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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

August 17, 2026 at 6:00 PM

Venue: City Hall

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## AGENDA

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

**Events Prior to Meeting** - 5:00 PM Closed and Exempt Session pursuant to FS 447.605(1)

### **Pledge of Allegiance**

**Invocation** - Vice Mayor Chevella Young

### **Roll Call**

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

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

### **Approval of Agenda**

**Proclamations/Awards/Recognitions** - None

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

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

**Approval of Consent Agenda**

- [1.](#) Approval to pay Gray Construction the final payment for the North Development Hangar and Taxilanes in the amount of \$76,572.88, which is the retainage. Gray Construction has completed all work as agreed upon in the contract and the final pay request for project completion and retainage is attached.
- [2.](#) City Council Resolution No. 2026-089 - A resolution of the City of Lake City, Florida, approving that certain utility work by Highway Contractor Agreement between the City and the State of Florida Department of Transportation for the constructing, reconstructing, or other improvements on State Road 247 at SW Bascom Norris Drive; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [3.](#) City Council Resolution No. 2026-090 - A resolution of the City of Lake City, Florida, approving that certain utility work by Highway Contractor Agreement between the City and the State of Florida Department of Transportation for the design and installation of drainage modifications for State Road 247 at SW Bascom Norris Drive; 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.

**Presentations**

- [4.](#) ACRUVA Community Developers - Daniel Acosta, Founder, President & Chief Development Officer - Arbors Pointe Apartment Complex Project

**Old Business**Ordinances**Open Public Hearing**

- [5.](#) City Council Ordinance No. 2026-2360 (second final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support

thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 3/16/2026

Passed on final reading on 5/4/2026

### **Close Public Hearing**

Adopt City Council Ordinance No. 2026-2360 on second final hearing

### **Open Public Hearing**

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

Passed on first reading on 3/16/2026

Passed on final reading on 5/4/2026

### **Close Public Hearing**

Adopt City Council Ordinance No. 2026-2361 on second final reading

### **Open Public Hearing**

7. City Council Ordinance No. 2026-2383 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-05, submitted by Ajay U. Mhatre, Anjali U. Mhatre, Shipla U. Mhatre, Umesh M. Mhatre, Anita Mhatre Mihalcik, and the Mhatre Irrevocable Family Trust dated December 27, 1990, 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 in the Interlocal Service Boundary Agreement at the corner of Highway 47 and County Road 242)

**Close Public Hearing**

Adopt City Council Ordinance No. 2026-2383 on final reading

Resolutions - None

Other Items - None

**New Business**

Ordinances - None

Resolutions

8. City Council Resolution No. 2026-091 - A resolution of the City of Lake City, Florida, appointing Tanya Johnson to serve through the end of the current term in seat "1-B" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2030; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
9. City Council Resolution No. 2026-092 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Suwannee Valley Community Coordinated Child Care, Inc., a Florida not for profit corporation, for lease of the real property formerly known as Five Points Elementary School; 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.

Note: Lease Agreement is forthcoming

10. City Council Resolution No. 2026-093 - A resolution of the City of Lake City, Florida, accepting that certain County deed from the Board of County Commissioners of Columbia County, Florida conveying to the City certain lands generally located at 854 SE Monroe Street, Lake City, Florida, as more particularly described in the County deed attached hereto; making certain findings of fact in support of the City accepting said County deed; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

**Departmental Administration - None**

**Comments by:**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

**Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

**Adjournment**

**UPCOMING DATES OF INTEREST**

Monday, August 24, at 10:00 AM - Unveiling Lane and Foreman Signage, starting at north intersection on Ivory Terrace

**YouTube Information**

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

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

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

**File Attachments for Item:**

1. Approval to pay Gray Construction the final payment for the North Development Hangar and Taxilanes in the amount of \$76,572.88, which is the retainage. Gray Construction has completed all work as agreed upon in the contract and the final pay request for project completion and retainage is attached.

| MEETING DATE |
|--------------|
| ?            |

# CITY OF LAKE CITY

## Report to Council

| COUNCIL AGENDA |  |
|----------------|--|
| SECTION        |  |
| ITEM NO.       |  |

**SUBJECT:** Gray Construction Final Payout (North Development Hangar and Taxilanes)

**DEPT / OFFICE:** Airport

|                                                                                                                                                                                                                                                                                                                                                                      |                                          |                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------|
| <b>Originator:</b><br>Brenda Karr                                                                                                                                                                                                                                                                                                                                    |                                          |                         |
| <b>City Manager</b><br>Don Rosenthal                                                                                                                                                                                                                                                                                                                                 | <b>Department Director</b><br>Chad Gomes | <b>Date</b><br>8/3/2026 |
| <b>Recommended Action:</b><br>Approval of paying Gray Construction for the final payment for the North Development Hangar and Taxilanes.                                                                                                                                                                                                                             |                                          |                         |
| <b>Summary Explanation &amp; Background:</b><br><br>Gray Construction Services has completed all work agreed upon in the contract for the North Development Hangar and Taxilanes at the Airport. The final pay request for project completion and retainage is attached. This would be for Contract 2025-043 established by RES: 2025-060. Retainage is \$76,572.88. |                                          |                         |
| <b>Alternatives:</b><br>None                                                                                                                                                                                                                                                                                                                                         |                                          |                         |
| <b>Source of Funds:</b><br>Grant Funds                                                                                                                                                                                                                                                                                                                               |                                          |                         |
| <b>Financial Impact:</b>                                                                                                                                                                                                                                                                                                                                             |                                          |                         |
| <b>Exhibits Attached:</b><br>1) Hangar Retainage Pay App 7; 2) Gray Construction Contract                                                                                                                                                                                                                                                                            |                                          |                         |

PAGE 1 OF 3 PAGES

Distribution to:   X   ARCHITECT  
  X   CONTRACTOR

CONTRACT DATE: 4/21/2025

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

|    |                                                                     |                |
|----|---------------------------------------------------------------------|----------------|
| 1  | ORIGINAL CONTRACT SUM                                               | \$1,531,457.50 |
| 2  | Net change by Change Orders                                         | \$0.00         |
| 3  | CONTRACT SUM TO DATE (LINE 1+/-2)                                   | \$1,531,457.50 |
| 4  | TOTAL COMPLETED AND STORED TO DATE<br>(Column G on G703)            | \$1,531,457.50 |
| 5  | RETAINAGE:                                                          |                |
| 6  | a. 5% Completed Work<br>(Column D+E on G703)                        | \$76,572.88    |
| 7  | Total in Column I of G703)                                          | \$76,572.88    |
| 8  | TOTAL EARNED LESS RETAINAGE<br>(Line 4 less Line 5 Total)           | \$1,531,457.50 |
| 9  | LESS PREVIOUS CERTIFICATES FOR<br>PAYMENT (LINE 6 FROM PREV. CERT.) | \$1,454,884.62 |
| 10 | CURRENT PAYMENT DUE                                                 | \$76,572.88    |
| 11 | BALANCE TO FINISH, PLUS RETAINAGE<br>(Line 3 less Line 6)           | \$0.00         |

State of: *Florida* County of: *Gilchrist*  
Subscribed and sworn to before me this 23rd day of June  
2026, by **Waren Caron**, who is personally known to me.

*[Signature]*

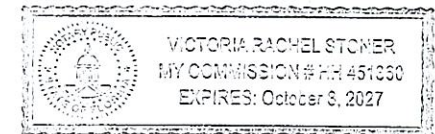
Seal

10-08-2027

DATE: 4/26/26

DATE: \_\_\_\_\_

DATE: 6/26/26



## CONTINUATION SHEET

PAGE 2 OF 3

AI+A3:L64A Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable ret. for line items may apply.

