISTORY MONTH FEBRUARY 2026

WHEREAS, *This month we celebrate our American history and the contributions of African heritage; and*

WHEREAS, *We recognize the heritage and achievements of African culture. The contributions African culture has made and continues to make is an integral part of our society, and the history of Americans of African descent exemplifies the resilience and innovative spirit that continue to make our Nation great; and*

WHEREAS, *For generations, Americans of African heritage and African culture has embodied the shared progress of our Nation. Through toil and struggle and with courageous actions that have broken barriers, they have made America a better place to live and work for everybody. From native African Kings and Queens to Americans of African descent such as Harriet Tubman, Rosa Parks, Martin Luther King Jr., and Barack Obama; and*

WHEREAS, *We share a rich cultural history which embodies valuable cultural contributions from Africa through its cultural norms and Americans of African descent. The strength and determination of men and women like these remind us that our Nation brims with people whose contributions continue to make it stronger and better; and*

WHEREAS, *Our success historically, presently, and as we embark on our future, requires the continued commitment and contributions of our citizens and fellow Americans of African descent. We continue this journey toward a stronger, more united Nation, let us use this commemoration of American History to celebrate the contributions made from African heritage and culture; and*

WHEREAS, *Let us also use this month to serve as a reminder of the need for continued meaningful dialogue and shared commitment to collective action that uplifts and empowers, as well as of the strength, ingenuity, and perseverance required of us in the years to come because we have learned from the opportunities of our past and know that we are stronger together*

NOW, THEREFORE, I, Mayor Noah Walker, of the City of Lake City, do hereby proclaim the month of February 2026 as the Month to Celebrate American History and the Era of African Heritage in the City of Lake City and in so doing urge all citizens to join me in observing this month with appropriate programs, ceremonies, and activities.

*In witness whereof I have hereunto set my hand
and caused this seal to be affixed this 1st
day of February 2026.*

*Noah Walker, Mayor
City of Lake City*



**Seal of the City of Lake City
State of Florida**

File Attachments for Item:

3. Minutes - November 17, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on November 17, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Ricky Jernigan

ROLL CALL

Mayor/Council Member
City Council

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

APPROVAL OF AGENDA

Mayor Walker reported a request to remove Item #1 (Baptist Women's World Day of Prayer Proclamation) from the agenda. **Mr. Jernigan made a motion to approve the agenda as amended. Mr. Carter seconded the motion, and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Todd Sampson
- Sylvester Warren
- Brenda Perry

APPROVAL OF CONSENT AGENDA

2. Minutes - October 6, 2025 Regular Session
3. Minutes - October 20, 2025 Workshop
4. Minutes - October 20, 2025 Regular Session
5. City Council Resolution No. 2025-150 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Motorola Solutions, Inc., an Illinois Corporation, for watchguard equipment and services to be utilized by the Lake City Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement;

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

6. City Council Resolution No. 2025-151 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and DataWorks Plus, LLC., a South Carolina Limited Liability Company, for livescan equipment and software to be utilized by the Lake City Police Department to aid in the identification of criminals; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2025-152 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the voluntary cooperation mutual aid agreement between the City and the Florida Department of Law Enforcement in support of the Child Abduction Response Team (CART); making certain findings of fact in support of the City renewing said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; recognizing the authority of the Chief of Police to execute to said renewal Agreement; directing the Mayor to execute and bind the City to said renewal Agreement; directing the Chief of Police to execute said renewal Agreement; repealing all prior resolutions in conflict; and providing an effective date.
8. City Council Resolution No. 2025-153 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Fourteen (14) pursuant to the continuing contract with Jones Edmunds and Associates, Inc, a Florida Corporation, to provide a risk and resilience assessment update for the City's potable water system; providing for a cost not to exceed \$39,900; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.
9. City Council Resolution No. 2025-160 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Florida Department of State, Division of Historical Resources, for administration of grant funds for the restoration and maintenance of the Wilson Street Cemetery; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

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

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

QUASI-JUDICIAL

First Reading

Open Quasi – Judicial Proceeding

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

Preliminary Matters (Attorney Clay Martin):

The City Attorney shall read the ordinance by title

10. City Council Ordinance No. 2025-2338 (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 more than 50 acres of land, pursuant to an application by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida Limited Liability Company, 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, very low density (1 dwelling unit per acre) to City Industrial of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

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

Ms. Young	No
Mr. Carter	Yes – reported having spoke with several members of the audience; reported this would not affect his ability to vote
Mr. Jernigan	No
Ms. Harris	No
Mayor Walker	Yes – reported this would not interfere with his ability to vote

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

At this time Attorney Martin swore in 10 people.

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo presented members with a PowerPoint presentation and moved the application and presentation into the record. This is attached as Exhibit A.

B. Presentation of application by applicant. Attorney Patrick Krechowski spoke on behalf of the applicant and spoke in support of the staff report.

C. Presentation of evidence by city staff. N/A

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

E. Public comments. 1. Jonathan Akins – 442 Southeast County Road 245A, spoke in opposition; 2. Sam Bassett – 335 Southeast Price Creek, spoke in opposition; 3. Greg Boyette – spoke in opposition; 4. Pam Griffith – 497 Southeast Sharon Lane, spoke in opposition; 5. Laurie Akins – 442 Southeast County Road 245A, spoke in opposition for herself and the behalf of six citizens; 6. Julie Bassett – 335 Southeast Price Creek Loop spoke in opposition for herself and the behalf of six citizens, as well as presented members with a PowerPoint, this is attached as Exhibit B; 7. Sylvester Warren – spoke in opposition.

F. Cross examination of parties by party participants. Attorney Krechowski responded on behalf of the applicant in public comments. On behalf of the City Robert Angelo went over next steps in the process.

G. Questions of parties by City Council. Mr. Jernigan confirmed with Attorney Krechowski the intention for use of the property that was purchased.

Mayor Walker called upon Executive Director of Utilities Steve Brown, whom Attorney Martin swore in, and asked if utilities were for industrial use. Steve Brown reported the property was not set up for utilities. Mayor Walker also inquired as to what the property would be used for. Brandon Stubbs with North Florida Professional Services reported it would be used for industrial use and warehouse storage.

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Council Member Carter reported the property met requirements at this point in the process.

Council Member Harris spoke in opposition to the project.

City Manager Rosenthal reiterated Mr. Carter's comments.

City Attorney Martin explained members could table the ordinance but cautioned them and went through those steps.

Council Member Young commented the State reviewing the ordinance would be a form of tabling it.

Mr. Carter made a motion to approve City Council Ordinance No. 2025-2338 on first reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

At this time, members took a recess from 7:13 PM until 7:21 PM.

11. City Council Ordinance No. 2025-2339 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from County Rural Residential (RR) to City Industrial (I) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date.

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

This was answered under the previous companion ordinance.

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

This was completed under the previous companion ordinance.

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo moved the application and presentation into the record. This is attached as Exhibit C.

B. Presentation of application by applicant. Attorney Krechowski clarified this was a companion ordinance and entered the application into the record. This is attached as Exhibit D.

C. Presentation of evidence by city staff. N/A

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

E. Public comments. 1. Julie Bassett – spoke in opposition and presented members with a PowerPoint presentation, this is attached at Exhibit E; 2. Sam Bassett - 335 Southeast Price Creek Loop spoke in opposition; 3. Sylvester

Warren – spoke in opposition; 4. Laurie Akins– 442 Southeast County Road 245A, spoke in opposition

F. Cross examination of parties by party participants. Brandon Stubbs with North Florida Professional Services spoke in support of the ordinance. Robert Angelo clarified this was a companion ordinance and clarified for the record that it was Council Member Harris who asked him to explain the rezoning process during the break, not Council Member Carter. Council Member Carter asked him if this rezoning would go to State review.

G. Questions of parties by City Council. Council Member Carter stated for the record, the chair of the Planning and Zoning Board should have recused himself from voting due to being siblings with a farm owner adjoining the discussed property. Council Member Harris asked Mr. Angelo if the Planning and Zoning Board voted no on this project. Mr. Angelo reported Planning and Zoning voted 3-2 to deny this project. Ms. Harris also clarified when the Concurrency Plan was updated.

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance No. 2025-2339 on first reading. Ms. Young seconded the motion.

Council Member Jernigan reported his vote would not change and felt the Planning and Zoning Board made a mistake.

Council Member Young reported if decisions were made on feelings everyone would fail.

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

OLD BUSINESS

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2327. City Council Ordinance No. 2025-2327 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2327. No one asked to be heard on City Council Ordinance No. 2025-2327; therefore, Mayor Walker closed the public hearing.

12. City Council Ordinance No. 2025-2327 (final reading) - An ordinance pertaining to solid waste services and management within the City of Lake City; providing updated definitions; establishing provisions related to third-party and contractor-generated waste; establishing provisions related to storm debris waste contractors; establishing a contractor registration process for declared states of emergency; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2327 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

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

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2341. City Council Ordinance No. 2025-2341 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2341. No one asked to be heard on City Council Ordinance No. 2025-2341; therefore, Mayor Walker closed the public hearing.

13. City Council Ordinance No. 2025-2341 (final reading) - An ordinance of the City of Lake City, Florida, relating to the use of a Speed Detection System in school zones in the City of Lake City, Florida; creating Chapter 98, Article V, Section 98-85 of the City of Lake City Code of Ordinances entitled "School Speed Zone Infractions" which authorizes a school speed zone speed enforcement program and use of Speed Detection Systems; providing program implementation requirements; designating school zones and enforcement; providing legislative findings; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date. **Ms. Harris made a motion to approve City Council Ordinance No. 2025-2341 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

Other Items

14. Discussion and Possible Action - Housing Workshop follow-up - Consensus is needed to provide administration direction on how to proceed with housing discussion from 11-17-2025 Workshop Agenda (Mayor Noah Walker)

PUBLIC COMMENT: Sylvester Warren

Council Member Jernigan spoke in support of the work of administration.

Council Member Carter spoke in support of the City doing a Request for Proposal for a Housing Study.

Council Member Harris asked Leslie Buckholtz with Precept Acquisitions to approach the podium and speak to the company's credentials: Justin Williams the Vice President at Prime AE with 23 years' experience and Russ Ervin with Ervin Lovett Miller with 25 years' experience. Ms. Buckholtz clarified they would use local developers for this project.

Council Member Young spoke in support of Precept Acquisitions and asked to get a consensus vote on City Attorney Martin and City Manager Rosenthal to cooperate with Precept Acquisitions to develop a P3 proposal based on concepts presented to Council and come back for a vote when prepared.

Council Member Jernigan confirmed with City Attorney Martin that the City would not be violating any law if it was decided to hire Precept Acquisitions.

Attorney Martin reported there was no law broken that he was aware of at this time and explained that members could decide to negotiate a contract to enter that night or the next meeting. He clarified with Council Member Young that he was to develop a proposal as it was defined under the public private partnership statute and stated he would be more comfortable with a consensus vote on the matter.

City Manager Rosenthal stated he would also be more comfortable with a consensus vote.

Council Member Carter requested Procurement Director Brenda Karr for her professional opinion on the matter. Ms. Karr reported she would be more comfortable with a Request for Proposal and stated it would also be fairer.

Attorney Martin provided clarification at this point in the discussion and stated there were two matters before the council: to proceed with a Request for Proposal to do a study on housing issues, or to proceed with cooperating with Precept Acquisitions to develop a proposal as a Public Private Partnership.

Mayor Walker expressed concern with close relationship ties if the City did not go out for a Request for Proposal.

Council Member Carter inquired as to why other members were opposed to a Request for Proposal.

Council Member Harris clarified the relationship with Leslie Buckholtz.

Attorney Martin reported the term "partnership" in the Florida Statute is intentionally flexible and explained what needed to be met in order for the project to qualify for a Public Private Partnership.

Council Member Carter spoke to clearing up any improprieties by having a Request for Proposals.

Ms. Karr stated for the record that she was not familiar with proposals that were considered Public Private Partnerships.

PUBLIC COMMENT: Sylvester Warren

The verbal consensus via each Council Member was for City Manager Rosenthal and City Attorney Martin to cooperate with Precept to develop a Public Private Partnership proposal based on concepts presented to council and come back for a vote, when prepared.

At this time, members took a recess from 8:56 PM until 9:02 PM.

NEW BUSINESS

Ordinances

15. City Council Ordinance No. 2025-2343 (first reading) - An ordinance of the City of Lake City, Florida; amending Chapter 70, Article IV of the City of Lake City Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-96 of the City of Lake City Code of Ordinances entitled "Service Retirement Benefits; Cost of Living Adjustment" by adopting option for partial lump sum benefit; adding Section 70-106 for the purpose of purchasing prior military service; adding a new Section 70-107 for the purpose of purchasing prior police service; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2343 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

Resolutions

16. City Council Resolution No. 2025-135 - A resolution of the City of Lake City, Florida, establishing its intent to reimburse certain project costs incurred with proceeds of future tax-exempt financings; providing certain other matters in connection therewith; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-135. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

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

17. City Council Resolution No. 2025-146 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Redspeed Inc., a Florida Corporation, for services relating to school zone auto speed enforcement; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the city to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-146. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

18. City Council Resolution No. 2025-154 - A resolution of the City of Lake City, Florida, amending the City budget for the Fiscal Year beginning October 1, 2024 and continuing through September 30, 2025 by increasing line items in the appropriations and expenditures of certain funds of the City; making certain findings of fact in support of the City amending said budget; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-154. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

19. City Council Resolution No. 2025-155 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for administration of Federal Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-155. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

20. City Council Resolution No. 2025-161 - A resolution of the City of Lake City, Florida, authorizing the City Manager to issue trespass warnings and orders related to real property owned or leased by the City; making findings of fact in support thereof; directing the City Clerk to reflect such authorization in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such authorization in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Carter made a motion to table this item until the December 1, 2025 meeting. Ms. Harris seconded the motion.

Council Member Jernigan spoke in support of the resolution as presented.

Council Member Young inquired as to how this resolution came about.

City Attorney Martin explained the council was the custodial owner of the property, and if immediate action was needed, the purpose was to allow the City Manager as CEO of the City to act on their behalf and not have to go through the agenda review meeting.

A roll call vote was taken and the motion carried.

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

COMMENTS BY:

City Manager Don Rosenthal – None

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS:

Vice Mayor Chevella Young – Ms. Young expressed concerns with agenda items being placed on agendas. Mayor Walker clarified it states in the City Charter the Mayor sets forth the agendas.

Council Member Ricky Jernigan – Mr. Jernigan thanked the Lake City Police and Fire Departments for their service, as well as Finance and other department heads. He also reported a constituent inquired as to whether the City could contribute to storm relief in Jamacia.

Council Member James Carter – None

Council Member Tammy Harris – Ms. Harris suggested members ride on a float in the Christmas parade as opposed to the antique fire truck and confirmed with Executive Director of Utilities Steve Brown that a float could be decorated.

Mayor Noah Walker – Mayor Walker reported speaking with the constituent Mr. Jernigan referenced and stated he suggested getting with the Rotary Club as they were already in the process of sending supplies to Jamacia; announced the grand opening for Clear Sky Rehabilitation Hospital was tomorrow, November 18, 2025, Farm to Share event was November 22, 2025, and the Lake City Police Department was hosting a Safety Training for Houses of Worship at November 22, 2025 at 6:00 PM; wished everyone a Happy Thanksgiving and a Happy Birthday to Vice Mayor Young.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 9:29 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

City Council Ordinance No. 2025-2338

Exhibit A



GROWTH MANAGEMENT
205 North Marion Ave.
Lake City, FL 32055
Telephone: (386) 719-5750
E-mail: growthmanagement@locfla.com

FOR PLANNING USE ONLY

Application # _____
Application Fee\$ _____
Receipt No. _____
Filing Date _____
Completeness Date _____

COMPREHENSIVE PLAN AMENDMENT

Small Scale, less than or equal to fifty (50) acres; \$1,750

Large Scale, more than fifty (50) acres; \$4,900

All applications may incur professional fees for consulting and other professional services required by the Land Development Administrator. Any professional fees required by the Land Development Administrator will be invoiced and charged to the applicant and must be paid in full before application can be scheduled for any meetings.

A. PROJECT INFORMATION

1. Project Name: PRICE CREEK, LLC
2. Address of Subject Property: SE CR-245, LAKE CITY FL 32025
3. Parcel ID Number(s): 02-4S-17-07481-003
4. Existing Future Land Use Map Designation: RES VERY LOW
5. Proposed Future Land Use Map Designation: INDUSTRIAL
6. Zoning Designation: PROPOSED - INDUSTRIAL
7. Acreage: 110.70
8. Existing Use of Property: PLANTED PINES
9. Proposed use of Property: INDUSTRIAL

B. APPLICANT INFORMATION

1. Applicant Status Owner Agent
2. Name of Applicant(s): PRICE CREEK, LLC Title: R. COLE; D. CRAPPS - MANAGERS

Company name (if applicable): _____

Mailing Address: 291 NW MAIN BLVD

City: LAKE CITY State: FL Zip: 32055

Telephone: (386) 397-3002 Fax: () Email: dcrapps@danielcrapps.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

3. If the applicant is agent for the property owner*.

Property Owner Name (title holder): N/A

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: () Fax: () Email: _____

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property? If yes, list the names of all parties involved:
If yes, is the contract/option contingent or absolute: Contingent Absolute
2. Has a previous application been made on all or part of the subject property? Yes No
Future Land Use Map Amendment: Yes No
Future Land Use Map Amendment Application No. _____
Site-Specific Amendment to the Official Zoning Atlas (Rezoning): Yes No
Site-Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. _____
Variance: Yes No
Variance Application No. _____
Special Exception: Yes No
Special Exception Application No. _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS SUBMITTED WITH ZONING CHANGE REQUEST

1. Boundary Sketch or Survey with bearings and dimensions.
2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).
3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential land use amendments, an analysis of the impacts to Public Schools is required.
4. Comprehensive Plan Consistency Analysis: An analysis of the application's consistency with the Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies of the Comprehensive Plan and detail how the application complies with said Goals, Objectives, and Policies). For text amendments to the Comprehensive Plan, the proposed text amendment in strike-thru and underline format.
5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
6. Proof of Ownership (i.e. deed).
7. Agent Authorization Form (signed and notarized).
8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
9. Fee. No application shall be accepted or processed until the required application fees have been paid in full. Any professional fees required by the Land Development Administrator shall be paid before any meetings will be scheduled.

10. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal. The Growth Management Department shall supply the name and addresses of the property Owners, the notification letters and the envelopes to the proponent.

NOTICE TO APPLICANT

All ten (10) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

A total of two (2) paper copies of proposed Comprehensive Plan Amendment Application and support material and a PDF copy on a CD are required at the time of submittal.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD. AS ADOPTED IN THE BOARD RULES AND PROCEDURES. OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Daniel Crapp Daniel Crapp

Applicant/Agent Name (Type or Print)

Richard C Cole Richard Cole 7-28-25

Applicant/Agent Signature

Date

STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 28 day of July, 2025 by (name of person acknowledging).

(NOTARY SEAL or STAMP)

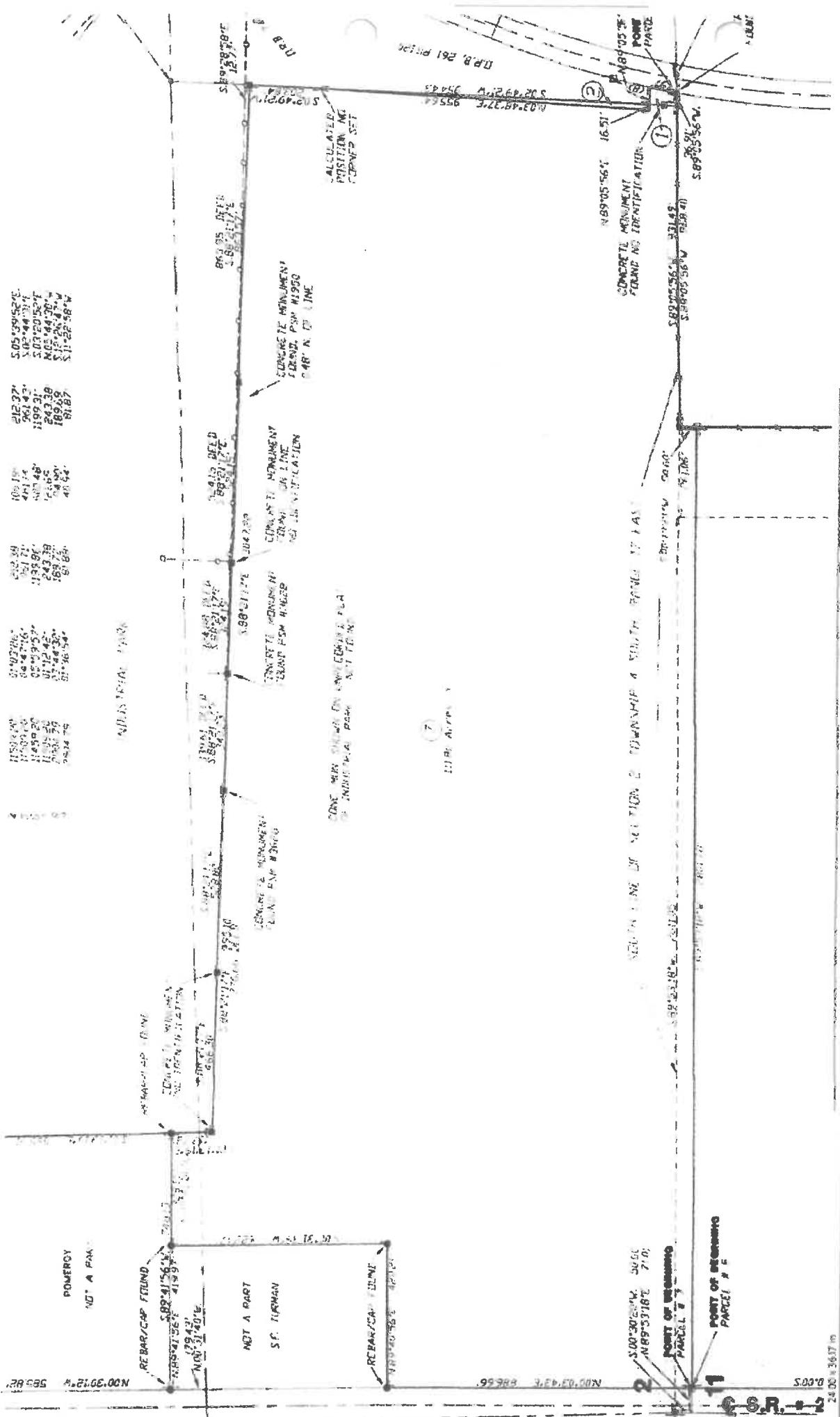


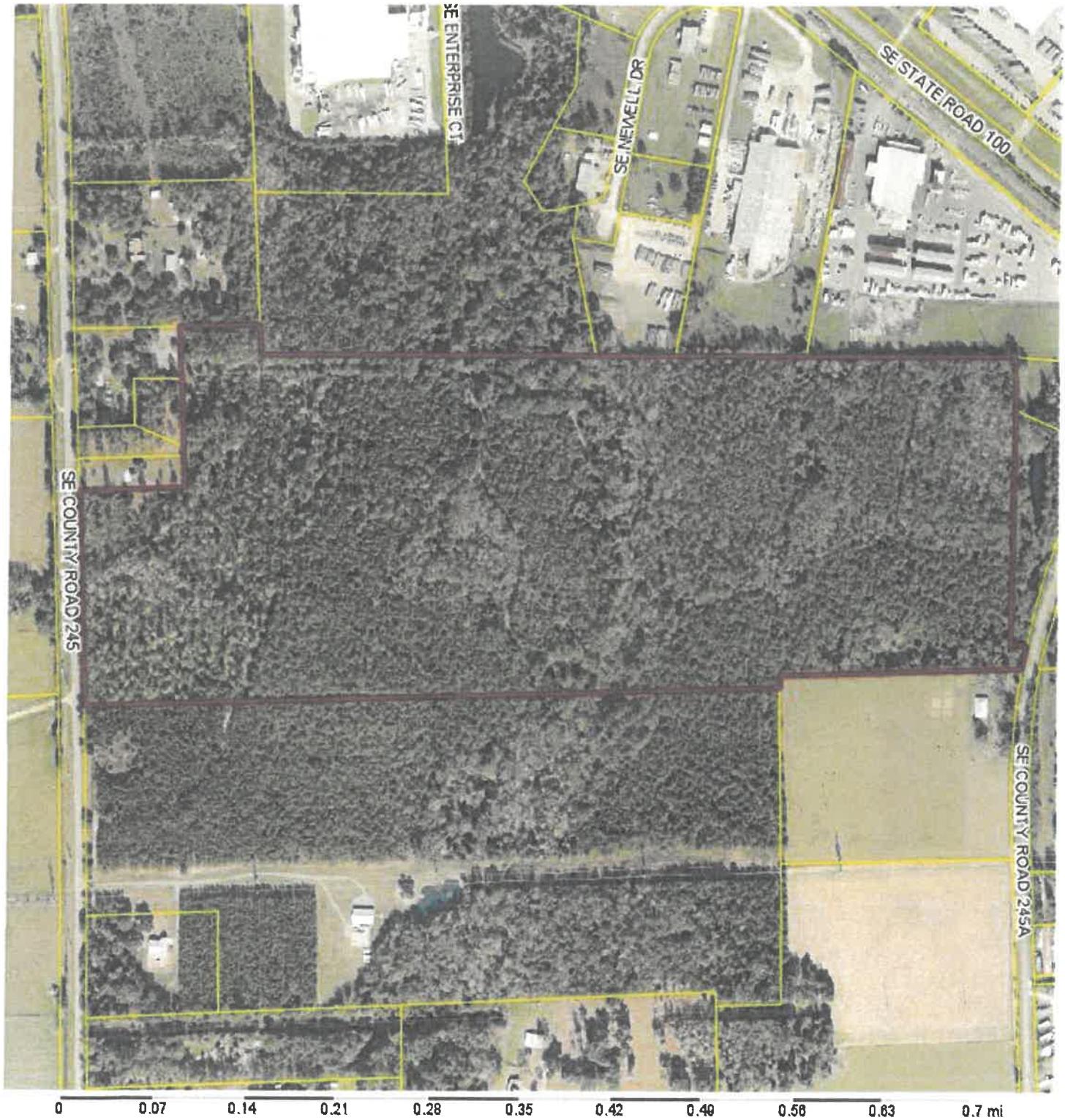
Signature of Notary

Printed Name of Notary

Personally Known OR Produced Identification _____
Type of Identification Produced

City of Lake City - Growth Management Department
205 North Marion Ave, Lake City, FL 32055





**CONCURRENCY
WORKSHEET**

Price Creek, LLC
March 1, 2018

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	Total Floor Area*	Total ADT	Total PM Peak
130	Industrial Park	3.34	0.46	2411.05	8052.91	1109.08

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

Per US Green Building Council, ITE for Industrial Park Land Use Code 130 is 500 SF per employee

Potable Water Analysis

ITE Code	Use	Floor Area Ratio (SF) x 1 employee per 500 SF	Statistical data from N FL Regional Planning Council (GPD)	Total Potable Water Usage (GPD)
130	Industrial Park	2411.05	22.50	54248.54

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

Per US Green Building Council, ITE for Industrial Park Land Use Code 130 is 500 SF per employee

GPD = Gallons per Day

Sanitary Sewer Analysis

ITE Code	Use	Floor Area Ratio (SF) x 1 employee per 500 SF	Statistical data from N FL Regional Planning Council (GPD)	Total Sanitary Sewer Effluent (GPD)
130	Industrial Park	2411.05	17.50	42193.31

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

Per US Green Building Council, ITE for Industrial Park Land Use Code 130 is 500 SF per employee

GPD = Gallons per Day

**CONCURRENCY
WORKSHEET**

Price Creek, LLC
March 1, 2018

Solid Waste Analysis

ITE Code	Use	Floor Area Ratio (SF) per 1,000 SF of gross floor area	Statistical data from N FL Regional Planning Council (pounds)	Total Sanitary Sewer Effluent (GPD)
130	Industrial Park	1205.52	5.50	6630.38

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

Experience. Quality. Commitment.



Comprehensive Plan Consistency Analysis

The following analysis identifies how this application is consistent with the County's Comprehensive Plan. Language from the comprehensive plan is provided in normal font, and the consistency statements are provided in bold and italics font.

Property Location

The property is +110 acres and is located on SE County Road 245 in Columbia County (Tax Parcel 02-4S-17-07481-003), Price Creek LLC.

Future Land Use Element

GOAL I – IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVING IN PLACE OR HAVE AGREEMENTS TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

OBJECTIVES AND POLICIES FOR URBAN DEVELOPMENT AREAS

Urban development areas are those areas designated by the North Central Florida Strategic Regional Policy Plan and shown on the county's future land use plan map.

Objective I.1 - The County shall continue to direct future population growth and associated urban development to urban development areas as established within this comprehensive plan.

Consistency: *The proposed development on the subject site is consistent with the types of uses allowed by the Industrial FLU category. The property is located on County Road 245 in an urban development area and is adjacent to the existing Industrial Park on State Road 100.*

Policy I.1.1 - *The county shall limit the location of higher density residential and high intensity commercial and industrial uses to areas adjacent to arterial or collector roads where public facilities are available to support such higher density or intensity. In addition, the county shall enable private subregional centralized potable water and sanitary sewer systems to connect to public regional facilities, in accordance with the objective and policies for the urban and rural areas within this future land use element of the comprehensive plan.*

Consistency: *The proposed industrial development is located between CR 245 and CR 245A. Public utilities are not available. Private potable water well, individual septic tanks and/or a package treatment plant will be placed on site and sized accordingly during the design phase.*

Policy I.1.2 - *The county's future land use plan map shall allocate amounts and mixes of land uses for residential, commercial, industrial, public and recreation to meet the needs of the existing and projected future populations and to locate urban land uses in a manner where public facilities may be provided to serve such urban land uses. Urban land uses shall be herein defined as residential, commercial and industrial land use categories.*

Consistency: *The subject property is currently located within the Residential Very Low Density FLU designation. The Industrial and Agriculture 3 designation is adjacent to the subject property. CR 245 is considered a Major Collector Road with level of service D. CR 245A is a Minor Collector Road with level of service D.*

Policy I.1.3 - The county's future land use plan map shall base the designation of residential, commercial and industrial lands depicted on the future land use plan map upon acreage which can be reasonably expected to develop by the year 2023.

Consistency: The subject property is located on CR 245. This section of CR 245 is now a County Road with industrial, residential and agriculture FLU designations. The subject property will be developed before 2023.

Policy I.1.4 - The county shall continue to maintain standards for the coordination and siting of proposed urban development near agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas) to avoid adverse impact upon existing land uses.

Consistency: The subject property is located along CR 245 in a section that has industrial, residential and agriculture FLU designations. The industrial designation is consistent with the surrounding area and will have no adverse impacts on the existing land uses

Policy I.1.5. - The county shall continue to regulate govern future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within an area which is or will be served by public facilities and services.

Consistency: The future industrial development on the subject property will be designed in accordance with the design standards of the County and regulating agencies with jurisdiction during the design phase.

Policy I.1.6 - The county's land development regulations shall be based on and be consistent with the following land use classifications and corresponding standards for densities and intensities within the designated urban development areas of the county. For the purpose of this policy and comprehensive plan, the phrase "other similar uses compatible with" shall mean land uses that can co-exist in relative proximity to other uses in a stable fashion over time such that no other uses within the same land use classification are negatively impacted directly or indirectly by the use.

Consistency: The proposed industrial development will meet the County LDR's for Industrial land use with 0.25 floor area ratio.

OBJECTIVES AND POLICIES FOR BOTH URBAN DEVELOPMENT AREAS AND RURAL AREAS

Objective I.3 - The County shall include within the site plan review process to be adopted as part of the land development regulations, that adjacent land uses shall not be adversely impacted by any change in land use.

Consistency: The proposed industrial use is consistent with the types of uses allowed by the Industrial FLU category. The property is located on CR 245 in an urban development area and is adjacent to the existing Industrial Park with Industrial FLU designation on SR 100.

Policy I.3.1 - The county shall continue to regulate the location of public facilities so as to discourage the proliferation of urban sprawl. However, nothing in this provision shall limit the improvement of any public road in an area of the county.

Consistency: The subject property is located on CR 245 south of an existing industrial FLU designation on CR 245 and adjacent to an existing Industrial Park on SR 100 with an industrial FLU designation.

Policy I.3.5 - The county shall continue to have provisions for drainage, stormwater management, open space, convenient on site traffic flow and needed vehicle parking for all development.

Consistency: The future industrial development on the subject property will be designed in accordance with the design standards of the County and regulating agencies with jurisdiction during the design phase.

Transportation Element

GOAL II – PROVIDE FOR A TRAFFIC CIRCULATION SYSTEM WHICH SERVES EXISTING AND FUTURE LAND USES.

Objective II.1 - The County shall maintain a safe, convenient and efficient level of service standard for all roadways.

Consistency: The property is located on County Road 245 with a Level of Service D per the 2013 FDOT Quality/Level of Service Handbook and currently meets and/or exceeds the current standard for traffic circulation.

Policy II.1.1 – Establish the service standards as noted below at peak hour for the following roadway segments within the County as defined within the FDOT Quality/LOS Handbook, 2013.

Consistency: The property is located on County Road 245 with a Level of Service D per the 2013 FDOT Quality/Level of Service Handbook and currently meets and/or exceeds the current standard for traffic circulation.

Policy II.1.2 – The County shall control the number and frequency of connections and access points of driveways and roads to arterial and collector roads.

Consistency: The future industrial development on the subject property will be designed in accordance with the design standards of the County including driveway connection details and requirements.

Policy II.1.3 – The County shall require the provision of safe and convenient on-site traffic, which includes the provision for vehicle parking.

Consistency: The future industrial development on the subject property will be designed in accordance with the design standards of the County including required vehicle parking requirements.

Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

Objective IV.2 - The County shall coordinate the continued extension of, or increase in the capacity of sanitary sewer facilities by scheduling the completion of public facility improvements concurrent with projected demand.

Consistency: The proposed industrial development is located between CR 245 and CR 245A. Public utilities are not available. Individual septic tanks and/or a package treatment plant will be placed on site and sized accordingly during the design phase per Chap. 64E-6, F.A.C.

Objective IV.3 - The County shall coordinate the continued extension of, or increase in the capacity of solid waste facilities by scheduling the completion of public facility improvements and requiring that they are concurrent with projected demand.

Consistency: The solid waste facilities for the proposed industrial development will be located at the County landfill. The proposed industrial development should not have a negative impact as the County facility currently meets and/or exceeds the level of service required by the Comprehensive Plan.

Objective IV.4 - The County shall continue to coordinate the extension of, or increase in the capacity of, drainage facilities by scheduling the completion of public facility improvements and requiring they are concurrent with projected demand.

Consistency: The future industrial development on the subject property will be designed in accordance with the design standards of the County and regulating agencies with jurisdiction during the design phase.

Objective IV.5 - The County shall continue to coordinate the extension of, or increase in the capacity of, potable water facilities by scheduling the completion of public facility improvements and requiring they are concurrent with projected demand.

Consistency: The proposed industrial development is located between CR 245 and CR 245A. Public utilities are not available. Private individual water wells will be placed on site and sized accordingly during the design phase

Parcel #02-4S-17-07481-003

Exhibit "A"

Parcel No. 7:

A part of the South $\frac{1}{2}$ of Section 2 and the North $\frac{1}{2}$ of Section 11, all in Township 4 South, Range 17 East, Columbia County, Florida, more particularly described as follows: Commence at the Southwest corner of said Section 2 and run S $00^{\circ} 30'20''$ W, along the West line of said Section 11, a distance of 50.60 feet; thence N $B9^{\circ}53'18''$ E, a distance of 71.01 feet to a point on the East Right-of-Way Line of State Road #245 (Price Creek Rd) for a Point of Beginning; Thence N $00^{\circ}03'43''$ E, along said East Right-of-Way Line, a distance of 886.66 feet to a rebar and cap; Thence N $89^{\circ}40'56''$ E, a distance of 420.21 feet to a rebar and cap; thence N $00^{\circ}31'39''$ W a distance of 622.17 feet to a concrete monument; thence N $89^{\circ}41'56''$ E, a distance of 328.15 feet; thence S $01^{\circ}19'19''$ E, a distance of 117.78 feet; thence S $B8^{\circ}21'17''$ E, a distance of 3047.22 feet; thence S $02^{\circ}49'21''$ W a distance of 203.84 feet; thence S $03^{\circ}48'37''$ W a distance of 955.64 feet; thence N $89^{\circ}05'56''$ E, a distance of 67.70 feet to the Westerly Right-of-Way Line of State Road 245-A; thence Southerly along the arc of a curve to the left on said Right-of-Way having a radius of 2904.79 feet, an included angle of $01^{\circ}36'54''$ for an arc distance of 81.88 feet to a concrete monument at its intersection with the South Line of said Section 2; thence S $89^{\circ}05'56''$ W, along said South Line a distance of 968.40 feet; thence S $00^{\circ}13'21''$ W, a distance of 50.60 feet; thence S $89^{\circ}53'1B''$ W, a distance of 2801.78 feet to the POINT OF BEGINNING. COLUMBIA COUNTY, FLORIDA.

Rec. 2700
Oct. 9, 126-60

THIS INSTRUMENT WAS PREPARED BY:

TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

RETURN TO:

TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

File No. 05-432 & 433

Property Appraiser's
Parcel Identification No.
02-4S-_____

Inst:2005019442 Date:08/11/2005 Time:14:42
Doc Stamp-Deed : 9126.60
ZMK DC,P.Dewitt Cason,Columbia County B:1056 P:2254

WARRANTY DEED

THIS INDENTURE, made this 11th day of August 2005, BETWEEN SANDRA S. TURMAN, individually, and as Trustee of the SANDRA S. TURMAN LIVING TRUST dated October 2, 2002, whose post office address is 4276 NW Wisteria Drive, Lake City, Florida 32055, of the County of Columbia, State of Florida, grantor*, and PRICE CREEK, LLC, a Florida Limited Liability Company, whose document number assigned by the Secretary of State of Florida is L_____ and whose Federal Tax I.D. Number is _____*, whose post office address is 2806 US Highway 90 West, Suite 101, Lake City, Florida 32055, of the County of Columbia, State of Florida, grantee*.

WITNESSETH: that said grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION.

SUBJECT TO: Restrictions, easements and outstanding mineral rights of record, if any, and taxes for the current year.

N.B.: Neither the Grantor nor any member of her family live or reside on the property described herein or any land adjacent thereto or claim any part thereof or any land adjacent thereto as their homestead.

*N.B.: THE PURPOSE OF INCLUDING THE DOCUMENT NUMBER AND THE FEDERAL TAX I.D. NUMBER OF THIS GRANTEE IS TO AVOID CONFUSION BETWEEN THIS GRANTEE AND ANY OTHER LIMITED LIABILITY COMPANY OF THE SAME OR SIMILAR NAME.

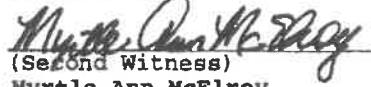
and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

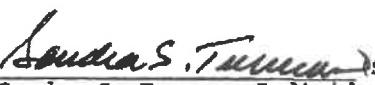
*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:


(First Witness)
Terry McDavid
Printed Name


(Second Witness)
Myrtle Ann McElroy
Printed Name


Sandra S. Turman, Individually,
and as Trustee of the Sandra S.
Turman Living Trust dated
October 2, 2002

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 11th day of August 2005, by SANDRA S. TURMAN, individually, and as Trustee of the SANDRA S. TURMAN LIVING TRUST dated October 2, 2002. She is personally known to me and did not take an oath.


Notary Public
My Commission Expires: _____



EXHIBIT "A"

PARCEL NO. 7:

A part of the South 1/2 of Section 2 and the North 1/2 of Section 11, all in Township 4 South, Range 17 East, Columbia County, Florida, more particularly described as follows: Commence at the Southwest Corner of said Section 2 and run S 00°30'20"W, along the West Line of said Section 11, a distance of 50.60 feet; thence N 89°53'18"E, a distance of 71.01 feet to a point on the East Right-of-Way Line of State Road #245 (Price Creek Road) for a POINT OF BEGINNING; thence N 00°03'43"E, along said East Right-of-Way Line, a distance of 886.66 feet to a rebar and cap; thence N 89°40'56"E, a distance of 420.21 feet to a rebar and cap; thence N 00°31'39"W, a distance of 622.17 feet to a concrete monument; thence N 89°41'56"E, a distance of 328.15 feet; thence S 01°19'19"E, a distance of 117.78 feet; thence S 88°21'17"E, a distance of 3047.22 feet; thence S 02°49'21"W, a distance of 203.84 feet; thence S 03°48'37"W, a distance of 955.64 feet; thence N 89°05'56"E, a distance of 67.70 feet to the Westerly Right-of-Way Line of State Road #245A; thence Southerly along the arc of a curve to the left on said Right-of-Way having a radius of 2904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to a concrete monument at its intersection with the South Line of said Section 2; thence S 89°05'56"W, along said South Line a distance of 968.40 feet; thence S 00°13'21"W, a distance of 50.60 feet; thence S 89°53'18"W, a distance of 2801.78 feet to the POINT OF BEGINNING.
COLUMBIA COUNTY, FLORIDA.

Inst:2005019442 Date:08/11/2005 Time:14:42
Doc Stamp-Deed : 9126.60
DC,P.Dewitt Cason,Columbia County B:1054 P:2256

ARTICLES OF ORGANIZATION FOR

PRICE CREEK, LLC

ARTICLE I - Name:

The name of the Limited Liability Company is: Price Creek, LLC

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

2806 US Highway 90 West, Suite 101
Lake City, FL 32055

ARTICLE III - Duration:

The company shall commence its existence on the date these articles of organization are filed by the Florida Department of State. The company's existence shall be perpetual, unless the company is earlier dissolved as provided in these articles of organization.

ARTICLE IV - Management:

The Limited Liability Company is to be managed by the members and the names and addresses of the managing members are:

Daniel Crapps
2806 US Highway 90 West, Suite 101
Lake City, FL 32055

Richard C. Cole
Post Office Box 16
Lake City, FL 32056

ARTICLE V - Admission of Additional Members:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

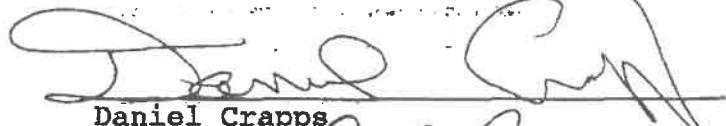
No additional members shall be admitted to the company except with the unanimous written consent of all the members of the company and on such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the company as set forth in the regulations of the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a member unless all the other members of the company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE VI - Members Rights to Continue Business:

The right, if given of the remaining members of the Limited Liability Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company shall be:

The company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the company, unless the business of the company is continued by the

consent of all the remaining members, provided there is at least one remaining member.


Daniel Crapps


Richard C. Cole

(In accordance with §608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

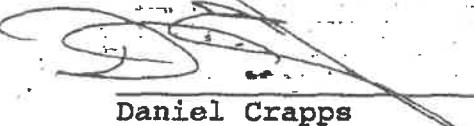
**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF S608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is: Price Creek, LLC.
2. The name and the Florida street address of the registered agent are:

Daniel Crapps
2806 US Highway 90 West, Suite 101
Lake City, FL 32055

Having been named as registered agent and to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


Daniel Crapps

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

PARCEL NUMBER	ESCROW CD	Millage Code
R07481-003		1

THIS BILL IS FULLY PAID

(AKA PRCL #7 UNR SURVEY):
COMM AT SW COR OF SEC, RUN S
ALONG W LINE SEC 11, 50.60 FT,

PRICE CREEK LLC
291 NW MAIN BLVD
LAKE CITY FL 32055

135 NE Hernando Ave, Suite 125, Lake City, FL 32055
(386) 758-1077

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
CITY OF LAKE CITY					
LAKE CITY	40,596	4.9000	0	40,596	198.92
BOARD OF COUNTY COMMISSIONERS					
GENERAL FUND	40,596	7.8150	0	40,596	317.26
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	40,596	0.7480	0	40,596	30.37
LOCAL	40,596	3.1430	0	40,596	127.59
CAPITAL OUTLAY	40,596	1.5000	0	40,596	60.89
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	40,596	0.2936	0	40,596	11.92
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	40,596	0.0001	0	40,596	0.00

IMPORTANT: All exemptions do not apply to all taxing authorities. Please contact the Columbia County Property Appraiser for exemption/assessment questions.

TOTAL MILLAGE	18.3997	AD VALOREM TAXES	746.95
---------------	---------	------------------	--------

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
XLCF CITY FIRE ASSESSMENT	0.00 Unit @311.2600	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
----------------------------	------

COMBINED TAXES AND ASSESSMENTS		746.95	See reverse side for important information
Paid In Full	Taxes 746.95	Discount / Interest -22.41	Fees 0.00 Payments 724.54 Amount Due 0.00

Kyle Keen, CFC

Columbia County Tax Collector

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

23949.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R07481-003		1

THIS BILL IS FULLY PAID

(AKA PRCL #7 UNR SURVEY):
COMM AT SW COR OF SEC, RUN S
ALONG W LINE SEC 11, 50.60 FT,

PRICE CREEK LLC
291 NW MAIN BLVD
LAKE CITY FL 32055

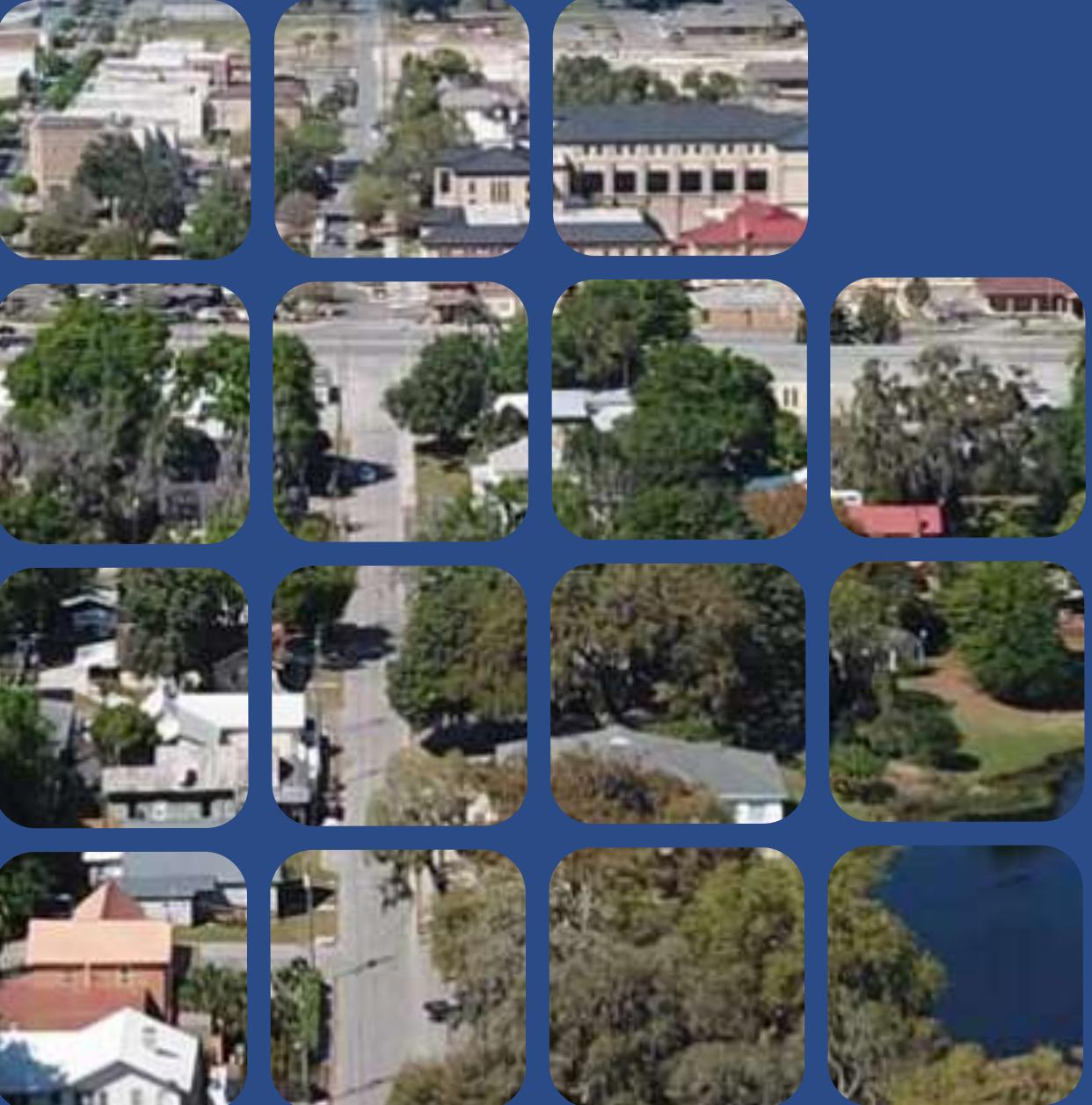
DO NOT WRITE BELOW THIS PORTION

PLEASE PAY IN US FUNDS TO: KYLE KEEN, TAX COLLECTOR

Paid In Full	Taxes 746.95	Discount / Interest -22.41	Fees 0.00	Payments 724.54	Amount Due 0.00
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Receipt(s) 2024-24647 on 12/26/24 for \$724.54 by PRICE CREEK LLC

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

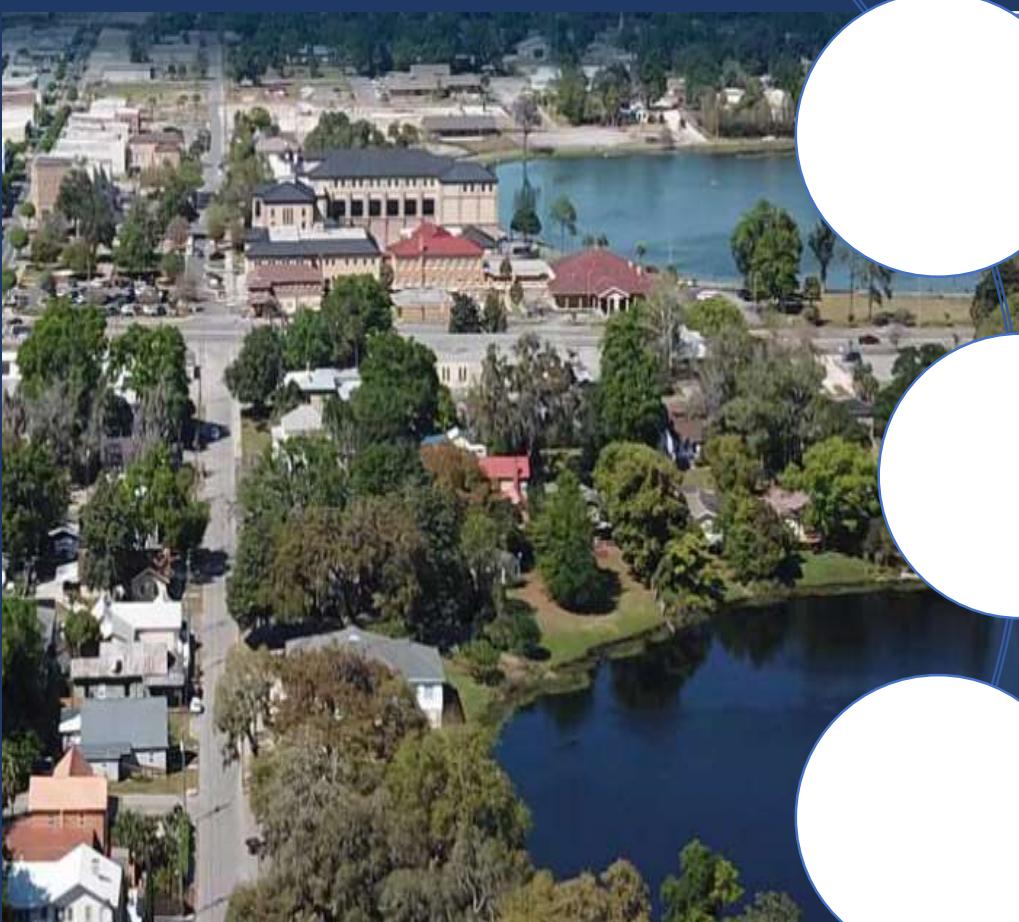


Comp Plan Amendment CPA 25-10

PRESENTED BY
ROBERT ANGELO



AGENDA



INTRODUCTION

LOCATION

RECOMENDATION

QUESTIONS

Introduction

- Parcel 07481-003 has a current Future Land Use designation of Residential Very Low County;
- Petition CPA 25-10 is a request to change the Future Land Use on parcel 07481-003 from Residential Very Low County to Industrial City;
- The parcel is surrounded by the following Future Land Use designations;
 - North- Industrial County and Residential Very Low County
 - East- Industrial Low County
 - South- Agricultural County
 - West- Residential Very Low County

Location



Wetlands



Staff Review

Document Envelope ID: 08030027-FC1A-4073-A007-6698367CE3CE



DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, Florida 32055
Telephone: (386) 719-5750
growthmanagement@lcfla.com

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 08/15/2025

Request Type: Site Plan Review (SPR) Special Exception (SE) Variances (V)

Comprehensive Plan Amendment/Zoning (CPA/Z) Certificate of Appropriateness (COA)

Project Number: CPA 25-10 and Z 25-12

Project Name: Price Creek LLC

Project Address: TBD

Project Parcel Number: 07481-003

Owner Name: Price Creek, LLC

Owner Address: 291 NW Main BLVD, Lake City, FL

Owner Contact Information: Telephone Number: 386-397-3002 Email: dcapps@danieldcrapps.com

Owner Agent Name: _____

Owner Agent Address: _____

Owner Agent Contact Information: Telephone: _____ Email: _____

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following:

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru an expedited state review. This property is contiguous to an industrial district to the North and the East.
- **Customer Service-** A tap application and utility plans would need to be submitted in order to apply for water, sewer, and/or natural gas services. This response does not represent the City of Lake City's commitment to or reservation of capacity. In accordance with the City of Lake City's policies and procedures, commitment to serve is made only upon the City of Lake City's approval of your application for service,
- **Suwannee River Water Management-** No SRWMD permit has been obtained for this development. An ERP from SRWMD will be required for this activity.

Comprehensive Plan Consistency Analysis

- The property is located on a Major Collector, CR 245. This is consistent with Policy 1.1.1 and Objective 2.2 of the City of Lake City Comprehensive Plan.
- The potable water system and sanitary sewer system is anticipated to meet or exceed the adopted level of service standard. This is consistent with Policy 1.1.3 and Policy 1.3.1 of the City of Lake City Comprehensive Plan.
- The property is contiguous to a residential zoning district on the northwest corner of the property. Based on Section 4.17.10 of the City of Lake City Land Development Regulations, this area would require a twenty-five (25) landscape buffer. This is consistent with Policy 1.6.5 of the City of Lake City Comprehensive Plan.

Comprehensive Plan Consistency Analysis

**City staff reviewed the
Comprehensive Plan and has
determined that the
Comprehensive Plan
Amendment, CPA 25-10, is
consistent with the City of
Lake City Comprehensive
Plan.**

Planning Staff Comments

- The site is contiguous to residential, agricultural, and industrial zoned land.
- The site is located on an arterial/collector road.
- The wetlands located on the parcel would have a setback of 35 feet. No structure would be able to be within 35 feet of a wetland.
- Section 13.12.5.2 of the Land Development Regulations states that rezonings and Comp Plan Amendments do not reserve compacity because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts.

QUESTIONS?