PROJECT: LAKE CITY AIRPORT T HANGAI APPLICATION

7

LAKE CITY, FL

APPLICATION DATE: 6/23/2026

TAXIWAY CONSTRUCTION

PERIOD TO: 6/31/2026

| ITEM #                                       | DESCRIPTION OF WORK                                                                       | SCHEDULED VALUE | WORK COMPLETED       |               | STORED MATERIAL | TOTAL COMPLETED AND STORED TO DATE | %    | BALANCE TO FINISH | RETAINAGE 5% |      |           |
|----------------------------------------------|-------------------------------------------------------------------------------------------|-----------------|----------------------|---------------|-----------------|------------------------------------|------|-------------------|--------------|------|-----------|
|                                              |                                                                                           |                 | PREVIOUS APPLICATION | THIS PERIOD   |                 |                                    |      |                   |              |      |           |
| 90% FAA, 10% FDOT Items TAXIWAY CONSTRUCTION |                                                                                           |                 |                      |               |                 |                                    |      |                   |              |      |           |
|                                              | Pay Item Description                                                                      | Quantity        | Unit Price           | Total         |                 |                                    |      |                   |              |      |           |
| DIV. 2                                       | SITEWORK                                                                                  |                 | \$641,472.00         |               |                 |                                    |      |                   |              |      |           |
|                                              | C-102-5.18 Temporary Soil Erosion and Siltation Control                                   | 1.00            | \$72,940.00          | \$ 72,940.00  | 72,940.00       | 0.00                               | 0.00 | 72,940.00         | 100%         | \$ - | 3,647.00  |
|                                              | C-102-5.2 Project Survey, Stakeout, and Record Drawings                                   | 1.00            | \$18,000.00          | \$ 18,000.00  | 18,000.00       | 0.00                               | 0.00 | 18,000.00         | 100%         | \$ - | 900.00    |
|                                              | C-102-5.3 Mobilization (10% Maximum)                                                      | 1.00            | \$40,000.00          | \$ 40,000.00  | 40,000.00       | 0.00                               | 0.00 | 40,000.00         | 100%         | \$ - | 2,000.00  |
|                                              | C-102-5.4 Maintenance of Traffic and Airfield Safety                                      | 1.00            | \$35,000.00          | \$ 35,000.00  | 35,000.00       | 0.00                               | 0.00 | 35,000.00         | 100%         | \$ - | 1,750.00  |
|                                              | C-102-5.5 Remove Existing Full Depth Asphalt Pavement                                     | 1632.00         | \$2.50               | \$ 4,080.00   | 4,080.00        | 0.00                               | 0.00 | 4,080.00          | 100%         | \$ - | 204.00    |
|                                              | C-102-5.6 Remove Existing Full Depth Concrete Pavement                                    | 21.00           | \$12.00              | \$ 252.00     | 252.00          | 0.00                               | 0.00 | 252.00            | 100%         | \$ - | 12.60     |
|                                              | C-102-5.7 Remove Existing Gravel Pavement                                                 | 1250.00         | \$3.00               | \$ 3,750.00   | 3,750.00        | 0.00                               | 0.00 | 3,750.00          | 100%         | \$ - | 187.50    |
|                                              | C-102-5.8 Remove Existing Fence                                                           | 1350.00         | \$2.00               | \$ 2,700.00   | 2,700.00        | 0.00                               | 0.00 | 2,700.00          | 100%         | \$ - | 135.00    |
|                                              | C-102-5.9 Remove Existing Gate                                                            | 1.00            | \$200.00             | \$ 200.00     | 200.00          | 0.00                               | 0.00 | 200.00            | 100%         | \$ - | 10.00     |
|                                              | C-102-5.10 Remove Existing Inlet                                                          | 4.00            | \$300.00             | \$ 1,200.00   | 1,200.00        | 0.00                               | 0.00 | 1,200.00          | 100%         | \$ - | 60.00     |
|                                              | C-102-5.11 Remove Existing Pavement Marking                                               | 109.00          | \$15.00              | \$ 1,635.00   | 1,635.00        | 0.00                               | 0.00 | 1,635.00          | 100%         | \$ - | 81.75     |
|                                              | C-102-5.12 Remove Existing Outlet Structure (MES, Headwall, etc.)                         | 4.00            | \$350.00             | \$ 1,400.00   | 1,400.00        | 0.00                               | 0.00 | 1,400.00          | 100%         | \$ - | 70.00     |
|                                              | C-102-5.13 Remove Existing 8-Inch PVC Storm Pipe                                          | 21.00           | \$3.00               | \$ 63.00      | 63.00           | 0.00                               | 0.00 | 63.00             | 100%         | \$ - | 3.15      |
|                                              | C-102-5.14 Remove Existing 10-Inch PVC Storm Pipe                                         | 137.00          | \$4.00               | \$ 548.00     | 548.00          | 0.00                               | 0.00 | 548.00            | 100%         | \$ - | 27.40     |
|                                              | C-102-5.15 Remove Existing 12-Inch PVC Storm Pipe                                         | 67.00           | \$6.00               | \$ 402.00     | 402.00          | 0.00                               | 0.00 | 402.00            | 100%         | \$ - | 20.10     |
|                                              | C-102-5.16 Remove Existing 12-Inch RCP Storm Pipe                                         | 82.00           | \$5.00               | \$ 410.00     | 410.00          | 0.00                               | 0.00 | 410.00            | 100%         | \$ - | 20.50     |
|                                              | C-102-5.17 Remove Existing 15-Inch RCP Storm Pipe                                         | 132.00          | \$6.00               | \$ 792.00     | 792.00          | 0.00                               | 0.00 | 792.00            | 100%         | \$ - | 39.60     |
|                                              | C-102-5.18 Remove Existing 12-Inch CMP Storm Pipe                                         | 82.00           | \$2.50               | \$ 205.00     | 205.00          | 0.00                               | 0.00 | 205.00            | 100%         | \$ - | 10.25     |
|                                              | C-102-5.19 Clearing and Grubbing                                                          | 1.00            | \$32,000.00          | \$ 32,000.00  | 32,000.00       | 0.00                               | 0.00 | 32,000.00         | 100%         | \$ - | 1,600.00  |
|                                              | C-102-5.20 Embankment in Place (Off-Site Borrow)                                          | 950.00          | \$18.00              | \$ 17,100.00  | 17,100.00       | 0.00                               | 0.00 | 17,100.00         | 100%         | \$ - | 855.00    |
|                                              | C-102-5.21 Embankment in Place (On-Site Borrow)                                           | 4300.00         | \$14.00              | \$ 60,200.00  | 60,200.00       | 0.00                               | 0.00 | 60,200.00         | 100%         | \$ - | 3,010.00  |
|                                              | C-102-5.22 Unsuitable Excavation                                                          | 125.00          | \$20.00              | \$ 2,500.00   | 2,500.00        | 0.00                               | 0.00 | 2,500.00          | 100%         | \$ - | 125.00    |
|                                              | C-102-5.23 Geogrid                                                                        | 250.00          | \$26.00              | \$ 6,500.00   | 6,500.00        | 0.00                               | 0.00 | 6,500.00          | 100%         | \$ - | 325.00    |
|                                              | C-102-5.24 Limerock Base Course (6-Inch)                                                  | 1320.00         | \$28.50              | \$ 37,620.00  | 37,620.00       | 0.00                               | 0.00 | 37,620.00         | 100%         | \$ - | 1,881.00  |
|                                              | C-102-5.25 Airfield Asphalt Surface Course (4-Inch)                                       | 350.00          | \$200.00             | \$ 70,000.00  | 70,000.00       | 0.00                               | 0.00 | 70,000.00         | 100%         | \$ - | 3,500.00  |
|                                              | C-102-5.26 Emulsified Asphalt Prime Coat                                                  | 390.00          | \$23.00              | \$ 8,970.00   | 8,970.00        | 0.00                               | 0.00 | 8,970.00          | 100%         | \$ - | 448.50    |
|                                              | C-102-5.27 Emulsified Asphalt Tack Coat                                                   | 130.00          | \$28.00              | \$ 3,640.00   | 3,640.00        | 0.00                               | 0.00 | 3,640.00          | 100%         | \$ - | 182.00    |
|                                              | C-102-5.28 Temporary Taxilane Marking, Yellow, Non-Reflective                             | 238.00          | \$3.50               | \$ 833.00     | 833.00          | 0.00                               | 0.00 | 833.00            | 100%         | \$ - | 41.65     |
|                                              | C-102-5.29 Permanent Taxilane Marking, Yellow, Reflective                                 | 238.00          | \$22.00              | \$ 5,236.00   | 5,236.00        | 0.00                               | 0.00 | 5,236.00          | 100%         | \$ - | 261.80    |
|                                              | C-102-5.30 Permanent Taxilane Marking, Black, Non-reflective                              | 476.00          | \$6.50               | \$ 3,094.00   | 3,094.00        | 0.00                               | 0.00 | 3,094.00          | 100%         | \$ - | 154.70    |
|                                              | C-102-5.31 8-Inch Dia. PVC Sch. 40 Storm Pipe                                             | 224.00          | \$23.00              | \$ 5,152.00   | 5,152.00        | 0.00                               | 0.00 | 5,152.00          | 100%         | \$ - | 257.60    |
|                                              | C-102-5.32 12-Inch Dia. PVC Sch. 40 Storm Pipe                                            | 189.00          | \$28.00              | \$ 5,292.00   | 5,292.00        | 0.00                               | 0.00 | 5,292.00          | 100%         | \$ - | 264.60    |
|                                              | C-102-5.33 24-Inch RCP (Class V) Storm Pipe                                               | 338.00          | \$147.00             | \$ 49,686.00  | 49,686.00       | 0.00                               | 0.00 | 49,686.00         | 100%         | \$ - | 2,484.30  |
|                                              | C-102-5.34 Connect to Roof Drain Downspout                                                | 4.00            | \$250.00             | \$ 1,000.00   | 1,000.00        | 0.00                               | 0.00 | 1,000.00          | 100%         | \$ - | 50.00     |
|                                              | C-102-5.35 24-Inch Square Yard Inlet                                                      | 2.00            | \$2,800.00           | \$ 5,600.00   | 5,600.00        | 0.00                               | 0.00 | 5,600.00          | 100%         | \$ - | 280.00    |
|                                              | C-102-5.36 FDOT Type E Inlet                                                              | 2.00            | \$6,650.00           | \$ 13,300.00  | 13,300.00       | 0.00                               | 0.00 | 13,300.00         | 100%         | \$ - | 665.00    |
|                                              | C-102-5.37 Storm Sewer Cleanout                                                           | 4.00            | \$400.00             | \$ 1,600.00   | 1,600.00        | 0.00                               | 0.00 | 1,600.00          | 100%         | \$ - | 80.00     |
|                                              | C-102-5.38 Pond Riser Structure                                                           | 1.00            | \$7,000.00           | \$ 7,000.00   | 7,000.00        | 0.00                               | 0.00 | 7,000.00          | 100%         | \$ - | 350.00    |
|                                              | C-102-5.39 12-Inch Flared End Section                                                     | 1.00            | \$1,800.00           | \$ 1,800.00   | 1,800.00        | 0.00                               | 0.00 | 1,800.00          | 100%         | \$ - | 90.00     |
|                                              | C-102-5.40 24-Inch Flared End Section                                                     | 1.00            | \$3,200.00           | \$ 3,200.00   | 3,200.00        | 0.00                               | 0.00 | 3,200.00          | 100%         | \$ - | 160.00    |
|                                              | C-102-5.41 12-Inch Dual Modified FDOT Mitered End Section, Index 272                      | 2.00            | \$3,600.00           | \$ 7,200.00   | 7,200.00        | 0.00                               | 0.00 | 7,200.00          | 100%         | \$ - | 360.00    |
|                                              | C-102-5.42 Permanent Seeding                                                              | 4.00            | \$3,500.00           | \$ 14,000.00  | 14,000.00       | 0.00                               | 0.00 | 14,000.00         | 100%         | \$ - | 700.00    |
|                                              | C-102-5.43 Sodding                                                                        | 2390.00         | \$14.50              | \$ 34,655.00  | 34,655.00       | 0.00                               | 0.00 | 34,655.00         | 100%         | \$ - | 1,732.75  |
|                                              | C-102-5.44 Topsoil Stripping (On-Site Stripping and Final Placement)                      | 181.00          | \$8.50               | \$ 1,538.50   | 1,538.50        | 0.00                               | 0.00 | 1,538.50          | 100%         | \$ - | 769.25    |
|                                              | C-102-5.45 Mulching                                                                       | 4.00            | \$4,200.00           | \$ 16,800.00  | 16,800.00       | 0.00                               | 0.00 | 16,800.00         | 100%         | \$ - | 840.00    |
|                                              | C-102-5.46 Proposed Cable, Conduit, and Counterpoise for Taxilane Edge Lights             | 1.00            | \$7,000.00           | \$ 7,000.00   | 7,000.00        | 0.00                               | 0.00 | 7,000.00          | 100%         | \$ - | 350.00    |
|                                              | C-102-5.47 Remove Existing Taxilane Electrical Cable, Including Conduit                   | 265.00          | \$12.80              | \$ 3,392.00   | 3,392.00        | 0.00                               | 0.00 | 3,392.00          | 100%         | \$ - | 169.60    |
|                                              | C-102-5.48 Remove Existing Taxilane Electrical Counterpoise                               | 140.00          | \$15.00              | \$ 2,100.00   | 2,100.00        | 0.00                               | 0.00 | 2,100.00          | 100%         | \$ - | 105.00    |
|                                              | C-102-5.49 Splice Proposed Airfield Cable to Existing Airfield Cable                      | 1.00            | \$1,500.00           | \$ 1,500.00   | 1,500.00        | 0.00                               | 0.00 | 1,500.00          | 100%         | \$ - | 75.00     |
|                                              | C-102-5.50 Remove Existing Taxilane Edge Light Fixture and Base Can                       | 3.00            | \$1,480.00           | \$ 4,440.00   | 4,440.00        | 0.00                               | 0.00 | 4,440.00          | 100%         | \$ - | 222.00    |
|                                              | C-102-5.51 Remove Existing Base Can and Relocate Existing Taxilane Edge Light Fixture     | 1.00            | \$3,800.00           | \$ 3,800.00   | 3,800.00        | 0.00                               | 0.00 | 3,800.00          | 100%         | \$ - | 190.00    |
|                                              | C-102-5.52 Remove Existing Taxilane Edge Light Fixture Only (Existing Base Can to Remain) | 1.00            | \$1,800.00           | \$ 1,800.00   | 1,800.00        | 0.00                               | 0.00 | 1,800.00          | 100%         | \$ - | 90.00     |
|                                              | C-102-5.53 Gas Line Relocation                                                            | 1.00            | \$2,000.00           | \$ 2,000.00   | 2,000.00        | 0.00                               | 0.00 | 2,000.00          | 100%         | \$ - | 100.00    |
|                                              | C-102-5.54 Telecommunication Line Removal                                                 | 1.00            | \$2,500.00           | \$ 2,500.00   | 2,500.00        | 0.00                               | 0.00 | 2,500.00          | 100%         | \$ - | 125.00    |
|                                              | 90% FAA, 10% FDOT Items TOTALS                                                            |                 | \$641,472.00         | \$ 641,472.00 | 641,472.00      | 0.00                               | 0.00 | 641,472.00        | 100%         | \$ - | 32,073.60 |