City Council Ordinance No. 2025-2338

Exhibit B

QUICK FACTS (rev. 11-16-25)

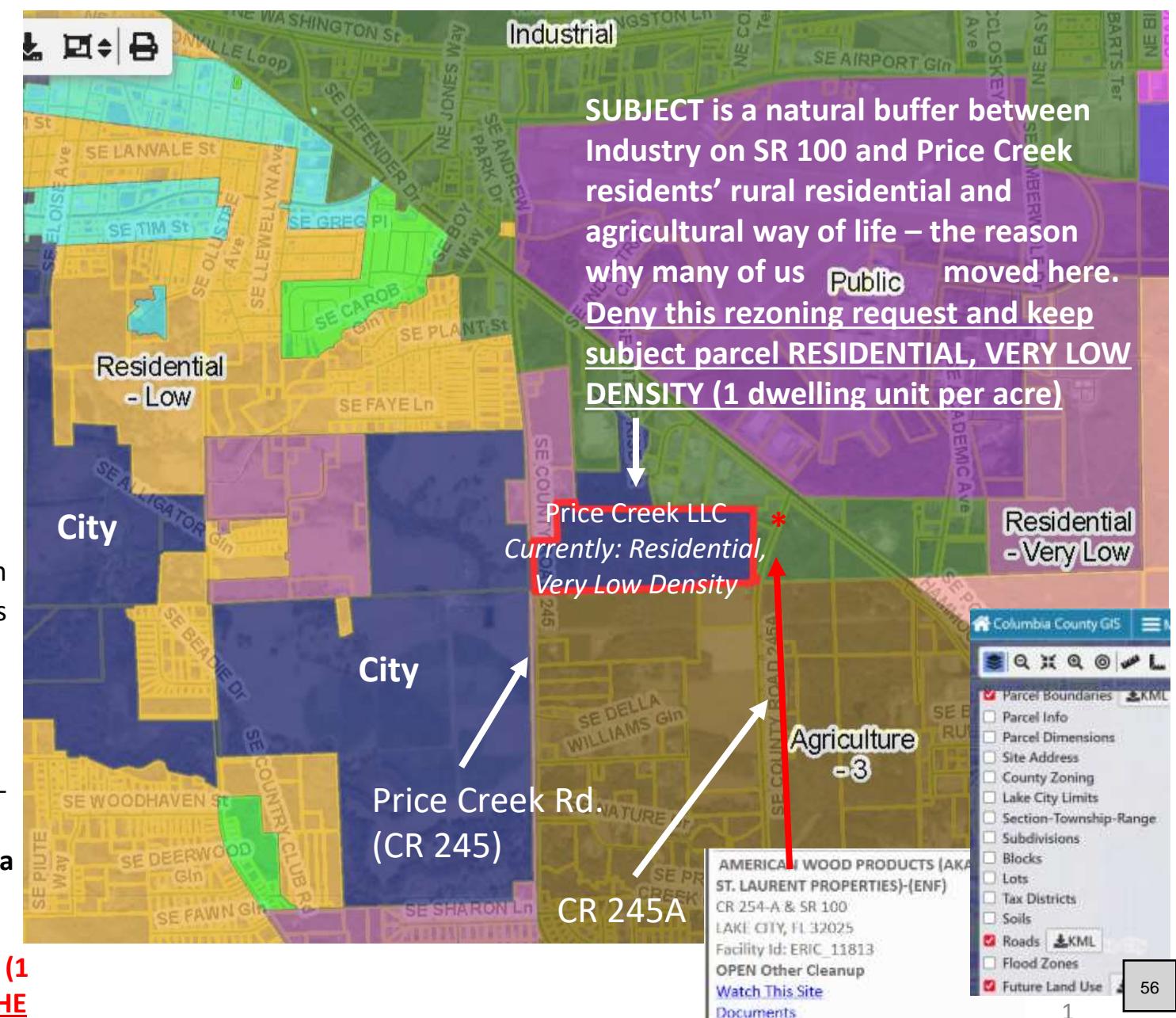
- Price Creek LLC acquired subject parcel **8/11/05** for approx. **\$1.3 million**. Currently listed for sale at approx. **\$2.76 million** (per Zillow.com).
- Price Creek LLC **attempted** to rezone this parcel with Columbia County in **2015 (Industrial), & 2018 (Industrial)**. Before that, they had a preliminary plat approval for multi-phase residential subdivision (Price Creek PRD).
- March, 2021 – this parcel was voluntarily **annexed to the City** when many were distracted with Covid health issues
- Agreement (Annexation) with City states zoning shall be classified the same as it exists with County or be classified Industrial. *It is currently County Residential, Very Low Density (1 dwelling unit per acre)*

CONTAMINATION LOCATOR MAP

<https://prodapps.dep.state.fl.us/dep-clnup/>

- There are approx. **84 DEP cleanup sites in a 5-mile radius**, with one *near the subject parcel. It appears the tributary from this parcel feeds into Price Creek, which drains to Alligator Lake, which flows to Itchetucknee Springs and can affect quality of drinking water in wells to the southwest.
- Subject location is **5 miles from North Florida Mega Industrial Park** – which has infrastructure & zoning in place and is shovel-ready – in fact the City of Lake City Council Members were thanked as a Site Partner on their website nfmip.com; **COLC is a partner with County for Water and Wastewater; COLC is the Natural Gas provider**
- We ask –**KEEP THIS PARCEL RESIDENTIAL, VERY LOW DENSITY (DWELLING UNIT/ACRE) & ZONING ATLAS THE SAME. HOLD THE LINE HERE. Approve the denial of this request.**

HOLD THE LINE – KEEP RESIDENTIAL, VERY LOW DENSITY, 1 dwelling unit/ac



Parcel Boundaries [Download KML](#)

Parcel Info

Parcel Dimensions

Site Address

County Zoning [Download KML](#)

Lake City Limits

Section-Township-Range

Subdivisions

Blocks

Lots

Tax Districts

Soils

HOMES

MANY HOMES

AG AND HOMES

SUBJECT

AG AND HOMES

HOLD THE LINE – KEEP RESIDENTIAL, VERY LOW DENSITY (1 DWELLING UNIT/ACRE) BUFFER. IT WAS PLANNED THIS WAY FOR A REASON. IT IS NOT A NATURAL PROGRESSION TO ALLOW URBAN SPRAWL WHEN THERE ARE OTHER AREAS FOR INDUSTRY AWAY FROM HOMES AND AGRICULTURE. IF APPLICANT'S LOGIC IS THAT IT'S O.K. BECAUSE INDUSTRY IS ADJACENT, WHERE ARE YOU EVER GOING TO DRAW THE LINE?

RSF-2 **RSF/MH-2** **RSF-2** **RR** **A-1** **RSF-1** **RR**

CSV

AGRICULTURE

INDUSTRY

Shovel-Ready Locations in Business-Friendly Florida



A Weyerhaeuser Industrial Community

North Florida Mega Industrial Park, Columbia County; Greater Jacksonville/North Central Florida Mega Region, south of Florida/Georgia border



A Weyerhaeuser Industrial Community

Hawthorne Industry Park, Alachua County; strategic position to Mega-Regions of Jacksonville, Orlando and Tampa; midway between Atlanta and Miami

ROADWAYS

Prime three-mile frontage on U.S. Highway 90, within 10 miles of I-75 and I-10

PORTS

Foreign Trade Zone #64; JAXPORT (58 miles) ~ 1,500 acre, three-terminal, diversified international seaport with ocean carrier service across all major trade lanes; Port of Fernandina (88 miles) – features short entrance channel just over two miles from Atlantic

AIRPORTS

Adjacent to Lake City Gateway Airport; Gainesville Regional Airport – 50 miles; Jacksonville International Airport – 60 miles

RAIL

Served by Florida Gulf & Atlantic, with main line parallel to U.S. Hwy 90 connecting Jacksonville to Pensacola and to CSX; rail spur directly into Park; nearby Norfolk Southern line with southern Park access, creating a dual-rail connectivity into Park

TRANSPORT

ROADWAYS

Bordered by U.S. Hwy. 301 and S.R. 20; 10 miles east of I-75 and accessible to I-10

PORTS

Foreign Trade Zone #64; JAXPORT (75 miles) – 1,500 acre, three-terminal, diversified international seaport with ocean carrier service across all major trade lanes; Port Tampa Bay (129 miles) – easy access to the Gulf of Mexico, shipbuilding industry and handling of bulk and break-bulk ocean cargo

AIRPORTS

Gainesville Regional Airport 18 miles from the Park (Delta and American); Jacksonville Intl. – 77 miles; Daytona Beach Intl. – 85 miles; Orlando Sanford Intl. – 99 miles; Orlando Intl. – 111 miles; Tampa Intl. – 134 miles

RAIL

Served by Class I CSX main north-south freight line connecting to Jacksonville, JAXPORT, Tampa and Port Tampa Bay; connects to the entire Eastern Seaboard through the CSX Network

Over 1.1 million within 60-mile radius; served by CareerSource North Central Florida; high-performing school district, along with workforce partner Florida Gateway College; workforce training in rural areas assisted by Florida Jobs Growth Fund

WORKFORCE

Over 1.8 million within 60-mile radius; served by CareerSource North Central Florida; high-performing school district, along with programs at University of Florida and Santa Fe College; workforce training in rural areas assisted by Florida Jobs Growth Fund

PROXIMITY TO EDUCATIONAL INSTITUTIONS

Adjacent to Florida Gateway College; accessible to University of Florida, #1 Public University by The Wall Street Journal, and Santa Fe College, #1 Two-Year College by The Aspen Institute

SUITABILITY

SHOVEL-READY

2,622 McCallum Sweeney certified, shovel-ready acres; CSX Select Site; zoned for up to 8 million SF for development; zoned for up to 100,000 SF for commercial space and 1,200 residential units

UTILITIES

(All utilities listed are located within the U.S. Highway 90 right-of-way)
Water and Wastewater - City of Lake City and Columbia County
Water supply system able to provide 500,000 gal. per day, with 2.16 million gal. per day in 2025; water supplied by 12-in. mains; 8-in. sewer main to handle current wastewater demands and 500,000 gal. per day capacity

Electric - Florida Power & Light

State's most affordable electricity provider, with distribution-level service (3-phase 13.2 kV), transmission-level service (115 kV, 230 kV) within 1,000 ft. (and substation within 2 miles); ability to provide redundant service to Park

Natural Gas - City of Lake City

6-in. natural gas line adjacent to NFMIP capable of delivering 40,000 CF of natural gas each month

Telecommunications - AT&T and MCI

Trunk line and fiber capable of providing high-capacity, high-throughput data, voice and other telecommunication services to Park

ECONOMIC DEVELOPMENT

Approved U.S. Opportunity Zone; 500-acre Catalyst Site tract within NFMIP designated as Rural Area of Opportunity by the Florida Department of Economic Opportunity, with the state providing special economic development considerations to companies developing within the area

For more information, contact Rose Fagler, Economic Development Manager

rose.fagler@weyerhaeuser.com • 352.415.4518

nfmip.com • hawthorneindustrypark.com

WEYERHAEUSER IS INDUSTRIAL STRENGTH.

Three Outstanding Industrial Communities and Two Outstanding Site Partner Opportunities in the Southeast U.S.



Weyerhaeuser is proud to serve as the developer of the Hawthorne Industry Park in Hawthorne Industry Park. The company's original claim to 1600 acres of the park's total acreage is based on the use of its timberland. Any other uses are subject to the 160-acre limit. © 2025 Weyerhaeuser Company. All rights reserved. 12/25.

2015

- North Florida Intermodal Park creation and naming celebratory event

2017

- CSX Select Site Certification of Catalyst Site
- Governor Rick Scott announces Florida Job Growth Fund Grant award to Columbia County for the rail spur construction

2019

- Board of County Commission approves contract with Florida Gulf & Atlantic Railroad to allow work within their ROW
 - Anderson Columbia and North Florida Professional Services contract for rail construction of Rail Spur Segment 1 and portion of funded Rail Spur Segment 2
 - FDOT U.S. Highway 90 Crossing Agreement
 - Appropriation through FDOT for portion of Rail Spur Segment 2
 - Jones Edmunds Association Engineering Services Agreement for WWTP design and approval of Phase 1
- December 12, 2019 – Columbia County Rail Spur Groundbreaking Ceremony
- FDOT Railroad Permit Agreement and Crossing Traffic Control Devices

2024

- First Onsite Partner - AgroLiquid acquires 22.61 acres
- Columbia County hosts Groundbreaking Ceremony for AgroLiquid
- NFMIP Rail Service Provider selected

2,622: TOTAL ACREAGE OF NFMIP

**327: ACRES CONVEYED/COMMITTED/LEASED
BY WEYERHAEUSER TO COLUMBIA
COUNTY FOR PUBLIC INFRASTRUCTURE**

**22.61: ACRES OF FIRST ONSITE PARTNER,
AGROLIQUID**

2016

- Weyerhaeuser and Plum Creek merger
- Second State Infrastructure Grant received by the County for Phase 3 rail spur and entrance road engineering design and plans
- Conclusion of community's 11 stakeholder meetings and 18 workshops
- Original NFMIP website launched

2018

- SRWMD Environmental Resource Permit for Construction Permit of Rail Spur Segments 1 and 2
- Governor Rick Scott announces second Florida Job Growth Fund Grant award for Columbia County Wastewater Treatment Plant

2020

- Individual permit for NFMIP executed by USACOE

2022

- Legislative Delegation Award to the County for NFMIP Parkway

2023

- Legislative Delegation Award 2 to the County to provide industrial-capacity water inside the Park

2025

- Construction of AgroLiquid facility
- Opening Ceremony for the Columbia County Wastewater Treatment Plant
- FEDC 2025 Rural Deal of the Year and Innovation in Marketing Public-Private Partnership Awards (with Columbia County and partners)
- Construction underway of NFMIP Parkway West entrance
- Columbia County Celebration of NFMIP Event

The MEGA Park is truly a community effort involving the City/County and many partners with the benefit of the community as a whole in mind – unlike this proposal.

**The representative
for the Mega Park
would claim it is
not suitable for
“this kind of
industry” without
even telling us
what is proposed.**

**But, you know
better!**

A SPECIAL THANK YOU TO OUR SITE PARTNERS

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AGROLIQUID

ANDERSON COLUMBIA CO., INC.

BLUEJAY ADVISORS

CAREERSOURCE FLORIDA

CITY OF LAKE CITY COUNCIL MEMBERS

COLUMBIA COUNTY ECONOMIC
DEVELOPMENT ADVISORY BOARD

COLUMBIA COUNTY ECONOMIC
DEVELOPMENT DIRECTOR
JENNIFER GOFF DANIELS

COLUMBIA COUNTY MANAGER
DAVID KRAUS

CSX

CUSHMAN & WAKEFIELD

FLORIDA CHAMBER OF COMMERCE AND
FOUNDATION

FLORIDA DEPARTMENT OF
TRANSPORTATION

FLORIDA GATEWAY COLLEGE

FLORIDA GOVERNOR RON DESANTIS

FLORIDA GULF & ATLANTIC RAILROAD/
PINSLY RAILROAD COMPANY

FLORIDA POWER & LIGHT

FLORIDA REPRESENTATIVE
CHUCK BRANNAN III

FLORIDA SECRETARY OF COMMERCE
ALEX KELLY

FLORIDACOMMERCE

FORMER COLUMBIA COUNTY
COMMISSIONER RON WILLIAMS

FORMER COLUMBIA COUNTY ECONOMIC
DEVELOPMENT DIRECTOR GLENN HUNTER

FORMER COLUMBIA COUNTY ECONOMIC
DEVELOPMENT DIRECTOR JESSE QUILLEN

FORMER COLUMBIA COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY ASSISTANT
DIRECTOR GINA REYNOLDS

FORMER COLUMBIA COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY DIRECTOR
JIM POOLE

FORMER COLUMBIA COUNTY MANAGER
BEN SCOTT

FORMER COLUMBIA COUNTY MANAGER
DALE WILLIAMS

FORMER FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY DIRECTOR
CISSY PROCTOR

FORMER FLORIDA GOVERNOR
JEB BUSH

FORMER LAKE CITY MAYOR
STEPHEN WITT

FORMER NFMIP PROJECT MANAGER
ALLISON MEGRATH

FORMER STATE REPRESENTATIVE
ELIZABETH PORTER

FORMER STATE SENATOR
ROBERT BRADLEY

GSD/GENUINE STRATEGIC DELIVERY

JAXPORT

LAKE CITY MAYOR NOAH WALKER

LAKE CITY-COLUMBIA COUNTY
CHAMBER OF COMMERCE

MOORE BASS CONSULTING, INC.

NORFOLK SOUTHERN

NORTH FLORIDA ECONOMIC
DEVELOPMENT PARTNERSHIP

NORTH FLORIDA PROFESSIONAL SERVICES

STATE SENATOR JENNIFER BRADLEY

SUWANNEE RIVER WATER MANAGEMENT
DISTRICT

U.S. ARMY CORPS OF ENGINEERS

U.S. CONGRESSWOMAN KAT CAMMACK

U.S. FOREST SERVICE

U.S. SECRETARY OF STATE MARCO RUBIO

U.S. SENATOR RICK SCOTT

VISIONFIRST ADVISORS

WESTERN LAND GROUP

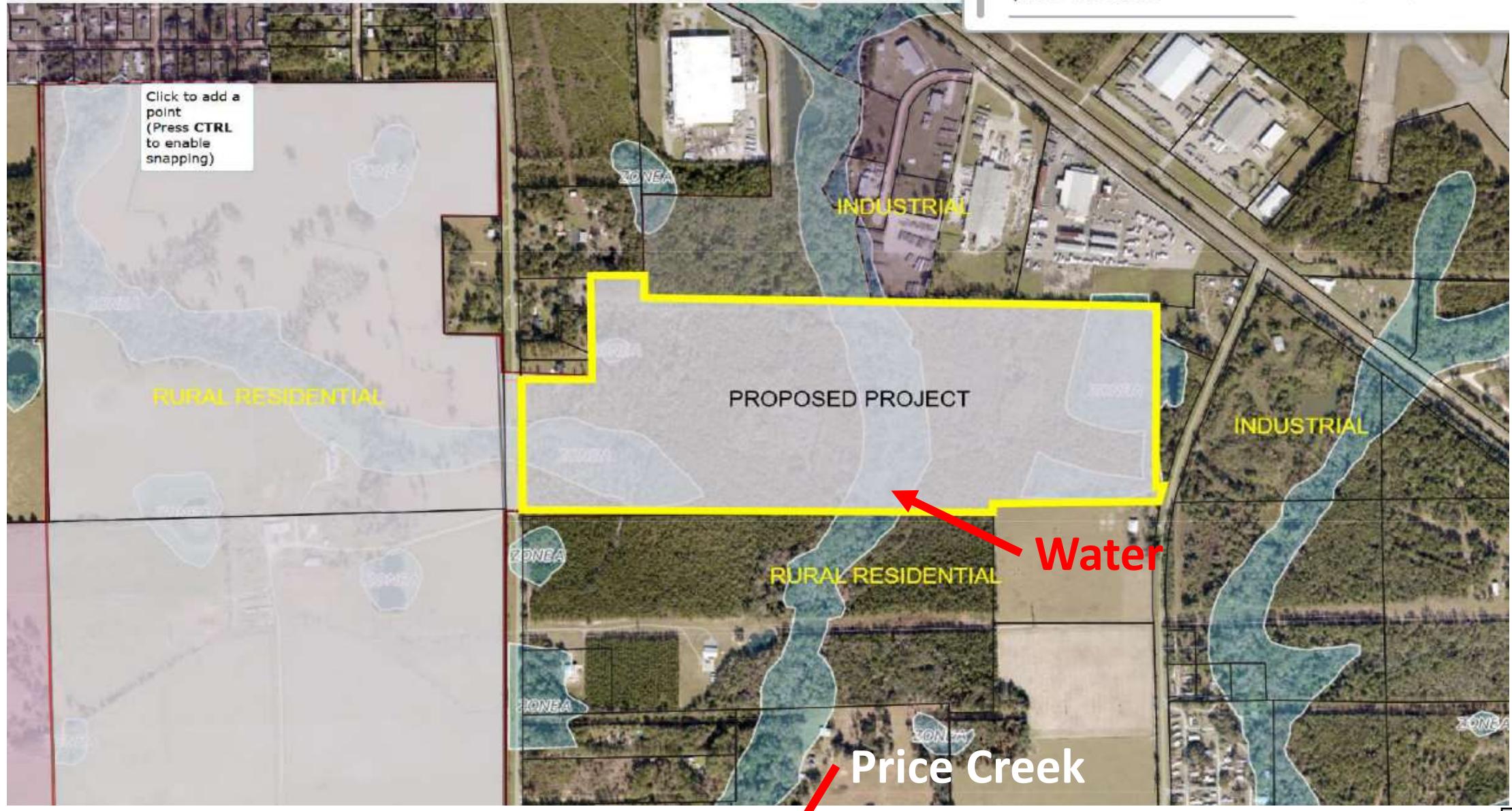
WEYERHAEUSER

WHARTON-SMITH, INC.

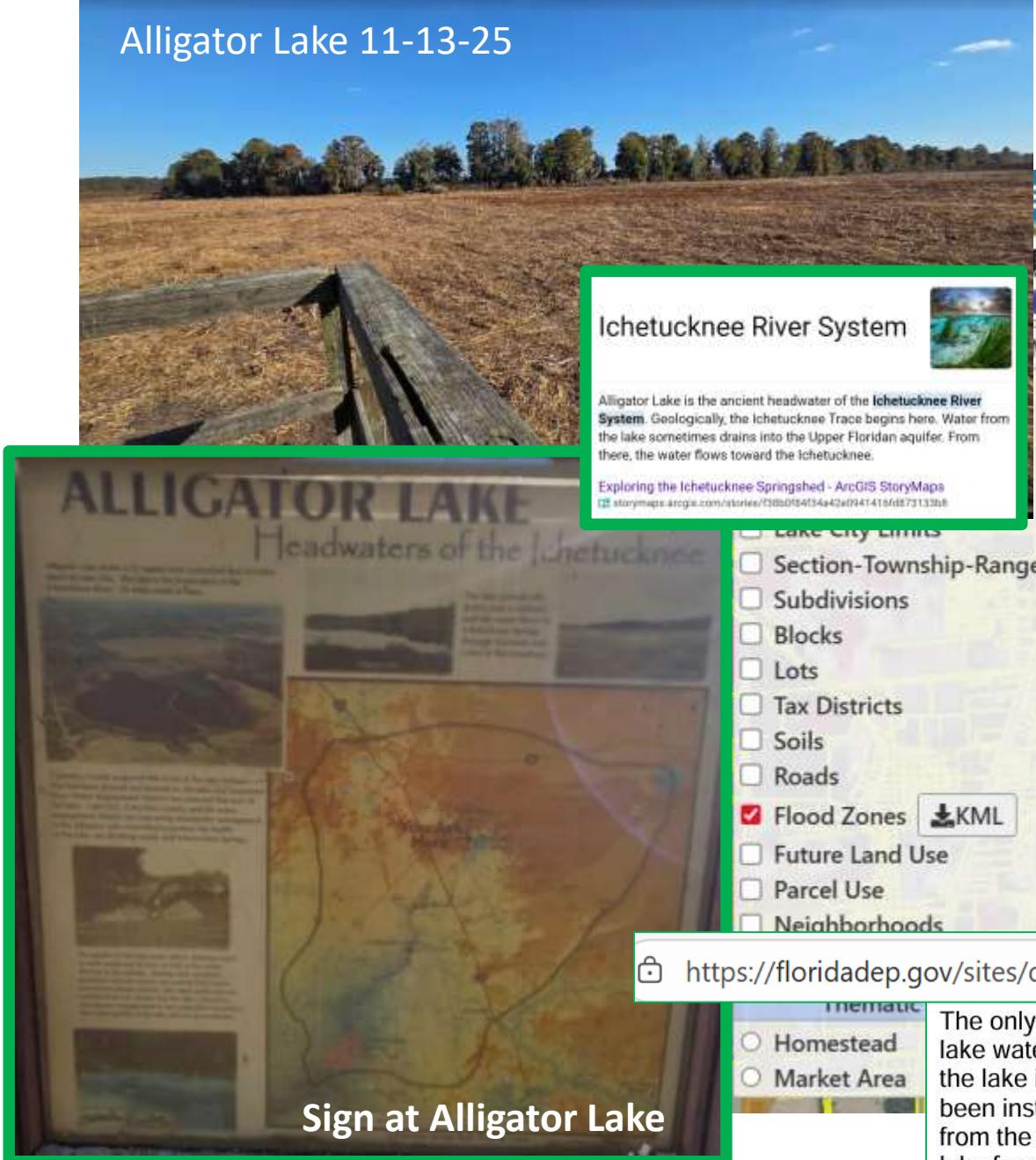
Map of Location

price creek llc

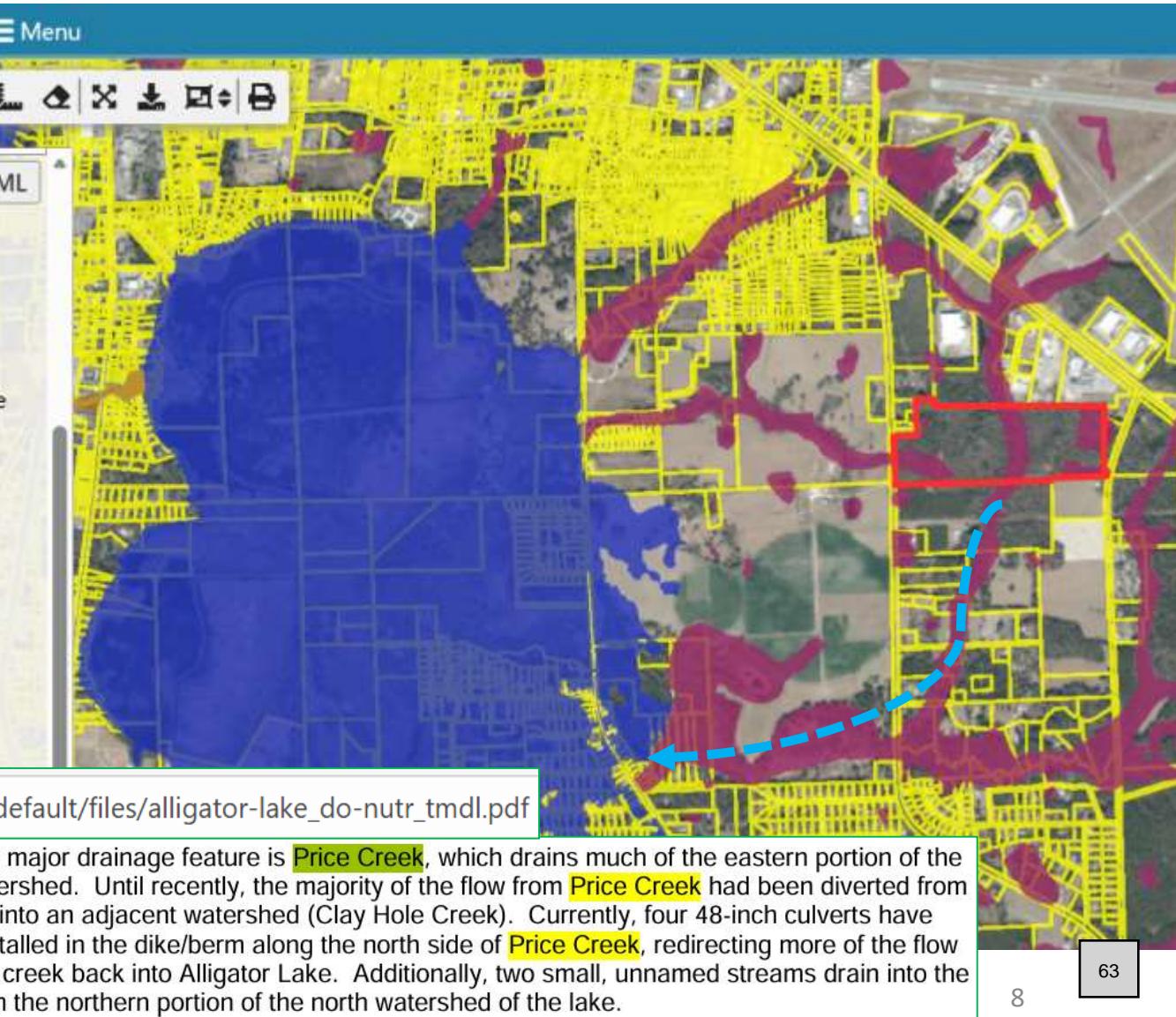
< > ...



Alligator Lake 11-13-25



Price Creek feeds into Alligator Lake, which feeds the Ichetucknee Springs through fractures and caves in limestone -- and **can affect well water quality. HOLD THE LJNE. VOTE NO TO REZONING.**



Sign at Alligator Lake

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. ✓ Boundary Sketch or Survey with bearings and dimensions.
2. ✓ Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).
3. ✓ **Concurrency Impact Analysis:** Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required.
4. An Analysis of the Requirements of Article 12 of the Land Development Regulations:
 - a. Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.
 - b. The existing land use pattern.
 - c. Possible creation of an isolated district unrelated to adjacent and nearby districts.
 - d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.
 - e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
 - f. Whether changed or changing conditions make the passage of the proposed amendment necessary.
 - g. Whether the proposed change will adversely influence living conditions in the neighborhood.
 - h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
 - i. Whether the proposed change will create a drainage problem.
 - j. Whether the proposed change will seriously reduce light and air to adjacent areas.

Applicant hasn't shown this request to be in conformance with the County Comprehensive Plan.

It is the responsibility of this Council to plan growth responsibly.

Applicant hasn't proven it won't affect these things.

- k. Whether the proposed change will adversely affect property values in the adjacent area.
- l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
- o. Whether the change suggested is out of scale with the needs of the neighborhood or the City.
- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the City's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the City's comprehensive plan.

Applicant hasn't addressed these issues.

There is no benefit to the public welfare for the City to invest resources for this one parcel when it has already contributed infrastructure to the North Florida Mega Industrial Park which needs the businesses.

This proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. That's the only purpose of this rezoning.



Comprehensive Plan Consistency Analysis

The following analysis identifies how this application is consistent with the County's Comprehensive Plan. Language from the comprehensive plan is provided in normal font, and the consistency statements are provided in bold and italics font.

Policy I.1.1 - The county shall limit the location of higher density residential and high intensity commercial and industrial uses to areas adjacent to arterial or collector roads where public facilities are available to support such higher density or intensity. In addition, the county shall enable private subregional centralized potable water and sanitary sewer systems to connect to public regional facilities, in accordance with the objective and policies for the urban and rural areas within this future land use element of the comprehensive plan.

Consistency: The proposed industrial development is located between CR 245 and CR 245A. Public utilities are not available. Private potable water well, individual septic tanks and/or a package treatment plant will be placed on site and sized accordingly during the design phase.

Policy I.1.4 - The county shall continue to maintain standards for the coordination and siting of proposed urban development near agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas) to avoid adverse impact upon existing land uses.

Consistency: The subject property is located along CR 245 in a section that has industrial, residential and agriculture FLU designations. The industrial designation is consistent with the surrounding area and will have no adverse impacts on the existing land uses

This location does not have public infrastructure. The City and County have invested resources for utilities at the North Florida Mega Industrial Park.

Environmental studies?

How can we know the potential impacts if we do not know the intended use?

CONCURRENCY
WORKSHEET

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	Total Floor Area*	Total ADT	Total PM Peak
130	Industrial Park	3.34	0.46	2411.05	8052.91	1109.08

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

Per US Green Building Council, ITE for Industrial Park Land Use Code 130 is 500 SF per employee

Potable Water Analysis

ITE Code	Use	Floor Area Ratio (SF) x 1 employee per 500 SF	Statistical data from N FL Regional Planning Council (GPD)	Total Potable Water Usage (GPD)
130	Industrial Park	2411.05	22.50	54248.54

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

Per US Green Building Council, ITE for Industrial Park Land Use Code 130 is 500 SF per employee

GPD = Gallons per Day

Sanitary Sewer Analysis

ITE Code	Use	Floor Area Ratio (SF) x 1 employee per 500 SF	Statistical data from N FL Regional Planning Council (GPD)	Total Sanitary Sewer Effluent (GPD)
130	Industrial Park	2411.05	17.50	42193.31

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

Per US Green Building Council, ITE for Industrial Park Land Use Code 130 is 500 SF per employee

GPD = Gallons per Day

CONCURRENCY
WORKSHEET

Solid Waste Analysis

ITE Code	Use	Floor Area Ratio (SF) per 1,000 SF of gross floor area	Statistical data from N FL Regional Planning Council (pounds)	Total Sanitary Sewer Effluent (GPD)
130	Industrial Park	1205.52	5.50	6630.38

110.7 acres = 4,822,092 SF --> 0.25 permitted floor area ratio = 1,205,523 SF

Price Creek, LLC

March 1, 2018

**Applicant's data
hasn't been
updated since
their 2018
application with
the County.
Where are
current traffic
studies? What is
the proposed use
to accurately
determine
impacts?**

COLUMBIA COUNTY COMPREHENSIVE PLAN

VERSION: JUN 16, 2025 (CURRENT) ▾

OBJECTIVES AND POLICIES

FOR BOTH URBAN DEVELOPMENT AREAS AND RURAL AREAS

OBJECTIVE I.3 The county shall include within the site plan review process to be adopted as part of the land development regulations, that adjacent land uses shall not be adversely impacted by any change in land use.

Policy I.3.1 The county shall continue to regulate the location of public facilities so as to discourage the proliferation of urban sprawl. However, nothing in this provision shall limit the improvement of any public road in an area of the county.

OBJECTIVE I.7 The county shall continue to maintain regulations to protect natural resources and environmentally sensitive lands (including but not limited to high groundwater aquifer recharge areas as shown on Illustration A-XI, wetlands and floodplains).

Policy I.7.1 The county shall ensure the protection of community potable water supply wells by restricting uses within the 300-foot well field protection areas designated by this comprehensive plan to those that do not handle hazardous materials of any type or have the potential to harm the water supply in accordance with Chapters 62-521 and 62-555, Florida Administrative Code. In addition, no transportation or storage of such regulated materials shall be allowed in the well field protection area, as defined by Chapter 62-730, Florida Administrative Code; and Code of Federal Regulations, Title 40, Parts 260, 261-266, 268, 270, 273, 302 and 355; and Title 49, Part 172; that are in effect upon adoption of this policy, except local traffic or storage that is necessary for operation of the well field.

Policy I.7.2 The county shall continue to have provisions which will mitigate the adverse effects of land uses on environmentally sensitive areas. In addition, the county shall prohibit the location of any structure, other than permitted docks, piers, or walkways, within a wetland.

Policy I.7.3 As part of the county's development review process the impacts on agricultural and forested areas shall be assessed and identified prior to development approval.

**Say NO to Urban Sprawl. Hold the line.
Adjacent land uses would be adversely impacted. Where are the wetland studies?**

Where are the studies to show impacts to adjacent agricultural areas?

Policy I.1.4 The county shall continue to maintain standards for the coordination and siting of proposed urban development near agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas) to avoid adverse impact upon existing land uses.

Request is inconsistent with Comprehensive Plan. Deny this application.

RESOLUTION NO. PZ/LPA CPA 25-10
CITY OF LAKE CITY, FLORIDA

WHEREAS, particularly, based on the testimony and evidence presented at the referenced quasi-judicial hearing, the Board has determined and found there to be competent and substantial evidence that the Application is incompatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan, and is otherwise contrary to the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare in that:

- a. the application is inconsistent with Policy I.1.4 of the Comprehensive Plan, because the City currently has limited capacity to accommodate the infrastructure needed to extend public facilities to the site; and
- b. the application is inconsistent with Policy I.1.4 of the Comprehensive Plan, because the City's capacity to extend public facilities to the site is either absent or insufficient to support the proposed use; now therefore

BE IT RESOLVED by the Planning and Zoning Board of the City of Lake City, Florida, serving also as the Local Planning Agency of the City of Lake City, Florida:

1. For the foregoing reasons and based upon the foregoing competent and substantial evidence presented at the quasi-judicial hearing on the Application, the Board hereby recommends to the City Council that the City Council deny the Application for the Subject Parcel.

RESOLUTION NO. PZ/LPA Z 25-12
CITY OF LAKE CITY, FLORIDA

WHEREAS, particularly, based on the testimony and evidence presented at the referenced quasi-judicial hearing, the Board has determined and found there to be competent and substantial evidence that the Application does not conform to the requirements of Section 15.2.2 of the LDRs, and is otherwise contrary to the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare in that:

- a. the application, if approved, would cause the new industrial use to negatively affect the living conditions of the existing rural residential character and use of land in the neighborhood of the proposed industrial use; and
- b. the application, if approved, would allow industrial uses which are incompatible with the existing agricultural and rural residential uses in the neighborhood; now therefore

BE IT RESOLVED by the Planning and Zoning Board of the City of Lake City, Florida, serving also as the Local Planning Agency of the City of Lake City, Florida:

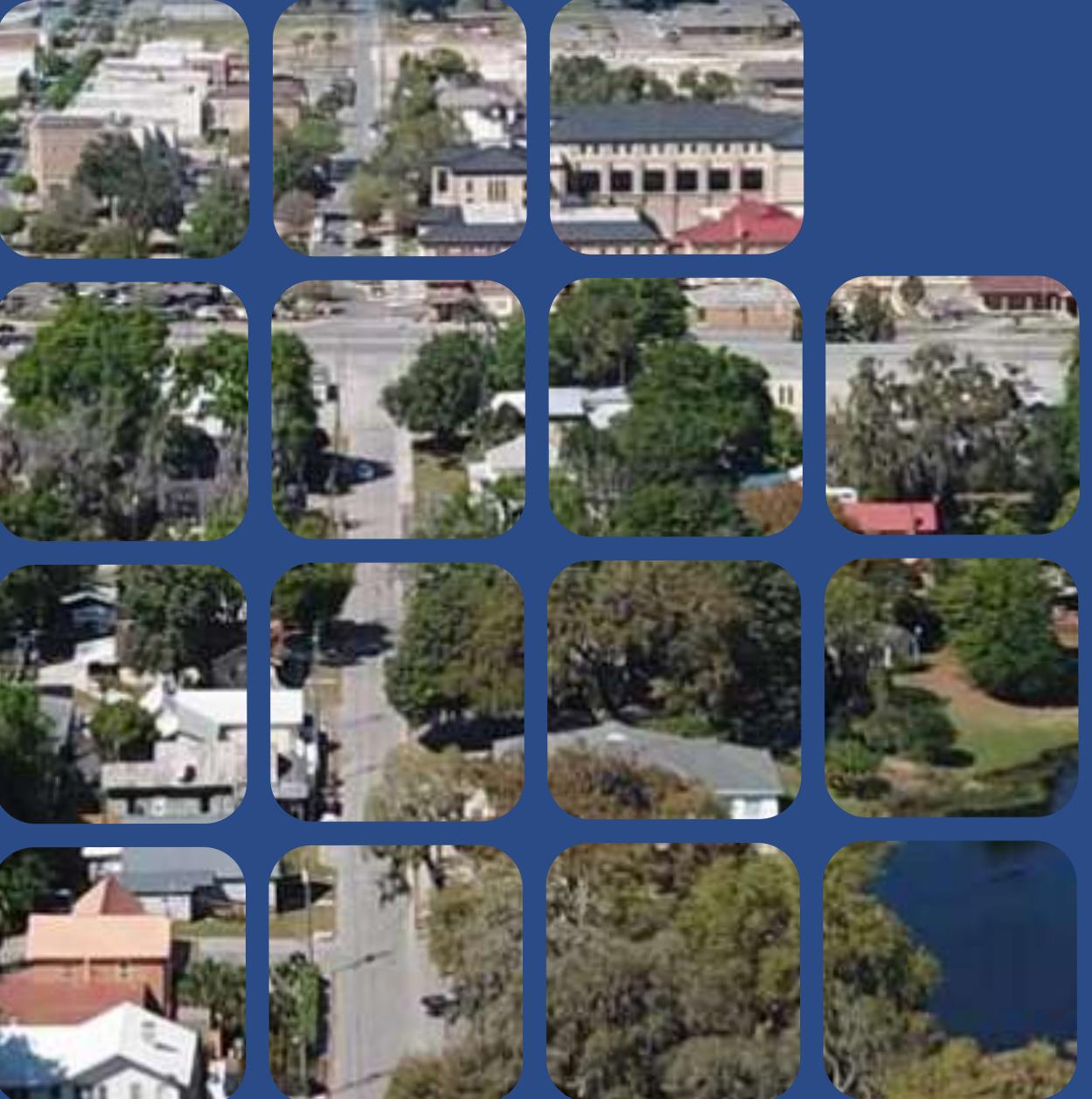
1. For the foregoing reasons and based upon the foregoing competent and substantial evidence presented at the quasi-judicial hearing on the Application, the Board hereby recommends to the City Council that the City Council deny the Application for the Subject Parcel.

**HOLD THE LINE – KEEP RESIDENTIAL, VERY LOW DENSITY, 1 dwelling unit/ac.
PRESERVE THE RURAL RESIDENTIAL CHARACTER AND USE OF OUR LAND AND HOMES**



City Council Ordinance No. 2025-2339

Exhibit C

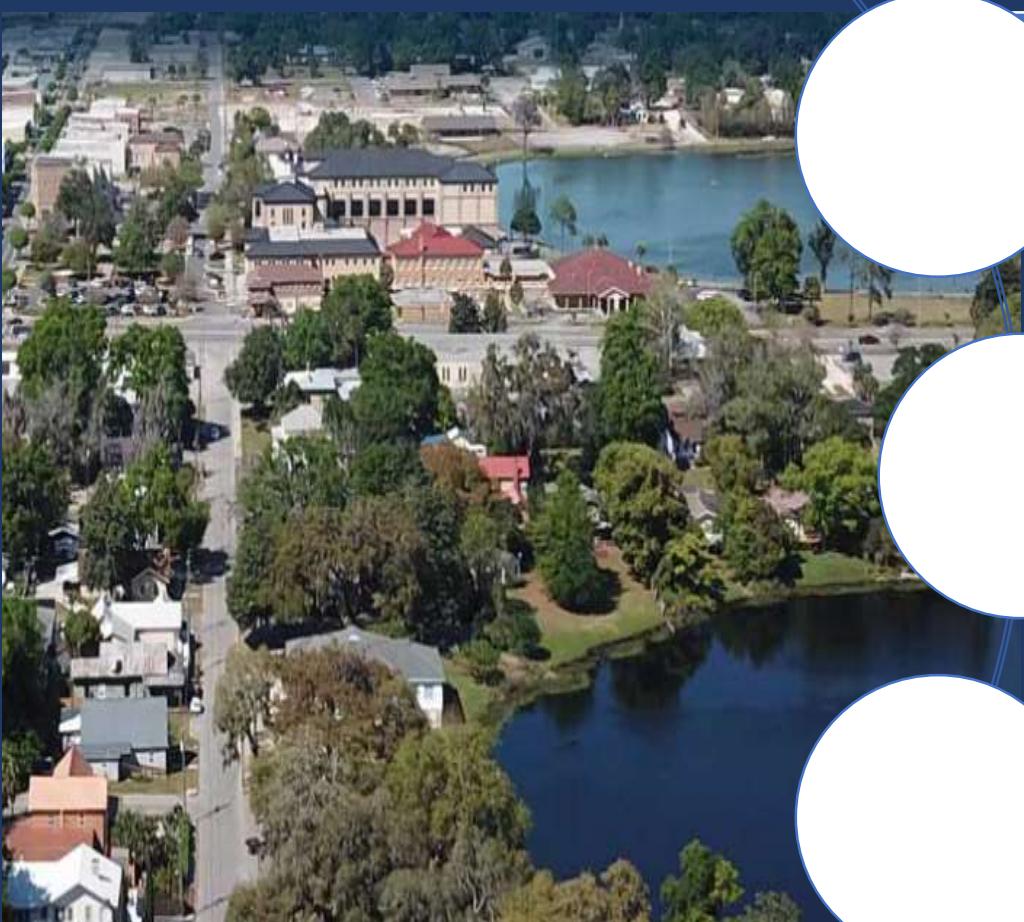


Comp Plan Amendment Z 25-12

PRESENTED BY
ROBERT ANGELO



AGENDA



INTRODUCTION

LOCATION

RECOMENDATION

QUESTIONS

Introduction

- Parcel 07481-003 has a current Future Land Use designation of Residential Very Low County;
- Petition Z 25-12 is a request to change the Official Zoning Atlas on parcel 07481-003 from Rural Residential County to Industrial City;
- The parcel is surrounded by the following Future Land Use designations;
 - North- Industrial County
 - East- Industrial County
 - South- Agricultural 3 County
 - West- Rural Residential County

Location



Wetlands



Staff Review

Document Envelope ID: 08030027-FC1A-4073-A007-6698367CE3CE



DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, Florida 32055
Telephone: (386) 719-5750
growthmanagement@lcfla.com

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 08/15/2025

Request Type: Site Plan Review (SPR) Special Exception (SE) Variances (V)

Comprehensive Plan Amendment/Zoning (CPA/Z) Certificate of Appropriateness (COA)

Project Number: CPA 25-10 and Z 25-12

Project Name: Price Creek LLC

Project Address: TBD

Project Parcel Number: 07481-003

Owner Name: Price Creek, LLC

Owner Address: 291 NW Main BLVD, Lake City, FL

Owner Contact Information: Telephone Number: 386-397-3002 Email: dcapps@danieldcapps.com

Owner Agent Name: _____

Owner Agent Address: _____

Owner Agent Contact Information: Telephone: _____ Email: _____

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following:

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru an expedited state review. This property is contiguous to an industrial district to the North and the East.
- **Customer Service-** A tap application and utility plans would need to be submitted in order to apply for water, sewer, and/or natural gas services. This response does not represent the City of Lake City's commitment to or reservation of capacity. In accordance with the City of Lake City's policies and procedures, commitment to serve is made only upon the City of Lake City's approval of your application for service,
- **Suwannee River Water Management-** No SRWMD permit has been obtained for this development. An ERP from SRWMD will be required for this activity.

Staff Analysis of Article 15.2 of the City Land Development Regulations

- The property is contiguous to an industrial zoning district.
- City facilities are anticipated to continue to meet or exceed the level of service standards adopted in the City of Lake City Comprehensive Plan.
- Rezonings are too conceptual to accurately measure the impact on the property and surrounding area.
- The property is contiguous to residential land and will need to provide a twenty-five feet buffer between the residential land and the development.

Planning Staff Comments

- Staff has determined that the rezoning is consistent with the City Comprehensive Plan and Article 15.2 of the City Land Development Regulations.

QUESTIONS?





GROWTH MANAGEMENT
205 North Marion Ave
Lake City, Florida 32055
Telephone (386) 719-5754
growthmanagement@lcfla.com

FOR PLANNING USE ONLY

Application # Z _____
Application Fee \$ _____
Receipt No. _____
Filing Date _____
Completeness Date _____

Less Than or Equal to 10 Acres: \$1,850

Greater Than 50 Acres: \$4,800 or actual cost

***All applications may incur professional fees for consulting and other professional services required by the Land Development Administrator. Any professional fees required by the Land Development Administrator will be invoiced and charged to the applicant and must be paid in full before application can be scheduled for any meetings.**

Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application

A. PROJECT INFORMATION

1. Project Name: Price Creek, LLC.
2. Address of Subject Property: N/A
3. Parcel ID Number(s): 02-4S-17-07481-003
4. Future Land Use Map Designation: Existing - Columbia County "Residential, Very Low Density"; Proposed - Industrial
5. Existing Zoning Designation: Columbia County "Rural Residential ("RR")"
6. Proposed Zoning Designation: City of Lake City "Industrial ("I")"
7. Acreage: 111.60
8. Existing Use of Property: Vacant
9. Proposed use of Property: Industrial

B. APPLICANT INFORMATION

1. Applicant Status Owner (title holder) Agent
2. Name of Applicant(s): Brandon M. Stubbs Title: Planning & Grants Manager
Company name (if applicable): North Florida Professional Services ("NFPS")
Mailing Address: P.O. Box 3823
City: Lake City State: FL Zip: 32056
Telephone: (386) 752-4675 Fax: (____) Email: bstubbs@NFPS.net

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder): Price Creek, LLC.
Mailing Address: P.O. Box 16
City: Lake City State: FL Zip: 32056
Telephone: (____) Fax: (____) Email: _____

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?

If yes, list the names of all parties involved: _____

If yes, is the contract/option contingent or absolute: Contingent Absolute

2. Has a previous application been made on all or part of the subject property: Yes No

Future Land Use Map Amendment: Yes _____ No _____

Future Land Use Map Amendment Application No. CPA _____

Site-Specific Amendment to the Official Zoning Atlas (Rezoning): Yes _____ No _____

Site-Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. _____

Variance: Yes _____ No _____

Variance Application No. _____

Special Exception: Yes _____ No _____

Special Exception Application No. _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.

2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).

3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required.

4. An Analysis of the Requirements of Article 12 of the Land Development Regulations:

- a. Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.
- b. The existing land use pattern.
- c. Possible creation of an isolated district unrelated to adjacent and nearby districts.
- d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.
- e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
- f. Whether changed or changing conditions make the passage of the proposed amendment necessary.
- g. Whether the proposed change will adversely influence living conditions in the neighborhood.
- h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
- i. Whether the proposed change will create a drainage problem.
- j. Whether the proposed change will seriously reduce light and air to adjacent areas.

- k. Whether the proposed change will adversely affect property values in the adjacent area.
- l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
- o. Whether the change suggested is out of scale with the needs of the neighborhood or the City.
- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the City's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the City's comprehensive plan.

5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
6. Proof of Ownership (i.e. deed).
7. Agent Authorization Form (signed and notarized).
8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
9. Fee. No application shall be accepted or processed until the required application fees have been paid in full. Any professional fees required by the Land Development Administrator shall be paid before any meetings will be scheduled.
10. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal.
The Growth Management Department shall supply the name and addresses of the property owners, the notification letters and the envelopes to the proponent.

10. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal. The Growth Management Department shall supply the name and addresses of the property Owners, the notification letters and the envelopes to the proponent.

NOTICE TO APPLICANT

All ten (10) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

A total of two (2) paper copies of proposed Comprehensive Plan Amendment Application and support material and a PDF copy on a CD are required at the time of submittal.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Brandon M. Stubbs

Applicant/Agent Name (Type or Print)



Applicant/Agent Signature

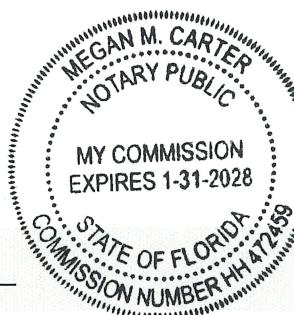


Date

STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 1st day of Oct, 2025, by (name of person acknowledging).

(NOTARY SEAL or STAMP)



Signature of Notary



Printed Name of Notary

Personally Known OR Produced Identification _____
Type of Identification Produced _____

City of Lake City – Growth Management Department
205 North Marion Ave, Lake City, FL 32055



October 1, 2025

DATA, ANALYSIS, AND CONCURRENCY REPORT

Application for Amendment to the
City of Lake City Comprehensive
Plan Future Land Use Map & the
Official Zoning Atlas of the Land
Development Regulations

Prepared for:

Price Creek, LLC.

Prepared by:



Brandon M. Stubbs
Planning & Grants Manager,
North Florida Professional Services, Inc.



General Project Information

SUBJECT:

A request for a Large-Scale Comprehensive Plan Amendment to the Future Land Use Map ("FLUM") of the Comprehensive Plan from Columbia County "RESIDENTIAL, VERY LOW DENSITY" to City of Lake City "INDUSTRIAL" and a Site-Specific Amendment to the Official Zoning Atlas ("Rezoning") from Columbia County "RURAL, RESIDENTIAL" ("CO RR") to City of Lake City "INDUSTRIAL" ("I") on an approximate 111.60-acre subject property.

APPLICANT/AGENT:

Brandon M. Stubbs, Planning & Grant Manager,
North Florida Professional Services

PROPERTY OWNER(S):

Price Creek, LLC.

LOCATION:

North of Vacant Agricultural Lands and Single-Family Residences; South of SE Enterprise Court, Hunter Panels, Town Homes, Quest Aviation, Idaho Timber, SE State Road 100, Homes of Merit, Factory Expo Home Center, and Vacant Industrial Lands; East of SE County Road 245, Eastbrook Subdivision, and Suzanne Subdivision; West of SE County Road 245A, RDH Trucking, Academic Recovery & Towing, Commercial Transportation Inspection Services, LLC., and Vacant Industrial Lands; Columbia County, Florida.

PARCEL ID NUMBER(S):

02-4S-17-07481-003

ACREAGE:

±111.60-Acres

EXISTING FLUM

COLUMBIA COUNTY "RESIDENTIAL, VERY LOW DENSITY"

PROPOSED FLUM

CITY OF LAKE CITY "INDUSTRIAL"

EXISTING ZONING

COLUMBIA COUNTY "RURAL, RESIDENTIAL"

PROPOSED ZONING

CITY OF LAKE CITY "INDUSTRIAL"



SUMMARY

The proposed Large-Scale Comprehensive Plan Amendment to the Future Land Use Map of the Comprehensive Plan and Site-Specific Amendment to the Official Zoning Atlas would amend the Future Land Use Map and Official Zoning Atlas Designation of ±111.60-acres. The FLUM Designation is being requested to be amend from Columbia County Residential, Very Low Density to City of Lake City Industrial, and the Official Zoning Atlas (Zoning) Designation is requested to be amended from Columbia County Rural Residential ("Co RR") to City of Lake City Industrial ("I"). The subject property is currently vacant.

Existing FLUM of Subject Property

The Columbia County Residential, Very Low Density FLUM Designations are described as follows in Policy I.1.6 of the Future Land Use Element of the Columbia County Comprehensive Plan:

"Residential land use. Residential land use classifications provide locations for dwelling units at very low, low, moderate, medium, medium/high and high density within the designated urban development areas as defined within this comprehensive plan. Public, charter and private elementary and middle schools are permitted within very low, low and moderate density residential land use classifications. Public, charter and private elementary, middle, medium/high and high schools are permitted within medium and high density residential land use classifications. In addition, churches and other houses of worship, golf courses, country clubs, conference centers, racquet and tennis clubs, cemeteries and mausoleums, private clubs and lodges, home occupations, child care centers, commercial greenhouses and plant nurseries, and other similar uses compatible with residential uses may be approved as special exceptions and be subject to an intensity of 1.0 floor area ratio.

Within the residential land use classifications, notwithstanding the density requirements listed below, any subdivision or planned residential development developed with lots greater than one acre in size shall be limited to 25 such lots. Any lots created pursuant to the floodplain and wetlands policies contained within the conservation element of this comprehensive plan shall not count towards this limit."

Residential very low density	shall be limited to a density of 1.0 dwelling unit per acre;
Residential low density	shall be limited to a density of less than or equal to 2.0 dwelling units per acre;
Residential moderate density	shall be limited to a density of less than or equal to 4.0 dwelling units per acre;
Residential medium density	shall be limited to a density of less than or equal to 8.0 dwelling units per acre;
Residential medium/high density	shall be limited to a density of less than or equal to 14.0 dwelling units per acre;
Residential high density	shall be limited to a density of less than or equal to 20.0 dwelling units per acre.