Reimbursement - City use only

This Period Total \$32,073.60

CONTINUATION SHEET

PAGE 3 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.  
Contractor's signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable ret. for line items may apply.

PROJECT: LAKE CITY AIRPORT T HANGAR APPLICATION  
LAKE CITY, FL APPLICATION DATE: 7  
HANGAR CONSTRUCTION PERIOD TO: 6/23/2026  
6/31/2026

| ITEM #                                | DESCRIPTION OF WORK                                                                                      |     | SCHEDULED VALUE | WORK COMPLETED                     |              | STORED MATERIAL | TOTAL COMPLETED AND STORED TO DATE | %            | BALANCE TO FINISH | RETAINAGE 5%   |
|---------------------------------------|----------------------------------------------------------------------------------------------------------|-----|-----------------|------------------------------------|--------------|-----------------|------------------------------------|--------------|-------------------|----------------|
|                                       |                                                                                                          |     |                 | PREVIOUS APPLICATION               | THIS PERIOD  |                 |                                    |              |                   |                |
| FDOT (100%) Items HANGAR CONSTRUCTION |                                                                                                          |     |                 |                                    |              |                 |                                    |              |                   |                |
| DIV. 2                                | SITWORK                                                                                                  |     | \$ 191,582.50   |                                    |              |                 |                                    |              |                   |                |
|                                       | FDOT 428 Potable Water Service Installation, Complete (Including All Pipes, Fittings, Valves, Meters, E  | 1   | \$22,250.00     | \$ 22,250.00                       | 22,250.00    | 0.00            | 0.00                               | 22,250.00    | 100%              | \$ - 1,112.50  |
|                                       | FDOT 429 Sanitary Sewer, Complete (Including All Pipes, Doghouse Manholes, Fittings, Testing, Casin      | 1   | \$54,750.00     | \$ 54,750.00                       | 54,750.00    | 0.00            | 0.00                               | 54,750.00    | 100%              | \$ - 2,737.50  |
|                                       | FDOT 521 Concrete Parking Bumper                                                                         | 9   | \$78.00         | \$ 702.00                          | 702.00       | 0.00            | 0.00                               | 702.00       | 100%              | \$ - 35.10     |
|                                       | FDOT 522 Concrete Sidewalk                                                                               | 105 | \$92.00         | \$ 9,660.00                        | 9,660.00     | 0.00            | 0.00                               | 9,660.00     | 100%              | \$ - 483.00    |
|                                       | FDOT 700 Highway Signing (Including Sign Post)                                                           | 1   | \$2,800.00      | \$ 2,800.00                        | 2,800.00     | 0.00            | 0.00                               | 2,800.00     | 100%              | \$ - 140.00    |
|                                       | FDOT 710 Parking Lot Markings                                                                            | 1   | \$1,800.00      | \$ 1,800.00                        | 1,800.00     | 0.00            | 0.00                               | 1,800.00     | 100%              | \$ - 90.00     |
|                                       | C-105-6.1 Mobilization (10% Maximum)                                                                     | 1   | \$20,500.00     | \$ 20,500.00                       | 20,500.00    | 0.00            | 0.00                               | 20,500.00    | 100%              | \$ - 1,025.00  |
|                                       | P-211-5.1 Limerock Base Course (6-Inch)                                                                  | 820 | \$28.50         | \$ 23,370.00                       | 23,370.00    | 0.00            | 0.00                               | 23,370.00    | 100%              | \$ - 1,168.50  |
|                                       | P-211-5.2 Limerock Base Course (4-Inch)                                                                  | 130 | \$28.50         | \$ 3,705.00                        | 3,705.00     | 0.00            | 0.00                               | 3,705.00     | 100%              | \$ - 185.25    |
|                                       | P-401-8.1 Airfield Asphalt Surface Course (4-Inch)                                                       | 90  | \$200.00        | \$ 18,000.00                       | 18,000.00    | 0.00            | 0.00                               | 18,000.00    | 100%              | \$ - 900.00    |
|                                       | P-409-4.1 12.5mm, Fine Mix, Traffic Level C Roadway Asphalt (2-Inch)                                     | 70  | \$200.00        | \$ 14,000.00                       | 14,000.00    | 0.00            | 0.00                               | 14,000.00    | 100%              | \$ - 700.00    |
|                                       | P-501-8.1 Concrete Pavement (6-Inch)                                                                     | 121 | \$33.00         | \$ 3,993.00                        | 3,993.00     | 0.00            | 0.00                               | 3,993.00     | 100%              | \$ - 199.65    |
|                                       | P-602.5.1 Emulsified Asphalt Prime Coat                                                                  | 240 | \$23.00         | \$ 5,520.00                        | 5,520.00     | 0.00            | 0.00                               | 5,520.00     | 100%              | \$ - 276.00    |
|                                       | P-603-5.1 Emulsified Asphalt Tack Coat                                                                   | 40  | \$28.00         | \$ 1,120.00                        | 1,120.00     | 0.00            | 0.00                               | 1,120.00     | 100%              | \$ - 56.00     |
|                                       | P-620-5.1 Temporary Taxilane Markings, Non-Reflective                                                    | 25  | \$3.50          | \$ 87.50                           | 87.50        | 0.00            | 0.00                               | 87.50        | 100%              | \$ - 4.38      |
|                                       | P-620-5.2 Permanent Taxilane Markings, Reflective                                                        | 25  | \$22.00         | \$ 550.00                          | 550.00       | 0.00            | 0.00                               | 550.00       | 100%              | \$ - 27.50     |
|                                       | P-620-5.3 Permanent Taxilane Marking, Black, Non-Reflective                                              | 50  | \$6.50          | \$ 325.00                          | 325.00       | 0.00            | 0.00                               | 325.00       | 100%              | \$ - 16.25     |
|                                       | PLANS Waterline and Hose Bibb Removal, Complete                                                          | 1   | \$450.00        | \$ 450.00                          | 450.00       | 0.00            | 0.00                               | 450.00       | 100%              | \$ - 22.50     |
|                                       | PLANS Site Electrical (Including Demolition and Electrical Conduits, Wires, Junction Box, All Misc.), Co | 1   | \$8,000.00      | \$ 8,000.00                        | 8,000.00     | 0.00            | 0.00                               | 8,000.00     | 100%              | \$ - 400.00    |
| DIV. 13                               | SPECIALTY CONSTRUCTION                                                                                   |     | \$698,403.00    |                                    |              | 0.00            |                                    |              |                   |                |
|                                       | B-01 4 Corporate Hangar, Complete                                                                        |     |                 | \$ 698,403.00                      | 698,403.00   | 0.00            | 0.00                               | 698,403.00   | 100%              | \$ - 34,920.15 |
| Change Orders                         | CHANGE ORDERS                                                                                            |     | \$0.00          |                                    |              |                 |                                    |              | #DIV/0!           | \$ - -         |
|                                       |                                                                                                          |     |                 |                                    |              |                 |                                    |              |                   |                |
|                                       | FDOT (100%) Items TOTALS                                                                                 |     | \$889,985.50    | \$ 889,985.50                      | 889,985.50   | 0.00            | 0.00                               | 889,985.50   | 100%              | \$ - 44,499.28 |
| Reimbursement - City use only         |                                                                                                          |     |                 |                                    |              |                 |                                    |              |                   |                |
|                                       |                                                                                                          |     |                 | This Period Total                  |              | \$ 44,499.28    |                                    |              |                   |                |
|                                       |                                                                                                          |     |                 | 434923-1-94-25 FDOT (100%) Request |              | \$ 44,499.28    |                                    |              |                   |                |
| OVERALL PROJECT TOTALS FOR GCSI USE   |                                                                                                          |     |                 |                                    |              |                 |                                    |              |                   |                |
|                                       |                                                                                                          |     | \$1,531,457.50  | \$ 1,531,457.50                    | 1,531,457.50 | 0.00            | 0.00                               | 1,531,457.50 | 100%              | \$ - 76,572.88 |