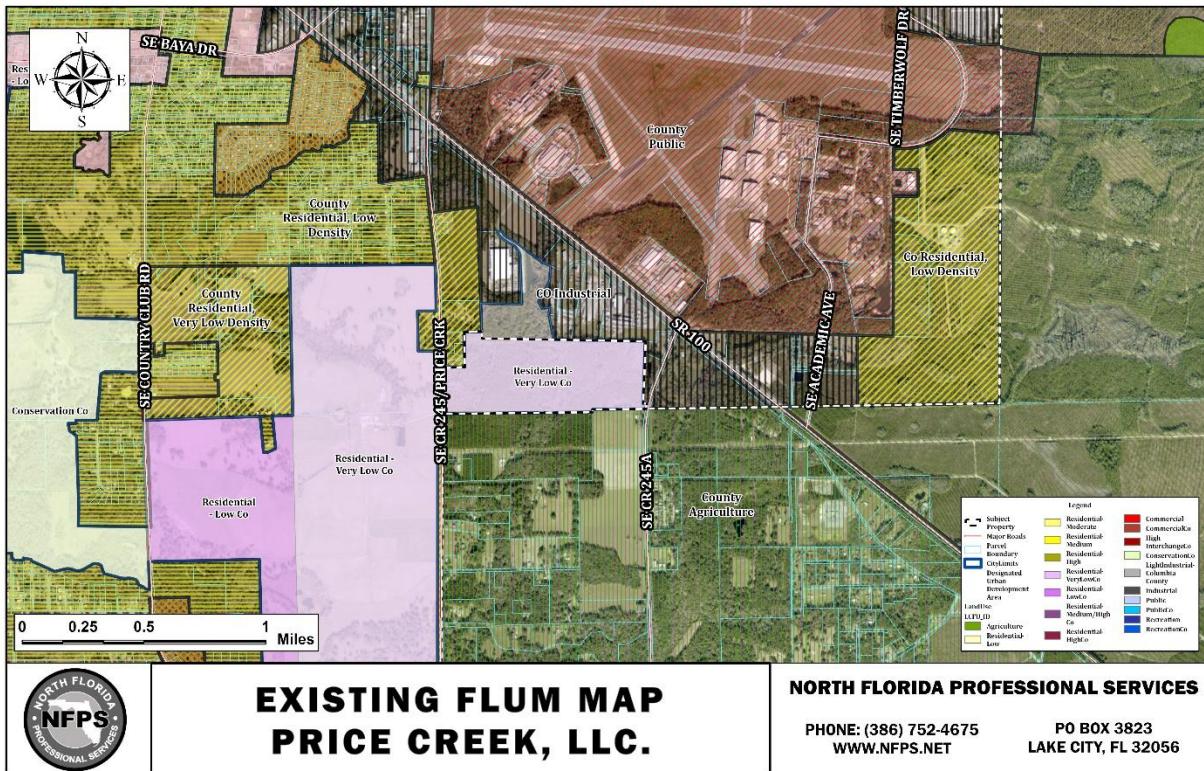
Proposed FLUM of Subject Property

The City of Lake City Industrial FLUM Designation is described as follows in Policy I.1.2 of the Future Land Use Element of the City of Lake City Comprehensive Plan:

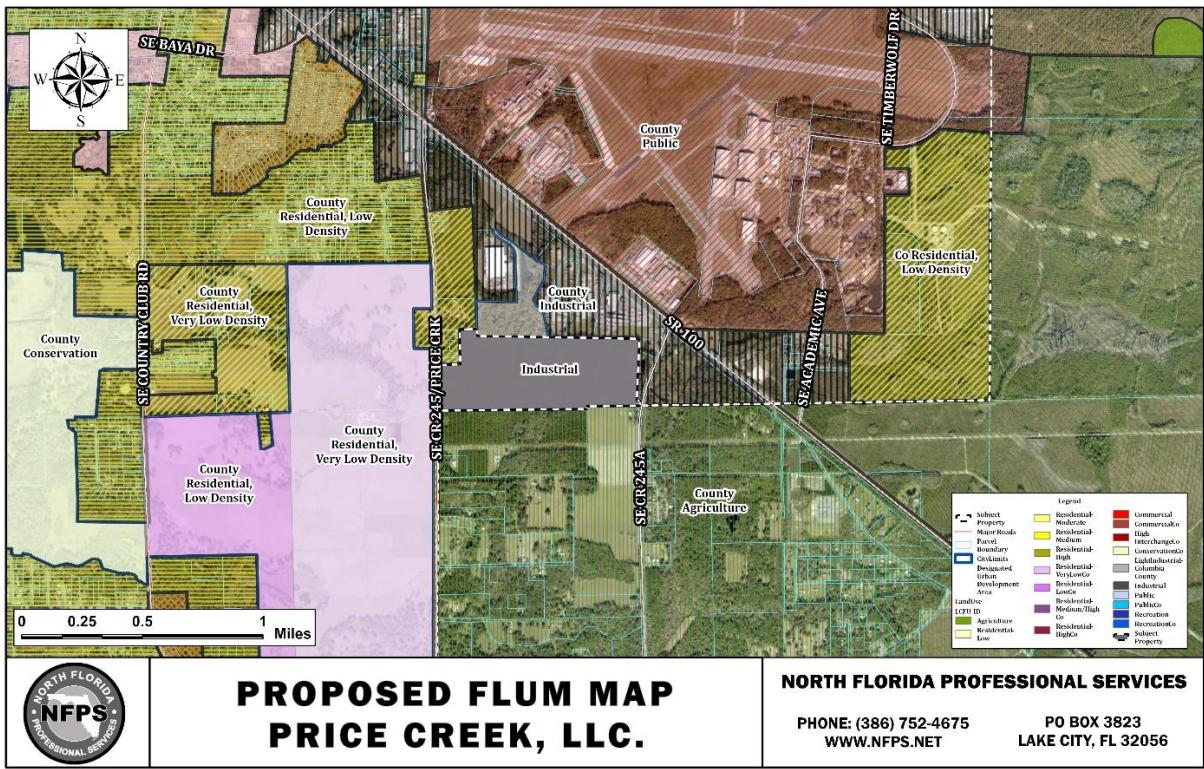
"INDUSTRIAL Lands classified as industrial consist of areas used for the manufacturing, assembly, processing, or storage of products, as well as public, charter and private schools teaching industrial arts curriculum. In addition, off site signs, truck stops and automobile service stations, and other similar uses compatible with industrial uses may be approved as special exceptions. Industrial uses shall be limited to an intensity of less than or equal to 1.0 floor area ratio."



Map 1. Existing FLUM Map

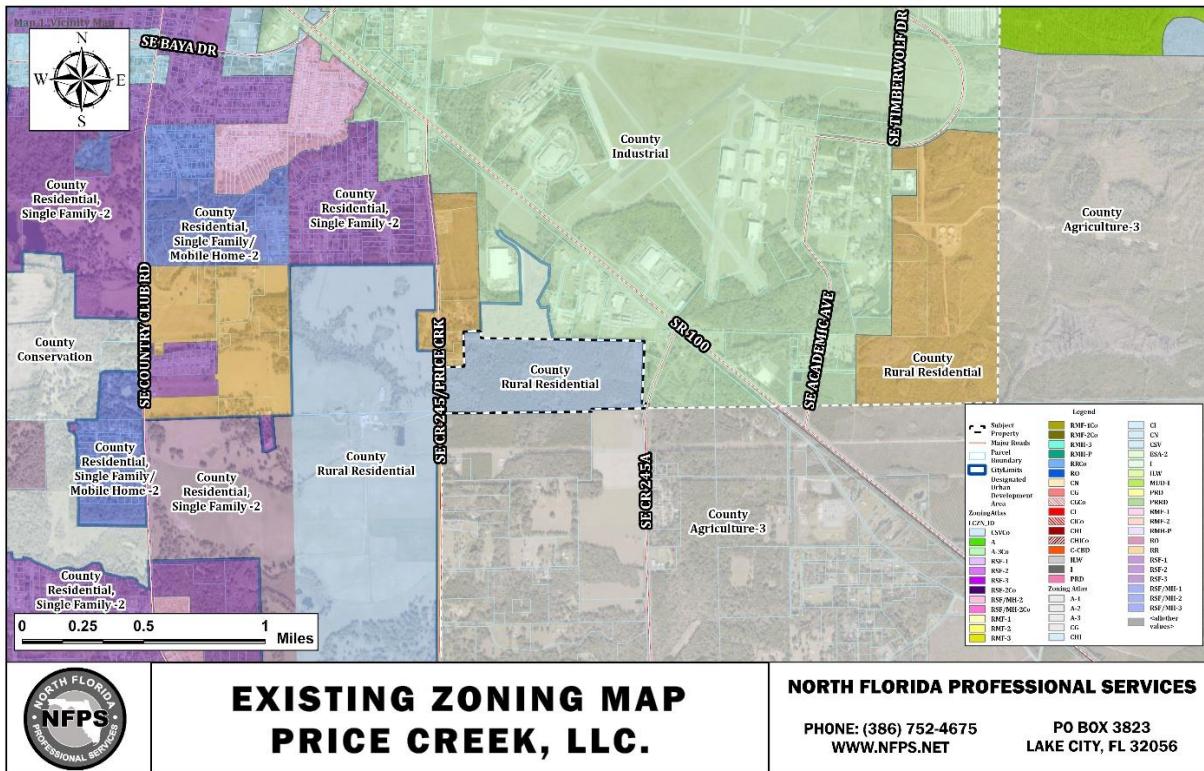


Map 2. Proposed FLUM Map

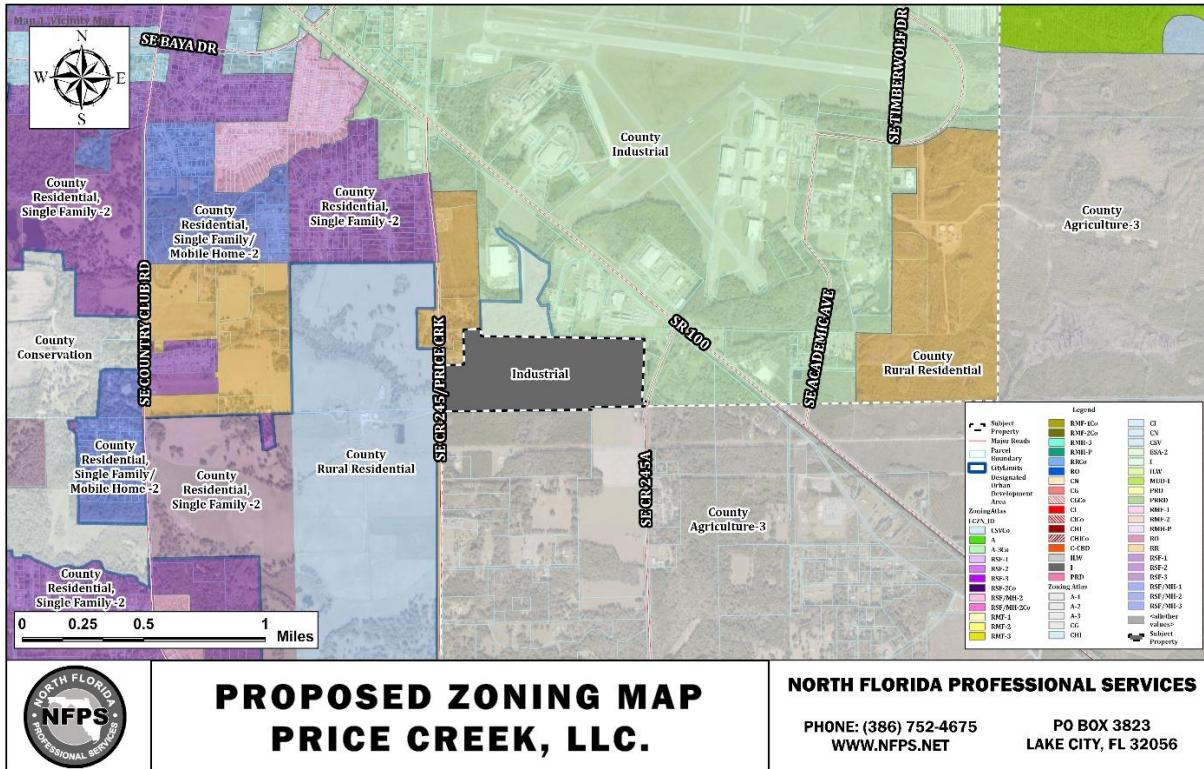




Map 3. Existing Zoning Map



Map 4. Proposed Zoning Map





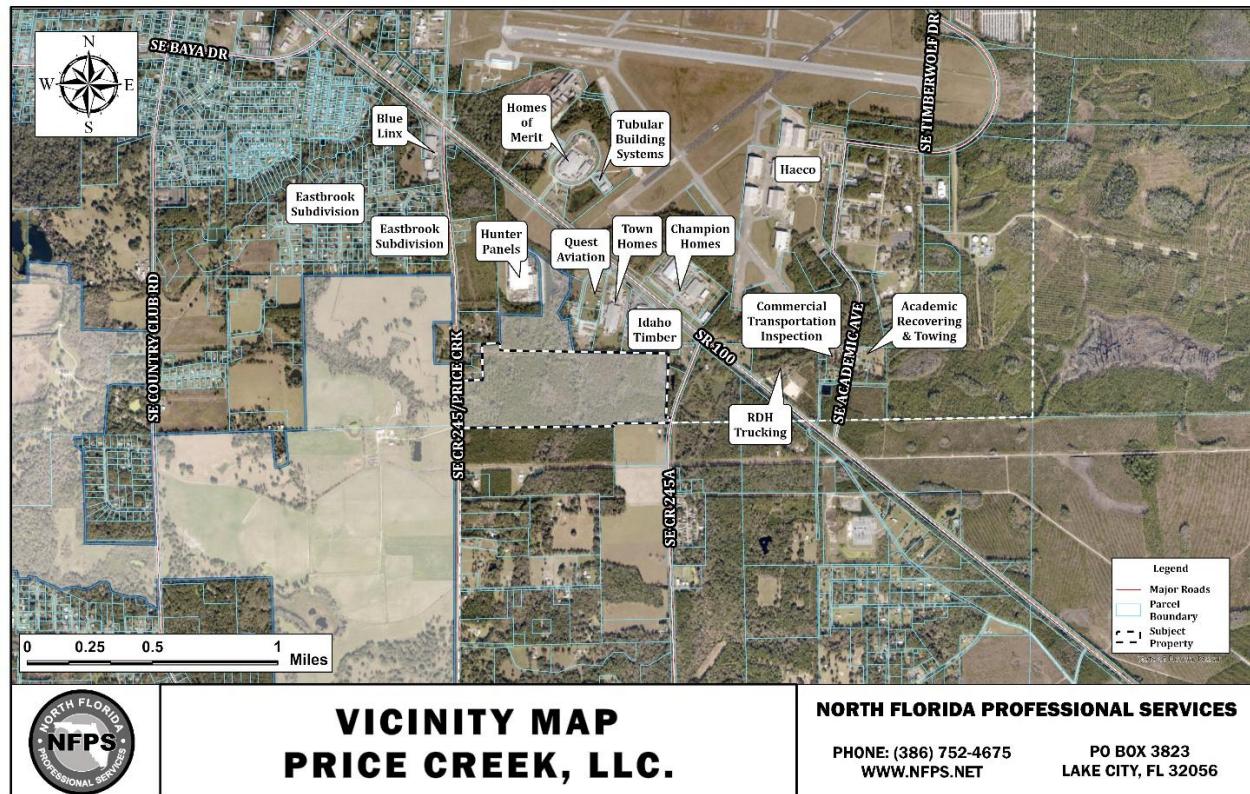
SURROUNDING USE

The existing uses, Future Land Use Map ("FLUM") Designations, and zone districts of the surrounding area are identified in Table 1. Map 1 provides an overview of the vicinity of the subject property.

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	SE Enterprise Ct/Hunter Panels/Quest Aviation/Town Homes/Idaho Timber/SE State Road 100/Home of Merit/Factory Expo Home Center	Residential Low Density/Industrial/ Public	Rural Residential ("RR")/Industrial ("I")
South	Single Family Residences/Vacant Agricultural Lands	Agriculture	Agriculture-3 ("A-3")
East	SE County Road 245A/RDH Trucking/Academic Recovery & Towing/Commercial Transportation Inspection Services, LLC/Vacant Industrial Lands	Industrial	Industrial ("I")
West	SE County Road 245/Eastbrook Subdivision/Suzanne Subdivision/Vacant Residential Lands	Residential Very Low Density/Residential Low Density	Rural Residential ("RR")/Residential, Single Family-2 ("RSF-2")

Map 5. Vicinity Map





As indicated in the chart above, the subject property is surrounded by existing Industrial land use and existing Industrial uses to the North and East. In fact, there are over twelve (12) industrial businesses currently in operation in the vicinity of the subject property. Amending the FLUM of the subject property to Industrial is the logical nexus and progression of the existing Industrial land use in the area. Amending the FLUM to Industrial provides a logical pattern of development and helps support the City's severe need for additional Industrial land use.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

If approved, the applicant proposes to apply for a zoning designation that is consistent with the proposed underlying Future Land Use Map ("FLUM") Designation. Below is a chart of the existing and proposed FLUM Designation and the proposed corresponding zoning designation consistent with said proposed FLUM Designation.

Table 2. Zoning Consistency with Underlying Future Land Use Map Designation

Existing FLUM Designation	Proposed FLUM Designation	Proposed Zoning Designation	Consistent
Columbia County Residential, Very Low Density	City of Lake City Industrial	City of Lake City Industrial	✓

The following Comprehensive Plan Elements have Goals, Objectives, and Policies (GOPs) that support the proposed Future Land Use Map Amendment to the Comprehensive Plan:

- Future Land Use Element
- Transportation Element
- Sanitary Sewer, Solid Waste, Drainage, Potable Water, & Natural Groundwater Aquifer Recharge Element
- Conservation Element
- Capital Improvements Element

An Analysis of Section 15.2 of the Land Development Regulations, which includes a Comprehensive Plan Consistency Analysis, is included in the packet submitted with this report and provides competent and substantial evidence that the proposed amendment is consistent with the Comprehensive Plan and the Goals, Objectives, and Policies (GOPs) therein.

ENVIRONMENTAL CONDITIONS ANALYSIS

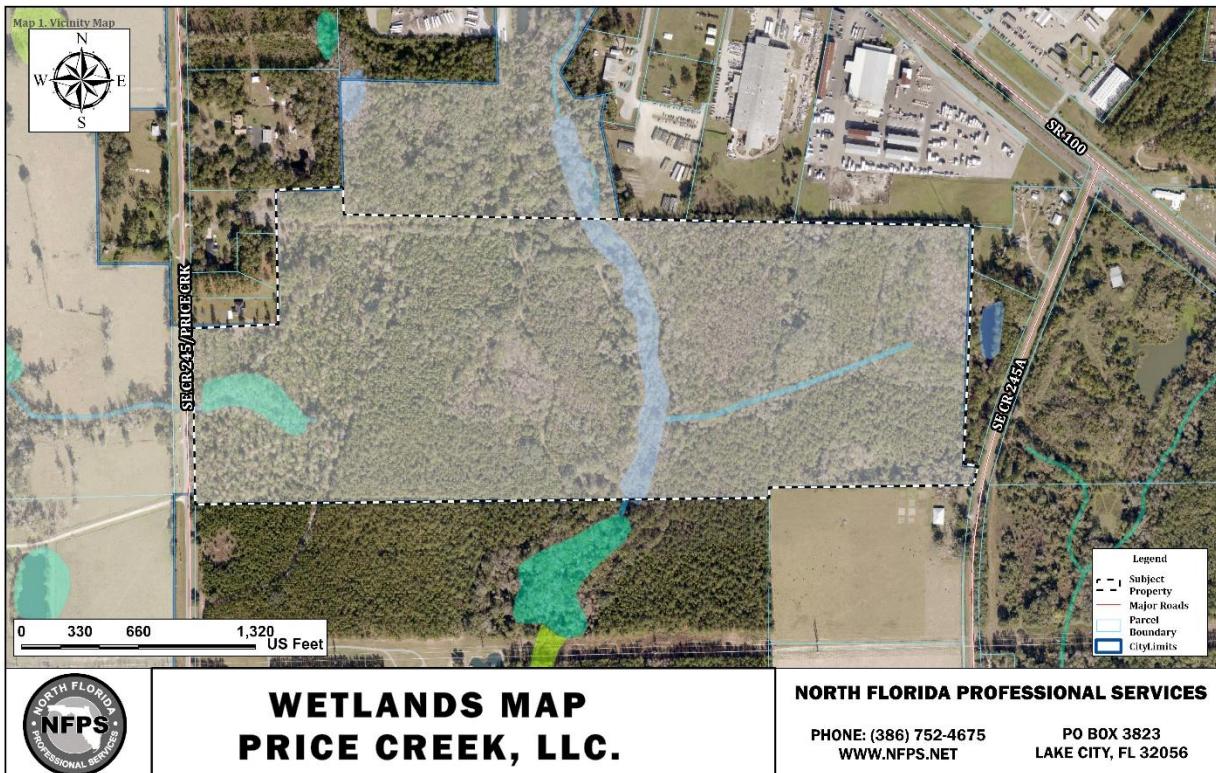
Wetlands

According to Illustration A-VI of the Comprehensive Plan, entitled Wetlands Areas, which is based upon the National Wetlands Inventory, dated 1987, and the National Wetlands Reconnaissance Survey, dated 1981, there are wetlands located on a portion of the subject property.

Evaluation: While there are wetlands located on the subject property, there are large areas suitable for development outside the wetland areas. Further, the County's LDRs and Suwannee River Water Management District have applicable regulations to protect wetlands; therefore, there are no issues related to wetland protection.



Map 6. Wetland Map



Soil Survey

Each soil type found on the subject property is identified below. The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Columbia County, Florida, dated October 1984. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered but are separate factors in predicting runoff). There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have very lower infiltration rates and therefore a higher runoff potential.

There are nine (9) soil types found on the subject property:

- 1) Albany fine sand soils (0 to 5 percent slope) are somewhat poorly drained, nearly level to gently sloping soils on broad flats bordering poorly defined drainageways and in undulating areas. The surface and subsurface layers are comprised of fine sand to a depth of 55 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Albany fine sand soils (0 to 5 percent slope) have severe limitations for building site development and for septic tank absorption fields.



- 2) Blanton fine sand soils (0 to 5 percent slopes) are moderately well drained, nearly level to gently sloping soils on broad ridges and undulating side slopes. The surface and subsurface layers are comprised of fine sand to a depth of 52 inches. The subsoil layer is comprised of fine sandy loam to a depth of 80 inches. Blanton fine sand soils (0 to 5 percent slopes) have slight limitations for building site development and moderate limitations for septic tank absorption fields.
- 3) Chipley fine sand soils (0 to 5 percent slope) are moderately well drained, nearly level to gently sloping soils in somewhat depressed areas and on flats in the uplands. The surface is comprised of fine sand to a depth of 7 inches. Fine sand extends to a depth of 80 inches. Chipley fine sand soils (0 to 5 percent slope) have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 4) Hurricane fine sand soils are somewhat poorly drained, nearly level soils on flats and in areas adjacent to depressions and poorly defined drainageways. The surface and subsurface layers are comprised of fine sand to a depth of 56 inches. The subsoil layer is comprised of fine sand to a depth of 80 inches or more. Hurricane fine sand soils have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 5) Mascotte fine sand soils are poorly drained, nearly level soils around wet depressions on uplands and throughout the flatwoods. The surface and subsurface layers are comprised of fine sand to a depth of 15 inches. The subsoil layer is comprised of fine sand, fine sandy loam and loamy sand to a depth of 80 inches or more. Mascotte fine sand soils have severe limitations for building site development and for septic tank absorption fields.
- 6) Ocilla fine sand soils are somewhat poorly drained, gently sloping soils on undulating landscapes in the uplands. The surface and subsurface layers are comprised of fine sand to a depth of 32 inches. The subsoil layer is comprised of fine sandy loam to a depth of 68 inches. Ocilla fine sand soils have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 7) Plummer fine sand, occasionally flooded soils are poorly drained, nearly level soils on flood plains of rivers and streams. The surface and subsurface layers are comprised of fine sand to a depth of 59 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches. Plummer fine sand, occasionally flooded soils have severe limitations for building site development and for septic tank absorption fields.
- 8) Sapelo fine sand soils are poorly drained, nearly level soils in the flatwoods. The surface and subsurface layers are comprised of fine sand to a depth of 57 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Sapelo fine sand soils have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 9) Surrency fine sand soils are poorly drained, nearly level soils in depressions, near shallow ponds and along drainageways. The surface and subsurface layers are comprised of fine sand to a depth of 30 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Surrency fine sand soils have severe limitations for building site development and for septic tank absorption fields.



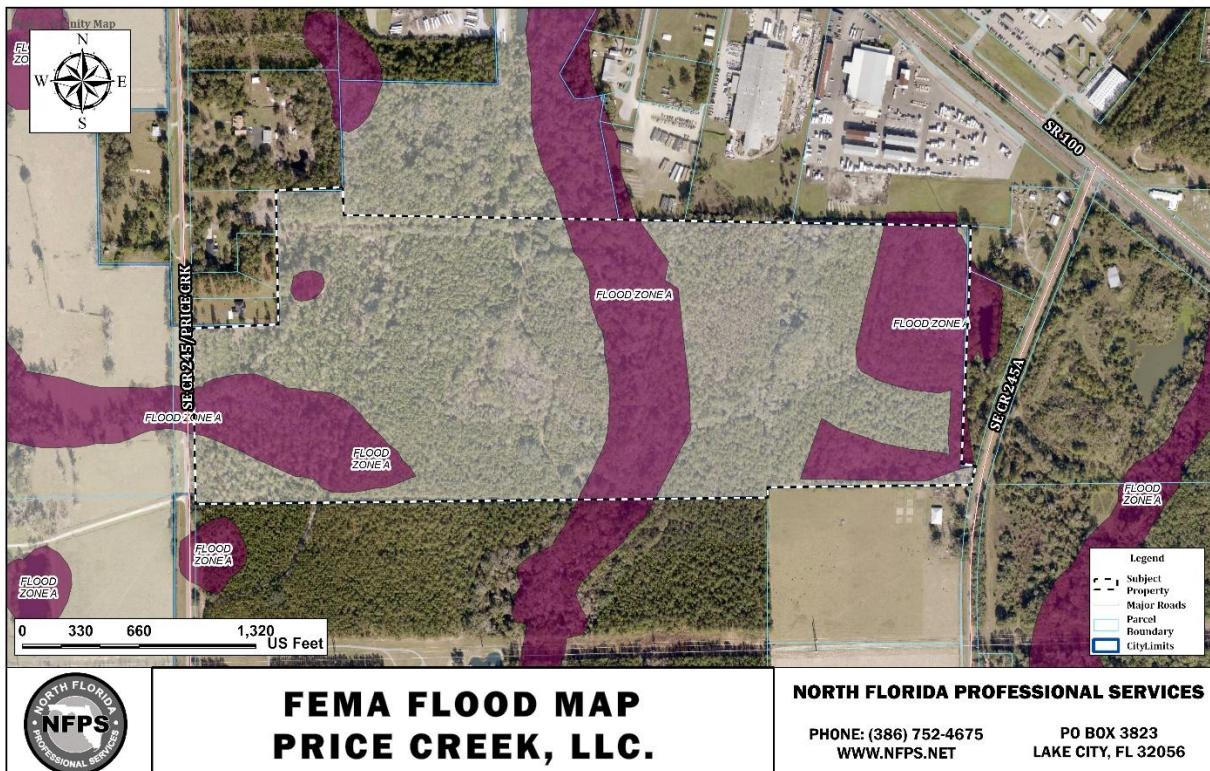
Evaluation: The soil type predominantly found on the subject property is Albany Fine Sand. Albany Fine Sand poses severe limitations for building development and severe limitations for septic tank absorption field. All soils located on-site pose severe limitations for building development and septic tank absorption fields; however, these are not obstacles that cannot be overcome through best engineering practices. During the site and development phase, soil conditions will have to be factored into the proposed development.

Flood Potential

Panel 0170C of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated November 2, 2018, indicates that the subject property is in Flood Zone "X" (areas determined to be outside of the 500-year floodplain) and Flood Zone "A" (areas inundated by the annual one (1) percent chance of flood where Base Flood Elevations have not been established).

Evaluation: The subject property has portions inside the annual one percent chance of flood and outside the annual one percent chance of flood. Development will be concentrated on the area not subject to flooding. Therefore, there is no concern of flooding on the subject property.

Map 7. FEMA Flood Zone Map





Stream to Sink

According to the Stream to Sink Watersheds, prepared by the Suwannee River Water Management District and adopted by the Board of County Commissioners, dated June 2, 2001, the subject property is not located within a stream to sink area.

Evaluation: Given the subject property is not located within a Stream to Sink Watershed,, there is no concern related to Stream to Sink Watersheds.

Minerals

According to Illustration A-VII of the Comprehensive Plan, entitled Minerals, which is based upon Natural Resources, prepared by the Florida Department of Environmental Protection, 2012, the subject property is within an area known to contain Clayey Sand.

Evaluation: There are no issues related to minerals

Historic Resources

According to Illustration A-II of the Comprehensive Plan, entitled Historic Resources, which is based upon the Florida Division of Historical Resources, Master Site File, dated 2013, there are no known historic resources located on the subject property.

Evaluation: There are no issues related to historic Resources.

Aquifer Vulnerability

According to the Columbia County Floridan Aquifer System Protection Zone Map, prepared by the Advance GeoSpatial Inc., dated September 29, 2009, the subject property is located in a vulnerable area.

Evaluation: While the subject property is located in a vulnerable area, there is no issue related to aquifer vulnerability.

Vegetative Communities/Wildlife

According to Illustration V-I of the Data and Analysis Report, entitled Vegetative Communities, the subject property is located within a non-vegetative community.

Evaluation: There is no known wildlife habitats associated with a non-vegetative community; therefore, there is no issue related to vegetative communities or wildlife.



PUBLIC FACILITIES IMPACT

Traffic Impact

Table 3. Affected Comprehensive Plan Roadway Segments¹

Segment Number ²	Segment Description	Lanes	Functional Classification	Area Type	LOS
43(69)	State Road 100 (From Lake City's Urban Area Boundary to County's East Boundary)	2U	Minor Arterial	Highway Rural	D

¹ Source: Columbia County Comprehensive Plan, Capital Improvements Element.² FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.**Table 4. Existing Trip Generation¹**

Land Use	AADT ²	PM Peak Hour ³
Single Family ¹ (ITE Code 210)	1,047	111
Total	1,047	111

¹ Source: ITE Trip Generation, 10th Edition.² Formula: AADT – ITE, 10th Edition – 9.44 trips per dwelling unit x 111 dwelling units = 1,047 AADT³ Formulas: PM Peak – ITE, 10th Edition – 1.00 trips per dwelling unit x 111 dwelling units = 111 PM Peak Trips**Table 5. Proposed Trip Generation¹**

Land Use	AADT ²	PM Peak Hour ³
Industrial Park ¹ (ITE Code 130)	4,095	121
Total	4,095	121

¹ Source: ITE Trip Generation, 10th Edition.² Formula: AADT – ITE, 10th Edition – 3.37 trips per thousand square feet x 1,215,324 square feet = 4,095 AADT³ Formulas: PM Peak – ITE, 10th Edition – 0.40 trips per thousand square feet x 1,215,324 square feet = 121 PM Peak Trips**Table 6. Net Increase Trip Generation¹**

Land Use	AADT	PM Peak Hour
Industrial Park (Proposed) (ITE Code 130)	4,095	121
Single Family (Existing) (ITE Code 210)	1,047	111
Net Increase	3,048	10

Table 7. Projected Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	S.R. 100 Segment 43(69) ¹
Maximum Service Volume ²	14,200
Existing Traffic ³	4,600
Reserved Trips ⁴	0
Available Capacity ⁴	9,600
Projected Daily Trips	3,048
Residual Capacity	6,552
PM Peak Hour Traffic Analysis	S.R. 100 Segment 43(69) ¹
Maximum Service Volume ²	1,350
Existing Traffic ³	437



Reserved Trips ⁴	0
Available Capacity ⁴	913
Projected PM Peak Hour Trips	10
Residual Capacity	903

¹ FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
² Source: FDOT 2023 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Rural Undeveloped Areas.
³ Florida Department of Transportation, District II, 2024 Annual Average Daily Traffic Report.
⁴ Source: Columbia County Concurrency Monitoring Report.

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) of the roadway segment identified above; therefore, the demand generated by the development is acceptable.

Potable Water Impacts

The subject property is located within a community potable water system service area. The subject property will be served potable water via City of Lake City Potable Water System. The Lake City Potable Water System is anticipated to meet or exceed the adopted level of service standard for potable water established within the Comprehensive Plan. **Note: Calculations are based upon Chapter 64E-6.008, F.S.**

The existing density allows 111 dwelling units. An average dwelling unit utilizes approximately 100 Gallons Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $(100 \text{ GPC} \times 2.67 \text{ PPH}) \times 111 = 29,637 \text{ Gallons Per Day}$

The proposed Future Land Use Map Designation is Industrial. An Industrial Park generates approximately 22.5 Gallons Per Day of Potable Water per employee per day. Per the U.S. Green Building Council, Industrial Parks have an average of one employee per 500 square feet. The proposed amendment could generate a gross floor area of 1,215,324 square feet. $[(1,215,324/500) \times 22.5] = 54,689 \text{ Gallon Per Day}$

Net Increase: 54,689 GPD - 29,637 GPD = 25,052 GPD

Table 8. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity ¹	9,000,000
Less Actual Potable Water Flows ¹	3,613,573
Reserved Capacity ²	0
Projected Impacts from Development	25,052
Residual Capacity	5,361,375
Percentage of Permitted Design Capacity Utilized	40.43%
<i>Sources:</i>	
1. City of Lake City Utility Department, October 2025.	
2. Table 1	



Sanitary Sewer Impacts

The subject property is not located within a community centralized sanitary sewer system service area. The subject property will be served via private sewer system. The private sewer system is anticipated to meet or exceed the adopted level of service standard for sanitary sewer established within the Comprehensive Plan. *Note: Calculations are based upon Chapter 64E-6.008, F.S.*

The existing density allows 111 dwelling units. An average dwelling unit utilizes approximately 100 Gallons Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $(101 \text{ GPC} \times 2.67 \text{ PPH}) \times 111 = 29,637 \text{ Gallons Per Day}$

The proposed Future Land Use Map Designation is Industrial. An Industrial Park generates approximately 17.5 Gallons Per Day of Sanitary Sewer per employee per day. Per the U.S. Green Building Council, Industrial Parks have an average of one employee per 500 square feet. The proposed amendment could generate a gross floor area of 1,215,324 square feet. $[(1,215,324/500) \times 17.5] = 42,536 \text{ Gallon Per Day}$

Net Increase: 42,536 GPD – 29,637 GPD = 12,899 GPD

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) for sanitary sewer facilities; therefore, the demand generated by the development is acceptable.

Solid Waste Impacts

Solid waste facilities for uses to be located on the site are provided at the sanitary landfill. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The existing density allows 111 dwelling units. An average dwelling unit utilizes approximately 0.73 tons (1,460 lbs) per year per person. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $[(1,460 \text{ Lbs Per Year Per Person} \times 2.67 \text{ PPH}) \times 111] / 365 = 1,201 \text{ pounds of solid waste generated per day.}$

The applicant proposes an Industrial Future Land Use Map Designation. The proposed use as an Industrial Park generates approximately 5.5 lbs of solid waste per thousand square feet per day. The proposed development could generate a gross floor area of 1,215,324 square feet. $(5.5 \text{ Lbs Per Thousand Square Feet} \times 1,215,324 \text{ Square Feet}) = 6,684.28 \text{ pounds of solid waste generated per day.}$

Net Increase: 6,684.28 lbs per day – 1,201 lbs per day = 5,483.28 lbs per day

Total County average solid waste disposal per day (including municipalities) = 471,300 pounds per day.

Based upon the annual projections of solid waste disposal at the landfill for 2025, 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 Industrial uses.

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) of solid waste facilities; therefore, the demand generated by the development is acceptable.

Recreation Facilities

Given the proposed amendment is Industrial in nature, no impacts to recreation are anticipated.

Public School Facilities

Given the proposed amendment is Industrial in nature, no impacts to Public Schools are anticipated.

Conclusion

This analysis of the proposed amendments to the Future Land Use Map of the Comprehensive Plan and Site-Specific Amendment to the Official Zoning Atlas provides competent and substantial evidence for the adoption of the proposed amendments. The subject property is surrounded on the North and West sides by existing Industrial land, there are over twelve (12) existing industrial businesses in the general area, there are no existing residential neighborhoods within $\pm 1,600$ feet of the subject property, the subject property is suitable for industrial use, the subject property being industrial is a rational nexus to existing industrial uses, and the subject property being amended to industrial is the only logical pattern of development.



Comprehensive Plan & Section 15.2 Analysis

This analysis analyzes amending the Future Land Use Map ("FLUM") Designation of approximately 111.60 acres from Columbia County Residential, Very Low Density (\leq One (1) Dwelling Unit Per Acre) to City of Lake City Industrial and amending the Official Zoning Atlas Designation from Columbia County Rural, Residential ("RR") to City of Lake City Industrial ("I").

1. Conformity with the Comprehensive Plan and the effects upon the Comprehensive Plan.

FUTURE LAND USE ELEMENT

Policy I.1.1 The location of higher density residential, high intensity commercial and heavy industrial uses shall be directed to areas adjacent to arterial or collector roads, identified on the Future Traffic Circulation Map, where public facilities are available to support such higher density or intensity.

Analysis: The subject property has direct access to SE County Road 245 (Price Creek Road) which is identified in Illustration A-IX "Future Transportation Map 2032" of the City of Lake City Comprehensive Plan as a Major, Collector RURAL. Therefore, the proposed amendment to Industrial is supported by Policy I.1.1 of the Future Land Use Element.

INDUSTRIAL Lands classified as industrial consist of areas used for the manufacturing, assembly, processing, or storage of products, as well as public, charter and private schools teaching industrial arts curriculum. In addition, off site signs, truck stops and automobile service stations, and other similar uses compatible with industrial uses may be approved as special exceptions. Industrial uses shall be limited to an intensity of less than or equal to 1.0 floor area ratio.

Analysis: The subject property's highest and best use is to be utilized as Industrial. The existing uses in the surrounding area and adjacent to the north and east are Industrial. It is only logical that the subject property continues the Industrial use within the area. Existing Industrial uses in the vicinity consist of Hunter Panels, Blue Linx, Quest Aviation, Townhomes, Idaho Timber, Homes of Merit, Tubular Building Systems, and more.

Policy I.1.3 The City shall continue to allocate amounts and types of land uses for residential, commercial, industrial, public, and recreation to meet the needs of the existing and projected future populations and to locate urban land uses in a manner where public facilities may be provided to serve such urban land uses. (Urban land uses shall be herein defined as residential, commercial and industrial land use categories).

Analysis: The request is to amend the Future Land Use Map Designation of the subject property to Industrial. Currently, the City consists of a total of $\pm 9,573.3$ acres, a total of ± 316.4 acres are City Industrial FLUM. Only approximately 3.8% of the total acreage within the City Limits is Industrial. A City must have between 5% to 15% of its land designated for Industrial in order to promote industry, job growth, and accommodation for Industrial uses. The City is severely lacking in ready Industrial Land Use. Therefore, the proposed amendment furthers Policy I.1.3 by assisting in the allocation on Industrial Land Use need to accommodate the existing and future needs of the City.

Policy I.1.4 The City shall continue to limit the designation of residential, commercial and industrial lands depicted on the Future Land Use Plan map to acreage which can be reasonably expected to develop.

Analysis: The subject property is adjacent to existing Industrial land use with existing Industrial uses. As such, as a natural progression of growth, it is reasonable and expected that Industrial development is reasonably expected to develop adjacent to existing Industrial development. Therefore, the proposed land use amendment is consistent with Policy I.1.4 of the Future Land Use Element,

TRANSPORTATION ELEMENT

OBJECTIVE II.1 The City shall establish a safe, convenient and efficient level of service standard which shall be maintained for all roadways.

Analysis: As indicated in the traffic impact assessment included in the Data & Analysis Report, the proposed development will not degrade the level of service standard for any roadway segments to an unsafe level or degrade the level of service.

OBJECTIVE II.2 The City shall require that all traffic circulation system improvements be consistent with the land uses shown on the future land use plan map, limiting higher density and higher intensity land use locations to be adjacent to collector or arterial roads, as identified on the Future Transportation Map.

Analysis: As previously stated, subject property has direct access to SE County Road 245 (Price Creek Road) which is identified in Illustration A-IX "Future Transportation Map 2032" of the City of Lake City Comprehensive Plan as a Major, Collector RURAL. Further, it is anticipated that the proposed development could connect to State Road 100 through the County's existing Industrial Park. State Road 100 has a Functional Classification of Minor Arterial according to the Transportation Element of the Columbia County Comprehensive Plan. Currently, the City of Lake City does not have any properties that have access to State Road 100; therefore, the City's Comprehensive Plan does not address this roadway segment.

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT

OBJECTIVE IV.7 The City shall continue to require that no sanitary sewer facility have any discharge into high groundwater recharge areas, direct discharge to sinkholes and/or not allow systems that allow lateral percolation to streams, recharge areas or sinkholes.

Policy IV.7.1 The City shall prohibit the direct discharge of any sanitary sewer facility into a high groundwater recharge area.

Policy IV.7.2 The City shall prohibit the discharge of untreated stormwater into sinkholes

Policy IV.7.3 The City shall continue to provide that during the development review process, all proposed development within the drainage basin of any designated priority water body shall be coordinated with the Water Management District and ensure that any proposed development is consistent with any approved management plans within that basin.

OBJECTIVE IV.8 The City shall continue to coordinate with the Water Management District to protect the functions of natural groundwater recharge areas and natural drainage features, by requiring that all developments requiring subdivision approval be reviewed by the Water Management District prior to approval of construction plans.

Policy IV.8.1 The City shall continue to provide for the limitation of development adjacent to natural drainage features to protect the functions of the feature.

Policy IV.8.2 The City shall continue to provide for the limitation of development and associated impervious surfaces in high groundwater aquifer recharge areas as designated by the Water Management District and depicted in Appendix A of this Comprehensive Plan to protect the functions of the recharge area.

Analysis: The subject property is not located within a High Groundwater Aquifer Recharge Area and no sanitary sewer shall directly discharge into a High Groundwater Aquifer Recharge Area. Further, no stormwater shall be directly discharged into any wetlands, sinkholes, or other environmentally sensitive features. Prior to development, the subject property will be required to obtain permitting for stormwater management via the Suwannee River Water Management District ("SRWMD"). Any development shall be required to comply with the objectives and policies of IV.7 and IV.8 of the Comprehensive Plan.

CONSERVATION ELEMENT

OBJECTIVE V.2 The City in order to protect the quality and quantity of current and projected water sources, hereby establishes a 500 foot wellfield protection area around community water system wells. In addition, the City in order to protect high ground water recharge areas shall limit development in these areas as specified in the high

groundwater aquifer recharge protection policy of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of this Comprehensive Plan.

Analysis: The subject property is not within 500-feet of a wellfield. Therefore, shall not impact the City's Wellfield Protection Area.

Policy V.2.4 The City shall continue to require a 35-foot natural buffer around all wetlands and prohibit the location of residential, commercial and industrial land uses within the buffer areas, but allow resource-based recreational activities within buffer areas.

Analysis: All wetlands on the subject property shall be preserved and a buffer of 35- feet shall be kept around any wetlands.

Policy V.2.5 The City shall, through the development review process, require that post-development runoff rates and pollutant loads do not exceed pre-development conditions.

Policy V.2.6 The City shall continue to require all new development to maintain the natural functions of natural flood storage, pollution alternatives, in wetlands and 100-year floodprone areas.

Analysis: During the development process, a SRWMD Environmental Resource ("ERP") Permit shall be required. A requirement of the ERP Permit requires post-development runoff rates and pollutant loads that do not exceed pre-development runoff rates and pollutant loads. Further, through the ERP Permitting process, any discharge in a flood zone or wetland requires pre-treating of the stormwater prior to discharging into such features.

Policy V.2.10 The City's land development regulations shall require a 35-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks and prohibit the location of residential, commercial and industrial land uses within the buffer areas, but allow resource-based recreational activities within buffer areas.

Analysis: During the development phase, any development shall not be located within 35-feet of a perennial rivers, streams, and creeks.

CAPITAL IMPROVEMENTS ELEMENT

OBJECTIVE VIII.2 The City shall require that all decisions regarding the issuance of development orders and permits shall be consistent with the established level of service standards adopted for public facilities within the Comprehensive Plan.

Analysis: As indicated in the Concurrency Impact Analysis within the Data and Analysis Report, the proposed development will not diminish the level of service adopted for any public facility within the Comprehensive Plan.

2. The existing land use pattern.

Analysis: The subject property is adjacent to the North and East to properties designated with a Columbia County Industrial Future Land Use Map Designation and Industrial ("I") Zoning Designation. Thus, there is an existing Industrial land use pattern. Amending the FLUM Designation of the subject property to Industrial is a logical pattern and removes a pocket of Residentially zoned land between existing Industrial and Agricultural to the South.

The land use pattern in the area has long been established as Industrial since the 1950's. Including a lumber yard/manufacturing company that has been established since the late 60's. While there are residential subdivisions in the general vicinity of the subject property, they were developed after the existing Industrial uses in the area. Further, the subject property is much further away from the existing residential subdivisions than other existing Industrial uses that are immediately adjacent to the residential subdivisions. In fact, the closest residential subdivision to the subject property is over a quarter mile away from the subject property. Therefore, there are no issues relating to compatibility of Industrial and Residential uses. As previously stated, the residential uses exist adjacent to Industrially zoned property and uses. Amending the FLUM Designation of the subject property will not affect the Residential properties in the area.

3. The creation of an isolated district unrelated to adjacent and nearby districts.

Analysis: The subject property is surrounded by Industrial FLUM to the North and the East. Amending the FLUM to Industrial continues the logical pattern of land use and creates a more cohesive land use pattern.

4. The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.

Analysis: The proposed amendment does not affect population density since an Industrial FLUM Designation is proposed. Further, as indicated in the Concurrency Impact Analysis of the Data and Analysis Report, there are not negative impacts on the level of service standard for public facilities.

5. The existing district boundaries in relation to existing conditions on the property proposed for change.

Analysis: As previously stated, the subject property is adjacent to the North and East to properties designated with a Columbia County Industrial Future Land Use Map Designation and Industrial ("I") Zoning Designation. Thus, there is an existing Industrial land use pattern. Amending the FLUM Designation of the subject property to Industrial is a logical pattern and removes a pocket of Residentially zoned land between existing Industrial and Agricultural to the South.

6. Changed or changing conditions which justify the recommended action on the proposed amendment.

Analysis: When establishing Future Land Use Designations and areas intended for various types of growth, it is difficult to include every property intended for a specific type of use. For instance, the adjacent properties to the North and East share a common Section fractional line. When deciding the boundaries between two anticipated uses, it would have been much easier to arbitrarily utilize a Section fractional line than be parcel specific. While district boundaries are generally intended to encompass all areas foreseen to be utilized for a specific purpose, not always does that happen. So, as time dictates where certain land uses and development are located, there is a natural progression for the change in land use to accommodate these uses.

Such has happened with the subject property. As all the Industrial Land Use has been bought up and utilized, it became a natural progression and logical pattern of development to amend the FLUM for the subject property to Industrial. Further, the City of Lake City is severely lacking in Industrial Zoned lands. It was only a matter of time before the subject property would naturally become utilized for Industrial purposes.

7. The impact of the proposed change upon living conditions in the neighborhood.

Analysis: As previously mentioned, the subject property is over a quarter mile away from any residential subdivisions or neighborhoods. These subdivisions/neighborhoods are currently adjacent to industrial uses. Industrial uses that existed well before the residential uses. Therefore, the Residential uses in the area knew about the existing Industrial uses and land use prior to establishment of the Residential use. There is a term in the planning and legal world called, "Coming to the Nuisance". In other words, if an incompatible use were to be established after an existing use which may be considered a nuisance, then the incompatible use that came after the nuisance would have no claim or argument against the prior existing nuisance. Such is the case with any Residential uses within the area.

8. The impact of the proposed change upon traffic with particular regard to congestion or other public safety matters.

Analysis: As indicated in the Concurrency Impact Analysis in the Data and Analysis Report, the proposed development will not degrade the level of service of any public facilities. Therefore, there are no issues regarding the proposed change related to traffic congestion and safety. Further, at the development phase, any access shall be evaluated and any improvements to address access and/or traffic shall be required.

9. The impact of the proposed change upon drainage.

Analysis: The proposed amendment will have no negative impact on drainage. In fact, during the permitting phase with the SRWMD, any development shall be required to obtain an ERP Permit. ERP Permitting requirements are very stringent and typically result high quality and quantity of stormwater management and drainage on-site. Therefore, drainage will be improved during the development phase.

10. The impact of the proposed change upon light and air to adjacent areas.

Analysis: The proposed amendment will have no impact upon light and air to the adjacent areas. While some industrial uses may create odors, it would not be any greater than those existing in the area. Therefore, the proposed use will not create any air quality issues greater than the existing Industrial uses in the area.

11. The impact of the proposed change upon property values in the adjacent area.

Analysis: There is no correlation that provides evidence that expanding an existing Industrial area affects the property values of the adjacent area. The Industrial land use and existing Industrial uses already exist in the area. Amending the FLUM of an adjacent property to Industrial FLUM when the entire area to the North and West consist of Industrial lands and uses will not affect property values of the adjacent area.

12. The impact of the proposed change upon the improvement or development of adjacent property in accordance with existing regulations.

Analysis: The proposed amendment from a Residential Land Use to an Industrial Land Use will not impede development on adjacent properties. However, not amending the FLUM to Industrial could impede development on the subject property since residential development is not the most conducive use of the subject property.

13. The granting of special privilege to an individual owner as contrasted with the needs of the overall public welfare.

Analysis: Approving the proposed amendment does not concede any special privilege to the property owner that is not afforded by any other property owner. Nor does approving the amendment grant a special privilege out of contrast with the needs of the overall public welfare.

14. Substantial reasons why, if any, the property cannot be used in accordance with existing zoning.

Analysis: The subject property is immediately adjacent to Industrial Zoned lands to the North and to the East. To the south, there are Agriculturally Zoned lands. The existing land use is not the more conducive land use and is a single Residentially

Zoned property sandwiched between Industrial lands and Agricultural Lands. The logical pattern of development would be to continue the Industrial land use with is more compatible with Agricultural uses than Residential uses.

15. The impact of the proposed change with regard to the scale of needs of the neighborhood or the City.

Analysis: As previously stated, the City is severely lacking in Industrially zoned lands. The proposed amendment will provide much needed Industrial property for industry, job growth, and quality of life.

16. The availability of alternate adequate sites in the City in districts already permitting such use.

Analysis: The subject property is adjacent to existing Industrial uses. It would be illogical to create a random pocket of Industrial in lieu of expanding an existing Industrial zoned area. Therefore, there are no other logical sites available as an alternative.

Rec. 2700
Oct. 9, 126-60

THIS INSTRUMENT WAS PREPARED BY:

TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

RETURN TO:

TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

File No. 05-432 & 433

Property Appraiser's
Parcel Identification No.
02-45-

Inst:2005019442 Date:08/11/2005 Time:14:42
Doc Stamp-Deed : 9126.60
ZMK DC,P.Dewitt Cason,Columbia County B:1056 P:2254

WARRANTY DEED

THIS INDENTURE, made this 11th day of August 2005, BETWEEN SANDRA S. TURMAN, individually, and as Trustee of the SANDRA S. TURMAN LIVING TRUST dated October 2, 2002, whose post office address is 4276 NW Wisteria Drive, Lake City, Florida 32055, of the County of Columbia, State of Florida, grantor*, and PRICE CREEK, LLC, a Florida Limited Liability Company, whose document number assigned by the Secretary of State of Florida is L _____ and whose Federal Tax I.D. Number is _____*, whose post office address is 2806 US Highway 90 West, Suite 101, Lake City, Florida 32055, of the County of Columbia, State of Florida, grantee*.

WITNESSETH: that said grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION.

SUBJECT TO: Restrictions, easements and outstanding mineral rights of record, if any, and taxes for the current year.

N.B.: Neither the Grantor nor any member of her family live or reside on the property described herein or any land adjacent thereto or claim any part thereof or any land adjacent thereto as their homestead.

*N.B.: THE PURPOSE OF INCLUDING THE DOCUMENT NUMBER AND THE FEDERAL TAX I.D. NUMBER OF THIS GRANTEE IS TO AVOID CONFUSION BETWEEN THIS GRANTEE AND ANY OTHER LIMITED LIABILITY COMPANY OF THE SAME OR SIMILAR NAME.

and said grantor does hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons
whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand
and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

(First Witness)
Terry McDavid
Printed Name

Entered Name

1946.0

(Second Witness)
Myrtle Ann McElroy

Printed Name

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 11th day of August 2005, by SANDRA S. TURMAN, individually, and as Trustee of the SANDRA S. TURMAN LIVING TRUST dated October 2, 2002. She is personally known to me and did not take an oath.

Notary Public
My Commission Expires:



EXHIBIT "A"

PARCEL NO. 7:

A part of the South 1/2 of Section 2 and the North 1/2 of Section 11, all in Township 4 South, Range 17 East, Columbia County, Florida, more particularly described as follows: Commence at the Southwest Corner of said Section 2 and run S 00°30'20"W, along the West Line of said Section 11, a distance of 50.60 feet; thence N 89°53'18"E, a distance of 71.01 feet to a point on the East Right-of-Way Line of State Road #245 (Price Creek Road) for a POINT OF BEGINNING; thence N 00°03'43"E, along said East Right-of-Way Line, a distance of 886.66 feet to a rebar and cap; thence N 89°40'56"E, a distance of 420.21 feet to a rebar and cap; thence N 00°31'39"W, a distance of 622.17 feet to a concrete monument; thence N 89°41'56"E, a distance of 328.15 feet; thence S 01°19'19"E, a distance of 117.78 feet; thence S 88°21'17"E, a distance of 3047.22 feet; thence S 02°49'21"W, a distance of 203.84 feet; thence S 03°48'37"W, a distance of 955.64 feet; thence N 89°05'56"E, a distance of 67.70 feet to the Westerly Right-of-Way Line of State Road #245A; thence Southerly along the arc of a curve to the left on said Right-of-Way having a radius of 2904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to a concrete monument at its intersection with the South Line of said Section 2; thence S 89°05'56"W, along said South Line a distance of 968.40 feet; thence S 00°13'21"W, a distance of 50.60 feet; thence S 89°53'18"W, a distance of 2801.78 feet to the POINT OF BEGINNING.
COLUMBIA COUNTY, FLORIDA.

Inst:2005019442 Date:08/11/2005 Time:14:42
Doc Stamp-Deed : 9126.50
DC,P.Dewitt Cason,Columbia County B:1054 P:2256

ARTICLES OF ORGANIZATION FOR

PRICE CREEK, LLC

ARTICLE I - Name:

The name of the Limited Liability Company is: Price Creek, LLC

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

2806 US Highway 90 West, Suite 101
Lake City, FL 32055

ARTICLE III - Duration:

The company shall commence its existence on the date these articles of organization are filed by the Florida Department of State. The company's existence shall be perpetual, unless the company is earlier dissolved as provided in these articles of organization.

ARTICLE IV - Management:

The Limited Liability Company is to be managed by the members and the names and addresses of the managing members are:

Daniel Crapps
2806 US Highway 90 West, Suite 101
Lake City, FL 32055

Richard C. Cole
Post Office Box 16
Lake City, FL 32056

ARTICLE V - Admission of Additional Members:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

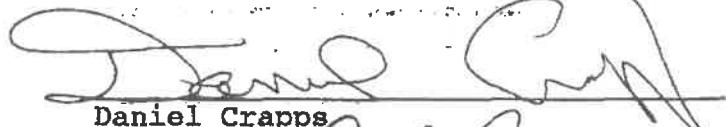
No additional members shall be admitted to the company except with the unanimous written consent of all the members of the company and on such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the company as set forth in the regulations of the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a member unless all the other members of the company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE VI - Members Rights to Continue Business:

The right, if given of the remaining members of the Limited Liability Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company shall be:

The company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the company, unless the business of the company is continued by the

consent of all the remaining members, provided there is at least one remaining member.


Daniel Crapps


Richard C. Cole

(In accordance with §608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF S608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is: Price Creek, LLC.
2. The name and the Florida street address of the registered agent are:

Daniel Crapps
2806 US Highway 90 West, Suite 101
Lake City, FL 32055

Having been named as registered agent and to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Daniel Crapps

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

PRICE CREEK, LLC

Filing Information

Document Number L05000066370

FEI/EIN Number 20-3164131

Date Filed 06/30/2005

State FL

Status ACTIVE

Principal Address

619 S.W. Baya Drive

SUITE 101

LAKE CITY, FL 32025

Changed: 01/09/2015

Mailing Address

PO BOX 16

LAKE CITY, FL 32056

Changed: 01/09/2015

Registered Agent Name & Address

COLE, RICHARD C

619 S.W. Baya Drive, STE 101

LAKE CITY, FL 32025

Name Changed: 01/09/2015

Address Changed: 01/09/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

COLE, RICHARD C

619 S.W. Baya Drive

SUITE 101

LAKE CITY, FL 32025

Annual Reports

Report Year	Filed Date
2023	02/13/2023
2024	03/13/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
03/13/2024 -- ANNUAL REPORT	View image in PDF format
02/13/2023 -- ANNUAL REPORT	View image in PDF format
02/06/2022 -- ANNUAL REPORT	View image in PDF format
03/12/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
03/07/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
02/07/2014 -- ANNUAL REPORT	View image in PDF format
02/19/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
03/20/2011 -- ANNUAL REPORT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
03/03/2009 -- ANNUAL REPORT	View image in PDF format
05/05/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
03/13/2006 -- ANNUAL REPORT	View image in PDF format
06/30/2005 -- Florida Limited Liabilities	View image in PDF format



GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Richard C. Cole, Managing Member of Price Creek, LLC. (owner name), owner of property parcel

number 02-4S-17-07481-003 (parcel number), do certify that

the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Printed Name of Person Authorized	Signature of Authorized Person
1. Richard C. Cole	1. <u>Richard C. Cole</u>
2.	2.
3.	3.
4.	4.
5.	5.