CM/rrp  
04/14/2025

## **RESOLUTION NO 2025-060**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 009-2025 FOR CONSTRUCTION OF LCQ NORTH DEVELOPMENT HANGAR AND TAXILANES; ACCEPTING THE BID FROM GRAY CONSTRUCTION SERVICES, INC., A FLORIDA CORPORATION AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 009-2025 (the "ITB") seeking a vendor to construct the north development hangar and taxilanes at Lake City Gateway Airport (the "Services"); and

**WHEREAS**, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

**WHEREAS**, said ITB evaluation and tabulation process determined Gray Construction Services, Inc., a Florida corporation (the "Vendor") was the bidder responding to the ITB with the lowest responsive bid in the amount not to exceed \$1,531,457.50; and

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

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

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

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

City of Lake City, Florida  
Resolution 2025-060

ITB-009-2025 (Airport Hangar Construction)  
Gray Construction Services, Inc.

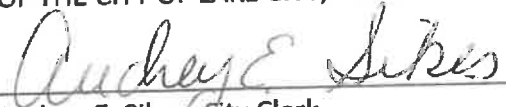
1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this 21<sup>st</sup> day of April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

  
Noah E. Walker, Mayor

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

  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

  
Clay Martin, City Attorney



335 S. Legacy Trail, Suite B-102  
St. Augustine, FL 32092  
904.757.6106 | passero.com

April 14, 2025

**Attn:** Edward Bunnell, Airport Manager  
City of Lake City  
205 N. Marion Avenue  
Lake City, FL 32055

**Re: Recommendation of Award, N. Development Hangar & Taxilanes  
Lake City Gateway Airport, PA Project Number 24000010.0032**

Dear Mr. Bunnell:

On Monday, March 31, 2025, the City of Lake City received one (1) bid via OPENGOV.com for the North Development Hangar and Taxilanes project at the Lake City Gateway Airport (LCQ). The bid was received by Ms. Brenda Karr, Procurement Director for the City of Lake City. The City of Lake City and Passero Associates exercised due diligence in notifying as many potential bidders as possible.

1. Passero and the City emailed the bid advertisement directly to known general contractors, electrical contractors, and suppliers.
2. Passero and the City Emailed Plan Houses (Blue Book, Construct Connect, Dodge Plan Room, Construction Journal and Mid-State Builders Exchange) Advertisement to Bid for their database and distribution.
3. Passero and the City held a pre-bid meeting followed by a site visit at LCQ on Wednesday, March 5, 2025, which was well attended.

Passero Associates has reviewed the bid submitted by Gray Construction Services, Inc. A Bid Tabulation showing a summary of the bid received alongside the Engineer's Estimate of Probable Construction Cost is enclosed for your review. Passero considers the bid unit prices values to be fair and reasonable.

Based on the bid received, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. of Trenton, FL in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50).

Gray Construction Services, Inc. committed to meeting the 6.67% DBE participation goal but was unable to secure firms. Requests for bids were sent to DBE firms on March 3rd and March 14th; however, no responses were received. Despite this, Gray Construction made a Good Faith Effort to include DBE firms in the project and has Good Faith Effort documentation.

Passero Associates performed a review of Gray Construction Services, Inc. responsibility by researching the following:

- A detailed analysis of the proposal submitted by Gray Construction Services, Inc. revealed no irregularities. The proposal appears to be fair and reasonable.

- Gray Construction Services, Inc. is a licensed Certified General Contractor CGC062854 in the State of Florida. (Expires 8/31/2026)
- Gray Construction Services, Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Gray Construction Services, Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- Gray Construction Services, Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- Gray Construction Services, Inc. has been licensed with the State of Florida since March 25, 2009, and has successful experience with similar projects.

In summary, Passero Associates recommends awarding the Schedule I (Hangar, Apron, Parking Lot and Utilities) and Schedule II (Taxilane, Drainage, and Associated Site Work) to Gray Construction Services, Inc. in the amount of one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50) contingent upon FAA and FDOT funding. A copy of the Gray Construction Services, Inc. Construction Agreement and Notice of Award are enclosed for your use and review.

Passero has enclosed for your consideration and approval, Passero Associates, LLC Work Order 25-31R for Construction Administration, Construction Observation and Quality Assurance Materials Testing for the Site Work construction in the amount of ninety-eight thousand dollars and zero cents. (\$98,000.00)

Also enclosed for your consideration and approval is Passero Associates, LLC Work Order 25-32R for Construction Administration and Construction Observation for the construction of the Bulk Hangar construction in the amount of seventy-nine thousand five hundred dollars and zero cents. (\$79,500.00)

If you have any questions or require additional information, please contact me.

Sincerely,



Leona Lewis, P.E.  
Project Manager

enc: Bid Tabulation  
Construction Agreement & Notice of Award  
PA Work Order 25-31R & 25-32R

cc: Brenda Karr, Lake City Director of Procurement  
Christina Nelson, FDOT District 2 Aviation Administrator