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form, which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.

Richard Cole
Owner Signature (Notarized)

9-23-25
Date

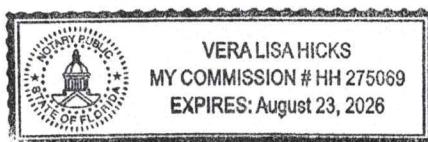
NOTARY INFORMATION:

STATE OF: Fla COUNTY OF: Columbia

The above person, whose name is Richard Cole, personally appeared before me and is known by me or has produced identification (type of I.D.) on this 23 day of Sept, 2025

Vera L. Hicks
NOTARY'S SIGNATURE

(Seal/Stamp)



Columbia County Property Appraiser

Jeff Hampton

2025 Working Values

updated: 9/18/2025

Parcel: << 02-4S-17-07481-003 (27904) >>

Owner & Property Info

Result: 1 of 1

Owner	PRICE CREEK LLC 291 NW MAIN BLVD LAKE CITY, FL 32055		
Site			
Description*	(AKA PRCL #7 UNR SURVEY): COMM AT SW COR OF SEC, RUN S ALONG W LINE SEC 11, 50.60 FT, E 71.01 FT TO E R/W LINE OF CR-245 FOR POB, RUN N ALONG R/W 886.66 FT, E 420.21 FT, N 622.17 FT, E 328.15 FT, S 117.78 FT, E 3047.22 FT, S 2 DG W 203.84 FT, S 3 DG W 955. ...more>>>		
Area	110.46 AC	S/T/R	02-4S-17
Use Code**	TIMBERLAND 80-89 (5500)	Tax District	1

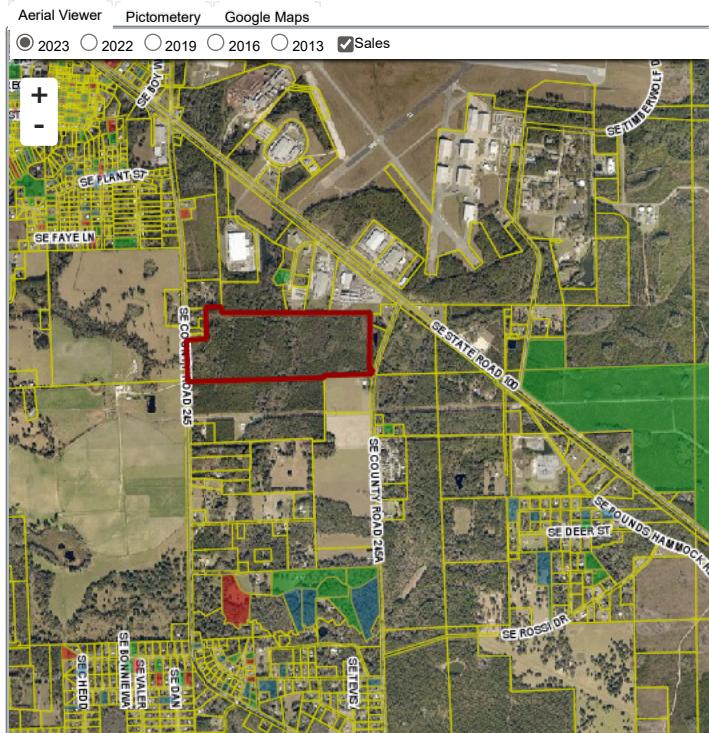
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

******The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2024 Certified Values		2025 Working Values	
Mkt Land	\$0	Mkt Land	\$0
Ag Land	\$40,596	Ag Land	\$40,247
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$662,760	Just	\$662,760
Class	\$40,596	Class	\$40,247
Appraised	\$40,596	Appraised	\$40,247
SOH/10% Cap	\$0	SOH/10% Cap	\$0
Assessed	\$40,596	Assessed	\$40,247
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$40,596 city:\$40,596 other:\$0 school:\$40,596	Total Taxable	county:\$40,247 city:\$40,247 other:\$0 school:\$40,247

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.



▼ Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
8/11/2005	\$100	1054 / 2260	WD	V	Q	01
8/11/2005	\$1,303,800	1054 / 2254	WD	V	Q	
6/23/2005	\$100	1050 / 756	WD	V	Q	03
4/22/2003	\$100	990 / 525	WD	V	Q	06

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
		NON E			

▼ Extra Features & Out Buildings

Extra Features & Cut Buildings					
Code	Desc	Year Blt	Value	Units	Dims
		NON E			

▼ Land Breakdown

Land Breakdown					
Code	Desc	Units	Adjustments	Eff Rate	Land Value
5500	TIMBER 2 (AG)	78.000 AC	1.0000/1.0000 1.0000/ /	\$445 /AC	\$34,710
5600	TIMBER 3 (AG)	18.460 AC	1.0000/1.0000 1.0000/ /	\$281 /AC	\$5,187
5997	RIVERS/BAYS/SWAMPS (AG)	14.000 AC	1.0000/1.0000 1.0000/ /	\$25 /AC	\$350
9910	MKT.VAL.AG (MKT)	110.460 AC	1.0000/1.0000 1.0000/ /	\$6,000 /AC	\$662,760

Search Result: 1 of 1

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

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the **Columbia County Property Appraiser** solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 9/18/2025 and may not reflect the data currently on file at our office.

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PARCEL NUMBER	ESCROW CD	Millage Code
R07481-003		1

THIS BILL IS FULLY PAID

(AKA PRCL #7 UNR SURVEY):
COMM AT SW COR OF SEC, RUN S
ALONG W LINE SEC 11, 50.60 FT,

PRICE CREEK LLC
291 NW MAIN BLVD
LAKE CITY FL 32055

135 NE Hernando Ave, Suite 125, Lake City, FL 32055
(386) 758-1077

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
CITY OF LAKE CITY					
LAKE CITY	40,596	4.9000	0	40,596	198.92
BOARD OF COUNTY COMMISSIONERS					
GENERAL FUND	40,596	7.8150	0	40,596	317.26
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	40,596	0.7480	0	40,596	30.37
LOCAL	40,596	3.1430	0	40,596	127.59
CAPITAL OUTLAY	40,596	1.5000	0	40,596	60.89
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	40,596	0.2936	0	40,596	11.92
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	40,596	0.0001	0	40,596	0.00

IMPORTANT: All exemptions do not apply to all taxing authorities. Please contact the Columbia County Property Appraiser for exemption/assessment questions.

TOTAL MILLAGE	18.3997	AD VALOREM TAXES	746.95
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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
XLCF CITY FIRE ASSESSMENT	0.00 Unit @311.2600	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
----------------------------	------

COMBINED TAXES AND ASSESSMENTS	746.95	See reverse side for important information
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Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	746.95	-22.41	0.00	724.54	0.00

Kyle Keen, CFC

Columbia County Tax Collector

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

23949.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R07481-003		1

THIS BILL IS FULLY PAID

(AKA PRCL #7 UNR SURVEY):
COMM AT SW COR OF SEC, RUN S
ALONG W LINE SEC 11, 50.60 FT,

PRICE CREEK LLC
291 NW MAIN BLVD
LAKE CITY FL 32055

DO NOT WRITE BELOW THIS PORTION

PLEASE PAY IN US FUNDS TO: KYLE KEEN, TAX COLLECTOR

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	746.95	-22.41	0.00	724.54	0.00

Receipt(s) 2024-24647 on 12/26/24 for \$724.54 by PRICE CREEK LLC

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

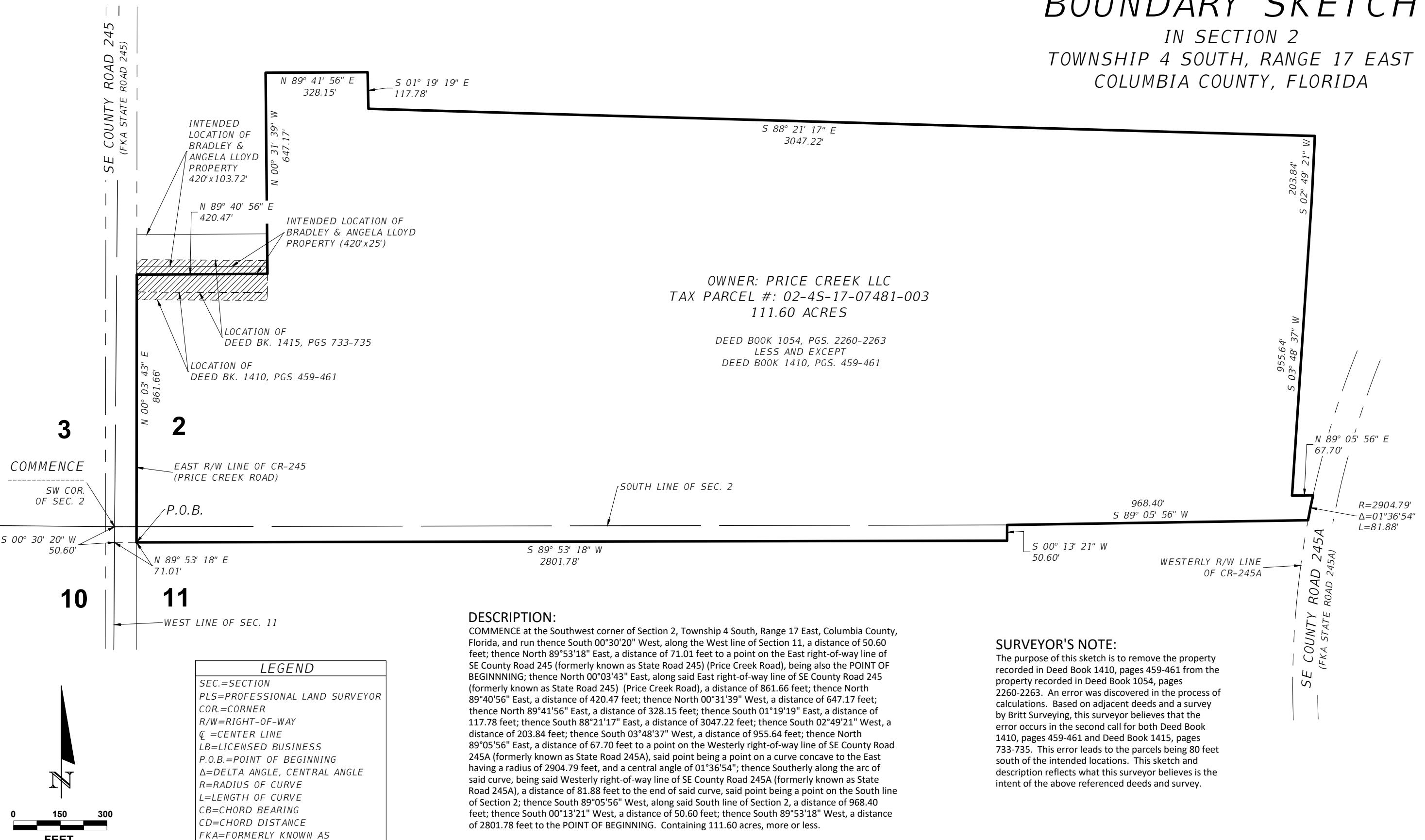
DESCRIPTION

Thursday, September 25, 2025

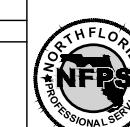
For: Price Creek – 111.60 acres

COMMENCE at the Southwest corner of Section 2, Township 4 South, Range 17 East, Columbia County, Florida, and run thence South $00^{\circ}30'20''$ West, along the West line of Section 11, a distance of 50.60 feet; thence North $89^{\circ}53'18''$ East, a distance of 71.01 feet to a point on the East right-of-way line of SE County Road 245 (formerly known as State Road 245) (Price Creek Road), being also the POINT OF BEGINNING; thence North $00^{\circ}03'43''$ East, along said East right-of-way line of SE County Road 245 (formerly known as State Road 245) (Price Creek Road), a distance of 861.66 feet; thence North $89^{\circ}40'56''$ East, a distance of 420.47 feet; thence North $00^{\circ}31'39''$ West, a distance of 647.17 feet; thence North $89^{\circ}41'56''$ East, a distance of 328.15 feet; thence South $01^{\circ}19'19''$ East, a distance of 117.78 feet; thence South $88^{\circ}21'17''$ East, a distance of 3047.22 feet; thence South $02^{\circ}49'21''$ West, a distance of 203.84 feet; thence South $03^{\circ}48'37''$ West, a distance of 955.64 feet; thence North $89^{\circ}05'56''$ East, a distance of 67.70 feet to a point on the Westerly right-of-way line of SE County Road 245A (formerly known as State Road 245A), said point being a point on a curve concave to the East having a radius of 2904.79 feet, and a central angle of $01^{\circ}36'54''$; thence Southerly along the arc of said curve, being said Westerly right-of-way line of SE County Road 245A (formerly known as State Road 245A), a distance of 81.88 feet to the end of said curve, said point being a point on the South line of Section 2; thence South $89^{\circ}05'56''$ West, along said South line of Section 2, a distance of 968.40 feet; thence South $00^{\circ}13'21''$ West, a distance of 50.60 feet; thence South $89^{\circ}53'18''$ West, a distance of 2801.78 feet to the POINT OF BEGINNING. Containing 111.60 acres, more or less.

BOUNDARY SKETCH
IN SECTION 2
TOWNSHIP 4 SOUTH, RANGE 17 EAST
COLUMBIA COUNTY, FLORIDA



REVISIONS				NORTH FLORIDA PROFESSIONAL SERVICES, INC. P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356	JOB NO. L250924DCA CA# 29011	DANIEL CRAPPS AGENCY, INC.	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				1
							121



NORTH FLORIDA
PROFESSIONAL SERVICES
P.O. BOX 3823
LAKE CITY, FL 32056
PH. 386-752-4675
LIC NO. LB8356

City Council Ordinance No. 2025-2339

Exhibit D



GROWTH MANAGEMENT
205 North Marion Ave
Lake City, Florida 32055
Telephone (386) 719-5754
growthmanagement@lcfla.com

FOR PLANNING USE ONLY

Application # Z _____
Application Fee \$ _____
Receipt No. _____
Filing Date _____
Completeness Date _____

Less Than or Equal to 10 Acres: \$1,850

Greater Than 50 Acres: \$4,800 or actual cost

***All applications may incur professional fees for consulting and other professional services required by the Land Development Administrator. Any professional fees required by the Land Development Administrator will be invoiced and charged to the applicant and must be paid in full before application can be scheduled for any meetings.**

Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application

A. PROJECT INFORMATION

1. Project Name: Price Creek, LLC.
2. Address of Subject Property: N/A
3. Parcel ID Number(s): 02-4S-17-07481-003
4. Future Land Use Map Designation: Existing - Columbia County "Residential, Very Low Density"; Proposed - Industrial
5. Existing Zoning Designation: Columbia County "Rural Residential ("RR")"
6. Proposed Zoning Designation: City of Lake City "Industrial ("I")"
7. Acreage: 111.60
8. Existing Use of Property: Vacant
9. Proposed use of Property: Industrial

B. APPLICANT INFORMATION

1. Applicant Status Owner (title holder) Agent
2. Name of Applicant(s): Brandon M. Stubbs Title: Planning & Grants Manager
Company name (if applicable): North Florida Professional Services ("NFPS")
Mailing Address: P.O. Box 3823
City: Lake City State: FL Zip: 32056
Telephone: (386) 752-4675 Fax: (____) Email: bstubbs@NFPS.net

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder): Price Creek, LLC.
Mailing Address: P.O. Box 16
City: Lake City State: FL Zip: 32056
Telephone: (____) Fax: (____) Email: _____

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?

If yes, list the names of all parties involved: _____

If yes, is the contract/option contingent or absolute: Contingent Absolute

2. Has a previous application been made on all or part of the subject property: Yes No

Future Land Use Map Amendment: Yes _____ No _____

Future Land Use Map Amendment Application No. CPA _____

Site-Specific Amendment to the Official Zoning Atlas (Rezoning): Yes _____ No _____

Site-Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. _____

Variance: Yes _____ No _____

Variance Application No. _____

Special Exception: Yes _____ No _____

Special Exception Application No. _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.

2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).

3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required.

4. An Analysis of the Requirements of Article 12 of the Land Development Regulations:

- a. Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.
- b. The existing land use pattern.
- c. Possible creation of an isolated district unrelated to adjacent and nearby districts.
- d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.
- e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
- f. Whether changed or changing conditions make the passage of the proposed amendment necessary.
- g. Whether the proposed change will adversely influence living conditions in the neighborhood.
- h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
- i. Whether the proposed change will create a drainage problem.
- j. Whether the proposed change will seriously reduce light and air to adjacent areas.

- k. Whether the proposed change will adversely affect property values in the adjacent area.
- l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
- o. Whether the change suggested is out of scale with the needs of the neighborhood or the City.
- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the City's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the City's comprehensive plan.

5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
6. Proof of Ownership (i.e. deed).
7. Agent Authorization Form (signed and notarized).
8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
9. Fee. No application shall be accepted or processed until the required application fees have been paid in full. Any professional fees required by the Land Development Administrator shall be paid before any meetings will be scheduled.
10. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal.
The Growth Management Department shall supply the name and addresses of the property owners, the notification letters and the envelopes to the proponent.

10. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal. The Growth Management Department shall supply the name and addresses of the property Owners, the notification letters and the envelopes to the proponent.

NOTICE TO APPLICANT

All ten (10) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

A total of two (2) paper copies of proposed Comprehensive Plan Amendment Application and support material and a PDF copy on a CD are required at the time of submittal.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Brandon M. Stubbs

Applicant/Agent Name (Type or Print)



Applicant/Agent Signature



Date

STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 1st day of Oct, 2025, by (name of person acknowledging).

(NOTARY SEAL or STAMP)



Signature of Notary



Printed Name of Notary

Personally Known OR Produced Identification _____
Type of Identification Produced _____

City of Lake City – Growth Management Department
205 North Marion Ave, Lake City, FL 32055



October 1, 2025

DATA, ANALYSIS, AND CONCURRENCY REPORT

Application for Amendment to the
City of Lake City Comprehensive
Plan Future Land Use Map & the
Official Zoning Atlas of the Land
Development Regulations

Prepared for:

Price Creek, LLC.

Prepared by:



Brandon M. Stubbs
Planning & Grants Manager,
North Florida Professional Services, Inc.



General Project Information

SUBJECT:

A request for a Large-Scale Comprehensive Plan Amendment to the Future Land Use Map ("FLUM") of the Comprehensive Plan from Columbia County "RESIDENTIAL, VERY LOW DENSITY" to City of Lake City "INDUSTRIAL" and a Site-Specific Amendment to the Official Zoning Atlas ("Rezoning") from Columbia County "RURAL, RESIDENTIAL" ("CO RR") to City of Lake City "INDUSTRIAL" ("I") on an approximate 111.60-acre subject property.

APPLICANT/AGENT:

Brandon M. Stubbs, Planning & Grant Manager,
North Florida Professional Services

PROPERTY OWNER(S):

Price Creek, LLC.

LOCATION:

North of Vacant Agricultural Lands and Single-Family Residences; South of SE Enterprise Court, Hunter Panels, Town Homes, Quest Aviation, Idaho Timber, SE State Road 100, Homes of Merit, Factory Expo Home Center, and Vacant Industrial Lands; East of SE County Road 245, Eastbrook Subdivision, and Suzanne Subdivision; West of SE County Road 245A, RDH Trucking, Academic Recovery & Towing, Commercial Transportation Inspection Services, LLC., and Vacant Industrial Lands; Columbia County, Florida.

PARCEL ID NUMBER(S):

02-4S-17-07481-003

ACREAGE:

±111.60-Acres

EXISTING FLUM

COLUMBIA COUNTY "RESIDENTIAL, VERY LOW DENSITY"

PROPOSED FLUM

CITY OF LAKE CITY "INDUSTRIAL"

EXISTING ZONING

COLUMBIA COUNTY "RURAL, RESIDENTIAL"

PROPOSED ZONING

CITY OF LAKE CITY "INDUSTRIAL"



SUMMARY

The proposed Large-Scale Comprehensive Plan Amendment to the Future Land Use Map of the Comprehensive Plan and Site-Specific Amendment to the Official Zoning Atlas would amend the Future Land Use Map and Official Zoning Atlas Designation of ±111.60-acres. The FLUM Designation is being requested to be amend from Columbia County Residential, Very Low Density to City of Lake City Industrial, and the Official Zoning Atlas (Zoning) Designation is requested to be amended from Columbia County Rural Residential ("Co RR") to City of Lake City Industrial ("I"). The subject property is currently vacant.

Existing FLUM of Subject Property

The Columbia County Residential, Very Low Density FLUM Designations are described as follows in Policy I.1.6 of the Future Land Use Element of the Columbia County Comprehensive Plan:

"Residential land use. Residential land use classifications provide locations for dwelling units at very low, low, moderate, medium, medium/high and high density within the designated urban development areas as defined within this comprehensive plan. Public, charter and private elementary and middle schools are permitted within very low, low and moderate density residential land use classifications. Public, charter and private elementary, middle, medium/high and high schools are permitted within medium and high density residential land use classifications. In addition, churches and other houses of worship, golf courses, country clubs, conference centers, racquet and tennis clubs, cemeteries and mausoleums, private clubs and lodges, home occupations, child care centers, commercial greenhouses and plant nurseries, and other similar uses compatible with residential uses may be approved as special exceptions and be subject to an intensity of 1.0 floor area ratio.

Within the residential land use classifications, notwithstanding the density requirements listed below, any subdivision or planned residential development developed with lots greater than one acre in size shall be limited to 25 such lots. Any lots created pursuant to the floodplain and wetlands policies contained within the conservation element of this comprehensive plan shall not count towards this limit."

Residential very low density	shall be limited to a density of 1.0 dwelling unit per acre;
Residential low density	shall be limited to a density of less than or equal to 2.0 dwelling units per acre;
Residential moderate density	shall be limited to a density of less than or equal to 4.0 dwelling units per acre;
Residential medium density	shall be limited to a density of less than or equal to 8.0 dwelling units per acre;
Residential medium/high density	shall be limited to a density of less than or equal to 14.0 dwelling units per acre;
Residential high density	shall be limited to a density of less than or equal to 20.0 dwelling units per acre.

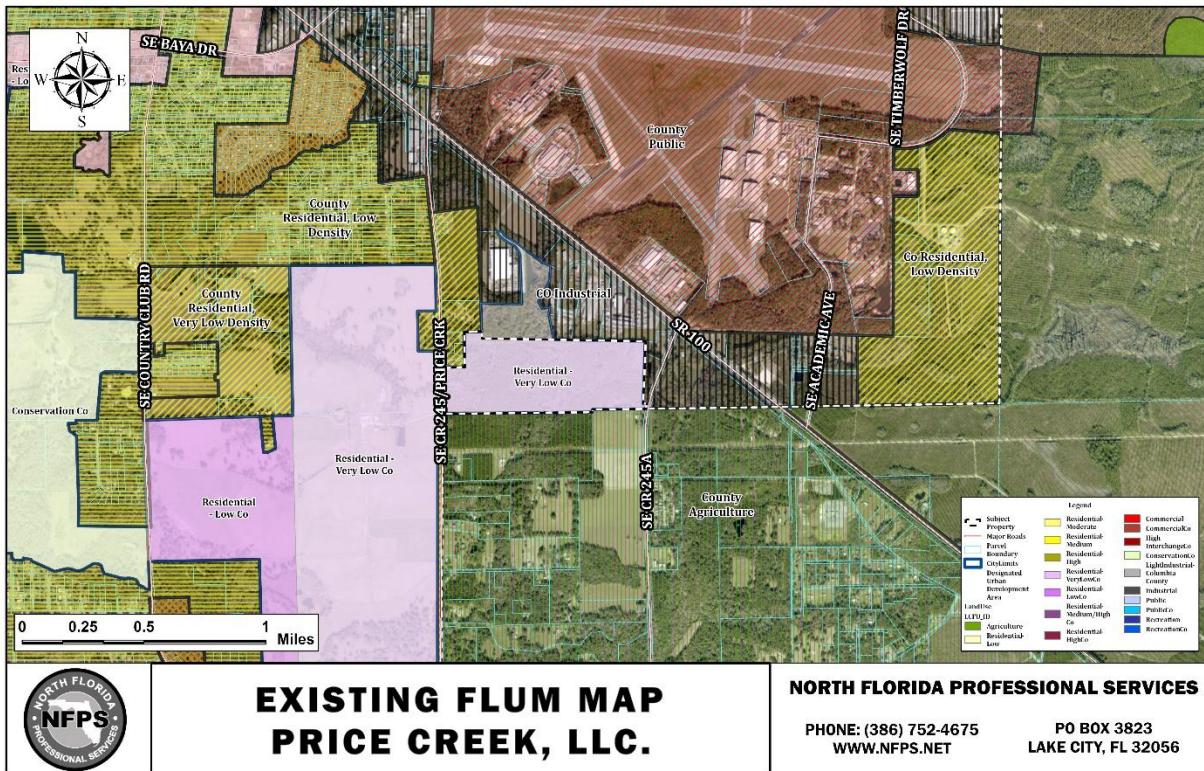
Proposed FLUM of Subject Property

The City of Lake City Industrial FLUM Designation is described as follows in Policy I.1.2 of the Future Land Use Element of the City of Lake City Comprehensive Plan:

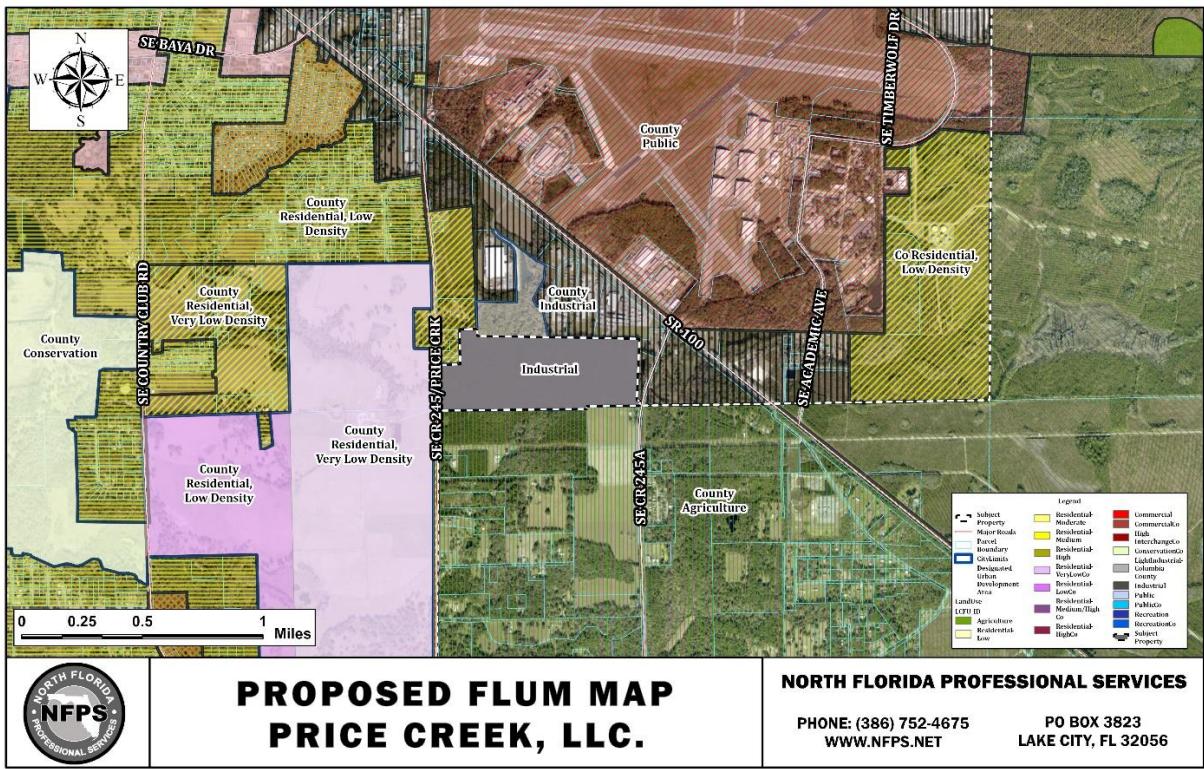
"INDUSTRIAL Lands classified as industrial consist of areas used for the manufacturing, assembly, processing, or storage of products, as well as public, charter and private schools teaching industrial arts curriculum. In addition, off site signs, truck stops and automobile service stations, and other similar uses compatible with industrial uses may be approved as special exceptions. Industrial uses shall be limited to an intensity of less than or equal to 1.0 floor area ratio."



Map 1. Existing FLUM Map

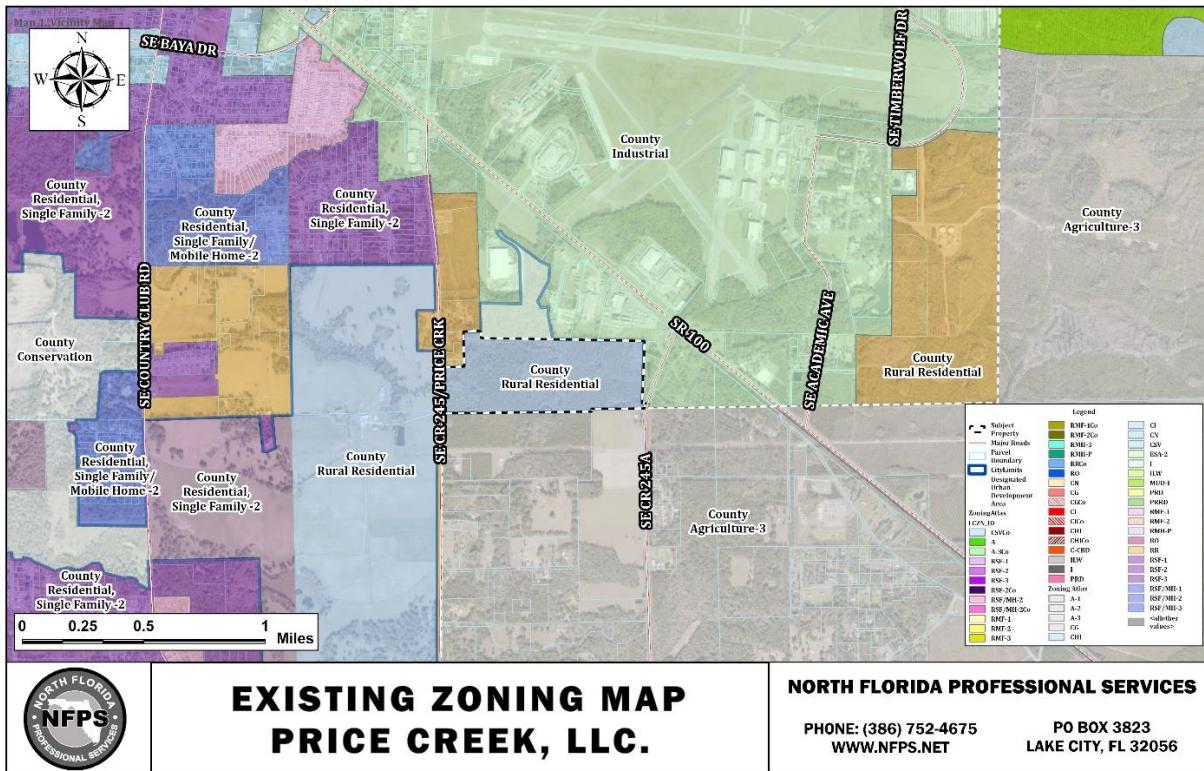


Map 2. Proposed FLUM Map

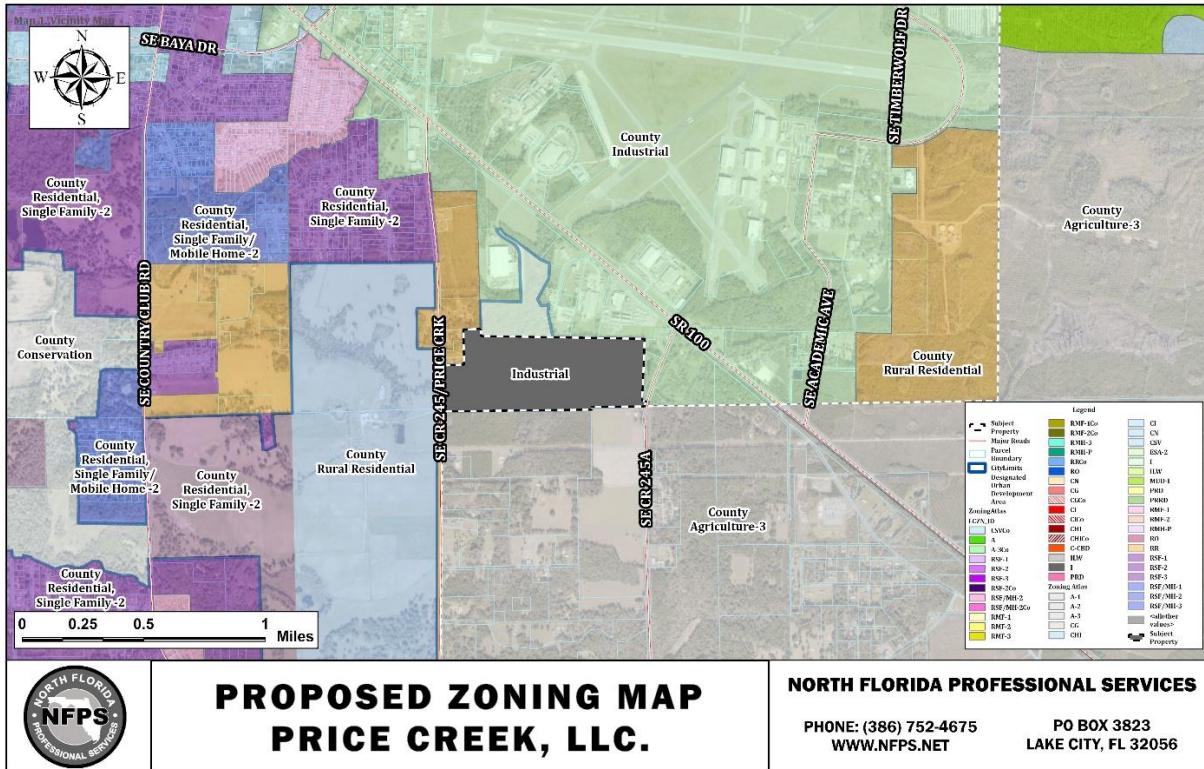




Map 3. Existing Zoning Map



Map 4. Proposed Zoning Map





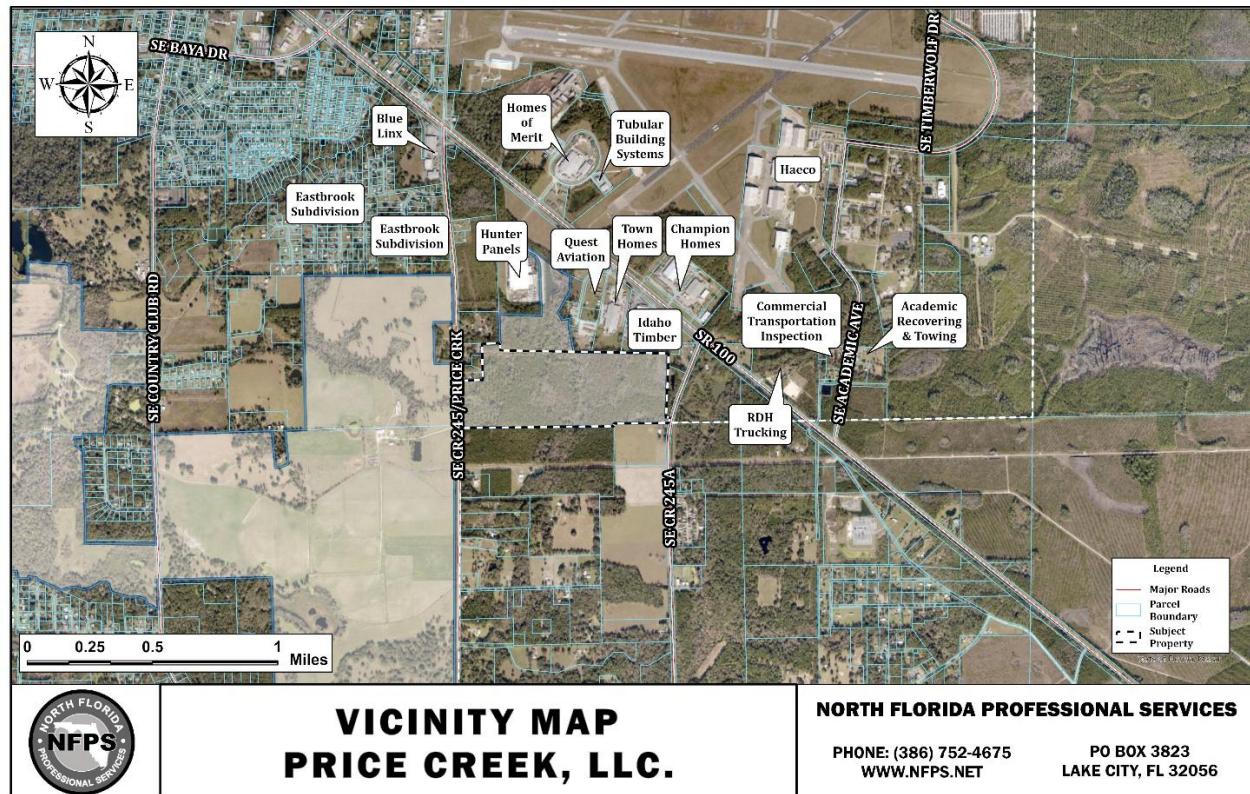
SURROUNDING USE

The existing uses, Future Land Use Map ("FLUM") Designations, and zone districts of the surrounding area are identified in Table 1. Map 1 provides an overview of the vicinity of the subject property.

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	SE Enterprise Ct/Hunter Panels/Quest Aviation/Town Homes/Idaho Timber/SE State Road 100/Home of Merit/Factory Expo Home Center	Residential Low Density/Industrial/ Public	Rural Residential ("RR")/Industrial ("I")
South	Single Family Residences/Vacant Agricultural Lands	Agriculture	Agriculture-3 ("A-3")
East	SE County Road 245A/RDH Trucking/Academic Recovery & Towing/Commercial Transportation Inspection Services, LLC/Vacant Industrial Lands	Industrial	Industrial ("I")
West	SE County Road 245/Eastbrook Subdivision/Suzanne Subdivision/Vacant Residential Lands	Residential Very Low Density/Residential Low Density	Rural Residential ("RR")/Residential, Single Family-2 ("RSF-2")

Map 5. Vicinity Map





As indicated in the chart above, the subject property is surrounded by existing Industrial land use and existing Industrial uses to the North and East. In fact, there are over twelve (12) industrial businesses currently in operation in the vicinity of the subject property. Amending the FLUM of the subject property to Industrial is the logical nexus and progression of the existing Industrial land use in the area. Amending the FLUM to Industrial provides a logical pattern of development and helps support the City's severe need for additional Industrial land use.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

If approved, the applicant proposes to apply for a zoning designation that is consistent with the proposed underlying Future Land Use Map ("FLUM") Designation. Below is a chart of the existing and proposed FLUM Designation and the proposed corresponding zoning designation consistent with said proposed FLUM Designation.

Table 2. Zoning Consistency with Underlying Future Land Use Map Designation

Existing FLUM Designation	Proposed FLUM Designation	Proposed Zoning Designation	Consistent
Columbia County Residential, Very Low Density	City of Lake City Industrial	City of Lake City Industrial	✓

The following Comprehensive Plan Elements have Goals, Objectives, and Policies (GOPs) that support the proposed Future Land Use Map Amendment to the Comprehensive Plan:

- Future Land Use Element
- Transportation Element
- Sanitary Sewer, Solid Waste, Drainage, Potable Water, & Natural Groundwater Aquifer Recharge Element
- Conservation Element
- Capital Improvements Element

An Analysis of Section 15.2 of the Land Development Regulations, which includes a Comprehensive Plan Consistency Analysis, is included in the packet submitted with this report and provides competent and substantial evidence that the proposed amendment is consistent with the Comprehensive Plan and the Goals, Objectives, and Policies (GOPs) therein.

ENVIRONMENTAL CONDITIONS ANALYSIS

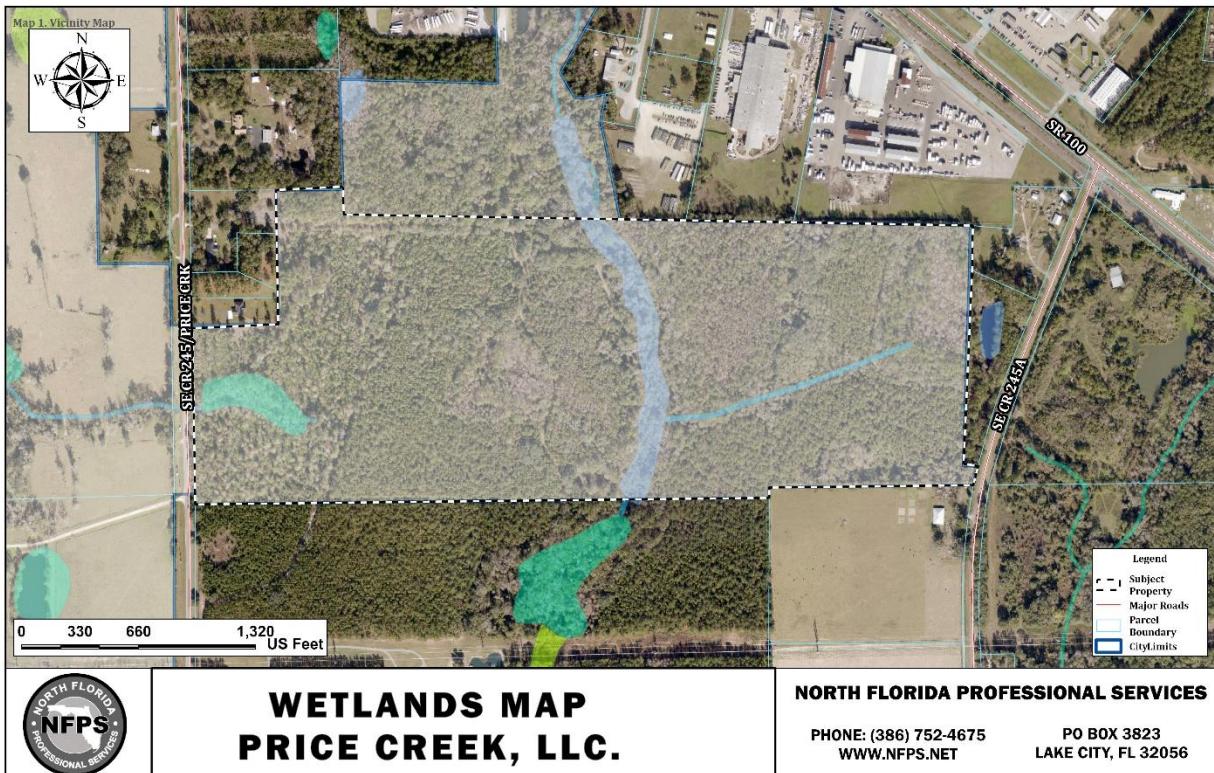
Wetlands

According to Illustration A-VI of the Comprehensive Plan, entitled Wetlands Areas, which is based upon the National Wetlands Inventory, dated 1987, and the National Wetlands Reconnaissance Survey, dated 1981, there are wetlands located on a portion of the subject property.

Evaluation: While there are wetlands located on the subject property, there are large areas suitable for development outside the wetland areas. Further, the County's LDRs and Suwannee River Water Management District have applicable regulations to protect wetlands; therefore, there are no issues related to wetland protection.



Map 6. Wetland Map



Soil Survey

Each soil type found on the subject property is identified below. The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Columbia County, Florida, dated October 1984. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered but are separate factors in predicting runoff). There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have very lower infiltration rates and therefore a higher runoff potential.

There are nine (9) soil types found on the subject property:

- 1) Albany fine sand soils (0 to 5 percent slope) are somewhat poorly drained, nearly level to gently sloping soils on broad flats bordering poorly defined drainageways and in undulating areas. The surface and subsurface layers are comprised of fine sand to a depth of 55 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Albany fine sand soils (0 to 5 percent slope) have severe limitations for building site development and for septic tank absorption fields.



- 2) Blanton fine sand soils (0 to 5 percent slopes) are moderately well drained, nearly level to gently sloping soils on broad ridges and undulating side slopes. The surface and subsurface layers are comprised of fine sand to a depth of 52 inches. The subsoil layer is comprised of fine sandy loam to a depth of 80 inches. Blanton fine sand soils (0 to 5 percent slopes) have slight limitations for building site development and moderate limitations for septic tank absorption fields.
- 3) Chipley fine sand soils (0 to 5 percent slope) are moderately well drained, nearly level to gently sloping soils in somewhat depressed areas and on flats in the uplands. The surface is comprised of fine sand to a depth of 7 inches. Fine sand extends to a depth of 80 inches. Chipley fine sand soils (0 to 5 percent slope) have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 4) Hurricane fine sand soils are somewhat poorly drained, nearly level soils on flats and in areas adjacent to depressions and poorly defined drainageways. The surface and subsurface layers are comprised of fine sand to a depth of 56 inches. The subsoil layer is comprised of fine sand to a depth of 80 inches or more. Hurricane fine sand soils have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 5) Mascotte fine sand soils are poorly drained, nearly level soils around wet depressions on uplands and throughout the flatwoods. The surface and subsurface layers are comprised of fine sand to a depth of 15 inches. The subsoil layer is comprised of fine sand, fine sandy loam and loamy sand to a depth of 80 inches or more. Mascotte fine sand soils have severe limitations for building site development and for septic tank absorption fields.
- 6) Ocilla fine sand soils are somewhat poorly drained, gently sloping soils on undulating landscapes in the uplands. The surface and subsurface layers are comprised of fine sand to a depth of 32 inches. The subsoil layer is comprised of fine sandy loam to a depth of 68 inches. Ocilla fine sand soils have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 7) Plummer fine sand, occasionally flooded soils are poorly drained, nearly level soils on flood plains of rivers and streams. The surface and subsurface layers are comprised of fine sand to a depth of 59 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches. Plummer fine sand, occasionally flooded soils have severe limitations for building site development and for septic tank absorption fields.
- 8) Sapelo fine sand soils are poorly drained, nearly level soils in the flatwoods. The surface and subsurface layers are comprised of fine sand to a depth of 57 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Sapelo fine sand soils have moderate limitations for building site development and severe limitations for septic tank absorption fields.
- 9) Surrency fine sand soils are poorly drained, nearly level soils in depressions, near shallow ponds and along drainageways. The surface and subsurface layers are comprised of fine sand to a depth of 30 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Surrency fine sand soils have severe limitations for building site development and for septic tank absorption fields.



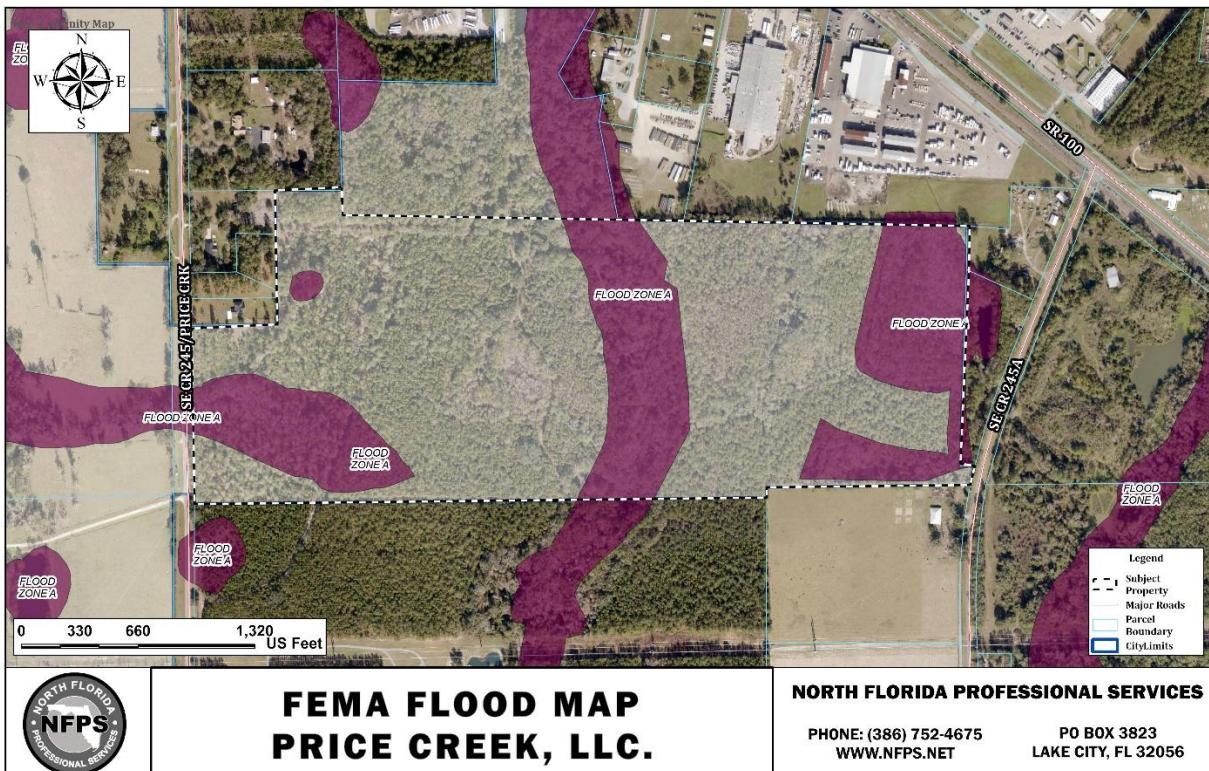
Evaluation: The soil type predominantly found on the subject property is Albany Fine Sand. Albany Fine Sand poses severe limitations for building development and severe limitations for septic tank absorption field. All soils located on-site pose severe limitations for building development and septic tank absorption fields; however, these are not obstacles that cannot be overcome through best engineering practices. During the site and development phase, soil conditions will have to be factored into the proposed development.

Flood Potential

Panel 0170C of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated November 2, 2018, indicates that the subject property is in Flood Zone "X" (areas determined to be outside of the 500-year floodplain) and Flood Zone "A" (areas inundated by the annual one (1) percent chance of flood where Base Flood Elevations have not been established).

Evaluation: The subject property has portions inside the annual one percent chance of flood and outside the annual one percent chance of flood. Development will be concentrated on the area not subject to flooding. Therefore, there is no concern of flooding on the subject property.

Map 7. FEMA Flood Zone Map





Stream to Sink

According to the Stream to Sink Watersheds, prepared by the Suwannee River Water Management District and adopted by the Board of County Commissioners, dated June 2, 2001, the subject property is not located within a stream to sink area.

Evaluation: Given the subject property is not located within a Stream to Sink Watershed,, there is no concern related to Stream to Sink Watersheds.

Minerals

According to Illustration A-VII of the Comprehensive Plan, entitled Minerals, which is based upon Natural Resources, prepared by the Florida Department of Environmental Protection, 2012, the subject property is within an area known to contain Clayey Sand.

Evaluation: There are no issues related to minerals

Historic Resources

According to Illustration A-II of the Comprehensive Plan, entitled Historic Resources, which is based upon the Florida Division of Historical Resources, Master Site File, dated 2013, there are no known historic resources located on the subject property.

Evaluation: There are no issues related to historic Resources.

Aquifer Vulnerability

According to the Columbia County Floridan Aquifer System Protection Zone Map, prepared by the Advance GeoSpatial Inc., dated September 29, 2009, the subject property is located in a vulnerable area.

Evaluation: While the subject property is located in a vulnerable area, there is no issue related to aquifer vulnerability.

Vegetative Communities/Wildlife

According to Illustration V-I of the Data and Analysis Report, entitled Vegetative Communities, the subject property is located within a non-vegetative community.

Evaluation: There is no known wildlife habitats associated with a non-vegetative community; therefore, there is no issue related to vegetative communities or wildlife.



PUBLIC FACILITIES IMPACT

Traffic Impact

Table 3. Affected Comprehensive Plan Roadway Segments¹

Segment Number ²	Segment Description	Lanes	Functional Classification	Area Type	LOS
43(69)	State Road 100 (From Lake City's Urban Area Boundary to County's East Boundary)	2U	Minor Arterial	Highway Rural	D

¹ Source: Columbia County Comprehensive Plan, Capital Improvements Element.² FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.**Table 4. Existing Trip Generation¹**

Land Use	AADT ²	PM Peak Hour ³
Single Family ¹ (ITE Code 210)	1,047	111
Total	1,047	111

¹ Source: ITE Trip Generation, 10th Edition.² Formula: AADT – ITE, 10th Edition – 9.44 trips per dwelling unit x 111 dwelling units = 1,047 AADT³ Formulas: PM Peak – ITE, 10th Edition – 1.00 trips per dwelling unit x 111 dwelling units = 111 PM Peak Trips**Table 5. Proposed Trip Generation¹**

Land Use	AADT ²	PM Peak Hour ³
Industrial Park ¹ (ITE Code 130)	4,095	121
Total	4,095	121

¹ Source: ITE Trip Generation, 10th Edition.² Formula: AADT – ITE, 10th Edition – 3.37 trips per thousand square feet x 1,215,324 square feet = 4,095 AADT³ Formulas: PM Peak – ITE, 10th Edition – 0.40 trips per thousand square feet x 1,215,324 square feet = 121 PM Peak Trips**Table 6. Net Increase Trip Generation¹**

Land Use	AADT	PM Peak Hour
Industrial Park (Proposed) (ITE Code 130)	4,095	121
Single Family (Existing) (ITE Code 210)	1,047	111
Net Increase	3,048	10

Table 7. Projected Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	S.R. 100 Segment 43(69) ¹
Maximum Service Volume ²	14,200
Existing Traffic ³	4,600
Reserved Trips ⁴	0
Available Capacity ⁴	9,600
Projected Daily Trips	3,048
Residual Capacity	6,552
PM Peak Hour Traffic Analysis	S.R. 100 Segment 43(69) ¹
Maximum Service Volume ²	1,350
Existing Traffic ³	437



Reserved Trips ⁴	0
Available Capacity ⁴	913
Projected PM Peak Hour Trips	10
Residual Capacity	903

¹ FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
² Source: FDOT 2023 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Rural Undeveloped Areas.
³ Florida Department of Transportation, District II, 2024 Annual Average Daily Traffic Report.
⁴ Source: Columbia County Concurrency Monitoring Report.

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) of the roadway segment identified above; therefore, the demand generated by the development is acceptable.