| Bid Tabulation<br>North Taxilane and Hangar<br>Lake City Gateway Airport (LCQ)<br>PA PN 20070044.0031&.0032 |                                                                                                                                                                |          |      |                                 |                                  |  |                                                |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------------------------|----------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------|
| ITEM CODE                                                                                                   | DESCRIPTION                                                                                                                                                    | QUANTITY | UNIT | Engineer's Opinion<br>UNIT COST | Engineer's Opinion<br>TOTAL COST | Gray Construction Services, Inc.<br>UNIT COST                                       | Gray Construction Services, Inc.<br>TOTAL COST |
| SCHEDULE I: 100% FDOT FUNDED HANGAR, APRON, PARKING LOT, AND UTILITIES                                      |                                                                                                                                                                |          |      |                                 |                                  |                                                                                     |                                                |
| FDOT 428                                                                                                    | Potable Water Service Installation, Complete (Including All Pipes, Fittings, Valves, Meters, Backflow, Testing, Casings, Accessories, Trenching, and Backfill) | 1        | LS   | \$ 10,000.00                    | \$ 10,000.00                     | \$ 22,250.00                                                                        | \$ 22,250.00                                   |
| FDOT 429                                                                                                    | Sanitary Sewer, Complete (Including All Pipes, Doghouse Manholes, Fittings, Testing, Casings, Accessories, Backfill, and Trenching)                            | 1        | LS   | \$ 20,000.00                    | \$ 20,000.00                     | \$ 54,750.00                                                                        | \$ 54,750.00                                   |
| FDOT 521                                                                                                    | Concrete Parking Bumper                                                                                                                                        | 5        | EA   | \$ 130.00                       | \$ 1,170.00                      | \$ 78.00                                                                            | \$ 702.00                                      |
| FDOT 522                                                                                                    | Concrete Sidewalk                                                                                                                                              | 105      | SY   | \$ 70.00                        | \$ 7,350.00                      | \$ 92.00                                                                            | \$ 9,660.00                                    |
| FDOT 700                                                                                                    | Parking Lot Signage                                                                                                                                            | 1        | EA   | \$ 750.00                       | \$ 750.00                        | \$ 2,800.00                                                                         | \$ 2,800.00                                    |
| FDOT 710                                                                                                    | Parking Lot Markings                                                                                                                                           | 1        | LS   | \$ 1,500.00                     | \$ 1,500.00                      | \$ 1,800.00                                                                         | \$ 1,800.00                                    |
| C-105-6.1                                                                                                   | Mobilization (10% Maximum)                                                                                                                                     | 1        | LS   | \$ 86,927.50                    | \$ 86,927.50                     | \$ 20,500.00                                                                        | \$ 20,500.00                                   |
| P-211-5.1                                                                                                   | Limerock Base Course (6-Inch)                                                                                                                                  | 820      | SY   | \$ 30.00                        | \$ 24,600.00                     | \$ 28.50                                                                            | \$ 23,370.00                                   |
| P-211-5.2                                                                                                   | Limerock Base Course (4-Inch)                                                                                                                                  | 120      | SY   | \$ 30.00                        | \$ 3,600.00                      | \$ 28.50                                                                            | \$ 3,420.00                                    |
| P-401-8.1                                                                                                   | Airfield Asphalt Surface Course (4-Inch)                                                                                                                       | 90       | TON  | \$ 225.00                       | \$ 20,250.00                     | \$ 200.00                                                                           | \$ 18,000.00                                   |
| P-409-4.1                                                                                                   | 12.5mm Fine Mix Traffic Level C Roadway Asphalt (2-Inch)                                                                                                       | 70       | TON  | \$ 200.00                       | \$ 14,000.00                     | \$ 260.00                                                                           | \$ 18,200.00                                   |
| P-501-8.1                                                                                                   | Concrete Pavement (6-Inch)                                                                                                                                     | 121      | SY   | \$ 165.00                       | \$ 19,965.00                     | \$ 33.00                                                                            | \$ 3,993.00                                    |
| P-602-5.1                                                                                                   | Emulsified Asphalt Prime Coat                                                                                                                                  | 240      | GAL  | \$ 11.00                        | \$ 2,640.00                      | \$ 23.00                                                                            | \$ 5,520.00                                    |
| P-603-5.1                                                                                                   | Emulsified Asphalt Tack Coat                                                                                                                                   | 40       | GAL  | \$ 5.00                         | \$ 200.00                        | \$ 28.00                                                                            | \$ 1,120.00                                    |
| P-620-5.1                                                                                                   | Temporary Taxilane Marking, Yellow, Non-Reflective                                                                                                             | 25       | SF   | \$ 3.00                         | \$ 75.00                         | \$ 3.50                                                                             | \$ 87.50                                       |
| P-620-5.2                                                                                                   | Permanent Taxilane Marking, Yellow, Reflective                                                                                                                 | 25       | SF   | \$ 5.00                         | \$ 125.00                        | \$ 22.00                                                                            | \$ 550.00                                      |
| P-620-5.3                                                                                                   | Permanent Taxilane Marking, Black, Non-Reflective                                                                                                              | 50       | SF   | \$ 5.00                         | \$ 250.00                        | \$ 6.50                                                                             | \$ 325.00                                      |
| PLANS                                                                                                       | Waterline and Hose Bibb Removal, Complete                                                                                                                      | 1        | LS   | \$ 7,500.00                     | \$ 7,500.00                      | \$ 450.00                                                                           | \$ 450.00                                      |
| PLANS                                                                                                       | Site Electrical (Including Demolition and Electrical Conduits, Wires, Junction Box, All Misc.), Complete                                                       | 1        | LS   | \$ 15,000.00                    | \$ 15,000.00                     | \$ 8,000.00                                                                         | \$ 8,000.00                                    |
| B-01                                                                                                        | Corporate Hangar, Complete                                                                                                                                     | 1        | LS   | \$ 720,000.00                   | \$ 720,000.00                    | \$ 698,403.00                                                                       | \$ 698,403.00                                  |
| SCHEDULE I SUBTOTAL:                                                                                        |                                                                                                                                                                |          |      |                                 | \$ 956,202.50                    |                                                                                     | \$ 889,985.50                                  |
| SCHEDULE II: 90% FAA FUNDED, 10% FDOT FUNDED TAXILANE, DRAINAGE, AND ASSOCIATED SITE WORK                   |                                                                                                                                                                |          |      |                                 |                                  |                                                                                     |                                                |
| C-102-5.1                                                                                                   | Temporary Soil Erosion and Siltation Control                                                                                                                   | 1        | LS   | \$ 20,000.00                    | \$ 20,000.00                     | \$ 72,940.00                                                                        | \$ 72,940.00                                   |
| C-103-6.1                                                                                                   | Project Survey, Stakeout, and Record Drawings                                                                                                                  | 1        | LS   | \$ 15,000.00                    | \$ 15,000.00                     | \$ 18,000.00                                                                        | \$ 18,000.00                                   |
| C-105-6.1                                                                                                   | Mobilization (10% Maximum)                                                                                                                                     | 1        | LS   | \$ 63,741.55                    | \$ 63,741.55                     | \$ 40,000.00                                                                        | \$ 40,000.00                                   |
| C-101-4.1                                                                                                   | Maintenance of Traffic and Airfield Safety                                                                                                                     | 1        | LS   | \$ 7,500.00                     | \$ 7,500.00                      | \$ 35,000.00                                                                        | \$ 35,000.00                                   |
| P-101-5.1                                                                                                   | Remove Existing Full Depth Asphalt Pavement                                                                                                                    | 1,632    | SY   | \$ 30.00                        | \$ 48,960.00                     | \$ 2.50                                                                             | \$ 4,080.00                                    |
| P-101-5.2                                                                                                   | Remove Existing Full Depth Concrete Pavement                                                                                                                   | 21       | SY   | \$ 75.00                        | \$ 1,575.00                      | \$ 12.00                                                                            | \$ 252.00                                      |
| P-101-5.3                                                                                                   | Remove Existing Gravel Pavement                                                                                                                                | 1,250    | SY   | \$ 20.00                        | \$ 25,000.00                     | \$ 3.00                                                                             | \$ 3,750.00                                    |
| P-101-5.4                                                                                                   | Remove Existing Fence                                                                                                                                          | 1,350    | LF   | \$ 30.00                        | \$ 40,500.00                     | \$ 2.00                                                                             | \$ 2,700.00                                    |
| P-101-5.5                                                                                                   | Remove Existing Gate                                                                                                                                           | 1        | EA   | \$ 1,250.00                     | \$ 1,250.00                      | \$ 200.00                                                                           | \$ 200.00                                      |
| P-101-5.6                                                                                                   | Remove Existing Inlet                                                                                                                                          | 4        | EA   | \$ 2,800.00                     | \$ 11,200.00                     | \$ 300.00                                                                           | \$ 1,200.00                                    |
| P-101-5.7                                                                                                   | Remove Existing Pavement Marking                                                                                                                               | 109      | SF   | \$ 1.00                         | \$ 109.00                        | \$ 15.00                                                                            | \$ 1,635.00                                    |
| P-101-5.8                                                                                                   | Remove Existing Outlet Structure (MES, Headwall, etc.)                                                                                                         | 4        | EA   | \$ 1,500.00                     | \$ 6,000.00                      | \$ 350.00                                                                           | \$ 1,400.00                                    |
| P-101-5.9                                                                                                   | Remove Existing 8-Inch PVC Storm Pipe                                                                                                                          | 21       | LF   | \$ 55.00                        | \$ 1,155.00                      | \$ 3.00                                                                             | \$ 63.00                                       |
| P-101-5.10                                                                                                  | Remove Existing 10-Inch PVC Storm Pipe                                                                                                                         | 137      | LF   | \$ 55.00                        | \$ 7,535.00                      | \$ 4.00                                                                             | \$ 548.00                                      |
| P-101-5.11                                                                                                  | Remove Existing 12-Inch PVC Storm Pipe                                                                                                                         | 67       | LF   | \$ 55.00                        | \$ 3,685.00                      | \$ 6.00                                                                             | \$ 402.00                                      |
| P-101-5.12                                                                                                  | Remove Existing 12-Inch RCP Storm Pipe                                                                                                                         | 82       | LF   | \$ 65.00                        | \$ 5,330.00                      | \$ 5.00                                                                             | \$ 410.00                                      |
| P-101-5.13                                                                                                  | Remove Existing 15-Inch RCP Storm Pipe                                                                                                                         | 132      | LF   | \$ 70.00                        | \$ 9,240.00                      | \$ 6.00                                                                             | \$ 792.00                                      |
| P-101-5.14                                                                                                  | Remove Existing 12-Inch CMP Storm Pipe                                                                                                                         | 52       | LF   | \$ 60.00                        | \$ 3,120.00                      | \$ 2.50                                                                             | \$ 205.00                                      |
| P-151-4.1                                                                                                   | Cleaning and Grubbing                                                                                                                                          | 1        | AC   | \$ 12,200.00                    | \$ 12,200.00                     | \$ 32,000.00                                                                        | \$ 32,000.00                                   |
| P-152-4.1                                                                                                   | Embankment in Place (Offsite Borrow)                                                                                                                           | 950      | CY   | \$ 18.00                        | \$ 17,100.00                     | \$ 18.00                                                                            | \$ 17,100.00                                   |
| P-152-4.2                                                                                                   | Embankment in Place (On-Site Borrow)                                                                                                                           | 4,300    | CY   | \$ 10.00                        | \$ 43,000.00                     | \$ 14.00                                                                            | \$ 60,200.00                                   |
| P-152-4.3                                                                                                   | Unsuitable Excavation                                                                                                                                          | 125      | CY   | \$ 50.00                        | \$ 6,250.00                      | \$ 20.00                                                                            | \$ 2,500.00                                    |
| P-152-4.4                                                                                                   | Geogrid                                                                                                                                                        | 250      | SY   | \$ 15.00                        | \$ 3,750.00                      | \$ 26.00                                                                            | \$ 6,500.00                                    |
| P-211-5.1                                                                                                   | Limerock Base Course (6-Inch)                                                                                                                                  | 1,320    | SY   | \$ 30.00                        | \$ 39,600.00                     | \$ 28.50                                                                            | \$ 37,620.00                                   |
| P-401-8.1                                                                                                   | Airfield Asphalt Surface Course (4-Inch)                                                                                                                       | 350      | TON  | \$ 225.00                       | \$ 78,750.00                     | \$ 200.00                                                                           | \$ 70,000.00                                   |
| P-602-5.1                                                                                                   | Emulsified Asphalt Prime Coat                                                                                                                                  | 350      | GAL  | \$ 11.00                        | \$ 3,850.00                      | \$ 23.00                                                                            | \$ 8,050.00                                    |
| P-603-5.1                                                                                                   | Emulsified Asphalt Tack Coat                                                                                                                                   | 130      | GAL  | \$ 5.00                         | \$ 650.00                        | \$ 28.00                                                                            | \$ 3,640.00                                    |
| P-620-5.1                                                                                                   | Temporary Taxilane Marking, Yellow, Non-Reflective                                                                                                             | 238      | SF   | \$ 3.00                         | \$ 714.00                        | \$ 3.50                                                                             | \$ 833.00                                      |
| P-620-5.2                                                                                                   | Permanent Taxilane Marking, Yellow, Reflective                                                                                                                 | 238      | SF   | \$ 5.00                         | \$ 1,190.00                      | \$ 22.00                                                                            | \$ 5,236.00                                    |
| P-620-5.3                                                                                                   | Permanent Taxilane Marking, Black, Non-reflective                                                                                                              | 476      | SF   | \$ 5.00                         | \$ 2,380.00                      | \$ 8.50                                                                             | \$ 4,034.00                                    |
| D-701-5.1                                                                                                   | 8-Inch Dia. PVC Sch. 40 Storm Pipe                                                                                                                             | 224      | LF   | \$ 50.00                        | \$ 11,200.00                     | \$ 23.00                                                                            | \$ 5,152.00                                    |
| D-701-5.2                                                                                                   | 12-Inch Dia. PVC Sch. 40 Storm Pipe                                                                                                                            | 189      | LF   | \$ 60.00                        | \$ 11,340.00                     | \$ 28.00                                                                            | \$ 5,292.00                                    |
| D-701-5.3                                                                                                   | 24-Inch RCP (Class V) Storm Pipe                                                                                                                               | 338      | LF   | \$ 180.00                       | \$ 60,840.00                     | \$ 147.00                                                                           | \$ 49,686.00                                   |

|                       |                                                                                |       |    |              |              |             |              |
|-----------------------|--------------------------------------------------------------------------------|-------|----|--------------|--------------|-------------|--------------|
| D-701-5.4             | Connect to Roof Drain Downspout                                                | 4     | EA | \$ 750.00    | \$ 3,000.00  | \$ 250.00   | \$ 1,000.00  |
| D-751-5.1             | 24-Inch Square Yard Inlet                                                      | 2     | EA | \$ 2,250.00  | \$ 4,500.00  | \$ 2,800.00 | \$ 5,600.00  |
| D-751-5.2             | FDOT Type E Inlet                                                              | 2     | EA | \$ 7,500.00  | \$ 15,000.00 | \$ 6,650.00 | \$ 13,300.00 |
| D-751-5.3             | Storm Sewer Cleanout                                                           | 4     | EA | \$ 820.00    | \$ 3,280.00  | \$ 400.00   | \$ 1,600.00  |
| D-751-5.4             | Ford Riser Structure                                                           | 1     | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 7,000.00 | \$ 7,000.00  |
| D-752-5.1             | 12-Inch Flared End Section                                                     | 1     | EA | \$ 2,000.00  | \$ 2,000.00  | \$ 1,800.00 | \$ 1,800.00  |
| D-752-5.2             | 24-Inch Flared End Section                                                     | 1     | EA | \$ 2,750.00  | \$ 2,750.00  | \$ 3,200.00 | \$ 3,200.00  |
| D-752-5.3             | 12-Inch Dual Modified FDOT Mitered End Section, Index 272                      | 2     | EA | \$ 2,700.00  | \$ 5,400.00  | \$ 3,800.00 | \$ 7,200.00  |
| T-901-5.1             | Permanent Seeding                                                              | 4     | AC | \$ 4,250.00  | \$ 17,000.00 | \$ 3,500.00 | \$ 14,000.00 |
| T-904-5.1             | Seeding                                                                        | 2,390 | SY | \$ 15.00     | \$ 35,850.00 | \$ 14.50    | \$ 34,655.00 |
| T-905-5.1             | Topsoil Stripping (On-Site Stripping and Final Placement)                      | 1,610 | CY | \$ 11.00     | \$ 19,910.00 | \$ 8.50     | \$ 15,385.00 |
| T-908-5.1             | Mulching                                                                       | 4     | AC | \$ 1,500.00  | \$ 6,000.00  | \$ 4,200.00 | \$ 16,800.00 |
| L-105-5.1             | Proposed Cable, Conduit, and Counterpoise for Taxilane Edge Lights             | 1     | LS | \$ 1,500.00  | \$ 1,500.00  | \$ 7,000.00 | \$ 7,000.00  |
| L-108-5.2             | Remove Existing Taxilane Electrical Cable, Including Conduit                   | 265   | LF | \$ 2.50      | \$ 662.50    | \$ 12.80    | \$ 3,392.00  |
| L-108-5.3             | Remove Existing Taxilane Electrical Counterpoise                               | 140   | LF | \$ 2.50      | \$ 350.00    | \$ 15.00    | \$ 2,100.00  |
| L-108-5.4             | Splice Proposed Airfield Cable to Existing Airfield Cable                      | 1     | EA | \$ 750.00    | \$ 750.00    | \$ 1,500.00 | \$ 1,500.00  |
| L-125-5.1             | Remove Existing Taxilane Edge Light Fixture and Base Can                       | 3     | EA | \$ 250.00    | \$ 750.00    | \$ 1,480.00 | \$ 4,440.00  |
| L-125-5.2             | Remove Existing Base Can and Relocate Existing Taxilane Edge Light Fixture     | 1     | EA | \$ 1,000.00  | \$ 1,000.00  | \$ 3,800.00 | \$ 3,800.00  |
| L-125-5.3             | Remove Existing Taxilane Edge Light Fixture Only (Existing Base Can to Remain) | 1     | EA | \$ 500.00    | \$ 500.00    | \$ 1,800.00 | \$ 1,800.00  |
| PLANS                 | Gas Line Relocation                                                            | 1     | LS | \$ 5,000.00  | \$ 5,000.00  | \$ 2,000.00 | \$ 2,000.00  |
| PLANS                 | Telecommunication Line Removal                                                 | 1     | LS | \$ 3,000.00  | \$ 3,000.00  | \$ 2,590.00 | \$ 2,500.00  |
| SCHEDULE II SUBTOTAL: |                                                                                |       |    | \$           | 704,157.05   | \$          | 641,472.00   |
| TOTAL                 |                                                                                |       |    | \$           | 1,660,359.55 | \$          | 1,531,457.50 |

## CONSTRUCTION AGREEMENT

**THIS AGREEMENT**, in four (4) duplicate originals, made and entered into this 28 day of April, 2025, by and between the City of LAKE CITY, Party of the First Part, and Gray Construction Services Inc. of Trenton, Florida of Gilchrist County of State of hereinafter designated as the CONTRACTOR, Party of the Second Part.

**WITNESSETH:** That the parties hereto, each in consideration of the Agreements on the part of the other herein contained have mutually agreed and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself, or themselves and its successors, his or their executors, administrators, and assigns as follows:

**Article 1. DESCRIPTION.** Under this Agreement and Contract the Contractor shall construct:

### **NORTH DEVELOPMENT HANGAR & TAXILANES**

**Article 2.** In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment, necessary to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions, and provision of this Contract and with the instructions, orders and direction of the Engineer made in accordance with this Contract.