Potable Water Impacts

The subject property is located within a community potable water system service area. The subject property will be served potable water via City of Lake City Potable Water System. The Lake City Potable Water System is anticipated to meet or exceed the adopted level of service standard for potable water established within the Comprehensive Plan. **Note: Calculations are based upon Chapter 64E-6.008, F.S.**

The existing density allows 111 dwelling units. An average dwelling unit utilizes approximately 100 Gallons Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $(100 \text{ GPC} \times 2.67 \text{ PPH}) \times 111 = 29,637 \text{ Gallons Per Day}$

The proposed Future Land Use Map Designation is Industrial. An Industrial Park generates approximately 22.5 Gallons Per Day of Potable Water per employee per day. Per the U.S. Green Building Council, Industrial Parks have an average of one employee per 500 square feet. The proposed amendment could generate a gross floor area of 1,215,324 square feet. $[(1,215,324/500) \times 22.5] = 54,689 \text{ Gallon Per Day}$

Net Increase: 54,689 GPD - 29,637 GPD = 25,052 GPD

Table 8. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity ¹	9,000,000
Less Actual Potable Water Flows ¹	3,613,573
Reserved Capacity ²	0
Projected Impacts from Development	25,052
Residual Capacity	5,361,375
Percentage of Permitted Design Capacity Utilized	40.43%

Sources:

1. City of Lake City Utility Department, October 2025.
2. Table 1



Sanitary Sewer Impacts

The subject property is not located within a community centralized sanitary sewer system service area. The subject property will be served via private sewer system. The private sewer system is anticipated to meet or exceed the adopted level of service standard for sanitary sewer established within the Comprehensive Plan. *Note: Calculations are based upon Chapter 64E-6.008, F.S.*

The existing density allows 111 dwelling units. An average dwelling unit utilizes approximately 100 Gallons Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $(101 \text{ GPC} \times 2.67 \text{ PPH}) \times 111 = 29,637 \text{ Gallons Per Day}$

The proposed Future Land Use Map Designation is Industrial. An Industrial Park generates approximately 17.5 Gallons Per Day of Sanitary Sewer per employee per day. Per the U.S. Green Building Council, Industrial Parks have an average of one employee per 500 square feet. The proposed amendment could generate a gross floor area of 1,215,324 square feet. $[(1,215,324/500) \times 17.5] = 42,536 \text{ Gallon Per Day}$

Net Increase: 42,536 GPD – 29,637 GPD = 12,899 GPD

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) for sanitary sewer facilities; therefore, the demand generated by the development is acceptable.

Solid Waste Impacts

Solid waste facilities for uses to be located on the site are provided at the sanitary landfill. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The existing density allows 111 dwelling units. An average dwelling unit utilizes approximately 0.73 tons (1,460 lbs) per year per person. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $[(1,460 \text{ Lbs Per Year Per Person} \times 2.67 \text{ PPH}) \times 111] / 365 = 1,201 \text{ pounds of solid waste generated per day.}$

The applicant proposes an Industrial Future Land Use Map Designation. The proposed use as an Industrial Park generates approximately 5.5 lbs of solid waste per thousand square feet per day. The proposed development could generate a gross floor area of 1,215,324 square feet. $(5.5 \text{ Lbs Per Thousand Square Feet} \times 1,215,324 \text{ Square Feet}) = 6,684.28 \text{ pounds of solid waste generated per day.}$

Net Increase: 6,684.28 lbs per day – 1,201 lbs per day = 5,483.28 lbs per day

Total County average solid waste disposal per day (including municipalities) = 471,300 pounds per day.

Based upon the annual projections of solid waste disposal at the landfill for 2025, 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 Industrial uses.

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) of solid waste facilities; therefore, the demand generated by the development is acceptable.

Recreation Facilities

Given the proposed amendment is Industrial in nature, no impacts to recreation are anticipated.

Public School Facilities

Given the proposed amendment is Industrial in nature, no impacts to Public Schools are anticipated.

Conclusion

This analysis of the proposed amendments to the Future Land Use Map of the Comprehensive Plan and Site-Specific Amendment to the Official Zoning Atlas provides competent and substantial evidence for the adoption of the proposed amendments. The subject property is surrounded on the North and West sides by existing Industrial land, there are over twelve (12) existing industrial businesses in the general area, there are no existing residential neighborhoods within $\pm 1,600$ feet of the subject property, the subject property is suitable for industrial use, the subject property being industrial is a rational nexus to existing industrial uses, and the subject property being amended to industrial is the only logical pattern of development.



Comprehensive Plan & Section 15.2 Analysis

This analysis analyzes amending the Future Land Use Map ("FLUM") Designation of approximately 111.60 acres from Columbia County Residential, Very Low Density (\leq One (1) Dwelling Unit Per Acre) to City of Lake City Industrial and amending the Official Zoning Atlas Designation from Columbia County Rural, Residential ("RR") to City of Lake City Industrial ("I").

1. Conformity with the Comprehensive Plan and the effects upon the Comprehensive Plan.

FUTURE LAND USE ELEMENT

Policy I.1.1 The location of higher density residential, high intensity commercial and heavy industrial uses shall be directed to areas adjacent to arterial or collector roads, identified on the Future Traffic Circulation Map, where public facilities are available to support such higher density or intensity.

Analysis: The subject property has direct access to SE County Road 245 (Price Creek Road) which is identified in Illustration A-IX "Future Transportation Map 2032" of the City of Lake City Comprehensive Plan as a Major, Collector RURAL. Therefore, the proposed amendment to Industrial is supported by Policy I.1.1 of the Future Land Use Element.

INDUSTRIAL Lands classified as industrial consist of areas used for the manufacturing, assembly, processing, or storage of products, as well as public, charter and private schools teaching industrial arts curriculum. In addition, off site signs, truck stops and automobile service stations, and other similar uses compatible with industrial uses may be approved as special exceptions. Industrial uses shall be limited to an intensity of less than or equal to 1.0 floor area ratio.

Analysis: The subject property's highest and best use is to be utilized as Industrial. The existing uses in the surrounding area and adjacent to the north and east are Industrial. It is only logical that the subject property continues the Industrial use within the area. Existing Industrial uses in the vicinity consist of Hunter Panels, Blue Linx, Quest Aviation, Townhomes, Idaho Timber, Homes of Merit, Tubular Building Systems, and more.

Policy I.1.3 The City shall continue to allocate amounts and types of land uses for residential, commercial, industrial, public, and recreation to meet the needs of the existing and projected future populations and to locate urban land uses in a manner where public facilities may be provided to serve such urban land uses. (Urban land uses shall be herein defined as residential, commercial and industrial land use categories).

Analysis: The request is to amend the Future Land Use Map Designation of the subject property to Industrial. Currently, the City consists of a total of $\pm 9,573.3$ acres, a total of ± 316.4 acres are City Industrial FLUM. Only approximately 3.8% of the total acreage within the City Limits is Industrial. A City must have between 5% to 15% of its land designated for Industrial in order to promote industry, job growth, and accommodation for Industrial uses. The City is severely lacking in ready Industrial Land Use. Therefore, the proposed amendment furthers Policy I.1.3 by assisting in the allocation on Industrial Land Use need to accommodate the existing and future needs of the City.

Policy I.1.4 The City shall continue to limit the designation of residential, commercial and industrial lands depicted on the Future Land Use Plan map to acreage which can be reasonably expected to develop.

Analysis: The subject property is adjacent to existing Industrial land use with existing Industrial uses. As such, as a natural progression of growth, it is reasonable and expected that Industrial development is reasonably expected to develop adjacent to existing Industrial development. Therefore, the proposed land use amendment is consistent with Policy I.1.4 of the Future Land Use Element,

TRANSPORTATION ELEMENT

OBJECTIVE II.1 The City shall establish a safe, convenient and efficient level of service standard which shall be maintained for all roadways.

Analysis: As indicated in the traffic impact assessment included in the Data & Analysis Report, the proposed development will not degrade the level of service standard for any roadway segments to an unsafe level or degrade the level of service.

OBJECTIVE II.2 The City shall require that all traffic circulation system improvements be consistent with the land uses shown on the future land use plan map, limiting higher density and higher intensity land use locations to be adjacent to collector or arterial roads, as identified on the Future Transportation Map.

Analysis: As previously stated, subject property has direct access to SE County Road 245 (Price Creek Road) which is identified in Illustration A-IX "Future Transportation Map 2032" of the City of Lake City Comprehensive Plan as a Major, Collector RURAL. Further, it is anticipated that the proposed development could connect to State Road 100 through the County's existing Industrial Park. State Road 100 has a Functional Classification of Minor Arterial according to the Transportation Element of the Columbia County Comprehensive Plan. Currently, the City of Lake City does not have any properties that have access to State Road 100; therefore, the City's Comprehensive Plan does not address this roadway segment.

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT

OBJECTIVE IV.7 The City shall continue to require that no sanitary sewer facility have any discharge into high groundwater recharge areas, direct discharge to sinkholes and/or not allow systems that allow lateral percolation to streams, recharge areas or sinkholes.

Policy IV.7.1 The City shall prohibit the direct discharge of any sanitary sewer facility into a high groundwater recharge area.

Policy IV.7.2 The City shall prohibit the discharge of untreated stormwater into sinkholes

Policy IV.7.3 The City shall continue to provide that during the development review process, all proposed development within the drainage basin of any designated priority water body shall be coordinated with the Water Management District and ensure that any proposed development is consistent with any approved management plans within that basin.

OBJECTIVE IV.8 The City shall continue to coordinate with the Water Management District to protect the functions of natural groundwater recharge areas and natural drainage features, by requiring that all developments requiring subdivision approval be reviewed by the Water Management District prior to approval of construction plans.

Policy IV.8.1 The City shall continue to provide for the limitation of development adjacent to natural drainage features to protect the functions of the feature.

Policy IV.8.2 The City shall continue to provide for the limitation of development and associated impervious surfaces in high groundwater aquifer recharge areas as designated by the Water Management District and depicted in Appendix A of this Comprehensive Plan to protect the functions of the recharge area.

Analysis: The subject property is not located within a High Groundwater Aquifer Recharge Area and no sanitary sewer shall directly discharge into a High Groundwater Aquifer Recharge Area. Further, no stormwater shall be directly discharged into any wetlands, sinkholes, or other environmentally sensitive features. Prior to development, the subject property will be required to obtain permitting for stormwater management via the Suwannee River Water Management District ("SRWMD"). Any development shall be required to comply with the objectives and policies of IV.7 and IV.8 of the Comprehensive Plan.

CONSERVATION ELEMENT

OBJECTIVE V.2 The City in order to protect the quality and quantity of current and projected water sources, hereby establishes a 500 foot wellfield protection area around community water system wells. In addition, the City in order to protect high ground water recharge areas shall limit development in these areas as specified in the high

groundwater aquifer recharge protection policy of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of this Comprehensive Plan.

Analysis: The subject property is not within 500-feet of a wellfield. Therefore, shall not impact the City's Wellfield Protection Area.

Policy V.2.4 The City shall continue to require a 35-foot natural buffer around all wetlands and prohibit the location of residential, commercial and industrial land uses within the buffer areas, but allow resource-based recreational activities within buffer areas.

Analysis: All wetlands on the subject property shall be preserved and a buffer of 35- feet shall be kept around any wetlands.

Policy V.2.5 The City shall, through the development review process, require that post-development runoff rates and pollutant loads do not exceed pre-development conditions.

Policy V.2.6 The City shall continue to require all new development to maintain the natural functions of natural flood storage, pollution alternatives, in wetlands and 100-year floodprone areas.

Analysis: During the development process, a SRWMD Environmental Resource ("ERP") Permit shall be required. A requirement of the ERP Permit requires post-development runoff rates and pollutant loads that do not exceed pre-development runoff rates and pollutant loads. Further, through the ERP Permitting process, any discharge in a flood zone or wetland requires pre-treating of the stormwater prior to discharging into such features.

Policy V.2.10 The City's land development regulations shall require a 35-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks and prohibit the location of residential, commercial and industrial land uses within the buffer areas, but allow resource-based recreational activities within buffer areas.

Analysis: During the development phase, any development shall not be located within 35-feet of a perennial rivers, streams, and creeks.

CAPITAL IMPROVEMENTS ELEMENT

OBJECTIVE VIII.2 The City shall require that all decisions regarding the issuance of development orders and permits shall be consistent with the established level of service standards adopted for public facilities within the Comprehensive Plan.

Analysis: As indicated in the Concurrency Impact Analysis within the Data and Analysis Report, the proposed development will not diminish the level of service adopted for any public facility within the Comprehensive Plan.

2. The existing land use pattern.

Analysis: The subject property is adjacent to the North and East to properties designated with a Columbia County Industrial Future Land Use Map Designation and Industrial ("I") Zoning Designation. Thus, there is an existing Industrial land use pattern. Amending the FLUM Designation of the subject property to Industrial is a logical pattern and removes a pocket of Residentially zoned land between existing Industrial and Agricultural to the South.

The land use pattern in the area has long been established as Industrial since the 1950's. Including a lumber yard/manufacturing company that has been established since the late 60's. While there are residential subdivisions in the general vicinity of the subject property, they were developed after the existing Industrial uses in the area. Further, the subject property is much further away from the existing residential subdivisions than other existing Industrial uses that are immediately adjacent to the residential subdivisions. In fact, the closest residential subdivision to the subject property is over a quarter mile away from the subject property. Therefore, there are no issues relating to compatibility of Industrial and Residential uses. As previously stated, the residential uses exist adjacent to Industrially zoned property and uses. Amending the FLUM Designation of the subject property will not affect the Residential properties in the area.

3. The creation of an isolated district unrelated to adjacent and nearby districts.

Analysis: The subject property is surrounded by Industrial FLUM to the North and the East. Amending the FLUM to Industrial continues the logical pattern of land use and creates a more cohesive land use pattern.

4. The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.

Analysis: The proposed amendment does not affect population density since an Industrial FLUM Designation is proposed. Further, as indicated in the Concurrency Impact Analysis of the Data and Analysis Report, there are not negative impacts on the level of service standard for public facilities.

5. The existing district boundaries in relation to existing conditions on the property proposed for change.

Analysis: As previously stated, the subject property is adjacent to the North and East to properties designated with a Columbia County Industrial Future Land Use Map Designation and Industrial ("I") Zoning Designation. Thus, there is an existing Industrial land use pattern. Amending the FLUM Designation of the subject property to Industrial is a logical pattern and removes a pocket of Residentially zoned land between existing Industrial and Agricultural to the South.

6. Changed or changing conditions which justify the recommended action on the proposed amendment.

Analysis: When establishing Future Land Use Designations and areas intended for various types of growth, it is difficult to include every property intended for a specific type of use. For instance, the adjacent properties to the North and East share a common Section fractional line. When deciding the boundaries between two anticipated uses, it would have been much easier to arbitrarily utilize a Section fractional line than be parcel specific. While district boundaries are generally intended to encompass all areas foreseen to be utilized for a specific purpose, not always does that happen. So, as time dictates where certain land uses and development are located, there is a natural progression for the change in land use to accommodate these uses.

Such has happened with the subject property. As all the Industrial Land Use has been bought up and utilized, it became a natural progression and logical pattern of development to amend the FLUM for the subject property to Industrial. Further, the City of Lake City is severely lacking in Industrial Zoned lands. It was only a matter of time before the subject property would naturally become utilized for Industrial purposes.

7. The impact of the proposed change upon living conditions in the neighborhood.

Analysis: As previously mentioned, the subject property is over a quarter mile away from any residential subdivisions or neighborhoods. These subdivisions/neighborhoods are currently adjacent to industrial uses. Industrial uses that existed well before the residential uses. Therefore, the Residential uses in the area knew about the existing Industrial uses and land use prior to establishment of the Residential use. There is a term in the planning and legal world called, "Coming to the Nuisance". In other words, if an incompatible use were to be established after an existing use which may be considered a nuisance, then the incompatible use that came after the nuisance would have no claim or argument against the prior existing nuisance. Such is the case with any Residential uses within the area.

8. The impact of the proposed change upon traffic with particular regard to congestion or other public safety matters.

Analysis: As indicated in the Concurrency Impact Analysis in the Data and Analysis Report, the proposed development will not degrade the level of service of any public facilities. Therefore, there are no issues regarding the proposed change related to traffic congestion and safety. Further, at the development phase, any access shall be evaluated and any improvements to address access and/or traffic shall be required.

9. The impact of the proposed change upon drainage.

Analysis: The proposed amendment will have no negative impact on drainage. In fact, during the permitting phase with the SRWMD, any development shall be required to obtain an ERP Permit. ERP Permitting requirements are very stringent and typically result high quality and quantity of stormwater management and drainage on-site. Therefore, drainage will be improved during the development phase.

10. The impact of the proposed change upon light and air to adjacent areas.

Analysis: The proposed amendment will have no impact upon light and air to the adjacent areas. While some industrial uses may create odors, it would not be any greater than those existing in the area. Therefore, the proposed use will not create any air quality issues greater than the existing Industrial uses in the area.

11. The impact of the proposed change upon property values in the adjacent area.

Analysis: There is no correlation that provides evidence that expanding an existing Industrial area affects the property values of the adjacent area. The Industrial land use and existing Industrial uses already exist in the area. Amending the FLUM of an adjacent property to Industrial FLUM when the entire area to the North and West consist of Industrial lands and uses will not affect property values of the adjacent area.

12. The impact of the proposed change upon the improvement or development of adjacent property in accordance with existing regulations.

Analysis: The proposed amendment from a Residential Land Use to an Industrial Land Use will not impede development on adjacent properties. However, not amending the FLUM to Industrial could impede development on the subject property since residential development is not the most conducive use of the subject property.

13. The granting of special privilege to an individual owner as contrasted with the needs of the overall public welfare.

Analysis: Approving the proposed amendment does not concede any special privilege to the property owner that is not afforded by any other property owner. Nor does approving the amendment grant a special privilege out of contrast with the needs of the overall public welfare.

14. Substantial reasons why, if any, the property cannot be used in accordance with existing zoning.

Analysis: The subject property is immediately adjacent to Industrial Zoned lands to the North and to the East. To the south, there are Agriculturally Zoned lands. The existing land use is not the more conducive land use and is a single Residentially

Zoned property sandwiched between Industrial lands and Agricultural Lands. The logical pattern of development would be to continue the Industrial land use with is more compatible with Agricultural uses than Residential uses.

15. The impact of the proposed change with regard to the scale of needs of the neighborhood or the City.

Analysis: As previously stated, the City is severely lacking in Industrially zoned lands. The proposed amendment will provide much needed Industrial property for industry, job growth, and quality of life.

16. The availability of alternate adequate sites in the City in districts already permitting such use.

Analysis: The subject property is adjacent to existing Industrial uses. It would be illogical to create a random pocket of Industrial in lieu of expanding an existing Industrial zoned area. Therefore, there are no other logical sites available as an alternative.

Rec. 2700
Oct. 9, 126-60

THIS INSTRUMENT WAS PREPARED BY:

TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

RETURN TO:

TERRY McDAVID
POST OFFICE BOX 1328
LAKE CITY, FL 32056-1328

File No. 05-432 & 433

Property Appraiser's
Parcel Identification No.
02-45-

Inst:2005019442 Date:08/11/2005 Time:14:42
Doc Stamp-Deed : 9126.60
ZMK DC,P.Dewitt Cason,Columbia County B:1056 P:2254

WARRANTY DEED

THIS INDENTURE, made this 11th day of August 2005, BETWEEN SANDRA S. TURMAN, individually, and as Trustee of the SANDRA S. TURMAN LIVING TRUST dated October 2, 2002, whose post office address is 4276 NW Wisteria Drive, Lake City, Florida 32055, of the County of Columbia, State of Florida, grantor*, and PRICE CREEK, LLC, a Florida Limited Liability Company, whose document number assigned by the Secretary of State of Florida is L [REDACTED] and whose Federal Tax I.D. Number is [REDACTED] *, whose post office address is 2806 US Highway 90 West, Suite 101, Lake City, Florida 32055, of the County of Columbia, State of Florida, grantee*.

WITNESSETH: that said grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION.

SUBJECT TO: Restrictions, easements and outstanding mineral rights of record, if any, and taxes for the current year.

N.B.: Neither the Grantor nor any member of her family live or reside on the property described herein or any land adjacent thereto or claim any part thereof or any land adjacent thereto as their homestead.

*N.B.: THE PURPOSE OF INCLUDING THE DOCUMENT NUMBER AND THE FEDERAL TAX I.D. NUMBER OF THIS GRANTEE IS TO AVOID CONFUSION BETWEEN THIS GRANTEE AND ANY OTHER LIMITED LIABILITY COMPANY OF THE SAME OR SIMILAR NAME.

and said grantor does hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons
whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand
and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

(First Witness)
Terry McDavid
Printed Name

Mr. S.

W. H. H.

(Second Witness)
Myrtle Ann McElroy

HYVIE ANN MCBRIDE
Printed Name

Printed Name

Sandra S. Turman (SEAL)
Sandra S. Turman, Individually,
and as Trustee of the Sandra S.
Turman Living Trust dated
October 2, 2002

Inst:2005019442 Date:08/11/2005 Time:14:42
Doc Stamp-Deed : \$126.80
DC,P.Dewitt Cason,Columbia County B:1054 P:2255

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 11th day of August 2005, by SANDRA S. TURMAN, individually, and as Trustee of the SANDRA S. TURMAN LIVING TRUST dated October 2, 2002. She is personally known to me and did not take an oath.

Notary Public
My Commission Expires:



EXHIBIT "A"

PARCEL NO. 7:

A part of the South 1/2 of Section 2 and the North 1/2 of Section 11, all in Township 4 South, Range 17 East, Columbia County, Florida, more particularly described as follows: Commence at the Southwest Corner of said Section 2 and run S 00°30'20"W, along the West Line of said Section 11, a distance of 50.60 feet; thence N 89°53'18"E, a distance of 71.01 feet to a point on the East Right-of-Way Line of State Road #245 (Price Creek Road) for a POINT OF BEGINNING; thence N 00°03'43"E, along said East Right-of-Way Line, a distance of 886.66 feet to a rebar and cap; thence N 89°40'56"E, a distance of 420.21 feet to a rebar and cap; thence N 00°31'39"W, a distance of 622.17 feet to a concrete monument; thence N 89°41'56"E, a distance of 328.15 feet; thence S 01°19'19"E, a distance of 117.78 feet; thence S 88°21'17"E, a distance of 3047.22 feet; thence S 02°49'21"W, a distance of 203.84 feet; thence S 03°48'37"W, a distance of 955.64 feet; thence N 89°05'56"E, a distance of 67.70 feet to the Westerly Right-of-Way Line of State Road #245A; thence Southerly along the arc of a curve to the left on said Right-of-Way having a radius of 2904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to a concrete monument at its intersection with the South Line of said Section 2; thence S 89°05'56"W, along said South Line a distance of 968.40 feet; thence S 00°13'21"W, a distance of 50.60 feet; thence S 89°53'18"W, a distance of 2801.78 feet to the POINT OF BEGINNING.
COLUMBIA COUNTY, FLORIDA.

Inst:2005019442 Date:08/11/2005 Time:14:42
Doc Stamp-Deed : 9126.60
DC,P.Dewitt Cason,Columbia County B:1054 P:2256

ARTICLES OF ORGANIZATION FOR

PRICE CREEK, LLC

ARTICLE I - Name:

The name of the Limited Liability Company is: Price Creek, LLC

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

2806 US Highway 90 West, Suite 101
Lake City, FL 32055

ARTICLE III - Duration:

The company shall commence its existence on the date these articles of organization are filed by the Florida Department of State. The company's existence shall be perpetual, unless the company is earlier dissolved as provided in these articles of organization.

ARTICLE IV - Management:

The Limited Liability Company is to be managed by the members and the names and addresses of the managing members are:

Daniel Crapps
2806 US Highway 90 West, Suite 101
Lake City, FL 32055

Richard C. Cole
Post Office Box 16
Lake City, FL 32056

ARTICLE V - Admission of Additional Members:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

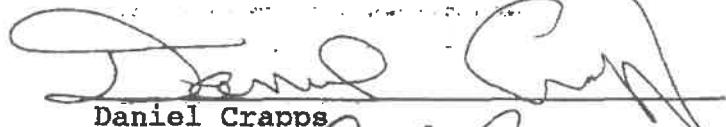
No additional members shall be admitted to the company except with the unanimous written consent of all the members of the company and on such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the company as set forth in the regulations of the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a member unless all the other members of the company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE VI - Members Rights to Continue Business:

The right, if given of the remaining members of the Limited Liability Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company shall be:

The company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the company, unless the business of the company is continued by the

consent of all the remaining members, provided there is at least one remaining member.


Daniel Crapps


Richard C. Cole

(In accordance with §608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF S608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is: Price Creek, LLC.
2. The name and the Florida street address of the registered agent are:

Daniel Crapps
2806 US Highway 90 West, Suite 101
Lake City, FL 32055

Having been named as registered agent and to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Daniel Crapps

FILED
2005 JUN 30 PM 2:32
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

PRICE CREEK, LLC

Filing Information

Document Number L05000066370

FEI/EIN Number 20-3164131

Date Filed 06/30/2005

State FL

Status ACTIVE

Principal Address

619 S.W. Baya Drive

SUITE 101

LAKE CITY, FL 32025

Changed: 01/09/2015

Mailing Address

PO BOX 16

LAKE CITY, FL 32056

Changed: 01/09/2015

Registered Agent Name & Address

COLE, RICHARD C

619 S.W. Baya Drive, STE 101

LAKE CITY, FL 32025

Name Changed: 01/09/2015

Address Changed: 01/09/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

COLE, RICHARD C

619 S.W. Baya Drive

SUITE 101

LAKE CITY, FL 32025

Annual Reports

Report Year	Filed Date
2023	02/13/2023
2024	03/13/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
03/13/2024 -- ANNUAL REPORT	View image in PDF format
02/13/2023 -- ANNUAL REPORT	View image in PDF format
02/06/2022 -- ANNUAL REPORT	View image in PDF format
03/12/2021 -- ANNUAL REPORT	View image in PDF format
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03/09/2016 -- ANNUAL REPORT	View image in PDF format
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03/20/2011 -- ANNUAL REPORT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
03/03/2009 -- ANNUAL REPORT	View image in PDF format
05/05/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
03/13/2006 -- ANNUAL REPORT	View image in PDF format
06/30/2005 -- Florida Limited Liabilities	View image in PDF format



GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Richard C. Cole, Managing Member of Price Creek, LLC. (owner name), owner of property parcel

number 02-4S-17-07481-003 (parcel number), do certify that

the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Printed Name of Person Authorized	Signature of Authorized Person
1. Richard C. Cole	1. <u>Richard C. Cole</u>
2.	2.
3.	3.
4.	4.
5.	5.

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form, which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.

Richard Cole
Owner Signature (Notarized)

9-23-25
Date

NOTARY INFORMATION:

STATE OF: Fla COUNTY OF: Columbia

The above person, whose name is Richard Cole, personally appeared before me and is known by me or has produced identification (type of I.D.) on this 23 day of Sept, 2025

Vera L. Hicks
NOTARY'S SIGNATURE

(Seal/Stamp)



Columbia County Property Appraiser

Jeff Hampton

2025 Working Values

updated: 9/18/2025

Parcel: << 02-4S-17-07481-003 (27904) >>

Owner & Property Info

Result: 1 of 1

Owner	PRICE CREEK LLC 291 NW MAIN BLVD LAKE CITY, FL 32055		
Site			
Description*	(AKA PRCL #7 UNR SURVEY): COMM AT SW COR OF SEC, RUN S ALONG W LINE SEC 11, 50.60 FT, E 71.01 FT TO E R/W LINE OF CR-245 FOR POB, RUN N ALONG R/W 886.66 FT, E 420.21 FT, N 622.17 FT, E 328.15 FT, S 117.78 FT, E 3047.22 FT, S 2 DG W 203.84 FT, S 3 DG W 955. ...more>>>		
Area	110.46 AC	S/T/R	02-4S-17
Use Code**	TIMBERLAND 80-89 (5500)	Tax District	1

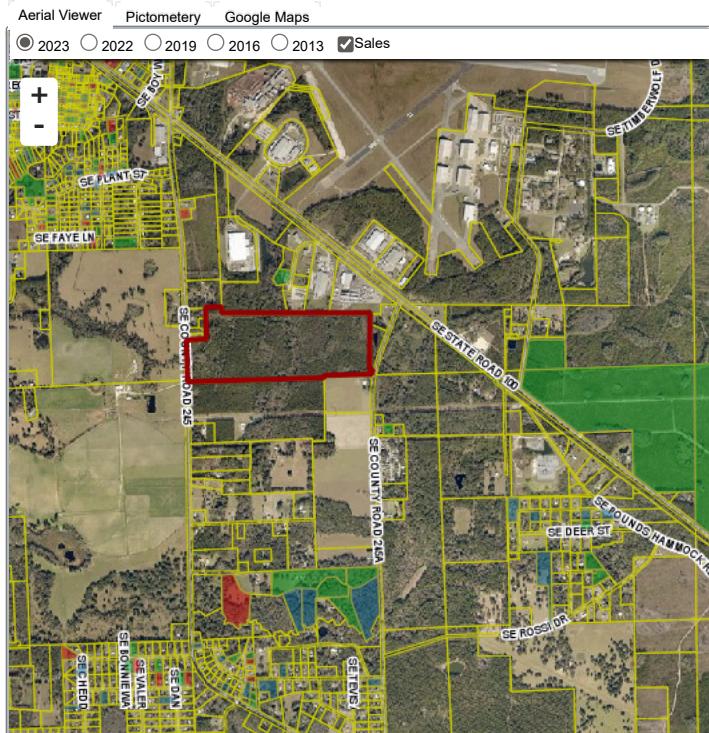
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

******The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2024 Certified Values		2025 Working Values	
Mkt Land	\$0	Mkt Land	\$
Ag Land	\$40,596	Ag Land	\$40,24
Building	\$0	Building	\$
XFOB	\$0	XFOB	\$
Just	\$662,760	Just	\$662,76
Class	\$40,596	Class	\$40,24
Appraised	\$40,596	Appraised	\$40,24
SOH/10% Cap	\$0	SOH/10% Cap	\$
Assessed	\$40,596	Assessed	\$40,24
Exempt	\$0	Exempt	\$
Total Taxable	county:\$40,596 city:\$40,596 other:\$0 school:\$40,596	Total Taxable	county:\$40,247 city:\$40,24 other:\$0 school:\$40,24

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.



▼ Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
8/11/2005	\$100	1054 / 2260	WD	V	Q	01
8/11/2005	\$1,303,800	1054 / 2254	WD	V	Q	
6/23/2005	\$100	1050 / 756	WD	V	Q	03
4/22/2003	\$100	990 / 525	WD	V	Q	06

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
		NON E			

▼ Extra Features & Out Buildings

Code	Desc	Year Bit	Value	Units	Dims
		NON E			

▼ Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
5500	TIMBER 2 (AG)	78.000 AC	1.0000/1.0000 1.0000/ /	\$445 /AC	\$34,710
5600	TIMBER 3 (AG)	18.460 AC	1.0000/1.0000 1.0000/ /	\$281 /AC	\$5,187
5997	RIVERS/BAYS/SWAMPS (AG)	14.000 AC	1.0000/1.0000 1.0000/ /	\$25 /AC	\$350
9910	MKT.VAL.AG (MKT)	110.460 AC	1.0000/1.0000 1.0000/ /	\$6,000 /AC	\$662,760

Search Result: 1 of 1

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

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the **Columbia County Property Appraiser** solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 9/18/2025 and may not reflect the data currently on file at our office.

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PARCEL NUMBER	ESCROW CD	Millage Code
R07481-003		1

THIS BILL IS FULLY PAID

(AKA PRCL #7 UNR SURVEY):
COMM AT SW COR OF SEC, RUN S
ALONG W LINE SEC 11, 50.60 FT,

PRICE CREEK LLC
291 NW MAIN BLVD
LAKE CITY FL 32055

135 NE Hernando Ave, Suite 125, Lake City, FL 32055
(386) 758-1077

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
CITY OF LAKE CITY					
LAKE CITY	40,596	4.9000	0	40,596	198.92
BOARD OF COUNTY COMMISSIONERS					
GENERAL FUND	40,596	7.8150	0	40,596	317.26
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	40,596	0.7480	0	40,596	30.37
LOCAL	40,596	3.1430	0	40,596	127.59
CAPITAL OUTLAY	40,596	1.5000	0	40,596	60.89
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	40,596	0.2936	0	40,596	11.92
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	40,596	0.0001	0	40,596	0.00

IMPORTANT: All exemptions do not apply to all taxing authorities. Please contact the Columbia County Property Appraiser for exemption/assessment questions.

TOTAL MILLAGE	18.3997	AD VALOREM TAXES	746.95
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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
XLCF CITY FIRE ASSESSMENT	0.00 Unit @311.2600	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
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COMBINED TAXES AND ASSESSMENTS	746.95	See reverse side for important information
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Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	746.95	-22.41	0.00	724.54	0.00

Kyle Keen, CFC

Columbia County Tax Collector

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

23949.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R07481-003		1

THIS BILL IS FULLY PAID

(AKA PRCL #7 UNR SURVEY):
COMM AT SW COR OF SEC, RUN S
ALONG W LINE SEC 11, 50.60 FT,

PRICE CREEK LLC
291 NW MAIN BLVD
LAKE CITY FL 32055

DO NOT WRITE BELOW THIS PORTION

PLEASE PAY IN US FUNDS TO: KYLE KEEN, TAX COLLECTOR

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	746.95	-22.41	0.00	724.54	0.00

Receipt(s) 2024-24647 on 12/26/24 for \$724.54 by PRICE CREEK LLC

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

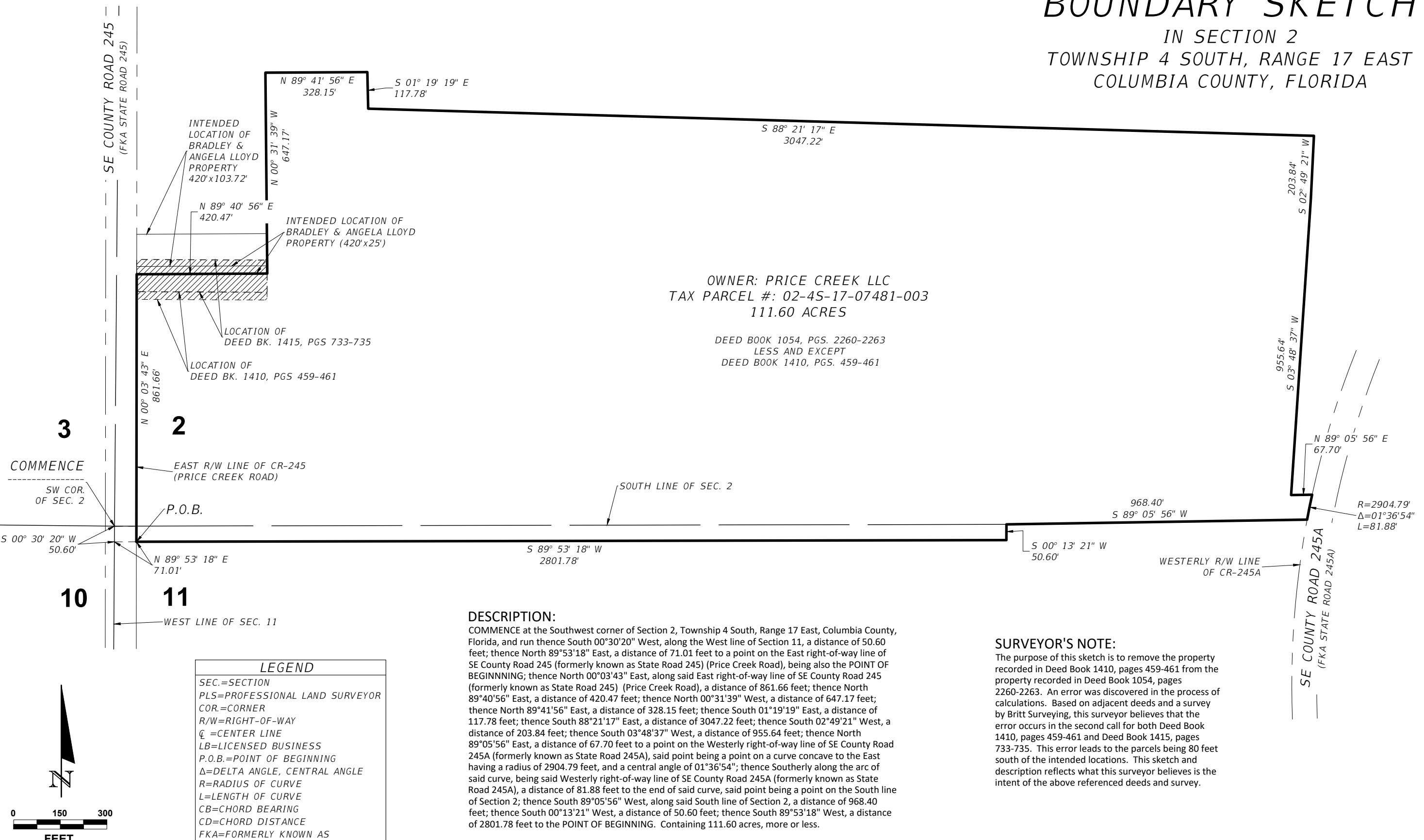
DESCRIPTION

Thursday, September 25, 2025

For: Price Creek – 111.60 acres

COMMENCE at the Southwest corner of Section 2, Township 4 South, Range 17 East, Columbia County, Florida, and run thence South $00^{\circ}30'20''$ West, along the West line of Section 11, a distance of 50.60 feet; thence North $89^{\circ}53'18''$ East, a distance of 71.01 feet to a point on the East right-of-way line of SE County Road 245 (formerly known as State Road 245) (Price Creek Road), being also the POINT OF BEGINNING; thence North $00^{\circ}03'43''$ East, along said East right-of-way line of SE County Road 245 (formerly known as State Road 245) (Price Creek Road), a distance of 861.66 feet; thence North $89^{\circ}40'56''$ East, a distance of 420.47 feet; thence North $00^{\circ}31'39''$ West, a distance of 647.17 feet; thence North $89^{\circ}41'56''$ East, a distance of 328.15 feet; thence South $01^{\circ}19'19''$ East, a distance of 117.78 feet; thence South $88^{\circ}21'17''$ East, a distance of 3047.22 feet; thence South $02^{\circ}49'21''$ West, a distance of 203.84 feet; thence South $03^{\circ}48'37''$ West, a distance of 955.64 feet; thence North $89^{\circ}05'56''$ East, a distance of 67.70 feet to a point on the Westerly right-of-way line of SE County Road 245A (formerly known as State Road 245A), said point being a point on a curve concave to the East having a radius of 2904.79 feet, and a central angle of $01^{\circ}36'54''$; thence Southerly along the arc of said curve, being said Westerly right-of-way line of SE County Road 245A (formerly known as State Road 245A), a distance of 81.88 feet to the end of said curve, said point being a point on the South line of Section 2; thence South $89^{\circ}05'56''$ West, along said South line of Section 2, a distance of 968.40 feet; thence South $00^{\circ}13'21''$ West, a distance of 50.60 feet; thence South $89^{\circ}53'18''$ West, a distance of 2801.78 feet to the POINT OF BEGINNING. Containing 111.60 acres, more or less.

BOUNDARY SKETCH
 IN SECTION 2
 TOWNSHIP 4 SOUTH, RANGE 17 EAST
 COLUMBIA COUNTY, FLORIDA



REVISIONS				NORTH FLORIDA PROFESSIONAL SERVICES, INC.	JOB NO. L250924DCA CA# 29011	DANIEL CRAPPS AGENCY, INC.	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
				 P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356	2551 BLAIRSTONE PINES DR. TALLAHASSEE, FL 32301 WWW.NFPS.NET		1 163

File Attachments for Item:

4. Minutes - December 15, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 15, 2025, 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.

EVENTS PRIOR TO MEETING – 5:00 PM Community Redevelopment Agency Meeting

PLEDGE OF ALLEGIANCE

INVOCATION – Vice Mayor/Council Member Chevella Young

ROLL CALL

Mayor/Council Member
City Council

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

APPROVAL OF AGENDA

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

PROCLAMATIONS

1. In recognition of Terry Hancock

Mayor Walker presented a proclamation in recognition of Terry Hancock to his family.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Azie Handy
- Sylvester Warren
- Bea Coker
- Bo Beachum
- Sherry & Victor

APPROVAL OF CONSENT AGENDA

2. Minutes - November 17, 2025 Workshop
3. Minutes - December 1, 2025 Workshop

4. City Council Resolution No. 2025-162 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing speed and aggressive driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2025-163 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing impaired driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
6. City Council Resolution No. 2025-164 - A resolution of the City of Lake City, Florida, accepting grant funds awarded to the City of Lake City Police Department by the State of Florida Department of Transportation State Safety Office; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing occupant protection laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2025-168 - A resolution of the City of Lake City, Florida, providing for maintenance and security of the cemetery located in the City of Lake City, Florida, commonly identified as Wilson Cemetery, such cemetery being situated on Columbia County 2025 Tax Parcel 11248-000 at the Southwest corner of the intersection of Northwest Redding Avenue and Northwest Wilson Street; citing the provisions of Section 497.284, Florida Statutes as the legal basis for providing maintenance and security of said cemetery; making certain findings of fact in support of the City providing for maintenance and security of said cemetery; recognizing limitations to the City's liability for damages; recognizing the City's right to recover amounts equal to the value of such maintenance and security; directing the City Clerk to transmit the resolution to the State of Florida Department of Financial Services, Division of Funeral, Cemetery, and Consumer Services; directing the City Manager to seek any available grant funds to provide for such maintenance and security; repealing all prior resolutions in conflict; and providing an effective date.

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

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

QUASI-JUDICIAL HEARING

First Reading

Open Quasi – Judicial Proceeding

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

Preliminary Matters (Attorney Clay Martin):

The City Attorney shall read the ordinance by title

8. City Council Ordinance No. 2025-2315 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast Investment Corp., Inc., the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Commercial, Neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located on Laurel Lane behind Circle K on Highway 90.

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

Ms. Young	No
Mr. Carter	No
Mr. Jernigan	No
Ms. Harris	No
Mayor Walker	No

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

At this time Attorney Martin swore in Planning Technician Robert Angelo.

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo presented members with a PowerPoint presentation and moved the application and staff reports into the record. This is attached as Exhibit A.

B. Presentation of application by applicant. N/A

C. Presentation of evidence by city staff. N/A

D. Presentation of case by third party intervenors, if any. N/A

E. Public comments. None

F. Cross examination of parties by party participants. N/A

G. Questions of parties by City Council. Mayor Walker inquired about property frontage; Council Member Jernigan inquired as to whether residents were asked; Council Member Harris confirmed this was a dead-end street.

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance No. 2025-2315 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

OLD BUSINESS

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2345. City Council Ordinance No. 2025-2345 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2345. After hearing public comment from Sylvester Warren on City Council Ordinance No. 2025-2345, Mayor Walker closed the public hearing.

9. City Council Ordinance No. 2025-2345 (final reading) - An ordinance of the City of Lake City, Florida, approving, adopting, and authorizing the execution of an Interlocal Service Boundary Agreement between the City of Lake City, Florida, and the Columbia County, Florida, Board of County Commissioners regarding a

joint planning area and Municipal Service Area to be commonly identified as the Cornerstone Planning Area; providing for recordation; providing for severability; providing for conflicts; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2345 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

NEW BUSINESS

Resolutions

10. City Council Resolution No. 2025-108 - A resolution of the City of Lake City, Florida, adopting that certain update amendment to the procedure for processing public records requests element of the City's Public Record Request Policy; making certain findings of fact in support of the City approving said update; directing the City Manager in cooperation and consultation with the City Clerk to update the City's procedure for processing public records requests element of the City's Public Record Request Policy; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Ms. Young stated she would prefer to keep the deposit at 50% for requests over \$1,000 versus 75%.

Mr. Carter made a motion to approve City Council Resolution No. 2025-108. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

11. City Council Resolution No. 2025-161 - A resolution of the City of Lake City, Florida, authorizing the City Manager, after consultation with the City Attorney, to issue trespass warnings and orders related to real property owned or leased by the City; requiring the City Manager to notify the City Council of any such warnings or orders issued by the City Manager; authorizing the City Council to rescind any such warnings or orders issued by the City Manager; making findings of fact in support thereof; directing the City Clerk to reflect said authorization in such records of the City as are necessary and prudent; making certain findings of

fact in support of the City Clerk reflecting such authorization in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Jernigan made a motion to approve City Council Resolution No. 2025-161. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.

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

Other Items

12. Discussion and Possible Action - 2025 Employee Holiday Schedule

City Council Resolution No. 2025-171 - A resolution of the City of Lake City, Florida, amending the schedule of paid holidays for the 2025 calendar year; making certain findings of fact in support of the City amending the schedule of paid holidays for the 2025 calendar year; recognizing the authority of the City Council to adopt such amendment; directing the City Manager to give effect to such amendment; establishing all other published paid holidays for the 2025 calendar year shall remain in full force and effect, without change; repealing all prior resolutions in conflict; and providing an effective date.

Human Resources Director BillieJo Bible reported staff was requesting to change the days off from December 24th and 25th to the 25th and 26th to match the County Offices.

Council Member Harris spoke in support of closing City Offices December 24th, 25th, and 26th and at a minimum, closing ½ day on Christmas Eve.

PUBLIC COMMENT: Sylvester Warren

Mr. Carter made a motion to approve City Council Resolution No. 2025-171. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

At the recommendation from Attorney Martin, the remedy for failure to ask for public comment at the approval of consent agenda would be to do a do-over (cure/revote). The old motion would now be void per Attorney Martin.

Mayor Walker opened for public comment on the consent agenda. Hearing none, Mayor Walker closed public comment.

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

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

13. Appoint Council Member to serve on the Columbia County Tourist Development Council for 2026 (Mayor Noah Walker)

Council Member Carter expressed interest in serving.

Council Member Harris spoke in support of Council Member Jernigan continuing to serve.

Since there was no additional interest, Mayor Walker reported nominations were closed.

Mayor Walker called for a show of hands to reappoint Council Member Jernigan to the TDC Board – Council Member Harris and Council Member Jernigan raised their hands.

Mayor Walker called for a show of hands to appoint Council Member Carter to the TDC Board – Council Member Carter and Mayor Walker raised their hands.

Due to a tie, Mayor Walker called for a show of hands to reappoint Council Member Jernigan to the TDC Board – Council Member Harris, Jernigan, Young, and Mayor Walker raised their hands.

Mayor Walker called for a show of hands to appoint Council Member Carter to the TDC Board – Council Member Carter raised his hand.

Council Member Jernigan was reappointed to the TDC Board 4 to 1.

DEPARTMENTAL ADMINISTRATION

14. Informational purposes only - Gwen Lake Update

Assistant Manager Johnson provided members with an update and reported the next update would be the end of January.

COMMENTS BY:

City Manager Rosenthal – Manager Rosenthal reported members needed to schedule a meeting with the Columbia County Board of County Commissioners after January to review the City/County Fire Service Consolidation Study.

Mayor Walker reminded members about the upcoming Northeast Florida League of Cities Dinner Meeting being hosted by the City of Lake City at the Towne Place Suites.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS

Vice Mayor Chevella Young – Council Member Young spoke to the importance of members at the dais holding themselves to a higher standard and apologized to members of the audience.

Council Member Ricky Jernigan – Council Member Jernigan thanked the Lake City Police and Fire Departments for their efforts on the Christmas parade and wished everyone a Merry Christmas and Happy New Year; he concurred with Council Member Young and apologized to the youth in attendance.

Council Member James Carter – Council Member Carter stated he was blessed to serve his position and reported one of his goals was to get the council chambers filled again. He also would like to see the Community Redevelopment Agency Board and Downtown Action Committee going again.

Council Member Tammy Harris – Council Member Harris apologized to the children in attendance and stated the council chambers needed to become a safe place to allow more members of the public to attend meetings.

Council Member Jernigan thanked his wife for attending the meeting.

Mayor Noah Walker – Mayor Walker stated what occurred between meetings that night was unacceptable and that he and the City Attorney would expand the public comment cards; reminded members about the Northeast Florida League of Cities Dinner Meeting Thursday, December 18, 2025 and Shop with a Cop.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 7:21 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

City Council Ordinance No. 2025-2315

Exhibit A



Z 25-03/Ordinance 2025-2315

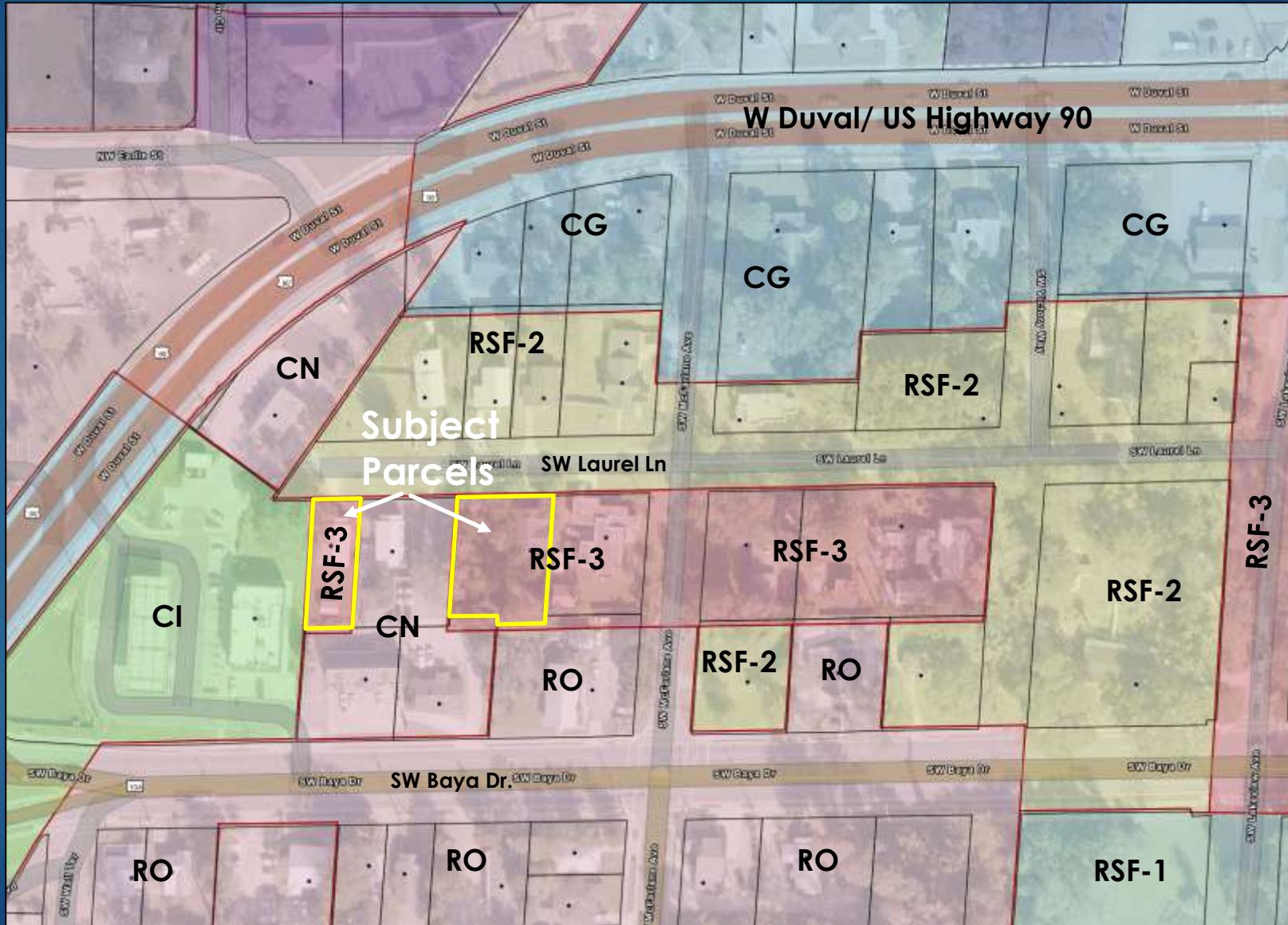
ZONING CHANGE ON PARCELS #12516-000 AND 12514-000

December 09, 2025

Introduction

- Parcels 12516-000 and 12514-000 are currently zoned Residential Single Family 3 (RSF-3);
- Petition Z 25-03 is a request to change the zoning on parcels 12516-000 and 12514-000 from RSF-3 to Commercial Neighborhood (CN);
- In the Lake City Comprehensive Plan and Land Development Regulations, Commercial Neighborhood zoning is required to be located on a road designated as a Collector or Arterial roadway (Policy I.1.5, 2 and Sec. 4.11.1).

Location



Location

Vie

View Looking East



Recommended Action

- Staff recommended action is for the City Council to approve Ordinance 2025-2315.



Questions?



GROWTH MANAGEMENT
205 North Marion Ave
Lake City, Florida 32055
Telephone (386) 719-5750
growthmanagement@lcfla.com

FOR PLANNING USE ONLY
Application # Z _____
Application Fee \$ _____
Receipt No. _____
Filing Date _____
Completeness Date _____

Less Than or Equal to 10 Acres: \$750.00 Greater Than 10 Acres: \$1,000.00 or actual cost

Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application

A. PROJECT INFORMATION

1. Project Name:Slay Suites
2. Address of Subject Property:858 SW LAUREL LN, LAKE CITY & 818 SW LAUREL LN, LAKE CITY
3. Parcel ID Number(s):00-00-00-12516-000 (41059) & 00-00-00-12514-000 (45683)
4. Future Land Use Map Designation:Residential - Medium Density & Residential - Medium Density
5. Existing Zoning Designation:RSF-3 Residential & RSF-3 Residential
6. Proposed Zoning Designation:CN Commercial Neighborhood & CN Commercial Neighborhood
7. Acreage:0.143 & 0.290
8. Existing Use of Property:Single Family
9. Proposed use of Property:Commercial

B. APPLICANT INFORMATION

1. Applicant Status Owner (title holder) Agent
2. Name of Applicant(s):Carol Chadwick, P.E. Title: Civil Engineer
Company name (if applicable): _____
Mailing Address:1208 SW Fairfax Glen.
City:Lake City State:Florida Zip:32025
Telephone: (____) 307.680.1772 Fax: (____) Email: ccpewyo@gmail.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder):Florida First Coast Investments Corp.
Mailing Address:677 SW Bascom Norris Dr.
City:Lake City State:Florida Zip:32025
Telephone: (____) 386.623.0816 Fax: (____) Email: mharrell@firstsouthinsurance.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?

If yes, list the names of all parties involved: NA

If yes, is the contract/option contingent or absolute: Contingent Absolute

2. Has a previous application been made on all or part of the subject property: Yes No

Future Land Use Map Amendment: Yes _____ No _____

Future Land Use Map Amendment Application No. CPA _____

Site Specific Amendment to the Official Zoning Atlas (Rezoning): Yes _____ No _____

Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. _____

Variance: Yes _____ No _____

Variance Application No. _____

Special Exception: Yes _____ No _____

Special Exception Application No. _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.

2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).

3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required.

4. An Analysis of the Requirements of Article 12 of the Land Development Regulations:

- a. Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.
- b. The existing land use pattern.
- c. Possible creation of an isolated district unrelated to adjacent and nearby districts.
- d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.
- e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
- f. Whether changed or changing conditions make the passage of the proposed amendment necessary.
- g. Whether the proposed change will adversely influence living conditions in the neighborhood.
- h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
- i. Whether the proposed change will create a drainage problem.
- j. Whether the proposed change will seriously reduce light and air to adjacent areas.

- k. Whether the proposed change will adversely affect property values in the adjacent area.
- l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
- o. Whether the change suggested is out of scale with the needs of the neighborhood or the City.
- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the City's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the City's comprehensive plan.

5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
6. Proof of Ownership (i.e. deed).
7. Agent Authorization Form (signed and notarized).
8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
9. Fee. The application fee for a Site Specific Amendment to the Official Zoning Atlas is As listed in fee schedule. No application shall be accepted or processed until the required application fee has been paid.
10. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal.
The Growth Management Department shall supply the name and addresses of the property owners, the notification letters and the envelopes to the proponent.