**Article 3.** The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached and below.

**One million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents (\$1,531,457.50)**

**Article 4. CONTRACT DOCUMENTS.** The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; Special Conditions; FAA AC 150/5370-10-H; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

**Article 5.** If the Contractor shall fail to comply with any of the terms, conditions, provisions

or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

**Costs of Legal Action and Attorneys' Fees.** The prevailing party in any litigation relating to or arising from this Agreement shall be entitled to recover its expenses (including court costs and the reasonable fees and expenses of its legal counsel), both at the trial and appellate levels relating to such litigation.

**Article 6.** The following alterations and addenda have been made and included in this Contract before it was signed by the parties thereto: N/A

**Article 7. Insurance** The Contractor is hereby advised that the insurance requirements specified in this section shall be provided.

The Contractor and each Subcontractor, at his own expense, shall procure and maintain until final acceptance by the Owner, of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Owner a certificate or certificates for each of the kinds of insurance required, issued specifically for this Contract. No endorsements of existing policies will be accepted. In addition, five (5) certificates of insurance shall be furnished satisfactory in form to the Owner showing that the Contractor and each Subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards). Named insured **the City of Lake City**.

A. The kinds and amounts of insurance are as follows:

1. Comprehensive General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

| <u>Bodily Injury Liability</u> |                  | <u>Property Damage Liability</u> |                  |
|--------------------------------|------------------|----------------------------------|------------------|
| <u>Each Occurrence</u>         | <u>Aggregate</u> | <u>Each Occurrence</u>           | <u>Aggregate</u> |
| \$1,000,000                    | \$3,000,000      | \$1,000,000                      | \$2,000,000      |

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.
3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level

CA-2

of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

**Article 8.** As part of the Contract, the Contractor further understands and agrees to the following additional conditions.

- A. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Contract.
- B. The Contractor will be authorized to complete base bid plus approved add-ons or substitutions of the construction project which shall include work up to the available funding at the time of award. Further "Phases" of construction will be authorized only to the extent monies are available from applicable funding agencies.
- C. In the event that the Owner is not able to authorize the Contractor to begin additional work due to the lack of additional Federal and State grants deemed necessary for construction, the Contractor may be required to cease his operations until such time as the grants are received by the Owner. Such an occurrence shall not be deemed a stop work order as contemplated by other provisions of this Contract.

**Article 9.** The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously

provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

**Article 10.** This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Venue for any litigation shall be in the courts of appropriate jurisdiction in Columbia County, Florida.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-756, [CITYCLERK@LCFLA.COM](mailto:CITYCLERK@LCFLA.COM), CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

**IN WITNESS WHEREOF,** the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in four (4) copies, the day and year first above written.

**Article 11. E-Verify.** Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of, (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and, (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract. The Contractor/Proposer/Bidder acknowledges and

agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

**SIGNATURES ON NEXT PAGE**

City of Lake City

By: [Signature]  
Noah Walker-Mayer  
Name, Title  
4.21.25  
Date

ATTEST

By: [Signature]  
Audrey Sikes City Clerk  
Name, Title  
4.21.25  
Date

Gray Construction Services, Inc.

By: [Signature]  
Todd Gray  
Name, Title  
4/28/2025  
Date

ATTEST

By: [Signature]  
CS Harris, Estimator  
Name, Title  
04/30/2025  
Date

Add-Ons or Substitutions.

## PERFORMANCE BOND

**Bond Number**

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO. CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

### OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **City of Lake City, 205 N Marion Avenue, Lake City, FL 32055**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **NORTH DEVELOPMENT HANGAR & TAXILANES**

Project Location: **Lake City Gateway Airport (LCQ)**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

### CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
  - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

- c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
  - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
  - 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

**WITNESS**

In witness whereof, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL PRINCIPAL:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**CORPORATE PRINCIPAL:**

ATTEST:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Affix Corporate Seal)

Corporate Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Gray Construction Services, Inc.



TODD GRAY, PRESIDENT

**SURETY:**

ATTEST:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Affix Seal)

Surety Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Attach Power of Attorney)

**OWNER ACCEPTANCE**

The OWNER approves the form of this Performance Bond.

Date: 4.21.25

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



Noah Walker-  
Mayor

ATTEST:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Affix Seal)

Audrey Sikes  
Audrey Sikes-City Clerk

## PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.      CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

### OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto City of Lake City, 205 N Marion Avenue, Lake City, FL 32055, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: NORTH DEVELOPMENT HANGAR & TAXILANES

Project Location: Lake City Gateway Airport (LCQ)

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

### CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

3. any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
4. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

**SIGNATURES ON NEXT PAGE**

**WITNESS**

In witness whereof, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL PRINCIPAL:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**CORPORATE PRINCIPAL:**

ATTEST:

Corporate Name: Gray Construction Services, Inc.

Signature: \_\_\_\_\_

Name and Title: TODD LEAK, PRESIDENT

Signature: \_\_\_\_\_

Name and Title: CJ Harris, Estimator

(Affix Corporate Seal)

**SURETY:**

ATTEST:

Surety Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Affix Seal)  
Attorney)

(Attach Power of

**OWNER ACCEPTANCE**

The OWNER approves the form of this Payment Bond.

Date: 4.21.25

Signature: \_\_\_\_\_

Name and Title: Noah Walker-mayer

ATTEST:

Signature: \_\_\_\_\_

Name and Title: Audrey Sikes - City Clerk

(Affix Seal)

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

## NOTICE OF AWARD

STATE OF FLORIDA  
COUNTY OF COLUMBIA

THIS CONTRACT AWARD made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by the **City of Lake City, Florida**, hereinafter called the OWNER, to Gray Construction Services, Inc., hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

### **NORTH DEVELOPMENT HANGAR & TAXILANES**

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC  
335 S. Legacy Trail, Suite B-102  
St. Augustine, FL 32092

The project consists of the Proposal, dated February 25, 2025, plus the following Additives, if applicable: N/A

The consideration to be paid by the Owner to the Contractor for completion of the project in accordance with the contract documents is the sum of:

\$one million five hundred thirty-one thousand four hundred fifty-seven dollars and fifty cents

*(Amount in Written Words)*

(\$1,531,457.50)

*(Amount in Numerals)*

Commencement of work under this contract shall begin not less than five (5) nor more than fifteen (15) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred eighty (180) calendar days with Phase 1 set at one hundred fifty (150) calendar days** after that specified date unless otherwise subsequently agreed. The liquidated damages for both Phase I and Phase II are \$500.00 per calendar day.

OWNER:

By: City of Lake City, Florida  
Name

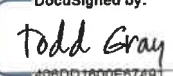
  
Signature

Noah Walker  
Printed Name

Mayor  
Title

Acknowledgement of Receipt of Contract Award by Contractor:

Gray Construction Services, Inc.  
Name

DocuSigned by:  
  
Signature

Todd Gray  
Printed Name

President  
Title

4/28/2025  
Date

**File Attachments for Item:**

2. City Council Resolution No. 2026-089 - A resolution of the City of Lake City, Florida, approving that certain utility work by Highway Contractor Agreement between the City and the State of Florida Department of Transportation for the constructing, reconstructing, or other improvements on State Road 247 at SW Bascom Norris Drive; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

| MEETING DATE |
|--------------|
| 8/17/2026    |

# CITY OF LAKE CITY

## Report to Council

| COUNCIL AGENDA |  |
|----------------|--|
| SECTION        |  |
| ITEM NO.       |  |

**SUBJECT:** Supplement for Design Work for the Conflict Structure

**DEPT / OFFICE:** Distributions and Collections

|                                                                                                                                                                                                                                              |                                                                                     |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------|
| <b>Originator:</b> Diana Hunt                                                                                                                                                                                                                |                                                                                     |                          |
| <b>City Manager</b><br>Don Rosenthal                                                                                                                                                                                                         | <b>Department Director</b><br>Brian Scott<br>Director of Distribution & Collections | <b>Date</b><br>7/24/2026 |
| <b>Recommended Action:</b><br>Allow FDOT to design and install drainage modifications in the plans for SR 247 job.                                                                                                                           |                                                                                     |                          |
| <b>Summary Explanation &amp; Background:</b><br>The City of Lake City should allow FDOT to re-enginer and relocate storm structure on SR 247 at Bascom Norris to save the City money with sewer infrastructure relocations due to conflicts. |                                                                                     |                          |
| <b>Alternatives:</b><br>Not to sign the documents and complete the ewer infrastructure relocations ourselves.                                                                                                                                |                                                                                     |                          |
| <b>Source of Funds:</b><br>410.70.563-060.63                                                                                                                                                                                                 |                                                                                     |                          |
| <b>Financial Impact:</b><br>\$25,000                                                                                                                                                                                                         |                                                                                     |                          |
| <b>Exhibits Attached:</b><br>UWHCA City of Lake City Utilities Phase 52-01 & Conflict Structure (S-406A)                                                                                                                                     |                                                                                     |                          |

## **RESOLUTION NO 2026 - 089**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTING, RECONSTRUCTING OR OTHER IMPROVEMENTS ON STATE ROAD 247 AT SW BASCOM NORRIS DRIVE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") owns certain utility facilities which are located on the public road identified as 429930-1-52-01, State Road No. 247 (the "Facilities"); and