NOTICE TO APPLICANT

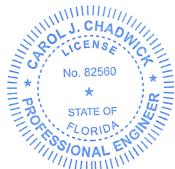
All nine (9) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

A total of eighteen (2) copies of proposed Site Specific Amendment to the Official Zoning Atlas Application and support material, and a PDF copy on a CD, are required at the time of submittal.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Applicant/Agent Name (Type or Print)



Digitally signed by Carol Chadwick
DN: c=US, o=Florida,
dnQualifier=A01410D0000018D46
3B4E7500032FEE, cn=Carol
Chadwick
Date: 2025.04.01 12:30:43 -04'00'

Applicant/Agent Signature

Date

STATE OF FLORIDA
COUNTY OF _____

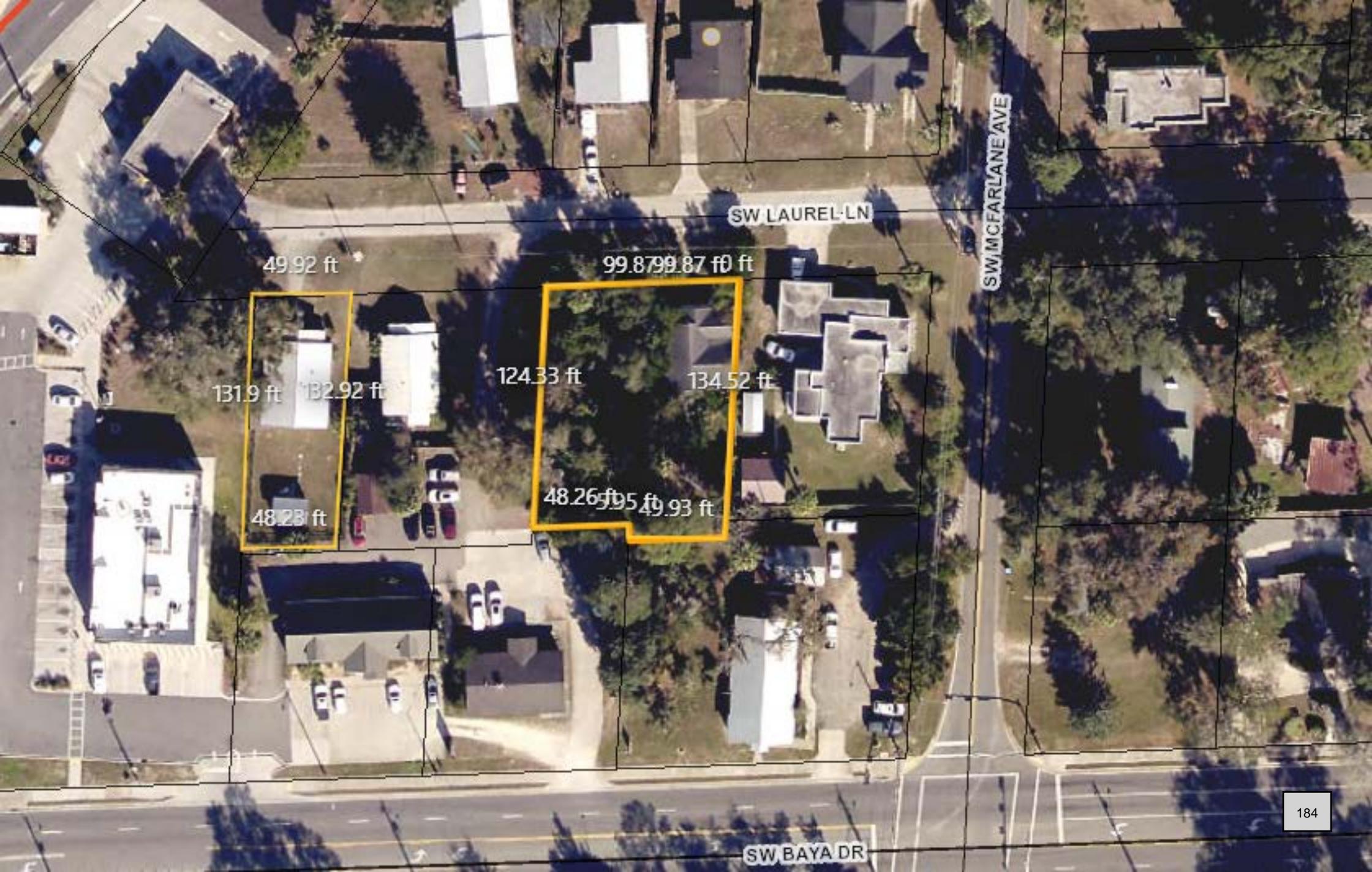
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by (name of person acknowledging).

(NOTARY SEAL or STAMP)

Signature of Notary

Printed Name of Notary

Personally Known _____ OR Produced Identification _____
Type of Identification Produced



CAROL CHADWICK, P.E.

Civil Engineer

1208 S.W. Fairfax Glen
Lake City, FL 32025

307.680.1772

ccpewyo@gmail.com

www.carolchadwickpe.com

April 1, 2025

re: Slay Suites Concurrency Impact Analysis

The site is currently two properties with residential buildings. The buildings will be used as beauty salons. The total area of the buildings is 2500-sf. It is assumed that there are six chairs per building.

Criteria for analysis:

- Trip generation was calculated per the ITE Trip Generation Manual, 9th edition, ITE code 710
- Potable Water Analysis per Chapter 64E-6.008 Florida Administrative Code, Table 1
- Sanitary Sewer Analysis Chapter 64E-6.008 Florida Administrative Code, Table 1
- Environmental Engineering: Tampa Typical Solid Waste Generation Rates

Summary of analyses:

- Trip generation: 28 ADT & 4 Peak PM trips
- Potable Water: 900 gallons per day
- Sanitary Sewer Water: 900 gallons per day
- Solid Waste: 7 c.y. per week

See attached Concurrency Worksheet.

Please contact me at 307.680.1772 if you have any questions.

Respectfully,



Carol Chadwick, P.E.

This item has been digitally signed and sealed by Carol Chadwick, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CC Job #FL25078

**REVISED CONCURRENCY
WORKSHEET**

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	KSF	Total ADT	Total PM Peak
710	Rental Suites	11.01	1.49	2.50	28	4

Potable Water Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
--------------------------------------	--	--	--------------------------------

Barber & beauty shops	75.00	12.00	900.00
--------------------------	-------	-------	--------

* Multiplier is based upon Ch. 64E.6008, Florida Administrative Code and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Sanitary Sewer Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
--------------------------------------	--	--	--------------------------------

Barber & beauty shops	75.00	12.00	900.00
--------------------------	-------	-------	--------

* Multiplier is based upon Ch. 64E.6008, F.A.C. and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Solid Waste Analysis

Use	lbs/100 sf	s.f.	Total (c.y. per week)
Barber & Beauty Suite	4.00	2500.00	7.00

CAROL CHADWICK, P.E.

Civil Engineer

1208 S.W. Fairfax Glen
Lake City, FL 32025

307.680.1772

ccpewyo@gmail.com

www.carolchadwickpe.com

April 1, 2025

re: Slaty Suites Analysis of the Requirements of Article 12 of the Land Development Regulations

The Slaty Suites proposed zoning change is consistent with the City of Lake City's requirements of Article 12 of the Land Development Regulations.

- a) Whether the proposed change would be in conformance with the City's comprehensive plan or would have an adverse effect on the City's comprehensive plan.

Analysis: The proposed zoning change is in conformance with the comprehensive plan and will not cause any adverse effects to the plan.

- b) The existing land use pattern.

Analysis: The subject properties are one block away from the cross section of SW Baya Drive and W Duvall Street on SW Laurel Lane. The properties adjacent to SW Baya Drive are currently zoned for CN in Lake City

- c) Possible creation of an isolated district unrelated to adjacent and nearby districts.

Analysis: The properties adjacent to SW Baya Drive are zoned CN. This rezoning would not create unrelated districts.

- d) The population density pattern and possible increase or overtax the load on public facilities such as schools, utilities, streets, etc.

Analysis: The site will be used for a commercial and will not increase the population density or add additional loads to schools, streets or utilities. The site will utilize Lake City's water and sewer systems.

- e) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Analysis: The site is not suited for residential development.

- f) Whether changed or changing conditions make the passage of the proposed amendment necessary.

Analysis: The change will allow for the opening of a business.

g) Whether the proposed change will adversely influence living conditions in the neighborhood.

Analysis: The subject property will have access to SW Laurel Lane. There will be no negative effect of the living conditions of the neighborhood.

h) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Analysis: The proposed change will not add a significant traffic load to the SW Laurel Lane.

i) Whether the proposed change creates a drainage problem.

Analysis: No drainage problems will be created with the zoning change. All applicable permits for stormwater management will be obtained.

j) Whether the proposed change will seriously reduce light and air to the adjacent areas.

Analysis: The site development will not reduce the amount of light or air to adjacent areas.

k) Whether the proposed change will adversely affect the property values in the adjacent area.

Analysis: The proposed change will not have any adverse effects to the property values of the surrounding neighborhood.

l) Whether the proposed change will be a deterrent to the improvements or development of adjacent property in accordance with existing regulations.

Analysis: The proposed change will not be a deterrent to improvements or development of adjacent properties as the area has many commercial uses.

m) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with public welfare.

Analysis: The proposed change will not grant special privileges to the owner as other properties adjacent to SW Baya Drive are also zoned for CN.

n) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Analysis: The proposed commercial use is not allowed in the current zoning.

o) Whether the proposed change suggested is out of scale with the needs of the neighborhood or the city.

Analysis: The subject property will have small salon shops to serve the community.

p) Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The Planning and Zoning Board shall consider and study:

- i. The need and justification for the change.
- ii. The relationship of the proposed amendment to the purposes and objectives of the

comprehensive planning program and to the City's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the City's comprehensive plan.

Analysis: The adjacent properties are currently used commercially; this rezoning is more in line with the current use of the area.

Please contact me at 307.680.1772 if you have any questions.

Respectfully,



Digitally signed by Carol Chadwick
DN: c=US, o=Florida,
dnQualifier=A01410D0000018D46
3B4E7500032FEE, cn=Carol
Chadwick
Date: 2025.04.01 12:29:54 -04'00'

Carol Chadwick, P.E.

This item has been digitally signed and sealed by Carol Chadwick, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CC Job #FL25078

COLUMBIA COUNTY Property Appraiser

Parcel 00-00-00-12514-000

<https://search.ccpafl.com/parcel/125140000000000>

818 SW LAUREL LN

Owners

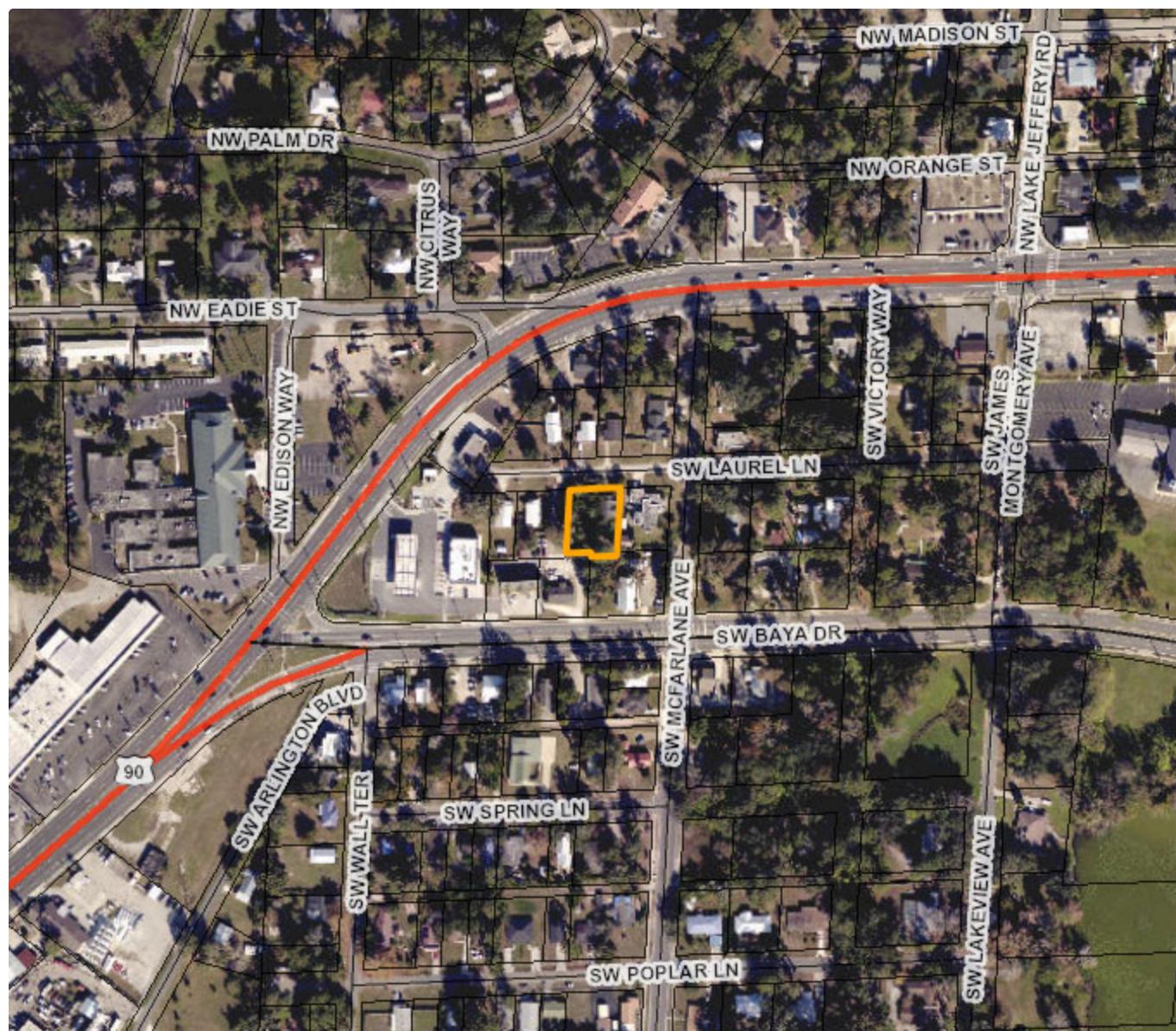
FLORIDA FIRST COAST INVESTMENT CORP. INC
677 SW BASCOM NORRIS DR
LAKE CITY, FL 32025

Use: 0100: SINGLE FAMILY

Subdivision: W DIV

Legal Description

W DIV: LOTS 3 & 4 BLOCK 3 MCFARLANE PARK S/D &
STRIP OF AN UNNAMED ALLEY APPROX 10 FT WIDE
LYING S OF LOTS 3 & 4 BLOCK 3 MCFARLANE PARK
S/D
& EX .1 AC DESC IN QC 1478-303....



COLUMBIA COUNTY Property Appraiser

Parcel 00-00-00-12516-000

<https://search.ccpafl.com/parcel/125160000000000>

858 SW LAUREL LN

Owners

FLORIDA FIRST COAST INVESTMENT CORP
677 SW BASCOM NORRIS DR
LAKE CITY, FL 32025

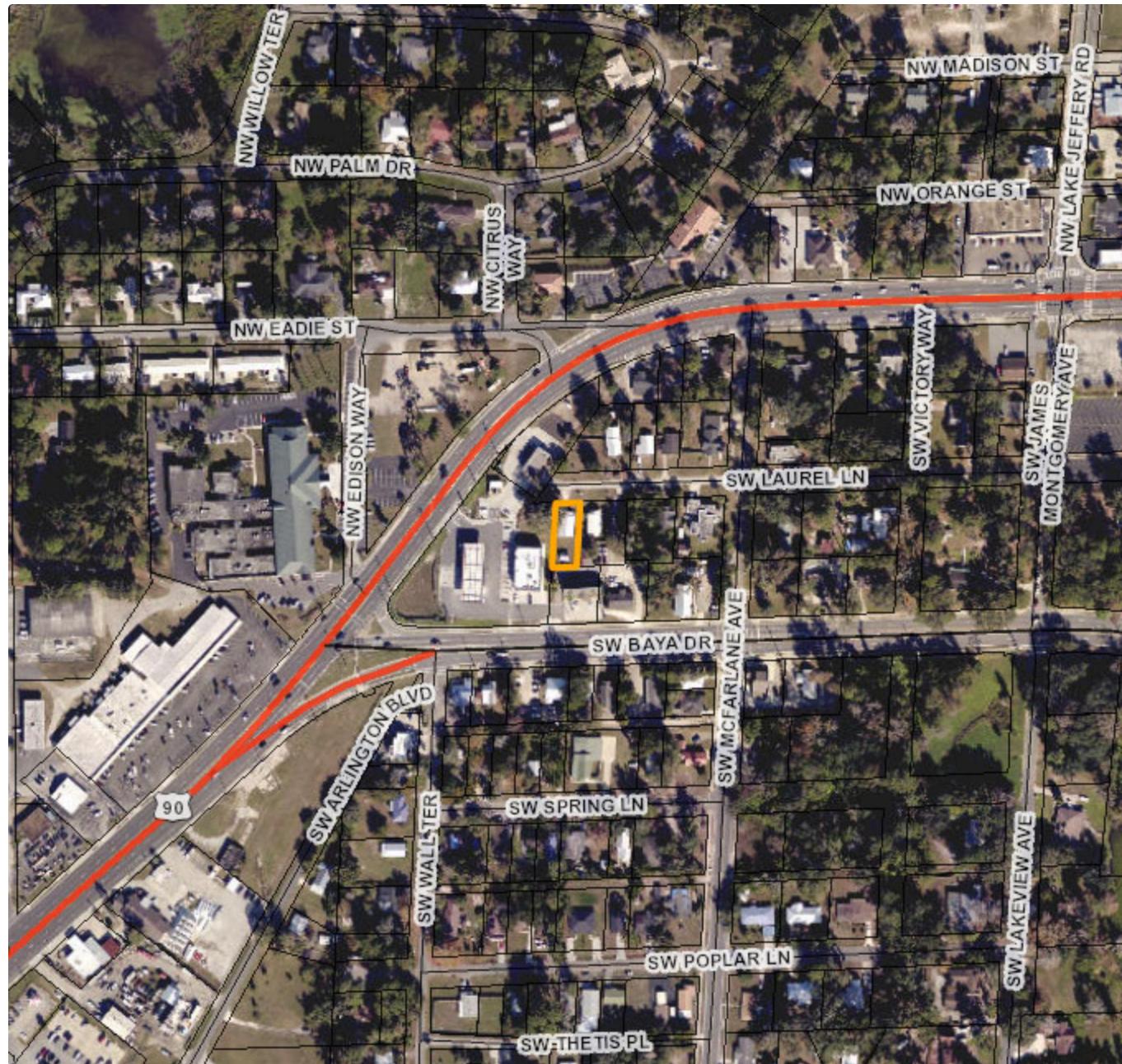
Use: 0100: SINGLE FAMILY

Subdivision: W DIV

Legal Description

W DIV: LOT 7 BLK 3 MCFARLANE PARK S/D &
PORTION
OF CLOSED ALLEY DESC IN QC 1364-1255.

770-847, 826-462, WD 1046-65, WD 1486-1887



Prepared by and return to:

Rob Stewart
Sky Title, LLC dba Lake City Title
426 SW Commerce Drive #145
Lake City, FL 32025
(386) 758-1880
File No 2023-6824CW

Parcel Identification No 00-00-00-12516-000

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 17 day of March, 2023 between **H and A Properties, LLC, a Florida Limited Liability Company**, whose post office address is **PO Box 2061, Lake City, FL 32056**, of the County of Columbia, State of Florida, Grantor, to **Florida First Coast Investment Corp**, a Florida Corporation, whose post office address is **677 SW Bascom Norris Drive, Lake City, FL 32025**, of the County of Columbia, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of **TEN DOLLARS (U.S.\$10.00)** and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia, Florida, to-wit:

Lot 7, Block 3, McFarland Park, according to the Plat thereof, recorded in Plat Book B, Page(s) 5, of the Public Records of Columbia County, Florida.

Together with a portion of the closed alley described in Quit Claim Deed recorded in Official Records Book 1364, Page 1255, of the Public Records of Columbia County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

*Signed, sealed and delivered
in our presence:*

AMH
WITNESS
PRINT NAME: Amber H. Suhl
Lacey McCarthy
WITNESS
PRINT NAME: Lacey McCarthy

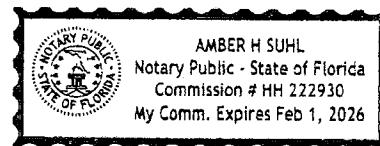
H and A Properties, LLC, a Florida Limited Liability Company

By: John G. Wilson
John G. Wilson, Manager

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of March, 2023, H and A Properties, LLC, who is/are personally known to me or has/have produced DC as identification.

AMH
Signature of Notary Public



Prepared by and return to:

Rob Stewart
Sky Title, LLC dba Lake City Title
426 SW Commerce Drive #145
Lake City, FL 32025
(386) 758-1880
File No 2023-6767CW

Parcel Identification No 00-00-00-12514-000

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 28th day of February, 2023 between **Gay E. Ellor, a Single Woman, whose post office address is **1815 SW 40th Terrace Apt H, Gainesville, FL 32607**, of the County of Alachua, State of Florida, Grantor, to **Florida First Coast Investment Corp. Inc., a Florida Corporation**, whose post office address is **677 SW Bascom Norris Drive, Lake City, FL 32025**, of the County of Columbia, State of Florida, Grantee:**

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia, Florida, to-wit:

Lots 3 and 4, Block 3, McFarlane Park, a subdivision, according to the plat thereof, as recorded in Plat Book B, page 5, public records of Columbia County, Florida.

A strip of an unnamed alley approximately ten (10) feet wide lying South of Lot 3, Block 3, McFarlane Park Subdivision, extending from the South line aforesaid to the center line of that certain unnamed alley more specifically mentioned below, as per plat of record in Plat Book B, Page 5, Public Records of Columbia County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

*Signed, sealed and delivered
in our presence:*

Shane Williams

WITNESS

PRINT NAME: Shane Williams

~~Gay E. Ellor by Kipley Renee Smith, her Attorney-In-Fact~~
Attorney-In-Fact

Michael Coleman

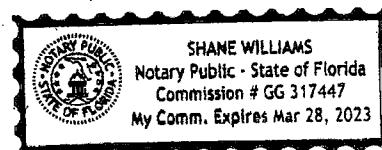
WITNESS

PRINT NAME: Michael Coleman

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization this 28th day of February, 2023, Gay E. Ellor, who is/are personally known to me or has/have produced Driver's License as identification.

Shane Williams
Signature of Notary Public Shane Williams





GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Buddy Slay (owner name), owner of property parcel

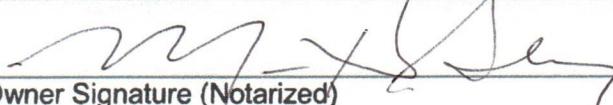
number 12516-000 & 12514-000 (parcel number), do certify that

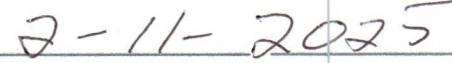
the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Printed Name of Person Authorized	Signature of Authorized Person
1. Carol Chadwick, PE	1.
2.	2.
3.	3.
4.	4.
5.	5.

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form, which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.


Owner Signature (Notarized)


Date

NOTARY INFORMATION:

STATE OF: FL COUNTY OF: COLUMBIA

The above person, whose name is Buddy Slay, personally appeared before me and is known by me or has produced identification (type of I.D.) on this 11th day of FEBRUARY, 2025.


NOTARY'S SIGNATURE

(Seal/Stamp)

Amanda Harrell
Notary Public
State of Florida
My Commission Expires 09/26/2025
Commission No. HH 154848

Tax Bill Detail

Payment Options

Year	Due
2024	\$0.00
2023	\$0.00
2022	\$0.00
2021	\$0.00
2020	\$0.00
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00

Property Tax Account: R12516-000

FLORIDA FIRST COAST INVESTMENT CORP

MAILING ADDRESS:	PROPERTY ADDRESS:
FLORIDA FIRST	858 LAUREL
COAST INVESTMENT	LAKE CITY 32025
CORP	
677 SW BASCOM	
NORRIS DR	
LAKE CITY FL 32025	

This Bill:	\$0.00
All Bills:	\$0.00
Cart Amount:	\$0.00

Bill 35594 -- No Amount Due

Pay All Bills

 Print Bill / Receipt

 Register for E-Billing

Property Appraiser

Taxes Assessments Legal Description Payment History

Ad Valorem

Authority/Fund	Tax Rate	Charged	Paid	Due
CITY OF LAKE CITY	4.9000	\$324.40	\$324.40	\$0.00
BOARD OF COUNTY COMMISSIONERS	7.8150	\$517.39	\$517.39	\$0.00
COLUMBIA COUNTY SCHOOL BOARD				
DISCRETIONARY	0.7480	\$49.52	\$49.52	\$0.00
LOCAL	3.1430	\$208.09	\$208.09	\$0.00
CAPITAL OUTLAY	1.5000	\$99.30	\$99.30	\$0.00
Subtotal	5.3910	\$356.91	\$356.91	\$0.00
SUWANNEE RIVER WATER MGT DIST	0.2936	\$19.44	\$19.44	\$0.00
LAKE SHORE HOSPITAL AUTHORITY	0.0001	\$0.01	\$0.01	\$0.00
TOTAL	18.3997	\$1,218.15	\$1,218.15	\$0.00

Non-Ad Valorem

Authority/Fund	Charged	Paid	Due
CITY FIRE ASSESSMENT	\$298.81	\$298.81	\$0.00
TOTAL	\$298.81	\$298.81	\$0.00

Tax Bill Detail

Payment Options

Year	Due
2024	\$0.00
2023	\$0.00
2022	\$0.00
2021	\$0.00
2020	\$0.00
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00

Property Tax Account: R12514-000

FLORIDA FIRST COAST INVESTMENT
CORP.INC

Year: 2024 Bill Number: Owner: FLORIDA FIRST
Tax District: 35592 COAST INVESTMENT
1 Property Type: CORP.INC
Real Estate

MAILING ADDRESS: PROPERTY ADDRESS:
FLORIDA FIRST 818 LAUREL
COAST INVESTMENT LAKE CITY 32025
CORP.INC
677 SW BASCOM
NORRIS DR
LAKE CITY FL 32025

This Bill: \$0.00
All Bills: \$0.00
Cart Amount: \$0.00

Bill 35592 -- No Amount Due

Pay All Bills

Print Bill / Receipt

Register for E-Billing

Property Appraiser

[Taxes](#) [Assessments](#) [Legal Description](#) [Payment History](#)

Ad Valorem

Authority/Fund	Tax Rate	Charged	Paid	Due
CITY OF LAKE CITY	4.9000	\$136.93	\$136.93	\$0.00
BOARD OF COUNTY COMMISSIONERS	7.8150	\$218.40	\$218.40	\$0.00
COLUMBIA COUNTY SCHOOL BOARD				
DISCRETIONARY	0.7480	\$20.90	\$20.90	\$0.00
LOCAL	3.1430	\$87.83	\$87.83	\$0.00
CAPITAL OUTLAY	1.5000	\$41.92	\$41.92	\$0.00
Subtotal	5.3910	\$150.65	\$150.65	\$0.00
SUWANNEE RIVER WATER MGT DIST	0.2936	\$8.21	\$8.21	\$0.00
LAKE SHORE HOSPITAL AUTHORITY	0.0001	\$0.00	\$0.00	\$0.00
TOTAL	18.3997	\$514.19	\$514.19	\$0.00

Non-Ad Valorem

Authority/Fund	Charged	Paid	Due
CITY FIRE ASSESSMENT	\$301.92	\$301.92	\$0.00
TOTAL	\$301.92	\$301.92	\$0.00

File Attachments for Item:

5. Minutes - January 5, 2026 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on January 5, 2026, 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/Council Member Noah Walker

ROLL CALL

Mayor/Council Member
City Council

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Linda Andrews
- Stew Lilker
- Sylvester Warren

APPROVAL OF CONSENT AGENDA

1. Minutes - December 1, 2025 Regular Session
2. City Council Resolution No. 2026-001 - A resolution of the City of Lake City, Florida adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 002-2026 for the SR-47 Septic to Sewer RV Park Extension; awarding said bid to Advanced Project Solutions, LLC, a Florida Limited Liability Company, at a cost not to exceed \$906,921.50; approving the agreement and addendum thereto with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement and related addendum; directing the Mayor to execute and bind the City to said agreement and related addendum; repealing all prior resolutions in conflict; and providing an effective date.

3. City Council Resolution No. 2026-003 - A resolution of the City of Lake City, Florida approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida limited liability company, to lease certain real property located in the Lake City Airport Industrial Park; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City agreement; directing and authorizing the Mayor to execute a Memorandum of Lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida, repealing all prior resolutions in conflict; and providing an effective date.
4. City Council Resolution No. 2026-005 - A resolution of the City of Lake City, Florida, authorizing the renewal of that certain agreement in the form of a Memorandum of Understanding between the City of Lake City and Another Way, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2026-009 - A resolution of the City of Lake City, Florida accepting the donation of a new fuel tanker truck having vehicle identification number 3HAEKTATXRL099903 to the City by the State of Florida Department of Emergency Management; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to accept said donation and to transfer ownership of said fuel truck to the City of Lake City; repealing all prior resolutions in conflict; and providing an effective date.

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

QUASI-JUDICIAL HEARINGS

First Reading

Open Quasi – Judicial Proceeding

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

Preliminary Matters (Attorney Clay Martin):

The City Attorney shall read the ordinance by title

6. City Council Ordinance No. 2026-2349 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-07, submitted by Lake City 47, LLC, a

Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

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

Ms. Young	None
Mr. Carter	None
Mr. Jernigan	None
Ms. Harris	None
Mayor Walker	None

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

Attorney Martin swore in Planning Technician Robert Angelo.

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo went over a PowerPoint presentation and moved the presentation and application into the record. It is attached as Exhibit A.

B. Presentation of application by applicant. None

C. Presentation of evidence by city staff. None

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

E. Public comments. Stew Lilker – Attorney Martin explained how Florida Statute 171 allows this type of annexation via an Interlocal Service Boundary Agreement that would allow property owners to annex into the City even though property is not contiguous.

F. Cross examination of parties by party participants. N/A

G. Questions of parties by City Council. None

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance 2026-2349 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

Final Reading

7. City Council Ordinance No. 2025-2315 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast Investment Corp., Inc., the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Commercial, Neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located on Laurel Lane behind Circle K on Highway 90.

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

This was answered under the previous ordinance.

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

Planning Technician Robert Angelo was sworn in under the previous ordinance.

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo asked to adopt the presentation and application presented at the December 15, 2025 meeting into the record. This is attached as Exhibit B.

B. Presentation of application by applicant. None

C. Presentation of evidence by city staff. None

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

E. Public comments. None

F. Cross examination of parties by party participants. None

G. Questions of parties by City Council. None

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance 2025-2315 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

NEW BUSINESS

Ordinances

8. City Council Ordinance No. 2026-2347 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City, Florida; providing for amending Section 4.1.1 entitled Zoning Districts, Establishment of Districts by adding a "MU" Mixed-Use Zoning District; providing for amending Section 4.1.6 entitled Zoning Districts, Definitions of Groupings of Various Districts by adding a definition of Mixed-Use; providing for adding Section 4.1.9 entitled Zoning Districts, Mixed-Use Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Planning Technician Robert Angelo provided a brief recap presentation to members.

Mr. Carter made a motion to approve City Council Ordinance No. 2026-2347 on first reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

9. City Council Ordinance No. 2026-2348 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-04, by the Growth Management Department of the City of Lake City, Florida; providing for amending Section 4.9.8 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures, Section 4.10.8 entitled "RO" Residential/Office, Maximum Height of Structures and Section 4.14.8 entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures by limiting the height of Single Family Dwellings and Duplex Dwellings to 35 feet and all other structures to 85 feet; providing for amending Section 4.12.8 entitled "CG" Commercial, General, Maximum of Height of Structures, Section 4.13.8 entitled "CI" Commercial, Intensive, Maximum Height of Structures, Section 4.15.8 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures, Section 4.16.8 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures, and Section 4.17.8 entitled "I" Industrial, Maximum Height of Structures, by limiting the height of structures to 85 feet; providing for amending Section 4.15.6 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirement by deleting the Minimum Area and Width Requirements; providing for amending Section 15.7 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Yard Requirement by reducing the Front Yard Requirement from 30 feet to 20 feet and by deleting the Side and Rear Yard Requirements; providing for severability; repealing all ordinances in conflict; providing an effective date.

Planning Technician Robert Angelo provided a presentation to members and reported staff recommended approval.

Ms. Young made a motion to approve City Council Ordinance No. 2026-2348 on first reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.

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

Resolutions

10. City Council Resolution No. 2006-008 - A resolution of the City of Lake City, Florida adopting that certain updated Cross Connection Control Program pursuant to Section 62-555.360(2), Florida Administrative Code; making certain findings of fact in support of the City approving said update; directing the City Manager to update, publish, and implement the program adopted hereby; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-008. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

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

COMMENTS BY:

City Manager Don Rosenthal – None

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS

Vice Mayor Chevella Young – invited members to the Martin Luther King Jr. Celebration Brunch being held at Richardson Community Center from 1:00 PM until 3:00 PM on Sunday, January 18, 2026 and requested a proclamation be presented.

Council Member Ricky Jernigan – wished everyone a Happy New Year and gave a shoutout to the Lake City Police and Fire Departments.

Council Member James Carter – wished everyone a Happy New Year.

Council Member Tammy Harris – reported receiving a note of appreciation from the Garden Street Community thanking City Staff – Don Rosenthal, Brian Scott, Steve Brown and Dee Johnson.

Mayor Noah Walker – wished everyone a Happy New Year; noted that on the consent agenda, the City accepted a fuel truck that was donated to the Airport by the Department of Emergency Management and congratulated Airport Director Ed Bunnell for his work in securing the truck; announced January 20, 2026 there would be a joint City/County Workshop at the Columbia County School Board Building at 5:00PM followed by the Regular Session Meeting at 6:00PM; announced the Martin Luther King Jr. Day parade was Monday, January 19, 2026 at 10:00AM.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 6:43 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

City Council Ordinance No. 2026-2349

Exhibit A



Annexation ANX 25-07

PRESENTED BY
ROBERT ANGELO



Introduction

- Applicant has requested to annex parcel 08881-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

Location



Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15th, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18th, 2025, by Ordinance 2025-23.



Staff Recommendation

- Staff's recommendation is to approve Ordinance 2025-2349.

QUESTIONS?



**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue
Lake City, FL 32055
Telephone: (386) 752-2031
growthmanagement@lcfla.com

**PETITION OF OWNER TO VOLUNTARILY ANNEX
REAL PROPERTY TO THE CITY OF LAKE CITY, FLORIDA**

Petitioner(s): Scott D. Stewart, as Manager of Lake City 47, LLC

Whose mailing address is: 426 SW Commerce Street, Suite 130, Lake City, FL 32025

Parcel Number: 30-4S-17-08881-000

Hereby partition the City Council of the City of Lake City, Florida, to voluntarily annex the real property of petitioner(s) to the City of Lake City, Florida ("City"), pursuant to and in accordance with the provisions of Chapter 171.044, Florida Statutes, and state(s):

1. That petitioner(s) is/are the sole owner(s) of the real property described on Schedule "A" attached hereto and by this reference made a part of this petition) the "Real Property"), as evidenced by a deed or other document recorded in Official Record Book 1462, Pages 993 - 994, public records of Columbia County, Florida, copy of which is attached hereto.
2. If the Real Property is annexed to the City, petitioner(s) agree(s) to and will abide by and comply with all existing and future laws, rules and regulations which presently are and from time to time in the future may be in effect within the City.
3. That the Real Property of the petitioner(s) qualifies and is eligible to be annexed to the boundaries of the City, pursuant to the provisions of Chapter 171, Florida Statutes.
4. That the Real Property of the petitioner(s) is presently classified under the Columbia County Land Use Plan for Highway Interchange use and is zoned Commercial Intensive Under the Columbia County zoning ordinance.
5. If not already connected to the City's utility services, petitioner(s) agree(s) to and file an application for a connection to the City's water and sewer utility lines to serve said Real Property upon application for Development Permit and agree(s) to abide by and comply with all the terms and conditions of the city codes, resolutions, and further agree(s) to pay all costs relating to the connection fees, installation costs, impact fees, and service charges.



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 752-2031

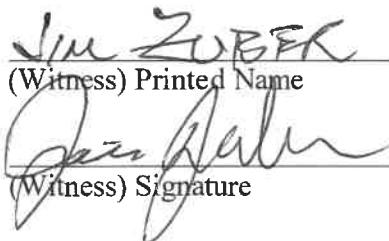
growthmanagement@lcfla.com

WHEREFORE, petitioner(s) request(s) that the City immediately take action to approve this petition and annex the Real Property into the City.

DATED this 8th day of December, 2025

Signed, sealed and delivered in the presence of:

Note: Name must appear as on deed. Attach corporate seal if required


 (Witness) Printed Name
 Jim Zuber

(Witness) Printed Name

(Witness) Signature

(Witness) Printed Name

(Witness) Signature


 (Owner) Printed Name
 Scott D. Stewart

(Owner) Printed Name

(Owner) Signature

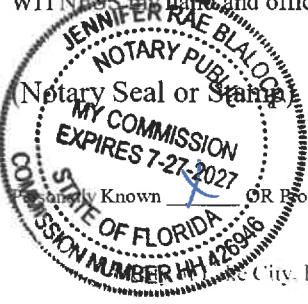
(Owner) Printed Name

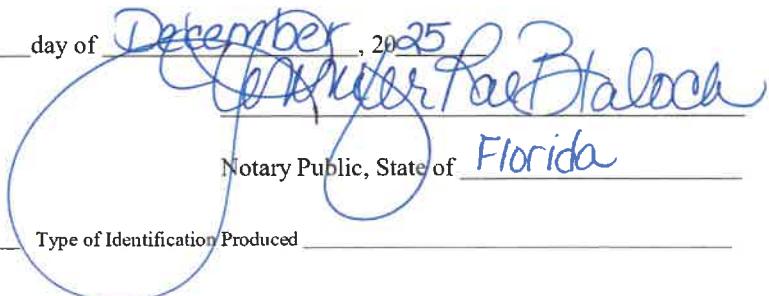
(Owner) Signature

STATE OF Florida
 COUNTY OF Columbia

I HEREBY CERTIFY that on this day, 12/09/2025, personally appeared before me, by means of Physical presence or online notarization, who is personally known to me or who has produced N/A as identification, who is person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this 09 day of December, 2025




 Notary Public, State of Florida

The City Department of Growth Management 205 North Marion Avenue, Lake City, FL 32055
growthmanagement@lcfla.com

**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue
Lake City, FL 32055
Telephone: (386) 752-2031
growthmanagement@lcfla.com

ITEMS NEEDED FOR ANNEXATION

1. Application (completely filled out, signed and notarized)
2. Copy of Warranty Deed
3. If Warranty Deed is in a Corporate, Trust or Business name, then a copy of the Charter or documentation showing a list of eligible member(s) must be provided.
4. Three (3) copies of Boundary Survey.
5. Legal Description electronically provided or on a CD in Word Format.



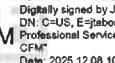
GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Scott Stewart, as Manager of Lake City 47, LLC (owner name), owner of property parcel

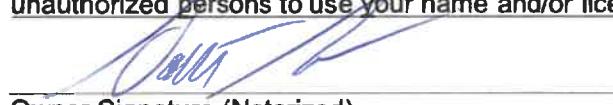
number 30-4S-17-08881-000 (parcel number), do certify that

the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Printed Name of Person Authorized	Signature of Authorized Person
1. Tori Humphries	1.
2. Justin Tabor	2.  Digitally signed by Justin Tabor, AICP, CFM DN: C=US, E=tabor@nfps.net, O="North Florida Professional Services, Inc.", CN="Justin Tabor, AICP, CFM" Date: 2025.12.08 10:24:59-05'00'
3.	3.
4.	4.
5.	5.

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form, which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.


Owner Signature (Notarized)

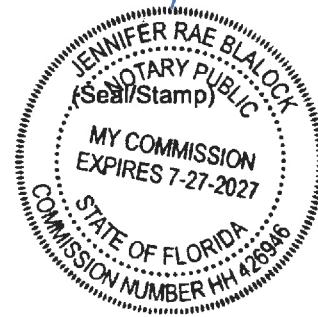

Date

NOTARY INFORMATION:

STATE OF: Florida COUNTY OF: Columbia

The above person, whose name is Scott Stewart,
personally appeared before me and is known by me or has produced identification
(type of I.D.) on this N/A day of N/A, 20N/A


NOTARY'S SIGNATURE



City Council Ordinance No. 2025-2315

Exhibit B



Z 25-03/Ordinance 2025-2315

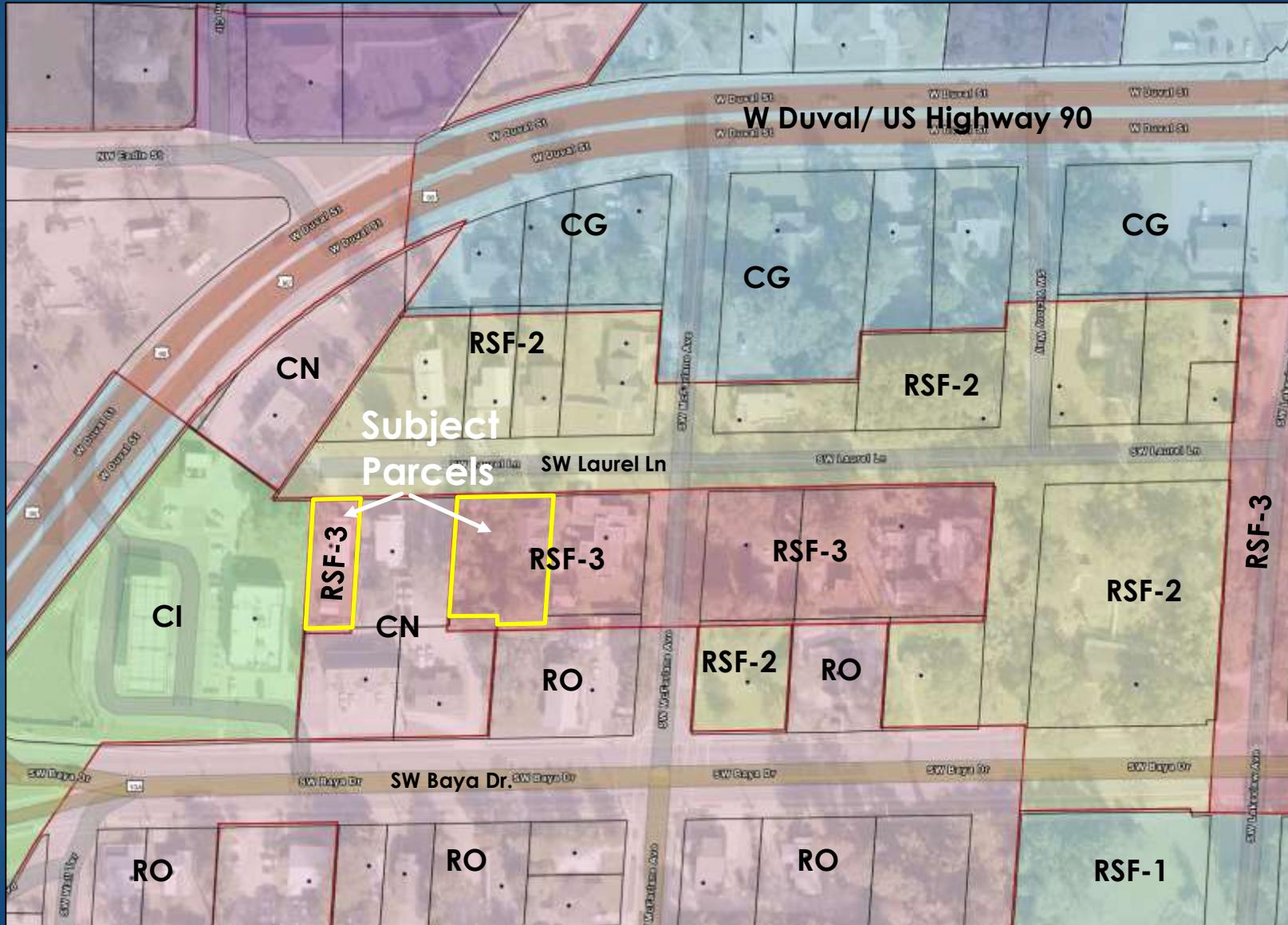
ZONING CHANGE ON PARCELS #12516-000 AND 12514-000

December 09, 2025

Introduction

- Parcels 12516-000 and 12514-000 are currently zoned Residential Single Family 3 (RSF-3);
- Petition Z 25-03 is a request to change the zoning on parcels 12516-000 and 12514-000 from RSF-3 to Commercial Neighborhood (CN);
- In the Lake City Comprehensive Plan and Land Development Regulations, Commercial Neighborhood zoning is required to be located on a road designated as a Collector or Arterial roadway (Policy I.1.5, 2 and Sec. 4.11.1).

Location



Location

Vie

View Looking East



Recommended Action

- Staff recommended action is for the City Council to approve Ordinance 2025-2315.



Questions?



GROWTH MANAGEMENT
205 North Marion Ave
Lake City, Florida 32055
Telephone (386) 719-5750
growthmanagement@lcfla.com

FOR PLANNING USE ONLY

Application # Z _____

Application Fee \$ _____

Receipt No. _____

Filing Date _____

Completeness Date _____

Less Than or Equal to 10 Acres: \$750.00 Greater Than 10 Acres: \$1,000.00 or actual cost

Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application

A. PROJECT INFORMATION

1. Project Name: Slay Suites
2. Address of Subject Property: 858 SW LAUREL LN, LAKE CITY & 818 SW LAUREL LN, LAKE CITY
3. Parcel ID Number(s): 00-00-00-12516-000 (41059) & 00-00-00-12514-000 (45683)
4. Future Land Use Map Designation: Residential - Medium Density & Residential - Medium Density
5. Existing Zoning Designation: RSF-3 Residential & RSF-3 Residential
6. Proposed Zoning Designation: CN Commercial Neighborhood & CN Commercial Neighborhood
7. Acreage: 0.143 & 0.290
8. Existing Use of Property: Single Family
9. Proposed use of Property: Commercial

B. APPLICANT INFORMATION

1. Applicant Status Owner (title holder) Agent
2. Name of Applicant(s): Carol Chadwick, P.E. Title: Civil Engineer
Company name (if applicable): _____
Mailing Address: 1208 SW Fairfax Glen.
City: Lake City State: Florida Zip: 32025
Telephone: (____) 307.680.1772 Fax: (____) Email: ccpewyo@gmail.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder): Florida First Coast Investments Corp.
Mailing Address: 677 SW Bascom Norris Dr.
City: Lake City State: Florida Zip: 32025
Telephone: (____) 386.623.0816 Fax: (____) Email: mharrell@firstsouthinsurance.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?

If yes, list the names of all parties involved: NA

If yes, is the contract/option contingent or absolute: Contingent Absolute

2. Has a previous application been made on all or part of the subject property: Yes No

Future Land Use Map Amendment: Yes _____ No _____

Future Land Use Map Amendment Application No. CPA _____

Site Specific Amendment to the Official Zoning Atlas (Rezoning): Yes _____ No _____

Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. _____

Variance: Yes _____ No _____

Variance Application No. _____

Special Exception: Yes _____ No _____

Special Exception Application No. _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.

2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).

3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required.

4. An Analysis of the Requirements of Article 12 of the Land Development Regulations:

- a. Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.
- b. The existing land use pattern.
- c. Possible creation of an isolated district unrelated to adjacent and nearby districts.
- d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.
- e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
- f. Whether changed or changing conditions make the passage of the proposed amendment necessary.
- g. Whether the proposed change will adversely influence living conditions in the neighborhood.
- h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
- i. Whether the proposed change will create a drainage problem.
- j. Whether the proposed change will seriously reduce light and air to adjacent areas.

- k. Whether the proposed change will adversely affect property values in the adjacent area.
- l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
- o. Whether the change suggested is out of scale with the needs of the neighborhood or the City.
- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the City's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the City's comprehensive plan.

5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
6. Proof of Ownership (i.e. deed).
7. Agent Authorization Form (signed and notarized).
8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
9. Fee. The application fee for a Site Specific Amendment to the Official Zoning Atlas is As listed in fee schedule. No application shall be accepted or processed until the required application fee has been paid.
10. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal.
The Growth Management Department shall supply the name and addresses of the property owners, the notification letters and the envelopes to the proponent.

NOTICE TO APPLICANT

All nine (9) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

A total of eighteen (2) copies of proposed Site Specific Amendment to the Official Zoning Atlas Application and support material, and a PDF copy on a CD, are required at the time of submittal.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Applicant/Agent Name (Type or Print)



Digitally signed by Carol Chadwick
DN: c=US, o=Florida,
dnQualifier=A01410D0000018D46
3B4E7500032FEE, cn=Carol
Chadwick
Date: 2025.04.01 12:30:43 -04'00'

Applicant/Agent Signature

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by (name of person acknowledging).

(NOTARY SEAL or STAMP)

Signature of Notary

Printed Name of Notary

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

49.92 ft

131.9 ft 132.92 ft

4823 ft

124.33 ft

48.26 ft 59.5 ft 93 ft

99.8799.87 ft

134.52 ft

SW BAYA DR

SW MCFARLANE AVE

CAROL CHADWICK, P.E.

Civil Engineer

1208 S.W. Fairfax Glen
Lake City, FL 32025

307.680.1772

ccpewyo@gmail.com

www.carolchadwickpe.com

April 1, 2025

re: Slay Suites Concurrency Impact Analysis

The site is currently two properties with residential buildings. The buildings will be used as beauty salons. The total area of the buildings is 2500-sf. It is assumed that there are six chairs per building.

Criteria for analysis:

- Trip generation was calculated per the ITE Trip Generation Manual, 9th edition, ITE code 710
- Potable Water Analysis per Chapter 64E-6.008 Florida Administrative Code, Table 1
- Sanitary Sewer Analysis Chapter 64E-6.008 Florida Administrative Code, Table 1
- Environmental Engineering: Tampa Typical Solid Waste Generation Rates

Summary of analyses:

- Trip generation: 28 ADT & 4 Peak PM trips
- Potable Water: 900 gallons per day
- Sanitary Sewer Water: 900 gallons per day
- Solid Waste: 7 c.y. per week

See attached Concurrency Worksheet.

Please contact me at 307.680.1772 if you have any questions.

Respectfully,



Carol Chadwick, P.E.

This item has been digitally signed and sealed by Carol Chadwick, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CC Job #FL25078

**REVISED CONCURRENCY
WORKSHEET**

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	KSF	Total ADT	Total PM Peak
710	Rental Suites	11.01	1.49	2.50	28	4

Potable Water Analysis

Ch. 64E-6.008, F.A.C.	Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
------------------------------	------------	--	--	--------------------------------

Barber & beauty shops	75.00	12.00	900.00
-----------------------	-------	-------	--------

* Multiplier is based upon Ch. 64E.6008, Florida Administrative Code and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Sanitary Sewer Analysis

Ch. 64E-6.008, F.A.C.	Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
------------------------------	------------	--	--	--------------------------------

Barber & beauty shops	75.00	12.00	900.00
-----------------------	-------	-------	--------

* Multiplier is based upon Ch. 64E.6008, F.A.C. and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Solid Waste Analysis

Use	lbs/100 sf	s.f.	Total (c.y. per week)
Barber & Beauty Suite	4.00	2500.00	7.00

CAROL CHADWICK, P.E.

Civil Engineer

1208 S.W. Fairfax Glen
Lake City, FL 32025

307.680.1772

ccpewyo@gmail.com

www.carolchadwickpe.com

April 1, 2025

re: Slaty Suites Analysis of the Requirements of Article 12 of the Land Development Regulations

The Slaty Suites proposed zoning change is consistent with the City of Lake City's requirements of Article 12 of the Land Development Regulations.

- a) Whether the proposed change would be in conformance with the City's comprehensive plan or would have an adverse effect on the City's comprehensive plan.

Analysis: The proposed zoning change is in conformance with the comprehensive plan and will not cause any adverse effects to the plan.

- b) The existing land use pattern.

Analysis: The subject properties are one block away from the cross section of SW Baya Drive and W Duvall Street on SW Laurel Lane. The properties adjacent to SW Baya Drive are currently zoned for CN in Lake City

- c) Possible creation of an isolated district unrelated to adjacent and nearby districts.

Analysis: The properties adjacent to SW Baya Drive are zoned CN. This rezoning would not create unrelated districts.

- d) The population density pattern and possible increase or overtax the load on public facilities such as schools, utilities, streets, etc.

Analysis: The site will be used for a commercial and will not increase the population density or add additional loads to schools, streets or utilities. The site will utilize Lake City's water and sewer systems.

- e) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Analysis: The site is not suited for residential development.

- f) Whether changed or changing conditions make the passage of the proposed amendment necessary.

Analysis: The change will allow for the opening of a business.

g) Whether the proposed change will adversely influence living conditions in the neighborhood.

Analysis: The subject property will have access to SW Laurel Lane. There will be no negative effect of the living conditions of the neighborhood.

h) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Analysis: The proposed change will not add a significant traffic load to the SW Laurel Lane.

i) Whether the proposed change creates a drainage problem.

Analysis: No drainage problems will be created with the zoning change. All applicable permits for stormwater management will be obtained.

j) Whether the proposed change will seriously reduce light and air to the adjacent areas.

Analysis: The site development will not reduce the amount of light or air to adjacent areas.

k) Whether the proposed change will adversely affect the property values in the adjacent area.

Analysis: The proposed change will not have any adverse effects to the property values of the surrounding neighborhood.

l) Whether the proposed change will be a deterrent to the improvements or development of adjacent property in accordance with existing regulations.

Analysis: The proposed change will not be a deterrent to improvements or development of adjacent properties as the area has many commercial uses.

m) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with public welfare.

Analysis: The proposed change will not grant special privileges to the owner as other properties adjacent to SW Baya Drive are also zoned for CN.

n) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Analysis: The proposed commercial use is not allowed in the current zoning.

o) Whether the proposed change suggested is out of scale with the needs of the neighborhood or the city.

Analysis: The subject property will have small salon shops to serve the community.

p) Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The Planning and Zoning Board shall consider and study:

- i. The need and justification for the change.
- ii. The relationship of the proposed amendment to the purposes and objectives of the

comprehensive planning program and to the City's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the City's comprehensive plan.

Analysis: The adjacent properties are currently used commercially; this rezoning is more in line with the current use of the area.

Please contact me at 307.680.1772 if you have any questions.

Respectfully,



Digitally signed by Carol Chadwick
DN: c=US, o=Florida,
dnQualifier=A01410D0000018D46
3B4E7500032FEE, cn=Carol
Chadwick
Date: 2025.04.01 12:29:54 -04'00'

Carol Chadwick, P.E.

This item has been digitally signed and sealed by Carol Chadwick, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CC Job #FL25078

COLUMBIA COUNTY Property Appraiser

Parcel 00-00-00-12514-000

<https://search.ccpafl.com/parcel/125140000000000>

818 SW LAUREL LN

Owners

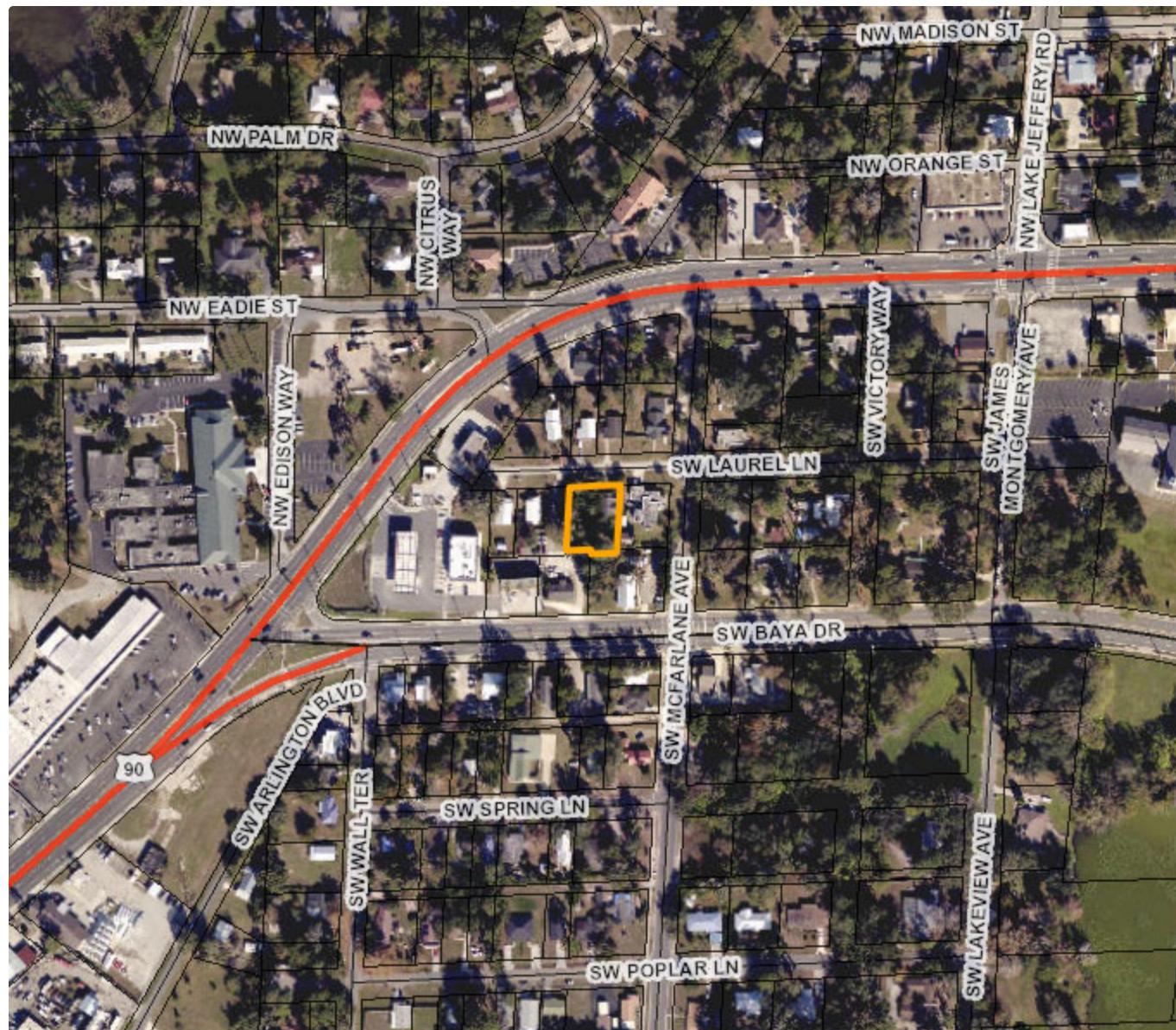
FLORIDA FIRST COAST INVESTMENT CORP. INC
677 SW BASCOM NORRIS DR
LAKE CITY, FL 32025

Use: 0100: SINGLE FAMILY

Subdivision: W DIV

Legal Description

W DIV: LOTS 3 & 4 BLOCK 3 MCFARLANE PARK S/D &
STRIP OF AN UNNAMED ALLEY APPROX 10 FT WIDE
LYING S OF LOTS 3 & 4 BLOCK 3 MCFARLANE PARK
S/D
& EX .1 AC DESC IN QC 1478-303....



COLUMBIA COUNTY Property Appraiser

Parcel 00-00-00-12516-000

<https://search.ccpafl.com/parcel/125160000000000>

858 SW LAUREL LN

Owners

FLORIDA FIRST COAST INVESTMENT CORP
677 SW BASCOM NORRIS DR
LAKE CITY, FL 32025

Use: 0100: SINGLE FAMILY

Subdivision: W DIV

Legal Description

W DIV: LOT 7 BLK 3 MCFARLANE PARK S/D &
PORTION
OF CLOSED ALLEY DESC IN QC 1364-1255.

770-847, 826-462, WD 1046-65, WD 1486-1887



Prepared by and return to:

Rob Stewart
Sky Title, LLC dba Lake City Title
426 SW Commerce Drive #145
Lake City, FL 32025
(386) 758-1880
File No 2023-6824CW

Parcel Identification No 00-00-00-12516-000

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 17 day of March, 2023 between **H and A Properties, LLC, a Florida Limited Liability Company**, whose post office address is **PO Box 2061, Lake City, FL 32056**, of the County of Columbia, State of Florida, Grantor, to **Florida First Coast Investment Corp**, a Florida Corporation, whose post office address is **677 SW Bascom Norris Drive, Lake City, FL 32025**, of the County of Columbia, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of **TEN DOLLARS (U.S.\$10.00)** and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia, Florida, to-wit:

Lot 7, Block 3, McFarland Park, according to the Plat thereof, recorded in Plat Book B, Page(s) 5, of the Public Records of Columbia County, Florida.

Together with a portion of the closed alley described in Quit Claim Deed recorded in Official Records Book 1364, Page 1255, of the Public Records of Columbia County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

*Signed, sealed and delivered
in our presence:*

AMH
WITNESS Amber H. Suhl
PRINT NAME: Lacey McCarthy
WITNESS Lacey McCarthy
PRINT NAME: Lacey McCarthy

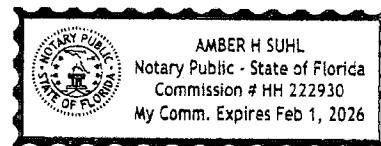
H and A Properties, LLC, a Florida Limited Liability Company

By: John G. Wilson
John G. Wilson, Manager

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of March, 2023, H and A Properties, LLC, who is/are personally known to me or has/have produced DC as identification.

AMH
Signature of Notary Public



Prepared by and return to:

Rob Stewart
Sky Title, LLC dba Lake City Title
426 SW Commerce Drive #145
Lake City, FL 32025
(386) 758-1880
File No 2023-6767CW

Parcel Identification No 00-00-00-12514-000

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 28th day of February, 2023 between **Gay E. Ellor, a Single Woman**, whose post office address is **1815 SW 40th Terrace Apt H, Gainesville, FL 32607**, of the County of Alachua, State of Florida, Grantor, to **Florida First Coast Investment Corp. Inc., a Florida Corporation**, whose post office address is **677 SW Bascom Norris Drive, Lake City, FL 32025**, of the County of Columbia, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia, Florida, to-wit:

Lots 3 and 4, Block 3, McFarlane Park, a subdivision, according to the plat thereof, as recorded in Plat Book B, page 5, public records of Columbia County, Florida.

A strip of an unnamed alley approximately ten (10) feet wide lying South of Lot 3, Block 3, McFarlane Park Subdivision, extending from the South line aforesaid to the center line of that certain unnamed alley more specifically mentioned below, as per plat of record in Plat Book B, Page 5, Public Records of Columbia County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

*Signed, sealed and delivered
in our presence:*

Shane Williams

WITNESS

PRINT NAME: Shane Williams

~~Gay E. Ellor by Kipley Renee Smith, her Attorney-In-Fact~~
Attorney-In-Fact

Michael Coleman

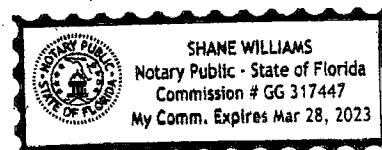
WITNESS

PRINT NAME: Michael Coleman

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization this 28th day of February, 2023, Gay E. Ellor, who is/are personally known to me or has/have produced Driver's License as identification.

Shane Williams
Signature of Notary Public Shane Williams





GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Buddy Slay (owner name), owner of property parcel

number 12516-000 & 12514-000 (parcel number), do certify that

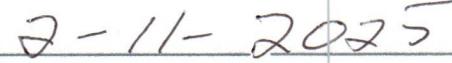
the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Printed Name of Person Authorized	Signature of Authorized Person
1. Carol Chadwick, PE	1. 
2.	2.
3.	3.
4.	4.
5.	5.

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form, which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.


Owner Signature (Notarized)


Date

NOTARY INFORMATION:

STATE OF: FL COUNTY OF: COLUMBIA

The above person, whose name is Buddy Slay, personally appeared before me and is known by me or has produced identification (type of I.D.) on this 11th day of FEBRUARY, 2025.


NOTARY'S SIGNATURE

(Seal/Stamp)

Amanda Harrell
Notary Public
State of Florida
My Commission Expires 09/26/2025
Commission No. HH 154848

Tax Bill Detail

Payment Options

Year	Due
2024	\$0.00
2023	\$0.00
2022	\$0.00
2021	\$0.00
2020	\$0.00
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00

Property Tax Account: R12516-000

FLORIDA FIRST COAST INVESTMENT CORP

MAILING ADDRESS:	PROPERTY ADDRESS:
FLORIDA FIRST	858 LAUREL
COAST INVESTMENT	LAKE CITY 32025
CORP	
677 SW BASCOM	
NORRIS DR	
LAKE CITY FL 32025	

This Bill:	\$0.00
All Bills:	\$0.00
Cart Amount:	\$0.00

Bill 35594 -- No Amount Due

Pay All Bills

 Print Bill / Receipt

 Register for E-Billing

Property Appraiser

Taxes Assessments Legal Description Payment History

Ad Valorem

Authority/Fund	Tax Rate	Charged	Paid	Due
CITY OF LAKE CITY	4.9000	\$324.40	\$324.40	\$0.00
BOARD OF COUNTY COMMISSIONERS	7.8150	\$517.39	\$517.39	\$0.00
COLUMBIA COUNTY SCHOOL BOARD				
DISCRETIONARY	0.7480	\$49.52	\$49.52	\$0.00
LOCAL	3.1430	\$208.09	\$208.09	\$0.00
CAPITAL OUTLAY	1.5000	\$99.30	\$99.30	\$0.00
Subtotal	5.3910	\$356.91	\$356.91	\$0.00
SUWANNEE RIVER WATER MGT DIST	0.2936	\$19.44	\$19.44	\$0.00
LAKE SHORE HOSPITAL AUTHORITY	0.0001	\$0.01	\$0.01	\$0.00
TOTAL	18.3997	\$1,218.15	\$1,218.15	\$0.00

Non-Ad Valorem

Authority/Fund	Charged	Paid	Due
CITY FIRE ASSESSMENT	\$298.81	\$298.81	\$0.00
TOTAL	\$298.81	\$298.81	\$0.00

Tax Bill Detail

Payment Options

Year	Due
2024	\$0.00
2023	\$0.00
2022	\$0.00
2021	\$0.00
2020	\$0.00
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00

Property Tax Account: R12514-000

FLORIDA FIRST COAST INVESTMENT
CORP.INC

Year: 2024 Bill Number: Owner: FLORIDA FIRST
Tax District: 35592 COAST INVESTMENT
1 Property Type: CORP.INC
Real Estate

MAILING ADDRESS: PROPERTY ADDRESS:
FLORIDA FIRST 818 LAUREL
COAST INVESTMENT LAKE CITY 32025
CORP.INC
677 SW BASCOM
NORRIS DR
LAKE CITY FL 32025

This Bill: \$0.00
All Bills: \$0.00
Cart Amount: \$0.00

Bill 35592 -- No Amount Due

Pay All Bills

Print Bill / Receipt

Register for E-Billing

Property Appraiser

Taxes Assessments Legal Description Payment History

Ad Valorem

Authority/Fund	Tax Rate	Charged	Paid	Due
CITY OF LAKE CITY	4.9000	\$136.93	\$136.93	\$0.00
BOARD OF COUNTY COMMISSIONERS	7.8150	\$218.40	\$218.40	\$0.00
COLUMBIA COUNTY SCHOOL BOARD				
DISCRETIONARY	0.7480	\$20.90	\$20.90	\$0.00
LOCAL	3.1430	\$87.83	\$87.83	\$0.00
CAPITAL OUTLAY	1.5000	\$41.92	\$41.92	\$0.00
Subtotal	5.3910	\$150.65	\$150.65	\$0.00
SUWANNEE RIVER WATER MGT DIST	0.2936	\$8.21	\$8.21	\$0.00
LAKE SHORE HOSPITAL AUTHORITY	0.0001	\$0.00	\$0.00	\$0.00
TOTAL	18.3997	\$514.19	\$514.19	\$0.00

Non-Ad Valorem

Authority/Fund	Charged	Paid	Due
CITY FIRE ASSESSMENT	\$301.92	\$301.92	\$0.00
TOTAL	\$301.92	\$301.92	\$0.00

File Attachments for Item:

6. City Council Resolution No. 2026-002 - A resolution of the City of Lake City, Florida, approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida Limited Liability Company, to lease certain vacant land located in the Lake City Airport Industrial Park; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing and authorizing the Mayor to execute a memorandum of lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Vacant Land Lease

DEPT / OFFICE: Airport 542

<p>Originator: Ed Bunnell</p> <table border="1"> <thead> <tr> <th>City Manager</th><th>Department Director</th><th>Date</th></tr> </thead> <tbody> <tr> <td>Don Rosenthal</td><td>Ed Bunnell</td><td>1/5/2026</td></tr> </tbody> </table> <p>Tubular Building Systems LLC. would like to lease an additional 6.77 acres of vacant land in the industrial.</p>			City Manager	Department Director	Date	Don Rosenthal	Ed Bunnell	1/5/2026
City Manager	Department Director	Date						
Don Rosenthal	Ed Bunnell	1/5/2026						
<p>Tubular Building Systems LLC. is expanding their business. They need the additional 6.77 acre lot next to theirs in the airport industrial park.</p>								
<p>Alternatives: None</p>								
<p>Source of Funds: N/A</p>								
<p>Financial Impact: Additional \$52,719.12 a year income.</p>								
<p>Exhibits Attached: Exhibit A</p>								

RESOLUTION NO 2026 - 002
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY AND TUBULAR BUILDING SYSTEMS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO LEASE CERTAIN VACANT LAND LOCATED IN THE LAKE CITY AIRPORT INDUSTRIAL PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LEASE SETTING FORTH THE ESSENTIAL TERMS OF SAID LEASE AGREEMENT FOR PURPOSES OF RECORDING SAME IN THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”), owns and operates the Lake City Airport Industrial Park (the “Park”); and

WHEREAS, Tubular Building Systems, LLC, a Florida limited liability company (the “Tenant”), has leased certain building and land at the Park since 2015, and now desires to lease additional vacant lands for industrial operations; and

WHEREAS, the most recently adopted lease between the City and the Tenant for the building and lands was adopted by Resolution 2026-003 on January 5, 2026; and

WHEREAS, the City has negotiated the terms of a lease agreement with the Tenant to lease additional vacant lands in the Park (the “Agreement”); and

WHEREAS, the City and the Tenant mutually and individually desire to adopt and enter into said Agreement; and

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

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

1. Approving the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is authorized and directed to execute a Memorandum of Lease setting forth the essential terms of the Agreement for purposes of recording said Memorandum of Lease in the public records of Columbia County, Florida; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Airport Land Lease
by and between
City of Lake City, Florida
and
Tubular Building Systems, LLC

This **LAND LEASE** is entered into as of the ____ day of January 2026, ("Effective Date") and is by and between the **City of Lake City, Florida**, a Florida municipality ("Lessor" or "City"), having an address of 205 North Marion Avenue, Lake City, Florida 32055, and **Tubular Building Systems, LLC**, a Florida limited liability company, ("Lessee"), having an address of P.O. Box 2254, Lake City, Florida 32056:

RECITALS

WHEREAS, by instruments of transfer (the "Instruments of Transfer") dated August 29, 1949, and July 7, 1948, said instruments being recorded in Deed Book 59, Page 109, and Deed Book 60, Page 29, Public Records of Columbia County, Florida, Lessor acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport identified by FAA Location Identifier "LCQ" (the "Airport"); and

WHEREAS, the City established an industrial park located upon the Airport, which industrial park is unrecorded (the "Airport Industrial Park" or "Industrial Park") to induce, encourage, and promote commercial, manufacturing, and industrial development within Columbia County, Florida for its citizens; and

WHEREAS, Lessee has leased a certain parcel and commercial building at the Airport since 2015 and is desirous of leasing vacant land adjacent to said existing parcel and commercial building as is hereinafter described for the purpose of operating a business including, but not limited to, constructing tubular steel metal building and other related activities; now, therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, to each this day conveyed by the other party hereto, and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals, including, but not limited to, the facts, terms, and representations thereof, are incorporated as material terms of this lease agreement as if fully set forth herein.
2. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent from the Lessor, the land now owned by Lessor and described in "Exhibit A" attached hereto and by this reference made a part hereof being approximately 7.38 acres of vacant land (the "Premises").

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

limitation, title to the Premises, matters of record in the Official Records, of Columbia County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

3. **TERM:** The initial term of this Lease shall be eleven (11) months and ten (10) days commencing on January 21, 2026, and continuing through and ending on December 31, 2026. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
4. **RENT:** The annualized rent for the initial term of this lease shall be THIRTY-SIX THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS AND SEVENTY EIGHT CENTS (\$36,897.78). The first installment of rent for the period of ten (10) days from January 21, 2026 through January 31, 2026 in the amount of \$1,010.90 shall be payable on January 21, 2026. Thereafter, rent shall be paid monthly, in advance, on the first day of the month in the amount of \$2,952.00 per month, in addition to all applicable sales tax. Rent amounts due for any fraction of a period for which rent is due shall be prorated accordingly. The rent for any renewal terms shall be adjusted each year on the annual anniversary date of the lease as described herein. The rent shall be delivered by U.S. mail to the address first identified above or hand delivered to City Hall, 205 N. Marion Ave., Lake City, Florida 32055, during regular business hours, and shall be considered paid upon receipt by Lessor. Lessee shall pay a one-time late fee of five percent (5%) on each installment of rent which is received by the Lessor after the 15th calendar day of any payment month. All payments required to be made by Lessee to Lessor pursuant to the lease shall be deemed additional rent.
5. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

grant to Lessee an option to extend the lease term for four (4) additional one (1) year terms, on like terms and conditions, with the rent adjusted as follows:

Term	Annual Rent	Monthly Rent
First Extended Term commencing on January 1, 2027 and continuing though and including December 31, 2027	\$36,486.72	\$3,040.56
Second Extended Term commencing on January 1, 2028 and continuing though and including December 31, 2028	\$37,581.12	\$3,131.76
Third Extended Term commencing on January 1, 2029 and continuing though and including December 31, 2029	\$38,708.76	\$3,225.73
Fourth Extended Term commencing on January 1, 2030 and continuing though and including December 31, 2030	\$39,870.00	\$3,322.50

and provided the Lessee, at least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[DOCUMENT CONTINUES WITH PARAGRAPH 6 ON PAGE 4]

6. **NOTICES:** All notices required by law and by this lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, as follows:

To Lessor:

City Manager
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

With a copy to each:

City Attorney
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Airport Director
Lake City Gateway Airport
3524 East US Highway 90
Lake City, FL 32055

To Lessee:

Donald E. Little, Jr.
Manager
Tubular Building Systems, LLC
P.O. Box 2254
Lake City, Florida 32056

7. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the Premises and owner in fee simple thereof with the full right to make this lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the Premises during the term hereof.

8. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the purpose of operating a business including, but not limited to, constructing tubular steel metal building and other related activities. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

9. **COMPLIANCE WITH LAWS:** During the term of this lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Lake City, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances of the City of Lake City, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or special magistrate or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the Premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the Premises.
10. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the Premises or within the Premises that are visible from outside the Premises.
11. **LESSOR'S RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the Premises and buildings for the purpose of inspecting the same.
12. **IMPROVEMENTS OF PREMISES UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said Premises shall become the property of the Lessor upon termination of this lease.
13. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the Premises, Lessor expressly reserves the right to further develop or improve any area of the Airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the Airport and industrial parks of the Airport and all publicly owned facilities of the Airport; and take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the Airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the Airport and its industrial parks or constitute a hazard to such.
14. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the Premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

further agrees to take delivery of all City of Lake City utilities when each utility service is made available.

15. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and any buildings presently located on the Premises, or constructed thereon during the course of this lease.

Lessee agrees to obtain the written consent of Lessor prior to the initiation of construction of any structures, to any degree, located on or to be located on the Premises. Further, Lessee agrees the interests of the Lessor in the Premises shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

16. **INSURANCE AND BUILDING:**

- (a) Lessee shall carry public liability and property damage insurance policies with respect to the Premises and any improvements thereto. Such policies shall name Lessor as an additional insured, and have limits of no less than \$1,00,00.00 for injury or death to any one person and \$2,000,000.00 for any one accident and \$1,000,000.00 with respect to damage to property. Such policies shall be issued by companies authorized to transact business in the state of Florida, and shall be in a form satisfactory to Lessor and shall provide for at least fifteen (15) days prior notice to Lessor of cancellation.
- (b) If any structure located on the Premises is totally destroyed or so damaged by fire or other casualties that it cannot be repaired or restored within ninety (90) days, this lease may, at the option of either Lessor or Lessee, be terminated and upon such termination, the rent shall abate for the remainder of the term. If the damage to the building is only partial and can be restored to its present condition within ninety (90) days, Lessor shall restore it as speedily as circumstances reasonably permit. Lessor may enter upon the Premises for the purpose of performing the restoration work. The rent shall abate until the restoration work has been completed. However, if such damage to any structure occurs during the final twelve (12) months of the then current term, Lessor may terminate this lease by giving written notice to Lessee within thirty (30) days after the damage occurs. If Lessor exercises such option, the rent shall abate for the remainder of the term of the lease.
- (c) At any time after occupancy of the Premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within fifteen (15) days of written notice.

17. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

18. **SUBORDINATION:**

- (a) This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the Premises.
- (b) This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

19. **REAL PROPERTY TAXES AND ASSESSMENTS:** Lessor shall pay all annual ad valorem taxes and assessments, of any kind, levied and imposed upon the Premises and improvements and will provide Lessee with a copy of the tax notice and paid receipt for such taxes. Within thirty (30) days following Lessee's receipt of the tax notice and paid receipt for such taxes, Lessee shall reimburse Lessor all of such taxes and assessments. Taxes owed for the last year of this lease, whether by expiration or early termination, shall be prorated between Lessor and Lessee.
20. **ASSIGNMENT AND SUBLetting:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this lease.
21. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the Premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses

incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

22. **CONDEMNATION:** In the event the entire Premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the lease; should a substantial part of said Premises be so taken, the Lessee may cancel this lease or at its option retain the remainder of the Premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
23. **CLEANLINESS:** Lessee shall at all times keep the Premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the Premises and shall commit or suffer no waste of the Premises or maintain any nuisance thereon.

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

24. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on the Premises pursuant to the terms of this lease, during the term of said lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this lease.

25. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the termination of this lease shall forthwith be entitled to immediate possession of the Premises.

26. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto, including buildings (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.

27. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the Premises is a portion of the Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport. This lease may be subject to approval of the Federal Aviation Administration (the "FAA"). If the FAA disapproves this lease, either party may terminate the lease by providing written notice. This lease shall not be deemed a grant of any exclusive right for the use of the Airport or the granting of exclusive rights prohibited by any state, federal, or local statutes or regulations.

28. **NONDISCRIMINATION:** The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

29. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.
30. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
31. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political

subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the Airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the Airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the Airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive

plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

32. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
33. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
34. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
35. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the City of Lake City Council.
36. **RESERVATION OF RIGHTS:** This lease shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which Lessor acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, the State of Florida, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity. These terms and conditions include, but

are not limited to, requirements that the Lessor obtain fair market rental value for the Premises for the duration of the lease term.

Supplemental to the foregoing, and not as a limitation thereof, this lease shall be subject to the terms, conditions and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the LESSOR and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the LESSOR or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the LESSOR to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

37. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Airport Land Lease to be recorded with the Clerk of Courts of Columbia County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate this _____ day of January 2026.

LESSOR:

City of Lake City, Florida

LESSEE:

Tubular Steel, LLC, a Florida limited liability company

Noah E. Walker, Mayor

By: Donald E. Little, Jr., Manager

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

Audrey E. Sikes, City Clerk

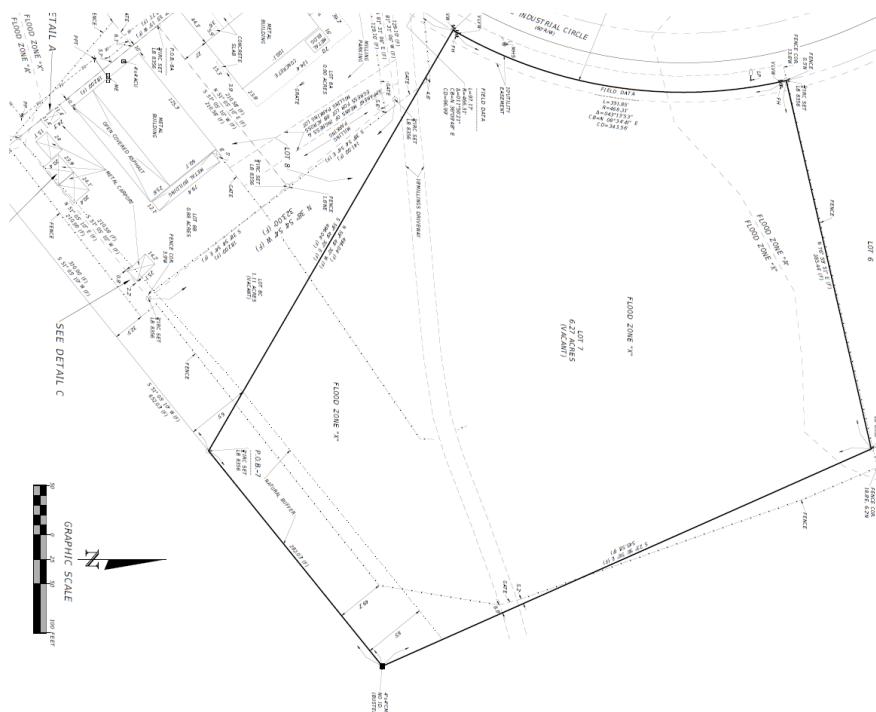
EXHIBIT "A"

Page 1 of 3

Lot 7 and a portion of Lot 8 of the City of Lake City Airport Industrial Park, an unrecorded subdivision, described as follows, said portion of Lot 8 being subject to an easement for ingress and egress benefitting the remainder of Lot 8, depicted as follows:

Lot 7:

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 1196.15 feet to the POINT OF BEGINNING; thence North 59°49'30" West, a distance of 496.04 feet to a point on the Southeasterly right-of-way line of SE Industrial Circle, said point being a point on a curve concave to the West having a radius of 466.31 feet, a central angle of 43°13'53", a chord bearing of North 08°34'41" East, and a chord distance of 343.56 feet; thence Northerly along the arc of said curve, still being said Southeasterly right-of-way line of SE Industrial Circle, a distance of 351.85 feet to the end of said curve; thence North 76°59'51" East, a distance of 385.44 feet; thence South 23°56'56" East, a distance of 545.58 feet; thence South 51°05'10" West, a distance of 282.03 feet to the POINT OF BEGINNING.



Lessee Initials: _____

Lessor Initials: _____

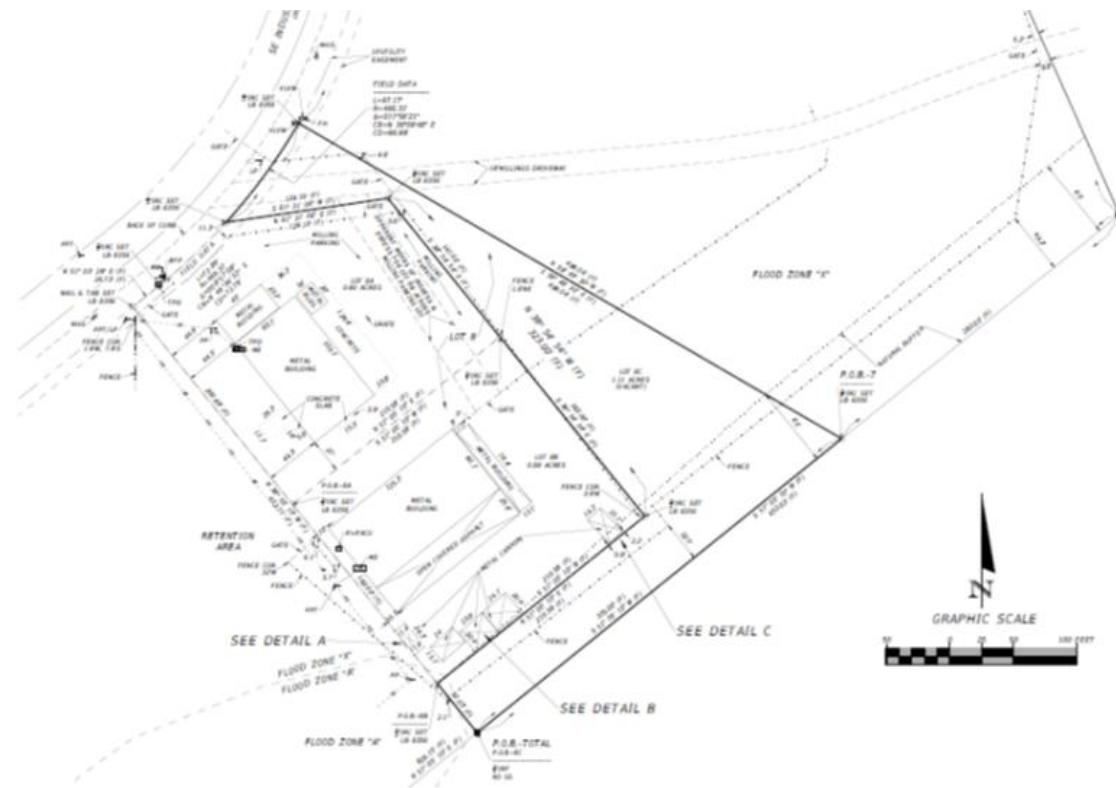
EXHIBIT

Page 1 of 3

EXHIBIT "A"

Portion of Lot 8:

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 50.03 feet; thence North 51°05'10" East, a distance of 210.56 feet; thence North 38°54'54" West, a distance of 323.00 feet; thence South 81°31'06" West, a distance of 129.10 feet to a point on the Southeasterly right-of-way line of SE Industrial Circle, said point being a point on a curve concave to the West having a radius of 466.31 feet, a central angle of 11°56'21", a chord bearing of North 36°09'48" East, and a chord distance of 96.99 feet; thence Northerly along the arc of said curve, still being said Southeasterly right-of-way line of SE Industrial Circle, a distance of 97.17 feet to the end of said curve; thence South 59°49'30" East, a distance of 496.04 feet; thence South 51°05'10" West, a distance of 370.01 feet to the POINT OF BEGINNING.



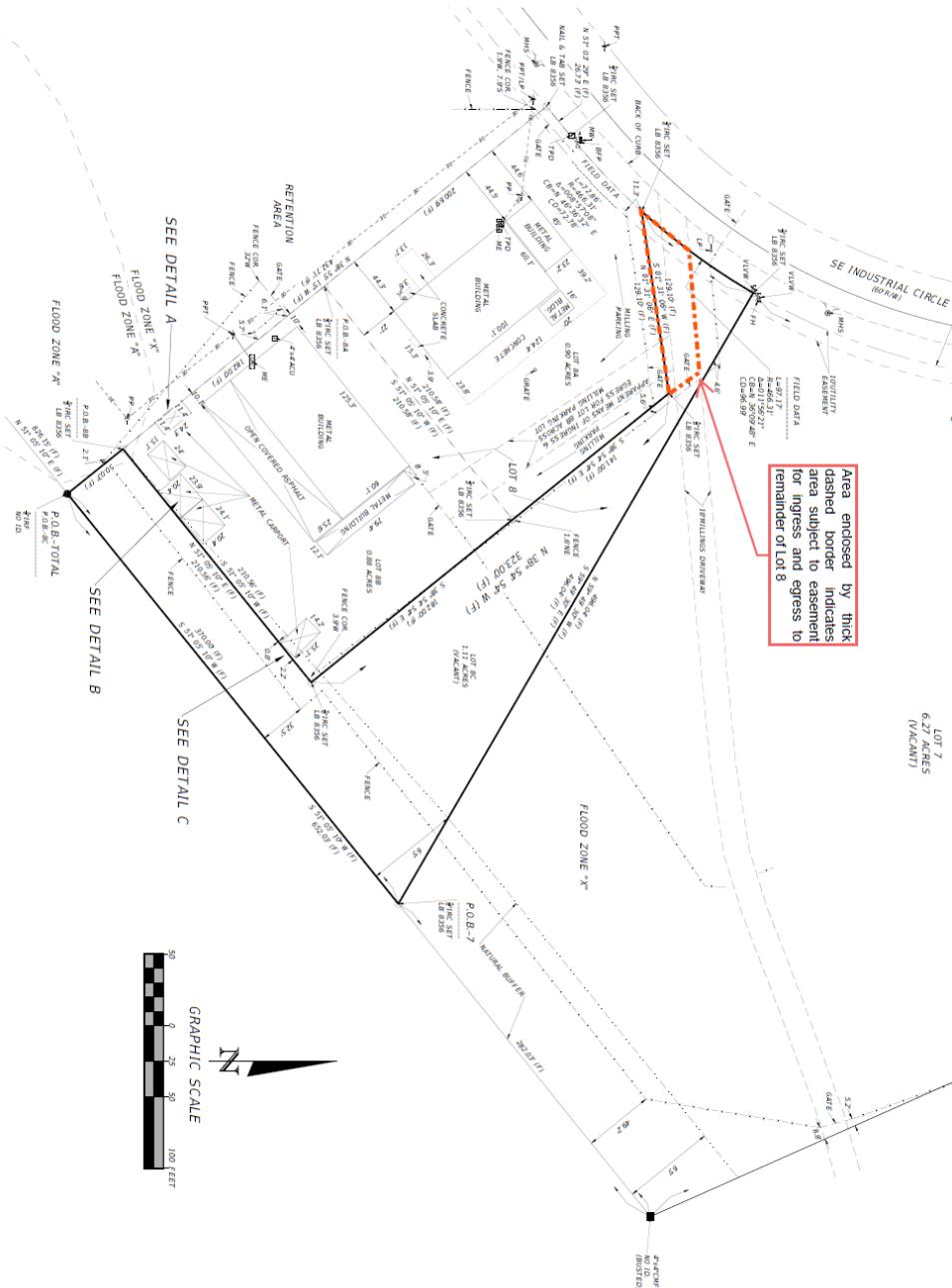
Lessee Initials: _____

Lessor Initials: _____

EXHIBIT "A"

Page 3 of 3

Portion of Lot 8 subject to easement for ingress and egress to remainder of Lot 8:



Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

Return to:

City of Lake City
Attn: Procurement Director
205 North Marion Avenue
Lake City, FL 32055

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of January 2026, by and between the City of Lake City, Florida, a Florida municipality (the "Lessor" or "City"), and Tubular Building Systems, LLC, a Florida limited liability company (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into an agreement titled *Airport Land Lease Between the City of Lake City, Florida and Tubular Building Systems, LLC* effective January 21, 2026, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property and building herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Columbia County, Florida; now therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties the Lease contains additional terms not set forth below and the enforceability of such additional terms shall not be affected by their omission from this *Memorandum of Land Lease*:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit: the land now owned by Lessor and described in Exhibit "A" attached hereto and by this reference made a part hereof.
2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for eleven (11) months and ten (10) days, beginning on January 21, 2026, and ending on and continuing through December 31, 2026. The Lessee has an option pursuant to the Lease to renew the Lease for four (4) additional one (1) year terms.
3. Subject to the terms of the Lease, the Lease allows the Lessee to construct or place leasehold improvements upon the Premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT
Page 1 of 3

Memorandum of Airport Land Lease
Lake City Gateway Airport

City of Lake City, Florida (LESSOR)
Tubular Building Systems, LLC, (LESSEE)

IN WITNESS WHEREOF, the parties have executed this document this _____ day of January, 2026.

LESSOR:

City of Lake City, Florida

LESSEE:

Tubular Building Systems, LLC, a Florida limited
liability company

Noah E. Walker, Mayor

By: Donald E. Little, Jr., Manager

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence on this
_____ day of January, 2026 by Noah E. Walker, Mayor, on behalf of the City of Lake City,
Florida, who is personally known to me.

Notary Public - Signature

Notary Name - Printed

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of January, 2026 by Donald E. Little, Jr., Manager,
on behalf of the Tubular Building Systems, LLC, a Florida limited liability company, who is
personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

Lessee Initials: _____

Lessor Initials: _____

EXHIBIT
Page 2 of 3

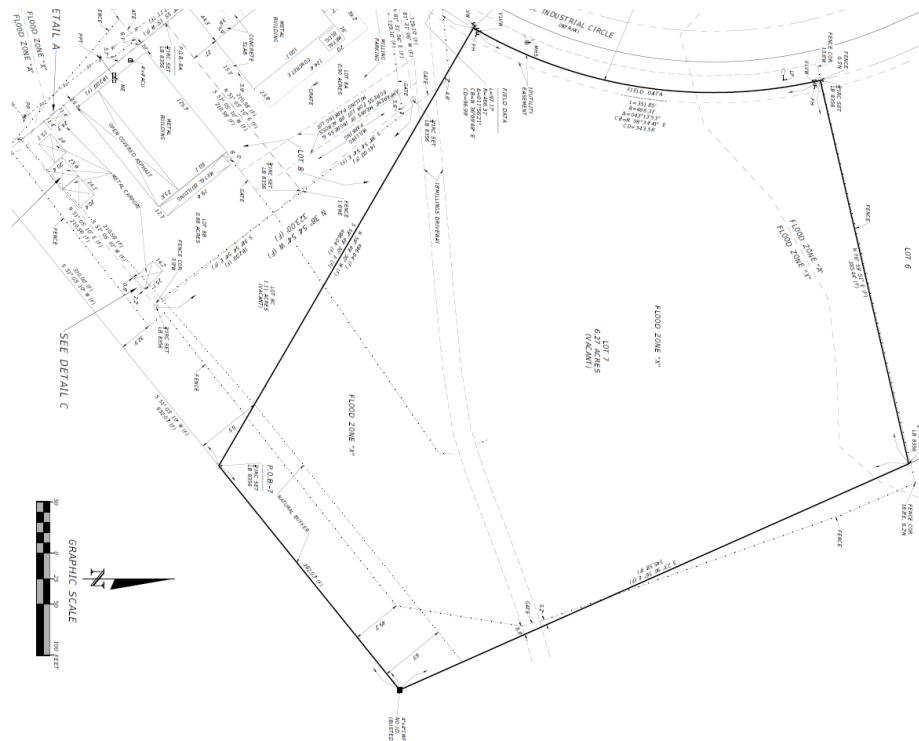
EXHIBIT "A"

Page 1 of 3

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Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

EXHIBIT "A"

Page 2 of 3

Portion of Lot 8:

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 50.03 feet; thence North 51°05'10" East, a distance of 210.56 feet; thence North 38°54'54" West, a distance of 323.00 feet; thence South 81°31'06" West, a distance of 129.10 feet to a point on the Southeasterly right-of-way line of SE Industrial Circle, said point being a point on a curve concave to the West having a radius of 466.31 feet, a central angle of 11°56'21", a chord bearing of North 36°09'48" East, and a chord distance of 96.99 feet; thence Northerly along the arc of said curve, still being said Southeasterly right-of-way line of SE Industrial Circle, a distance of 97.17 feet to the end of said curve; thence South 59°49'30" East, a distance of 496.04 feet; thence South 51°05'10" West, a distance of 370.01 feet to the POINT OF BEGINNING.



Lessee Initials:

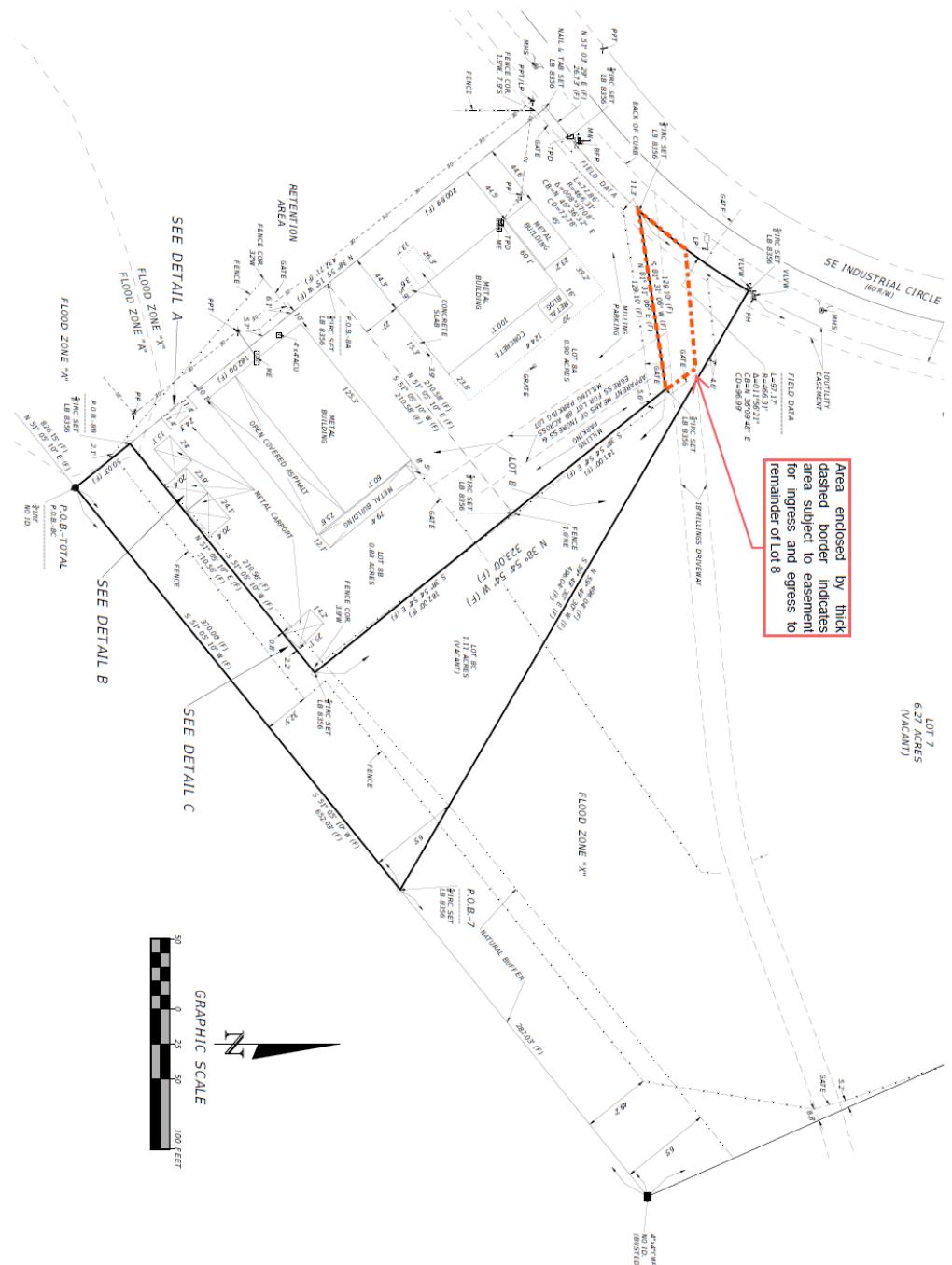
Lessor Initials:

EXHIBIT

EXHIBIT "A"

Page 3 of 3

Portion of Lot 8 subject to easement for ingress and egress to remainder of Lot 8:



Lessee Initials: _____

Lessor Initials: _____

EXHIBIT

File Attachments for Item:

7. City Council Resolution No. 2026-010 - A resolution of the City Council of the City of Lake City, Florida, adopting that certain Memorandum of Agreement with Florida Department of Corrections Identified as Agreement Number A572 to provide support during emergencies or escapes at the Columbia Correctional Institution and/or Lake City Community Release Center; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
1-20-26

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: **Renewal Memorandum of Agreement (MOU) between Lake City Police Department & Florida Department of Corrections**

DEPT / OFFICE: **Police Department**

Originator:

Chief of Police Gerald Butler

City Manager	Department Director	Date
Don Rosenthal, City Manager	Gerald Butler <i>bjt</i>	12-17-25

Recommended Action: Approve the Lake City Police Department (LCPD) renewing an agreement with Florida Department of Corrections.

Summary Explanation & Background:

This Agreement establishes general conditions and permits the Lake City Police Department to maintain support during an actual or anticipated emergency or escape at the Columbia Correctional Institution and/or Lake City Community Release Center.

Alternatives:

None

Source of Funds:

N/A

Financial Impact:

None

Exhibits Attached:

- Renewal Memorandum of Understanding A5728
- Current MOU A4900 with Resolution 2021-062

RESOLUTION NO 2026 – 010

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THAT CERTAIN MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF CORRECTIONS IDENTIFIED AS AGREEMENT NUMBER A572 TO PROVIDE SUPPORT DURING EMERGENCIES OR ESCAPES AT THE COLUMBIA CORRECTIONAL INSTITUTION AND/OR LAKE CITY COMMUNITY RELEASE CENTER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) desires to enter into that certain Memorandum of Agreement with the Florida Department of Corrections (the “Agency”) to provide support during an actual or anticipated emergency or escape at the Columbia Correctional Institution and/or Lake City Community Release Center (the “Services”); and

WHEREAS, the City and the Agency desire to provide the Services pursuant to the terms of the Memorandum of Agreement between the City and the Agency in the form of the agreement attached hereto (the “Agreement”); and

WHEREAS, the City Council finds adopting the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

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

1. Adopting the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind

the City to the terms of the Agreement; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA:

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
LAKE CITY POLICE DEPARTMENT

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the Lake City Police Department (“Agency”), which are the parties hereto.

WITNESSETH

WHEREAS, the Department is responsible for the Inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.); and

WHEREAS, this Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency or escape at the Department’s Columbia Correctional Institution/ Lake City Community Release Center (“Institution”).

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on May 22, 2026, and shall end on May 21, 2031.

B. Agreement Renewal

The parties have the option to renew this Agreement for up to an additional five (5) year period beyond the initial Agreement term, in whole or in part, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of the renewal option shall be conditioned, at a minimum, on the Agency’s performance of the Agreement. The Department, if it desires to exercise the renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement expiration date.

II. SCOPE OF AGREEMENT

A. Definitions

The capitalized terms used in this Agreement, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Agreement Administrator:** The Department employee, or designee, who is responsible for maintaining the official Agreement file, drafting and processing all amendments, maintaining records of all formal correspondence between the parties regarding the administration of this Agreement, and terminating the Agreement, if necessary.

2. **Agreement Manager:** The Department or Agency employee, or their designee, who is responsible for enforcing the performance of the Agreement terms and conditions and shall serve as liaisons between each party and the other.
3. **Inmate(s):** An individual who is incarcerated by the Department confined to an Institution or hospital.
4. **Institution:** As used herein refers to Columbia Correctional Institution/Lake City Community Release Center, a correctional institution that houses Inmates in the custody of the Department.
5. **Warden:** The Department employee responsible for supervising the governance, discipline, and policy of their assigned correctional institution and enforcing all orders and rules.

B. Agency's Responsibilities

1. The Agency shall contact the Department by the following emergency contact method at the Institution, through the Warden: (386) 754 – 7601 or switchboard (386) 754 - 7600.
2. In the event the Institution has reason to believe that an emergency or escape is imminent, the Agency agrees to respond, upon the Department's notification, 24 hours per day, seven (7) days per week with the following resources:
 - a. As appropriate, the Agency will gather the necessary personnel support;
 - b. Support in the event of a riot, disorder, or a hostage situation;
 - c. Communications assistance; and
 - d. Other assistance as deemed necessary and available.
3. When participating in applicable simulations, exercises, or other emergency training at the Institution, the Agency's staff shall always be supervised by the Agency's staff in command. At no time shall the Agency's staff be considered to be operating under the supervision, direction, or control of the Institution or the Department.
4. The Agency shall adhere to any and all relevant security guidelines, including but not limited to, Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions" and the "Security Requirements for Contractors," included as Attachment A . These requirements are subject to change.

C. Department's Responsibilities

1. The Department will contact the Agency by the following emergency contact methods: Chief of Police: (386) 752 - 4344 or 911.
2. The Department will notify the Agency through the 911 Emergency Number and provide sufficient details about the incident that initiated the need to call.
3. If an Inmate escape occurs, the Department will provide an initial description of the escapee(s), including his or her name(s), race(s), physical description(s), clothing last seen wearing, noticeable marks and or scars, and other pertinent information.

- a. The Department will dispatch armed patrols to pre-assigned areas and adjust patrols according to the determined route of Inmate(s) travel, pursuant to, and as used in, Department Procedure 602.034 "Perimeter Security."
- b. The Department will provide a copy of the escapee(s) photo to the Agency and update the Agency regarding the direction of travel of the escaped Inmate(s).
- c. The Department will update the Agency regarding the location of the Institution's armed stationary and patrolling units and continue search efforts until recapture is effected or the search is suspended.

4. Upon prior notification to the Warden, the Department will make arrangements for the Agency's key staff to tour the Institution or otherwise familiarize themselves with potential emergency scenarios at the Institution. All the staff responding from both parties will be appropriately trained.
5. The Department will invite the Agency's staff to participate in applicable simulations, exercises, or other emergency training at the Institution.
6. The Department will furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

D. Joint Responsibilities

1. The Institution and the Agency's command staff will cooperatively manage an emergency on the Institution's property; the Institution and the Agency's command staff will directly supervise their own participating staff.
2. Both the Institution and Agency staff will report to the Institution's Administration Building which will serve as the external staging area.
3. Each party shall be responsible for verifying the identification of its own staff.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement does not create financial obligations between the parties. If costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. Agreement Administrator

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3700
Email: ContractAdmin@fdc.myflorida.com

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers.

FOR THE DEPARTMENT:

Warden
Columbia Correctional Institution
216 S.E. Corrections Way
Lake City, Florida 32025
Telephone: (386) 754-5484
Email:
ColumbiaCI.WardenOffice@fdc.myflorida.com

FOR THE AGENCY:

Gerald Butler - Chief
Lake City Police Department
225 NW Main Blvd, Suite #102
Lake City, Florida 32055
Telephone: (386) 758-5484
Email: butlerg@lcflapd.com

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate the terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations for either party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section IV. AGREEMENT MANAGEMENT, modifications shall be valid only through the execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV. AGREEMENT MANAGEMENT, may be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

VI. TERMINATION

A. Termination at Will

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than 30 calendar days' written notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

B. Termination for Cause

This Agreement may be terminated with 24 hours' written notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

C. Termination for Unauthorized Employment of Transport

Violation of the provisions of the Immigration and Nationality Act related to "Unlawful Employment of Aliens" in Section 274A (8 U.S.C. 1324a) or "Bringing in and Harboring Certain Aliens" in Section 274 (8 U.S.C. 1324) shall be grounds for unilateral cancellation of this Agreement.

VII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the Department; and (d) upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Agency or keep and maintain public records required by the Department to perform the service. If the Agency transfers all public records to the Department upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Agreement for refusal by the Agency to allow public access to all documents, papers, letters, or other material made or received by the Agency in conjunction with the Agreement, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.071, F.S.

If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency's duty to provide public records relating to the Agreement, contact the custodian of public records at:

**Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9774
Fax: (850) 922-4355
Website:
[https://floridadoc.govqa.us/WEBAPP/rs/\(S\(mxurvkhn004wtw1eymm15f4x\)\)/SupportHome.aspx](https://floridadoc.govqa.us/WEBAPP/rs/(S(mxurvkhn004wtw1eymm15f4x))/SupportHome.aspx)**

B. Sovereign Immunity

The Department and the Agency are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further,

nothing herein constitutes consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintain confidentiality with reference to individuals receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The parties agree to keep all personnel information of the other party (i.e., staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing, by the other party.

D. Independent Contractor Status

The Agency is an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department will neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. This Agreement is not a partnership or a joint venture between the parties.

E. Disputes

Any dispute arising from the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Agreement Manager, and the Agreement Administrator.

F. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email, to the respective addresses of the parties as set forth in Section IV. AGREEMENT MANAGEMENT. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable if sent on a business day between the hours of 8 a.m. and 5 p.m. All notices by email transmitted after 5 p.m. shall be deemed received on the following business day unless the Agreement specifies otherwise. Either party may change the names, addresses, or telephone numbers set forth in Section IV. AGREEMENT MANAGEMENT, by written notice given to the other party as provided above.

G. Prison Rape Elimination Act

The Agency shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Agency's staff who will not enter the secured perimeter but can be on property in the presence of an Inmate, shall also comply with all Department policies and procedures that relate to PREA (see Department Procedure 602.053, "Prison Rape Prevention, Detection, and Response") and immediately report any suspected/reported PREA violations to the Agreement

Manager for the Department and the Warden's office verbally and follow up with a written notification to the Agreement Manager and the Warden's office within 24 hours of learning about the suspected PREA violation.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any unforeseeable delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7) F.S., the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

AGENCY:
LAKE CITY POLICE DEPARTMENT

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS Approved as to form and legality, subject to execution.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: J. Olyn Long

NAME: Kristen Clemons

TITLE: Procurement Director

TITLE: Deputy General Counsel

DATE: _____

DATE: _____

Firm Representing: _____

Contractor/Vendor
Employee Name: _____
(Print)

FLORIDA DEPARTMENT OF CORRECTIONS

SECURITY REQUIREMENTS FOR CONTRACTORS

944.47 Introduction, removal, or possession of contraband; penalty.

(1)(a) Except through regular channels as authorized by the officer in charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom, any of the following articles which are hereby declared to be contraband for the purposes of this section, to wit:

1. Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
2. Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
3. Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
4. Any controlled substance as defined in section 893.02(4), marijuana as defined in section 381.986, hemp as defined in section 581.217, industrial hemp as defined in section 1004.4473, or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
5. Any firearm or weapon of any kind or any explosive substance.
6. Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution. As used in this subparagraph, the term "portable communication device" means any device carried, worn, or stored which is designed or intended to receive or transmit verbal or written messages, access, or store data, or connect electronically to the Internet or any other electronic device and which allows communications in any form. Such devices include, but are not limited to, portable two-way pagers, hand-held radios, cellular telephones, Blackberry-type devices, personal digital assistants or PDA's, laptop computers, or any components of these devices which are intended to be used to assemble such devices. The term also includes any new technology that is developed for similar purposes. Excluded from this definition is any device having communication capabilities which has been approved or issued by the department for investigative or institutional security purposes or for conducting other state business.
7. Any vapor-generating electronic device as defined in section 386.203, intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution.

(b) It is unlawful to transmit or attempt to transmit to, or cause or attempt to cause to be transmitted to or received by, any inmate of any state correctional institution any article or thing declared by this subsection to be contraband, at any place which is outside the grounds of such institution, except through regular channels as authorized by the officer in charge of such correctional institution.

(c) It is unlawful for any inmate of any state correctional institution or any person while upon the grounds of any state correctional institution to be in actual or constructive possession of any article or thing declared by this section to be contraband, except as authorized by the officer in charge of such correctional institution.

(2)(a) A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)1., subparagraph (1)(a)2., or subparagraph (1)(a)6. commits a felony of the third degree, punishable as provided in section 775.082, section 775.083, or section 775.084. A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)7. commits a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083. Otherwise, a violation of this section is a felony of the second degree, punishable as provided in section 775.082, section 775.083, or section 775.084.

(b) A violation of this section by an employee, as defined in section 944.115(2)(b), who uses or attempts to use the powers, rights, privileges, duties, or position of her or his employment in the commission of the violation is ranked one level above the ranking specified in section 921.0022 or section 921.0023 for the offense committed.

In addition to the statutory requirements, these are additional security guidelines:

- (1) Absolutely, no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (2) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (3) Keep all keys in your pockets. Do not leave keys in the ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel-locking devices may also be required.
- (4) Establish with the Institutional Warden and/or Chief of Security where construction vehicles should be parked and staging area for materials storage.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as Class AA, A, or B.
 - (a) Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively.
 - (b) Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates.
 - (c) Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times.
 - (d) At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each toolbox; one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the toolbox is brought into the facility, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (7) Prior approval must be obtained from the Chief of Security before bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (8) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the contractor is requested to

minimize the number of deliveries.

- (9) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff, and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (10) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval before shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (11) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

Contractor/Vendor Signature

Date

Susan Tuell

From: Gerald Butler
Sent: Tuesday, December 16, 2025 11:36 AM
To: Susan Tuell
Subject: FW: New Agreement #A5728 Lake City Police Department
Attachments: A5728 Lake City Police Department -Unexecuted.pdf

Sue,
Prepare this for council.

Send to me so I can do the ADA.

thanks

Gerald Butler
Chief of Police
Lake City Police Department
225 NW Main Blvd.
Lake City, FL 32055
386-758-5438

From: Wimberly, Anita <Anita.Wimberly@fdc.myflorida.com>
Sent: Tuesday, December 16, 2025 10:55 AM
To: Gerald Butler <butlerg@LCFLAPD.COM>
Cc: Contract Admin <ContractAdmin@fdc.myflorida.com>; Susan Tuell <tuells@LCFLAPD.COM>
Subject: New Agreement #A5728 Lake City Police Department

Some people who received this message don't often get email from anita.wimberly@fdc.myflorida.com. [Learn why this is important](#)

Good morning,

Enclosed for signature is a digital copy of Agreement #A5728 between the Florida Department of Corrections and your organization. This Agreement shall begin on the date it is signed by both parties, whichever is later.

The purpose of this Agreement is to establish the general conditions and joint processes that will permit the Department and the Agency to establish and maintain support during an actual or anticipated emergency/escape at the Columbia Correctional Institution/Lake City Community Release Center.

To provide a seamless transition in contracting, you can provide a scanned signed copy of the document via return email if you do not need an original signature for your records. Please submit your response by COB December 23, 2025.

Kind Regards,

Anita Wimberly
Contract Administration Analyst, Bureau of Procurement
Office of Financial Management
Florida Department of Corrections

Susan Tuell

From: Gerald Butler
Sent: Tuesday, December 16, 2025 11:36 AM
To: Wimberly, Anita
Cc: Contract Admin; Susan Tuell
Subject: RE: New Agreement #A5728 Lake City Police Department

Anita,
We are in receipt of your email.

Due to the City of Lake City City Charter, all MOU/Agreements have to go in front of City Council for approval.

The earliest this will go in front of council is in January.

We will get it to you as soon as possible.

I fully intent to renew our MOU.

Any questions, let me know.

Gerald Butler
Chief of Police
Lake City Police Department
225 NW Main Blvd.
Lake City, FL 32055
386-758-5438

From: Wimberly, Anita <Anita.Wimberly@fdc.myflorida.com>
Sent: Tuesday, December 16, 2025 10:55 AM
To: Gerald Butler <butlerg@LCFLAPD.COM>
Cc: Contract Admin <ContractAdmin@fdc.myflorida.com>; Susan Tuell <tuells@LCFLAPD.COM>
Subject: New Agreement #A5728 Lake City Police Department

Some people who received this message don't often get email from anita.wimberly@fdc.myflorida.com. [Learn why this is important](#)

Good morning,

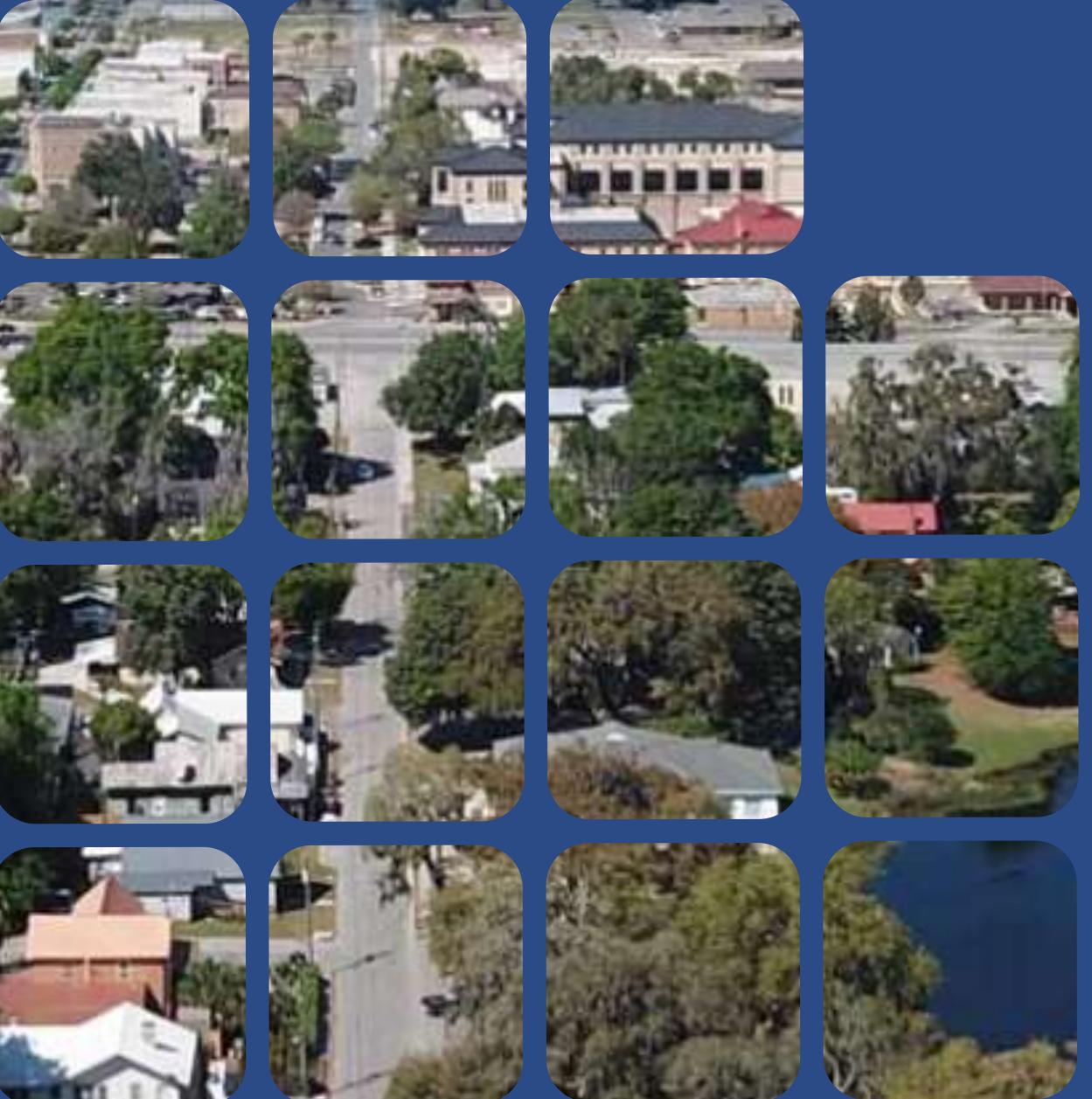
Enclosed for signature is a digital copy of Agreement #A5728 between the Florida Department of Corrections and your organization. This Agreement shall begin on the date it is signed by both parties, whichever is later.

The purpose of this Agreement is to establish the general conditions and joint processes that will permit the Department and the Agency to establish and maintain support during an actual or anticipated emergency/escape at the Columbia Correctional Institution/Lake City Community Release Center.

To provide a seamless transition in contracting, you can provide a scanned signed copy of the document via return email if you do not need an original signature for your records. Please submit your response by COB December 23, 2025.

File Attachments for Item:

9. City Council Ordinance No. 2026-2350 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-08, submitted by Pam Stewart and Scott D. Stewart, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at SW quadrant of I75 and SR47.



Annexation ANX 25-08

PRESENTED BY
ROBERT ANGELO



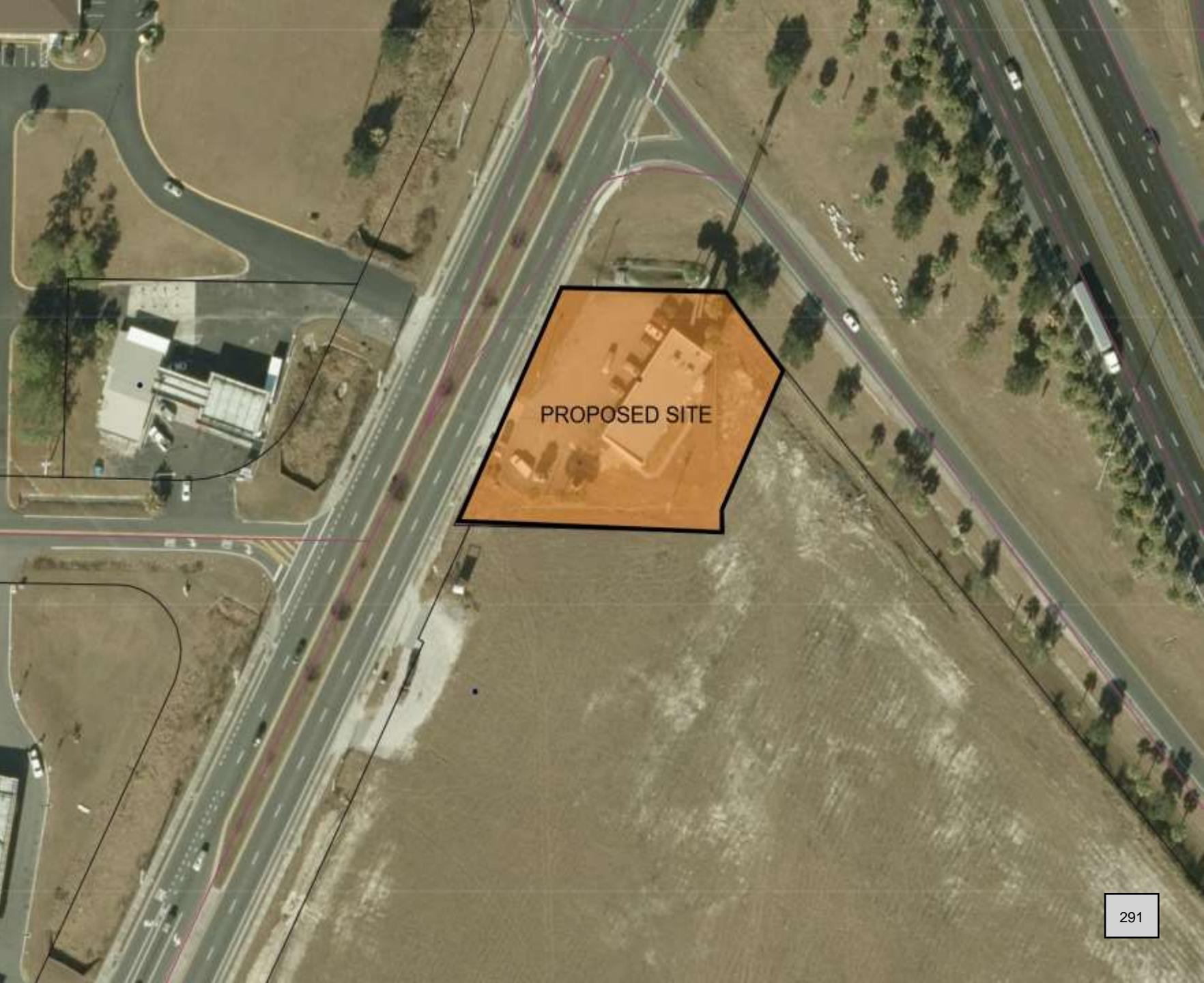
Introduction

- Applicant has requested to annex parcel 08891-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

Joint Planning Area



Location



Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15th, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18th, 2025, by Ordinance 2025-23.



Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2350.

QUESTIONS?



ORDINANCE NO. 2026-2350

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**
2 **PETITION NO. ANX 25-08, SUBMITTED BY PAM SETWART AND SCOTT D.**
3 **STEWART, RELATING TO VOLUNTARY ANNEXATION; ANNEXING**
4 **CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA,**
5 **WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY**
6 **OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN**
7 **SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL**
8 **ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

9 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
10 of Lake City, Florida, (the “City Council”), to annex real property into the corporate boundaries of
11 the City of Lake City, Florida, (the “City”); and

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

16 **WHEREAS**, the Interlocal Service Boundary Agreement (the “ISBA”) between the Board of County
17 Commissioners of Columbia County, Florida, (the “County”), adopted by Columbia County
18 Ordinance No. 2025-23 and the City, adopted by City of Lake City Ordinance No. 2026-2345
19 permits property not contiguous to the boundaries of the City to be annexed into the City; and

20 **WHEREAS**, Pam Stewart and Scott D. Stewart, the owner of certain real property more
21 particularly described herein below (the “Real Property”), has petitioned that the same be
22 voluntarily annexed and incorporated into the boundaries of the City; now therefore

23 **BE IT ORDAINED** by the People of the City of Lake City, Florida, as follows:

24 1. Pursuant to a petition, ANX 25-08, by Pam Stewart and Scott D. Stewart, the owner of Real
25 Property, said Real Property being depicted on Schedule A: Location Map, attached hereto
26 and incorporated as part of this Ordinance, and is reasonably compact, has petitioned the
27 City to have said Real Property annexed into the City.

28 A parcel of land lying in Section 30, Township 4 South, Range 17 East, Columbia
29 County, Florida. Being more particularly described as follows: Commence at

30 the Southeast corner of the Northwest 1/4 of said Section 30; thence North
31 00°22'20" West, along the East line of the Northwest 1/4 of the Northwest 1/4,
32 a distance of 20.50 feet to a point on the Northerly right-of-way line of a county
33 road for a Point of Beginning; thence South 89°48'22" West, along said
34 Northerly right-of-way line of said county road, 207.41 feet to the Easterly
35 right-of-way of State Road 47; thence North 33°46'40" East, along the Easterly
36 right-of-way line of said State Road 47, a distance of 217.86 feet to the
37 Southwesterly right-of-way line of Intersatte 75 (State Road 93); thence South
38 88°24'42" East, along said Southwesterly right-of-way line of Interstate 75
39 (State Road 93), a distance of 71.43 feet; thence South 00°22'20" East, along
40 the East line of said Northwest 1/4 of the Northwest 1/4 of Section 30, a
41 distance of 162.56 feet to the Point of Beginning.

42 AND

43 The North 1/2 of the following: a strip of land 41.00 feet in width lying 20.50
44 feet North and 20.50 feet South of the following described survey line: Begin
45 at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section
46 30, Township 4 South, Range 17 East, Columbia County, Florida; thence West,
47 along the South boundary of the said Northwest 1/4 of the Northwest 1/4 of
48 said Section 30, a distance of 275.00 feet, to the centerline of State Road 47,
49 less and except that part of the above-described property lying within the right-
50 of-way of said State Road 47.

51 AND

52 Commence at the Southwest corner of the NW 1/4 of the Northwest 1/4,
53 Section 30, Township 4 South, Range 17 East, Columbia County, Florida; thence
54 North 00°23'36" West, along the West line of said NW 1/4 of the Northwest
55 1/4 of Section 30, a distance of 20.50 feet to the Point of Beginning; thence
56 continue North 00°23'36" West, sill along said West line, 162.14 feet to the
57 Southwesterly right-of-way line of Interstate Highway 75 (State Road 93);
58 thence South 41°09'12" East, along said Southwesterly right-of-way line, 77.31
59 feet; thence South 25°35'04" West 115.23 feet to the Point of Beginning.

60 All said lands containing 0.81 acre, more or less.

61 2. The City Council finds the petition bears the signatures of all owners of said Real Property in
62 the area proposed to be annexed.

63 3. The City Council finds said Real Property meets the criteria established by Chapter 171,
64 Florida Statutes, as amended, and said ISBA between the County, and the City, and should

65 be annexed to the boundaries of the City.

66 4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part
67 of the City.

68 5. The boundaries of the City are hereby redefined to include said Real Property.

69 6. Annexation. Said Real Property shall continue to be classified as follows: HIGHWAY
70 INTERCHANGE under the land use classifications as designated on the Future Land Use Plan
71 Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, HIGHWAY
72 INTERCHANGE (CHI) under the zoning districts as designated on the Official Zoning Atlas of
73 the Columbia County Land Development Regulations until otherwise changed or amended
74 by appropriate ordinance of the City.

75 7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby
76 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject
77 to all general and special assessments.

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

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

88 a) Florida Department of State, Tallahassee, Florida;

89 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;

90 c) Clerk of the Circuit Court of Columbia County, Florida;

91 d) Chief Administrative Officer of Columbia County, Florida;

92 e) Property Appraiser of Columbia County, Florida;

93 f) Tax Collector of Columbia County, Florida; and

94 g) All public utilities authorized to conduct business within the City.

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

101 11. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to
102 the extent of such conflict.

103 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City
104 Council.

APPROVED, UPON FIRST READING, by the City Council, at a regular meeting, on the _____ day
of _____, 2026.

PUBLICLY NOTICED, in a newspaper of general circulation in the City, by the City Clerk of the City
on the 22nd of January 2026 and 28th day of January 2026.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a
quorum present of the City Council, at a regular meeting this _____ day of _____, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

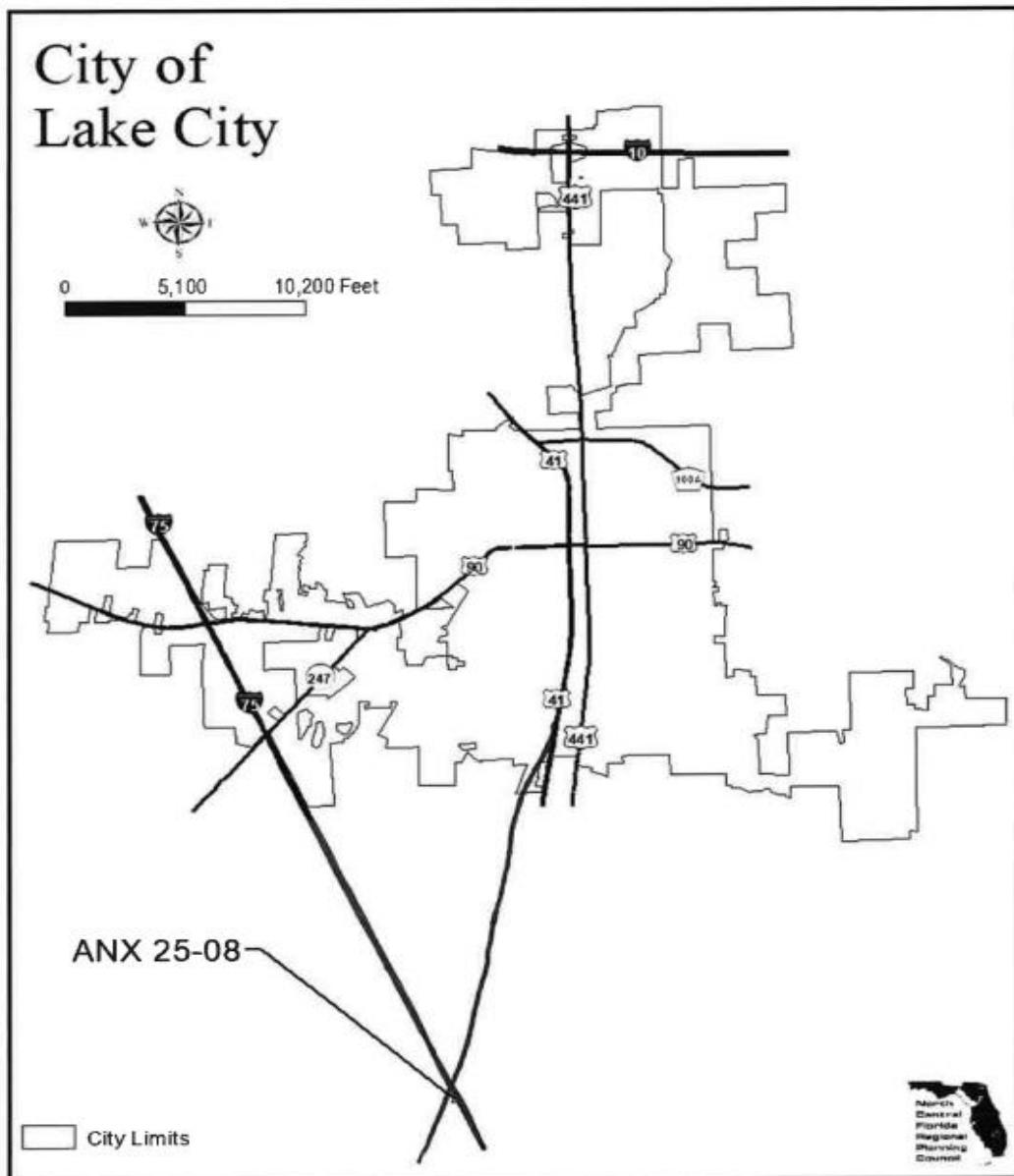
ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Schedule A: Location Map



File Attachments for Item:

10. City Council Resolution No. 2026-012 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and AVI-SPL, LLC, a Florida Limited Liability Company, for audio visual equipment and related professional services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: AVI-SPL Audio Visual Equipment, Accessories, and Services
(Piggyback - Omnia Partners)

DEPT / OFFICE: Information Technology Department

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Jason Dumas	Date 12/18/2025
Recommended Action: Approve a piggyback contract for the City Council Chambers upgrade offered by AVI-SPL.		
Summary Explanation & Background: Omnia Partners allows local government to piggyback off contract for Audio Visual Solutions and Services. The contract was awarded to AVI-SPL, LLC. The term of this contract is in effect from October 1, 2025 until September 30, 2028. This contract will be used to upgrade the Council Chambers.		
Alternatives: Decline to piggyback.		
Source of Funds: 001.10.519-060.64 (Budgeted line item for FY2026) Monitor/Screen: 10,000.00 Wireless Mics: 32,000.00		
Financial Impact: 42,329.11		
Exhibits Attached: Piggyback Contract (AVI-SPL), Quote		

RESOLUTION NO 2026 - 012

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND AVI-SPL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR AUDIO VISUAL EQUIPMENT AND RELATED PROFESSIONAL SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has a need for audio visual equipment and related professional services (the "Products and Services"); and

WHEREAS; the Board of Directors of the State of Texas Region 4 Education Service Center ("TX Region 4") negotiated a contract with AVI-SPL, LLC, a Florida limited liability company (the "Vendor") to supply the Products and Services pursuant to its Request for Proposal Number 20-14 (the "TX-RFP"); and

WHEREAS, the TX-RFP and its resulting contract with the Vendor were adopted by the purchasing cooperative Omnia Partners, LLC, a Delaware limited liability company, (the "Cooperative"), making the TX-RFP available to the City as an eligible competitive procurement process upon which the City may rely; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products and Services by the TX-RFP; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Products and Services on such terms and conditions as the Vendor has contracted with TX Region 4; and

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

WHEREAS, engaging the Vendor's services is in the public interest and in the interests of the

City; now therefore

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

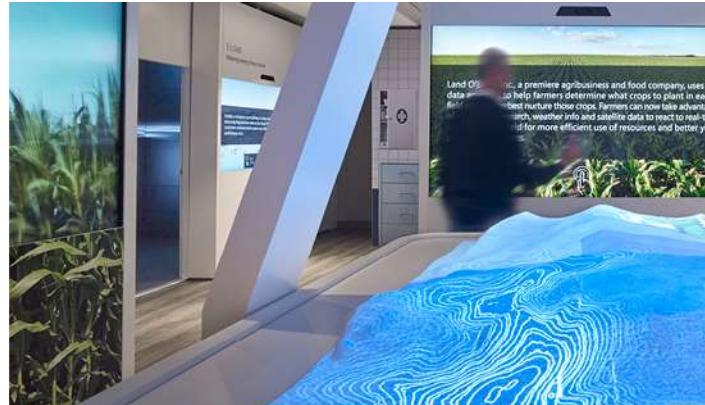
APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Proposal Prepared For

City of Lake City

City of Lake City Combined upgrades



9143 Philips Hwy
Suite 350
Jacksonville, FL 32256
(904) 281-2714
Fax: (904) 281-2716
www.avispl.com

Prepared by: Ron Cassette
Ron.Cassette@avispl.com
Proposal no: 494912-4

Investment Summary

Prepared For:	Phil Adler	Prepared By:	Ron Cassette
	City of Lake City 205 n marion Ave Lake City, FL 32055-3918	Date Prepared:	01/08/2026
		Proposal #:	494912-4
		Valid Until:	02/08/2026

Total Equipment Cost	\$26,657.02
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services	\$12,342.12
--	--------------------

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL. May include disposal of existing equipment where elected.

Direct Costs	\$853.95
---------------------	-----------------

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative	\$1,311.34
-------------------------------------	-------------------

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance	\$1,164.68
--	-------------------

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$42,329.11
Tax	Exempt (*)
Total	\$42,329.11

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) attached hereto and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Room Summary - Council Chamber

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<u>PROJECTION SYSTEM UPGRADE</u>			
DRAPER SHADE & SCREEN	DRAACUMENRCVTX	ACUMEN V TECHVISION WITH RECHARGEABLE BATTERY MSRP \$4484 CONTRACT PRICE \$3497	1	\$3,020.00	\$3,020.00
NEC TECHNOLOGIES	NECNPP627UL	PROJECTOR, WUXGA 6200 LUMEN 21LB LASER 3M:1 CONTRAST WHITE MSRP \$4999 CONTRACT PRICE \$4249	1	\$4,009.18	\$4,009.18
CHIEF	CHICMA443	MOUNT, CMA440 & CMS003 MSRP \$206 CONTRACT PRICE \$133	1	\$133.00	\$133.00
CHIEF	CHIRSAUW	MOUNT, UNIVERSAL "MINI RPA" SERIES CEILING - WHITE MSRP \$285 CONTRACT PRICE \$185	1	\$139.52	\$139.52
CHIEF	CHICMS006009W	EXTENSION ADJUST COLUMN 6" - 9" - WHITE MSRP \$98 CONTRACT PRICE \$63	1	\$63.00	\$63.00
		<u>DESKTOP MICROPHONE ADDITION</u>			
SHURE	SHUMXWAPX8Z10	TRANSCEIVER, 8-CH ACCESS POINT/CHARGER/DSP MSRP \$5088 CONTRACT PRICE \$3816	1	\$3,412.18	\$3,412.18
SHURE	SHUMXW8XZ10	TRANSMITTER, DESKTOP BASE MSRP \$867 CONTRACT PRICE \$650	8	\$581.18	\$4,649.44
SHURE	SHUMX415LPC	MICROPHONE, 15" SHOCK-MOUNTED GOOSENECK, CARDIOID LESS PREAM MSRP \$387 CONTRACT PRICE \$290	8	\$216.82	\$1,734.56
SHURE	SHUMXWNNDX8G	CHARGING STATION, DOCK 8-BAY GOOSENECK MSRP \$1925 CONTRACT PRICE \$1661	1	\$1,290.88	\$1,290.88
		<u>LAVALIER MICROPHONE ADDITION</u>			
SHURE	SHUMXWAPXD2Z10	TRANSCEIVER, 2-CH ACCESS POINT/CHARGER/DSP MSRP \$1786 CONTRACT PRICE \$1339	1	\$1,118.76	\$1,118.76
SHURE	SHUMXW1XOZ10	TRANSMITTER, BODYPACK W/OMNIDIRECTIONAL MIC	2	\$507.41	\$1,014.82

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		MSRP \$812 CONTRACT PRICE \$609			
SHURE	SHUWL185MBCTQG	CARDIOID LAVALIER MICROPHONE (BLACK) MSRP \$191 CONTRACT PRICE \$143	2	\$119.59	\$239.18
		<u>AUDIO ROUTING</u>			
QSC	QSCCORE24FBUNDLE	BUNDLE, CORE PROCESSOR W/24 LOCAL AUDIO I/O CH MSRP \$5400 CONTRACT PRICE \$4320	1	\$3,811.76	\$3,811.76
QSC	QSCSLDAN32P	SOFTWARE LICENSE, Q-SYS DANTE 32x32 CHANNEL, PERPETUAL MSRP \$985 CONTRACT PRICE \$788	1	\$695.29	\$695.29
Subtotal					\$25,331.57

Room Support and Maintenance

Elite Maintenance Services - Room; 6-months \$1,164.68

Equipment Total	\$25,331.57
Installation Materials	\$1,325.45
Professional Services	\$12,342.12
Direct Costs	\$853.95
General & Administrative	\$1,311.34
Services - Room Support and Maintenance	\$1,164.68
Subtotal	\$42,329.11

For informational purposes only – all Purchase Orders must match Investment Summary details.

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AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions Scope of Work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

COUNCIL CHAMBER UPGRADE

This is in addition to the previously completed project - 050i-25-00005 - City of Lake City Update Council Chambers

Design Narrative

AVI-SPL will modernize the Council Chamber presentation and audio capabilities by upgrading the projection system and expanding speech reinforcement. The existing projector and screen will be replaced with a new high-quality projector and projection screen, installed and aligned for optimal image size and clarity within the constraints of the room. The new projection system will leverage the existing HDMI infrastructure to maintain a familiar user experience while improving visual performance.

AVI-SPL will upgrade the Council Chamber's audio capabilities by expanding speech reinforcement coverage for presenters and participants. The solution includes eight (8) wireless desktop bases with gooseneck microphones and two (2) wireless body packs with lavalier microphones, providing flexibility for both presenters and participants during sessions. These microphones will deliver consistent audio throughout the space and ensure intelligibility for in-room discussions and connected conferencing platforms, seamlessly integrating with the existing audio ecosystem for optimal performance.

** Please see the "Environmental Considerations" and "Customer Responsibilities" sections of this document for required room properties and deployment best practices. **

Scope of Work – Hardware Integration

Hardware installation and general functionality/specifications. Equipment will be provided and installed by AVI-SPL unless otherwise specified.

Projection System – Scope of Work

Decommissioning

- The following OFE equipment shall be decommissioned and handed over to the client.
 - Projector screen and all associated mounting hardware.
 - Projector and projector mount and all associated hardware.

Installation

- One (1) projector and projector mount shall be installed in place of the decommissioned OFE projector and mount.
 - Projector and projector mount shall be installed in the best available position for alignment with the newly installed projector screen.
- One (1) projector screen shall be installed in place of the decommissioned OFE screen.
 - Screen is to be installed in the best available position for alignment with the newly installed projector.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved.

- Adjustments shall be made to the projector's 4-corner keystone and lens shift abilities to best fit the projected image onto the screen.
 - **(NOTE: The current projector and screen are offset from one another and therefore perfect alignment between the new projector and screen will be difficult)**
- All projector settings shall be configured to provide the greatest possible image size and quality for maximum viewing distance.
 - **(NOTE: The overall image size is limited due to the room size and ceiling height)**
- The current projection system utilizes an HDMI connection at the presenter's desk, sending content over the transmitter/receiver pair to the projector. The new projector shall leverage the existing system's connections to maintain the current functionality and user experience.

Validation of Projection System

- A comprehensive validation shall be carried out to ensure that all shared content is displayed correctly and as intended on the newly installed projection system.

Projection System Control

- This is a stand-alone projection system, and no control programming shall be implemented or provided.

Microphone Addition – Scope of Work

Installation

- Two (2) wireless body pack transmitters with lavalier/lapel microphones shall be provided for speech reinforcement for presenters to allow hands-free mobility during presentations.
- Eight (8) wireless desktop base transmitters with gooseneck microphones shall be provided for participants to enable speech reinforcement during discussions.
 - The body packs and desktop bases are wireless and shall be positioned by users as needed during use and placed on their respective charging stations when not in use.
- One (1) 2-channel wireless access point transceiver with built-in 2-bay charging station shall be placed in a (TBD) location and connected to the OFE Netgear switch.
- One (1) 8-channel wireless access point transceiver and one (1) networked charging station for the desktop bases shall be placed in a (TBD) location and connected to the OFE Netgear switch.
 - Both wireless access point transceivers shall be fully integrated, enabling communication with the OFE QSC Core processor and full participation in the overall audio ecosystem utilizing the DSP's echo-canceling functionality.
- One (1) QSC Core 24f processor shall be installed as the primary DSP and shall host the unified Q-SYS design to provide dedicated AEC channels for each microphone in the system.
 - The OFE Core 110f shall be configured and placed in IO mode for audio input/output expansion only, without any DSP processing, and shall communicate with the Core 24f as a part of the single unified Q-SYS design.

(NOTE: A minimum of five (5) network ports must be available on the OFE network switch - four (4) for connecting the wireless access points, networked charging station, and QSC Core, and one (1) reserved for the commissioner to connect a laptop during system commissioning.)

Programming/Commissioning

- Network settings for all new wireless microphone transmitters and wireless access point transceivers shall be configured to enable seamless communication and control of all new devices.
- Network switch port configurations, including VLAN assignments and routing, shall be established to support full integration and communication between all QSC Core processors and connected devices within the unified Q-SYS design hosted on the Core 24f.
- All QSC processors and wireless microphone components shall be verified and updated to the latest manufacturer-approved firmware during commissioning to ensure system stability, feature compatibility, and optimal performance.
- The current Q-SYS Core DSP program shall be updated and consolidated into a single unified design hosted on the QSC Core 24f, designated as the primary processor for the system.
- All microphones shall be incorporated into the updated design, with each assigned to a dedicated AEC channel on the Core 24f to ensure optimal clarity and echo cancellation performance during conferencing.
- The OFE Core 110f shall be configured in IO mode for proper audio input/output functionality within the unified design.
- Appropriate gain structure, echo cancellation, and DSP processing shall be applied to maintain clarity and prevent feedback during speech reinforcement.
- A new subpage shall be added to the existing Q-SYS UCI Viewer to provide volume/gain and mute/unmute control allowing efficient adjustments for each individual microphone.
- Programmable buttons on each transmitter shall be configured to perform one of the following functions: mute/unmute, push-to-talk, or push-to-mute, enabling individual mute control at the device level.

Audio System Control

- Individual volume and mute/unmute control shall be available for each microphone through the Q-SYS UCI Viewer application, allowing precise adjustments per device.
- Device level control shall also be available via the programmable button on each microphone, enabling users to perform the selected mute/un-mute, push-to-talk, or push-to-mute function.

Validation of Audio System

- A comprehensive validation shall be carried out to confirm proper audio signal routing, microphone functionality, IO operation of the Core 110f, control system responsiveness, and AEC performance operate as intended under live conferencing conditions to ensure clear, echo-free audio and consistent coverage across the speech reinforcement area under typical use scenarios.
 - Validation shall include confirmation of unified system operation on the QSC Core 24f, verification of individual AEC channel assignment for all microphones, and testing of per-microphone control via the Q-SYS UCI Viewer.

Project Considerations

AVI-SPL Responsibilities (unless otherwise specified)

- Provide and install all low voltage cabling to support the Audio Video equipment specified in this proposal, excluding any network connections to the client network.
- Provide and install all new equipment required to support the design of this solution
- Labor to install Audio Video equipment specified with work being performed on consecutive days during normal business hours.

Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL.

These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All necessary AV network connections to support the integration of new devices
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.
- The Parties agree that, in the event that a new tariff or a potential increase in an existing tariff is imposed on the products mentioned on this quote, AVI-SPL will be entitled to adjust the price to reflect the increased cost directly attributable to such tariff. AVI-SPL shall provide the Buyer notice as practicable and reasonable of such change.
- Installations are scheduled to occur during standard business hours (Monday to Friday, 8 AM to 4 PM). Any work required outside these hours, including evenings or weekends, will necessitate a change order and incur additional charges

Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems with varying network requirements, impacts, and security considerations.

AVI-SPL will design the system to meet the network requirements and provide construction drawings and a list of devices to be integrated into the Customer's network. At the time of installation, AVI-SPL will connect devices based on the design and requirements to begin verification and integration into the (customer provided) AV network.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

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- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and the wall finishes to be completely installed in the rooms affected by the equipment.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

Room Environmental Considerations

To maximize the user experience in a conference room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affect the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustic treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. - 5 p.m.*¹, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL holidays.

Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about _____, 20____.

AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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General Terms and Conditions

1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency, with the Florida-Specific Compliance Rider prevailing over all other addenda in the event of a conflict. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees).

6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money

security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written

notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

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17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options

2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

"Remote Help Desk" provides 7x24x365 remote technical support and incident remediation assistance including facilitation of manufacturer warranty and replacement programs, access to software upgrades and updates.

"Repair/Replacement Facilitation" provides assistance identifying hardware that is repair or replaceable under manufacturer warranty, remote installation assistance and coordination assistance for the return of defective parts and equipment.

"Onsite Support" provides Supplier provided onsite technical assistance for the installation of replacement equipment or technical remediation services with 48 hours. Onsite support is an optional service and available for subscribed rooms and available once the Help Desk has determined dispatch is required for remediation.

"Software Updates and Upgrades" – where made available by the manufacturer, Supplier will make available software upgrades and updates to resolve a reported incident in accordance with manufacturer recommendations. Supplier's Help Desk will provide guidance on the need for onsite technicians and/or specialist support to return the device to service. Where onsite or access to specialist support is not included in the elected service level, the Help Desk will offer Supplier services

including specialist on a Time & Materials basis.

"Customer Portal" is a Seller provided online portal for Buyer incident reporting and case status validation.

"Time & Materials" support provides access to Seller's remote help desk and onsite field services on a non-contracted, usage-billing basis. Time and Materials support is subject to one-time case fees and billed 30 days in arrears based on actual usage. Onsite dispatch and parts orders require a purchase order or credit card prior to delivery.

"4 Hour Onsite" is an optional upgrade to onsite service accelerating dispatch time from 48 hours to 4 hours. Service availability is subject to Seller address verification prior to quote or order and where applicable manufacturer replacement parts shipping.

"Next Business Day Onsite" is an optional upgrade to onsite service accelerating dispatch time from 48 hours to Next Business Day. Service availability is subject to Seller address verification prior to quote or order and where applicable manufacturer replacement parts shipping. Next Business Day dispatch applies to incidents reported prior to 3:00 p.m. local time.

"Consumables Replacement" is an optional add-on and covers replacement of a subscribed room's consumables including filters, fuses, and batteries.

"Preventative Maintenance Visit" is a one-time, onsite visit to clean, calibrate and test in-room covered devices. Seller's technician will complete a pre-defined checklists identify any in room issues and recommendations for performance optimization.

"Programming Protection" is an optional contract enhancement that covers any controller programming required to return a room to service as a result of a supported incident. Programming Protection is limited to rooms in the United States and requires Seller's access to the most recent version of uncompiled code. Upgrades and improvements are excluded.

"ServiceNow Integration" is an option account level service that provides integration between Seller's ServiceNow and Buyer's ServiceNow instance for the purpose of case data integration. ServiceNow integration is subject to Buyer's Service Now Integration Configuration Guide.

d 3. Services Orders
Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term specified in the Proposal, unless earlier terminated. Installation projects containing

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multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding holidays. Holidays vary by region.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services. Third party services are subject to the terms and conditions of the supplier.

7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise, Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty

Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone

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Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

12. Renewals

Seller will provide Buyer with a minimum of sixty (60) days prior written notice of expiration of the Service Period for each service contract that is renewable. Buyer must give Seller written notice of Customer's intent to renew for each service contract at least thirty (30) days before expiration of each service period. In the absence of such written notice, Buyer will charge the Buyer the then-current time and material rates for any Services provided to Buyer after the expiration of the service contract. Furthermore, Buyer reserves the right to terminate or modify available service description at any time in its sole discretion; provided, that any such modifications will not affect any service description already ordered by Customer and accepted by Buyer prior to such modifications except as mutually agreed by both parties.

In the event Buyer's service contract includes third-party services which auto-renew Buyer must submit notice of non-renewal within 30 days of expiration for the entire contract. In the event Buyer fails to submit notice of non-renewal any third-party service fees are the responsibility of the Buyer.

13. Recertification

Devices and rooms that have not been continuously covered by an AVI-SPL or manufacturer support contract may be required to pass an inspection, be brought up to the latest software version level and/or be subject to a recertification fee at the Buyer's expense prior to commencement of Supplier Support and Maintenance contract.

14. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

15. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

16. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

17. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE

LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

[remainder of page intentionally left blank]



Addendum to General Terms and Conditions – Government and Education

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of Products and Services to federal, state and local government and education customers. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Modification to Section 5 of General Terms and Conditions

Section 5 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is in arrears with any payment whatsoever due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller."

2. Modification to Section 6 of General Terms and Conditions

Sub-Section 6.1 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following: "Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable)."

3. Modification to Section 13 of General Terms and Conditions

A new sub-Section 13.5 is added at the end of Section 13 of the General Terms and Conditions:

"Nothing in this Section 13 shall be construed so as to restrict the right of access to public records in contravention of applicable federal or state public records laws."

4. Modification to Section 17 of General Terms and Conditions

Sub-Section 17.2 is hereby deleted in its entirety.

[remainder of page intentionally left blank]

**FLORIDA-SPECIFIC
COMPLIANCE RIDER**

THIS FLORIDA-SPECIFIC COMPLIANCE RIDER ("Rider") is made as of this 9th day of January, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and AVI-SPL, LLC, a Florida limited liability company ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City has selected the Contractor to provide certain services to the City in furtherance of upgrading audio/visual technology systems in the City's city council chambers (the "Services"), pursuant to the agreement between the Parties of even date herewith identified as Contractor's Proposal Number 494912-4 dated January 8, 2026; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Rider; now, therefore,

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

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

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

**Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, Florida 32055.**

2. **E-Verify.** As a condition precedent to entering into this Rider, 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 Rider.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Rider 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.

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

AVI-SPL, LLC, a Florida limited liability company

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By Lauren A. Fенно, its SVP,
General Counsel

Noah Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

11. City Council Resolution No. 2026-013 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 004-2026 for the milling and resurfacing of NE Congress and SE Castillo Terrace; awarding said bid to Anderson Columbia Co, Inc., a Florida Corporation, at a total cost not to exceed \$200,015.64; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Milling and Resurfacing of Roadways

DEPT / OFFICE: Public Works

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Steve Brown	Date 12/23/2025

Recommended Action:

Award lowest bidders, Anderson Columbia Co. Inc. and Florida Fill and Grading Inc. contract for ITB-004-2026 Milling and Resurfacing of Roadways

Summary Explanation & Background:

City of Lake City went out for solicitation for the milling and resurfacing of NE Bailey Street, NE Congress Avenue, NE Bradley Terrace, and SE Castillo Terrace from November 20, 2025 through December 19, 2025. Bid was awarded by line item to lowest responsive bidder. Anderson Columbia Co. Inc was the lowest responsive bidder for ITB-004-2026 for the milling and resurfacing of NE Congress Avenue at a cost not to exceed \$118,632.86 and SE Castillo Terrace at a cost not to exceed \$81,382.78 for a total amount of: \$200,015.64. Florida Fill and Grading Inc was the lowest responsive bidder for ITB-004-2026 for the milling and resurfacing of NE Bailey Street at a cost not to exceed \$86,646.00. At this time we will not be awarding NE Bradley Terrace due to insufficient budgeted funds.

Alternatives:

Not award contract

Source of Funds:

001.15.541-060.63

Financial Impact:

\$286,661.64

Exhibits Attached:

ITB-004-2026 Solicitation, Bid Tabulation, Anderson Columbia Co Response, Florida Fill and Grading Inc Response, Contracts

RESOLUTION NO 2026-013

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 004-2026 FOR THE MILLING AND RESURFACING OF NE CONGRESS AND SE CASTILLO TERRACE; AWARDING SAID BID TO ANDERSON COLUMBIA CO, INC., A FLORIDA CORPORATION, AT A TOTAL COST NOT TO EXCEED \$200,015.64; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 004-2026 (the "ITB") for the milling and resurfacing of NE Congress Ave and SE Castillo Terrace (the "Services"); and

WHEREAS, Anderson Columbia Co., Inc, a Florida corporation (the "Vendor") was the lowest bidder responding to the ITB; and

WHEREAS, the cost for the milling and resurfacing of NE Congress Ave shall not exceed \$118,632.86; and

WHEREAS, the cost for the milling and resurfacing of SE Castillo Terrace shall not exceed \$81,382.78; and

WHEREAS, the total cost of the Services shall not exceed \$200,015.64; and

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

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

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

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



City of Lake City

Standard Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is made as of Monday, February 2, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Anderson Columbia Co., Inc. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to 004-2026 (the "Procurement Document") for Milling and Resurfacing of NE Congress Avenue and SE Castillo Terrace; and

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

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

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

1. Definitions

1. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
2. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
3. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of

a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.

4. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
5. "Services" means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-today administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent

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

3. Services

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

Services Requiring Prior Approval

Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Steve Brown.

Additional Services

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

De-scoping of Services

The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment

reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the descoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

Independent Contractor Status and Compliance with the Immigration Reform and Control Act

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

Non-Exclusive Services

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

Project Monitoring

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

4. Term of Agreement

Initial Term

The term of this Agreement shall commence on Monday, February 2, 2026, and shall remain in full force and effect for 90 days, or until termination of the Agreement, whichever occurs first.

Term Extension

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined above.

5. Compensation and Method of Payment

Services Fee

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

Payment Details (NTE)

The City agrees to pay the Contractor the not-to-exceed sum of TBD, for Services completed and accepted as provided in Section "Acceptance of Services" herein if applicable, payable on a fixed-fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.

Travel Expenses

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

Taxes

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

Payments (Notices Section)

Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to the designated person as set out in Section "Notices" herein.

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

6. Personnel Qualified Personnel

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

Approval and Replacement of Personnel

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

7. Termination Contractor Default -- Provisions and Remedies of City

- a. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section "Confidential Information and Public Records"; (3) Contractor fails to gain acceptance of a deliverable per Section "Acceptance of Services", if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
- b. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have

thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

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

City Default -- Provisions and Remedies of Contractor

1. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section "Confidential Information and Public Records"; or (3) the City fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
3. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

Termination for Convenience

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

8. Time is of the Essence

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

9. Confidential Information and Public Records City Confidential Information

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

Contractor Confidential Information

All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement.

and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

Public Records

Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

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

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

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records at

386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue, Lake

City, Florida 32055.

10. Audit

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

11. Compliance with Laws

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

12. Public Entities Crimes

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

13. Liability and Insurance Insurance

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

Indemnification

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

Liability

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

Contractor's Taxes

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

14. City's Funding

The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. Acceptance of Services

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

16. Subcontracting/Assignment Subcontracting

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

Assignment

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

17. Survival

The following provisions shall survive the expiration or termination of the Term of this Agreement: "Termination", "Confidential Information and Public Records", "Audit", "Liability and Insurance", "Right to Ownership", "Severability", and any other which by their nature would survive termination.

18. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express

courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: Anderson Columbia Co., Inc.
Tony Williams
PO BOX 1829
Lake City, FL 32056

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

With a copy to: Brenda Karr, Procurement Director
205 North Marion Avenue
Lake City, FL 32055

19. Conflict of Interest

- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership

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

21. E-Verify

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

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

22. Amendment

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

23. Severability

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

24. Applicable Law and Venue

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

25. Costs of Legal Actions and Attorneys' Fees

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

26. Waiver

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

27. Due Authority

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

28. No Third Party Beneficiary

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

29. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

The execution of this Agreement is expressly limited by the Terms and Conditions herein. The City and the Contractor are not bound by additional provisions or provisions that differ from the terms hereof which differing provisions may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from the City unless such provision is expressly set forth herein.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

(Signature Page Follows)

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

ANDERSON COLUMBIA CO., INC.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

SIGNATURE

Tony Williams

FULL NAME

Vice President

TITLE

DATE SIGNED

SIGNATURE

Noah Walker

FULL NAME

DATE SIGNED

Mayor

TITLE

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

SIGNATURE

Audrey Sikes

FULL NAME

DATE SIGNED

City Clerk

TITLE

APPROVED AS TO FORM AND LEGALITY

SIGNATURE

Clay Martin

FULL NAME

DATE SIGNED

City Attorney

TITLE

EXHIBIT

Exhibits List

A - STATEMENT_OF_WORK_ITB-004-2026

B - INSURANCE REQUIREMENTS

C - PAYMENT_SCHEDULE_ITB-004-2026 (AC)

D - PAYMENT.INVOICES

E - DISPUTE RESOLUTION.INVOICE PAYMENTS

EXHIBIT A

STATEMENT OF WORK

ITB:004-2026

3.1. General Scope of Work

This project will involve the milling and resurfacing of NE Congress Avenue and SE Castillo Terrace.

3.2. Specifications

Labor, equipment, and materials to mill and resurface roads with 1.5" in asphalt, includes replacing existing striping.

3.3. Permitting

No permits are needed for this project.

3.4. Protection of Property/Property Conditions

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

3.5. Safety

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

3.6. Employees

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

3.7. Storage of Materials

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

3.8. Disposal of Waste

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

3.9. Hours of Work

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

3.10. Traffic Control

Contractor will provide maintenance of traffic.

3.11. Warranty

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

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

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

EXHIBIT C

PAYMENT SCHEDULE

Anderson Columbia Co., Inc. - Lake City, FL

NE CONGRESS AVENUE MILLING AND RESURFACING

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost
1	Primary	NE Congress Avenue Milling and Resurfacing	1	Total Cost	\$118,632.86

SE CASTILLO TERRACE MILLING AND RESURFACING

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost
1	Primary	SE Castillo Terrace Milling and Resurfacing	1	Total Cost	\$81,382.78

Exhibit D
PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

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

Date Creation date of the invoice **Invoice Number** Company tracking number

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

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

PO Number..... Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

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

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

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

Exhibit E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

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

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

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

File Attachments for Item:

12. City Council Resolution No. 2026-014 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 004-2026 for the milling and resurfacing of NE Bailey Street; awarding said bid to Florida Fill and Grading, Inc., a Florida Corporation, at a total cost not to exceed \$86,646.00; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Milling and Resurfacing of Roadways

DEPT / OFFICE: Public Works

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Steve Brown	Date 12/23/2025

Recommended Action:

Award lowest bidders, Anderson Columbia Co. Inc. and Florida Fill and Grading Inc. contract for ITB-004-2026 Milling and Resurfacing of Roadways

Summary Explanation & Background:

City of Lake City went out for solicitation for the milling and resurfacing of NE Bailey Street, NE Congress Avenue, NE Bradley Terrace, and SE Castillo Terrace from November 20, 2025 through December 19, 2025. Bid was awarded by line item to lowest responsive bidder. Anderson Columbia Co. Inc was the lowest responsive bidder for ITB-004-2026 for the milling and resurfacing of NE Congress Avenue at a cost not to exceed \$118,632.86 and SE Castillo Terrace at a cost not to exceed \$81,382.78 for a total amount of: \$200,015.64. Florida Fill and Grading Inc was the lowest responsive bidder for ITB-004-2026 for the milling and resurfacing of NE Bailey Street at a cost not to exceed \$86,646.00. At this time we will not be awarding NE Bradley Terrace due to insufficient budgeted funds.

Alternatives:

Not award contract

Source of Funds:

001.15.541-060.63

Financial Impact:

\$286,661.64

Exhibits Attached:

ITB-004-2026 Solicitation, Bid Tabulation, Anderson Columbia Co Response, Florida Fill and Grading Inc Response, Contracts

RESOLUTION NO 2026-014

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 004-2026 FOR THE MILLING AND RESURFACING OF NE BAILEY STREET; AWARDING SAID BID TO FLORIDA FILL AND GRADING, INC., A FLORIDA CORPORATION, AT A TOTAL COST NOT TO EXCEED \$86,646; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 004-2026 (the "ITB") for the milling and resurfacing of NE Bailey Street (the "Services"); and

WHEREAS, Anderson Columbia Co., Inc, a Florida corporation (the "Vendor") was the lowest bidder responding to the ITB; and

WHEREAS, the cost for the milling and resurfacing of NE Bailey Street shall not exceed \$86,646; and

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

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

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

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



City of Lake City

Standard Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is made as of Monday, February 2, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Florida Fill and Grading, Inc. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to 004-2026 (the "Procurement Document") for Milling and Resurfacing of NE Bailey Street; and

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

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

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

1. Definitions

1. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
2. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
3. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of

a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.

4. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
5. "Services" means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-today administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent

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

3. Services

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

Services Requiring Prior Approval

Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Steve Brown.

Additional Services

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

De-scoping of Services

The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment

reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the descoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

Independent Contractor Status and Compliance with the Immigration Reform and Control Act

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

Non-Exclusive Services

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

Project Monitoring

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

4. Term of Agreement

Initial Term

The term of this Agreement shall commence on Monday, February 2, 2026, and shall remain in full force and effect for 90 days, or until termination of the Agreement, whichever occurs first.

Term Extension

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined above.

5. Compensation and Method of Payment

Services Fee

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

Payment Details (NTE)

The City agrees to pay the Contractor the not-to-exceed sum of TBD, for Services completed and accepted as provided in Section "Acceptance of Services" herein if applicable, payable on a fixed-fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.

Travel Expenses

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

Taxes

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

Payments (Notices Section)

Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to the designated person as set out in Section "Notices" herein.

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

6. Personnel Qualified Personnel

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

Approval and Replacement of Personnel

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

7. Termination Contractor Default -- Provisions and Remedies of City

- a. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section "Confidential Information and Public Records"; (3) Contractor fails to gain acceptance of a deliverable per Section "Acceptance of Services", if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
- b. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have

thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

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

City Default -- Provisions and Remedies of Contractor

1. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section "Confidential Information and Public Records"; or (3) the City fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
3. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

Termination for Convenience

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

8. Time is of the Essence

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

9. Confidential Information and Public Records City Confidential Information

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

Contractor Confidential Information

All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement.

and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

Public Records

Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

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

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

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records at

386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue, Lake

City, Florida 32055.

10. Audit

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

11. Compliance with Laws

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

12. Public Entities Crimes

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

13. Liability and Insurance Insurance

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

Indemnification

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

Liability

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

Contractor's Taxes

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

14. City's Funding

The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. Acceptance of Services

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

16. Subcontracting/Assignment Subcontracting

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

Assignment

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

17. Survival

The following provisions shall survive the expiration or termination of the Term of this Agreement: "Termination", "Confidential Information and Public Records", "Audit", "Liability and Insurance", "Right to Ownership", "Severability", and any other which by their nature would survive termination.

18. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express

courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: Florida Fill and Grading, Inc.
Charles Boone
1110 SW Sisters Welcome Road
Lake City, FL 32025

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

With a copy to: Brenda Karr, Procurement Director
205 North Marion Avenue
Lake City, FL 32055

19. Conflict of Interest

- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership

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

21. E-Verify

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

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

22. Amendment

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

23. Severability

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

24. Applicable Law and Venue

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

25. Costs of Legal Actions and Attorneys' Fees

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

26. Waiver

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

27. Due Authority

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

28. No Third Party Beneficiary

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

29. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

The execution of this Agreement is expressly limited by the Terms and Conditions herein. The City and the Contractor are not bound by additional provisions or provisions that differ from the terms hereof which differing provisions may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from the City unless such provision is expressly set forth herein.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

(Signature Page Follows)

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

FLORIDA FILL AND GRADING, INC.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

SIGNATURE

Charles Boone

FULL NAME

Vice President

TITLE

DATE SIGNED

SIGNATURE

Noah Walker

FULL NAME

DATE SIGNED

Mayor

TITLE

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

SIGNATURE

Audrey Sikes

FULL NAME

DATE SIGNED

City Clerk

TITLE

APPROVED AS TO FORM AND LEGALITY

SIGNATURE

Clay Martin

FULL NAME

DATE SIGNED

City Attorney

TITLE

EXHIBIT

Exhibits List

A - STATEMENT_OF_WORK_ITB-004-2026

B - INSURANCE REQUIREMENTS

C - PAYMENT_SCHEDULE_ITB-004-2026 (FF)

D – PAYMENT INVOICES

E - DISPUTE RESOLUTION.INVOICE PAYMENTS

EXHIBIT A

STATEMENT OF WORK

ITB:004-2026

3.1. General Scope of Work

This project will involve the milling and resurfacing of NE Bailey Street and NE Bradley Terrace.

3.2. Specifications

Labor, equipment, and materials to mill and resurface roads with 1.5" in asphalt, includes replacing existing striping.

3.3. Permitting

No permits are needed for this project.

3.4. Protection of Property/Property Conditions

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

3.5. Safety

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

3.6. Employees

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

3.7. Storage of Materials

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

3.8. Disposal of Waste

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

3.9. Hours of Work

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

3.10. Traffic Control

Contractor will provide maintenance of traffic.

3.11. Warranty

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

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

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

EXHIBIT C

PAYMENT SCHEDULE

**FLORIDA FILL GRADING - LAKE CITY, FL
NE BAILEY STREET MILLING AND RESURFACING**

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost
1	Primary	NE Bailey Street Milling and Resurfacing	1	Total Cost	\$86,646.00

Exhibit D
PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

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

Date Creation date of the invoice **Invoice Number** Company tracking number

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

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

PO Number..... Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

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

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

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

Exhibit E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

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

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

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