WHEREAS, minor modifications involving constructing, reconstructing or other improvements to the Facilities are required by the Florida Department of Transportation ("FDOT") and more particularly described in Exhibit attached hereto (the "Project"); and

WHEREAS, FDOT and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with FDOT in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project and engaging FDOT's services by adopting 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. Engaging FDOT to complete the Project in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

- 
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
07/14

13,

|                                                                |                                |
|----------------------------------------------------------------|--------------------------------|
| <b>Financial Project ID: 429930-1-52-01</b>                    | <b>Federal Project ID: N/A</b> |
| <b>Financial Project ID:</b>                                   |                                |
| <b>Financial Project ID:</b>                                   |                                |
| <b>Financial Project ID:</b>                                   |                                |
| <b>County: Columbia</b>                                        | <b>State Road No.: 247</b>     |
| <b>District Document No: 1</b>                                 |                                |
| <b>Utility Agency/Owner (UAO): City of Lake City Utilities</b> |                                |

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and **City of Lake City Utilities**, hereinafter referred to as the "**UAO**";

**WITNESSETH:**

**WHEREAS**, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

**WHEREAS**, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 429930-1-52-01, State Road No. 247, hereinafter referred to as the "Project"; and

**WHEREAS**, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

**WHEREAS**, the **FDOT** will perform the Utility Work as part of the Project; and

**WHEREAS**, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Performance of Utility Work**

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

**2. Cost of Utility Work**

- a. The **UAO** will, at least Thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$25,000.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
07/14

- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

**3. Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
  - (4) Pursue any other remedies legally available.
  - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
  - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

**4. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES:**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

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officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES:**

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

**5. Force Majeure**

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**6. Miscellaneous**

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
07/14

refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision here of found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

|                             |
|-----------------------------|
| Brian Scott                 |
| City of Lake City Utilities |
| 692 SW St. Margarets Street |
| Lake City, FL 32055         |

If to the **FDOT**:

|                                      |
|--------------------------------------|
| Todd Hunt                            |
| Florida Department of Transportation |
| 1109 S. Marion Ave. - MS 2024        |
| Lake City, FL 32025                  |

**7. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
07/14

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

UTILITY: City of Lake City Utilities

BY: (Signature)

DATE: \_\_\_\_\_

(Typed Name:) Noah Walker

(Typed Title:) Mayor

---

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: \_\_\_\_\_

---

FDOT Legal review

BY: (Signature)

DATE: \_\_\_\_\_

District Counsel

---

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature)

DATE: \_\_\_\_\_

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

---

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)



**File Attachments for Item:**

3. City Council Resolution No. 2026-090 - A resolution of the City of Lake City, Florida, approving that certain utility work by Highway Contractor Agreement between the City and the State of Florida Department of Transportation for the design and installation of drainage modifications for State Road 247 at SW Bascom Norris Drive; 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.

|                     |
|---------------------|
| <b>MEETING DATE</b> |
| 8/17/2026           |

# CITY OF LAKE CITY

## Report to Council

| COUNCIL AGENDA |  |
|----------------|--|
| SECTION        |  |
| ITEM NO.       |  |

**SUBJECT:** Supplement for Drainage Modifications for City of Lake City Utility Conflicts

**DEPT / OFFICE:** Distribution and Collections

|                                                                                                                                                                                                                                                    |                                                                                     |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------|
| <b>Originator:</b> Diana Hunt                                                                                                                                                                                                                      |                                                                                     |                          |
| <b>City Manager</b><br>Don Rosenthal                                                                                                                                                                                                               | <b>Department Director</b><br>Brian Scott<br>Director of Distribution & Collections | <b>Date</b><br>7/24/2026 |
| <b>Recommended Action:</b><br>Allow FDOT to design and install drainage modification in plans for SR 247 at Bascom Norris.                                                                                                                         |                                                                                     |                          |
| <b>Summary Explanation &amp; Background:</b><br><br>The City of Lake City should allow FDOT to re-engineer and relocate storm structures on SR 247 at Bascom Norris to save the City money with sewer infrastructure relocations due to conflicts. |                                                                                     |                          |
| <b>Alternatives:</b><br><br>Not to sign the documents and complete the sewer infrastructure relocations ourselves.                                                                                                                                 |                                                                                     |                          |
| <b>Source of Funds:</b><br>410.70.536-060.63                                                                                                                                                                                                       |                                                                                     |                          |
| <b>Financial Impact:</b><br>\$8,405.38                                                                                                                                                                                                             |                                                                                     |                          |
| <b>Exhibits Attached:</b><br>UWHCA City of Lake City Utilities Phase 56-03                                                                                                                                                                         |                                                                                     |                          |

## **RESOLUTION NO 2026 - 090**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND INSTALLATION OF DRAINAGE MODIFICATIONS FOR STATE ROAD 247 AT SW BASCOM NORRIS DRIVE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") owns certain utility facilities which are located on the public road identified as 429930-1-52-01, State Road No. 247 (the "Facilities"); and

WHEREAS, minor modifications involving constructing, reconstructing or other improvements to the Facilities are required by the Florida Department of Transportation ("FDOT") and more particularly described in the Exhibit attached hereto (the "Project"); and

WHEREAS, FDOT and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with FDOT in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project and engaging FDOT's services by adopting 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. Engaging FDOT to complete the Project by 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 the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
07/14

13,

|                                                         |                         |
|---------------------------------------------------------|-------------------------|
| Financial Project ID: 429930-1-36-10                    | Federal Project ID: N/A |
| Financial Project ID: 429930-1-52-01                    |                         |
| Financial Project ID:                                   |                         |
| Financial Project ID:                                   |                         |
| County: Columbia                                        | State Road No.: 247     |
| District Document No: 1                                 |                         |
| Utility Agency/Owner (UAO): City of Lake City Utilities |                         |

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and **City of Lake City Utilities**, hereinafter referred to as the "**UAO**";

**WITNESSETH:**

**WHEREAS**, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

**WHEREAS**, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 429930-1-52-01, State Road No. 247, hereinafter referred to as the "Project"; and

**WHEREAS**, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

**WHEREAS**, the **FDOT** will perform the Utility Work as part of the Project; and

**WHEREAS**, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Performance of Utility Work**

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

**2. Cost of Utility Work**

- a. The **UAO** will, at least Thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$8,405.38 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

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- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

**3. Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
  - (4) Pursue any other remedies legally available.
  - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
  - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

**4. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES:**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

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officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES:**

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

**5. Force Majeure**

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**6. Miscellaneous**

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

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refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision here of found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

|                             |
|-----------------------------|
| Brian Scott                 |
| City of Lake City Utilities |
| 692 SW St. Margarets Street |
| Lake City, FL 32055         |

If to the **FDOT**:

|                                      |
|--------------------------------------|
| Todd Hunt                            |
| Florida Department of Transportation |
| 1109 S. Marion Ave. - MS 2024        |
| Lake City, FL 32025                  |

**7. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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

UTILITY: City of Lake City Utilities

BY: (Signature)

DATE: \_\_\_\_\_

(Typed Name:) Noah Walker

(Typed Title:) Mayor

---

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: \_\_\_\_\_

---

FDOT Legal review

BY: (Signature)

DATE: \_\_\_\_\_

District Counsel

---

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature)

DATE: \_\_\_\_\_

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

---

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

**File Attachments for Item:**

4. ACRUVA Community Developers - Daniel Acosta, Founder, President & Chief Development Officer - Arbors Pointe Apartment Complex Project



ACRUVA Community Developers — Giving everyone the chance to succeed™

# ARBORS POINTE

Lake City, Columbia County, Florida

A new 24-unit, 100% attainable family housing community bringing high-quality, deed-restricted rental homes to the heart of Lake City — giving working families the stable foundation they need to thrive.

Presented to: Lake City City Council — August 17<sup>th</sup>, 2026

Presented by: Daniel Acosta, Founder, President & Chief Development Officer

# Thank You to City Staff



Before we begin, we want to publicly recognize and thank the City of Lake City staff, whose diligence and professionalism have been instrumental in advancing Arbors Pointe. This project is a true group effort — staff has worked tirelessly on behalf of this community.



## City Manager's Office

**Don Rosenthal**  
City Manager

**Dee Johnson**  
Assistant City Manager



## Planning, Zoning & Growth Management

**Scott Thomason**  
Growth Management Director

**Ivy Franco**  
Permit Technician

**Robert Angelo**  
Planner II



## City Attorney's Office

**Clay Martin**  
City Attorney

*Their guidance through site review, utility coordination, and permitting has kept this project on track for working families in Lake City.*

# Who We Are: ACRUVA Community Developers



Founded in 2020 and headquartered in South Florida, ACRUVA builds resilient, sustainable, and equitable multifamily rental homes across Florida and Puerto Rico. Core values: **Compassion · Respect · Integrity · Equality**

\$10B

Equity Invested in Equitable Multifamily Housing

1,000+

Attainable Units Owned & Operated

400,000+

Families Served

75+ Years

Combined Leadership Experience

Strategic Joint Venture with **Walker & Dunlop** (ADC Communities II, LLC)

## ACRUVA Development Portfolio — \$311.5M | 697 Units

|                           |                     |                                 |           |
|---------------------------|---------------------|---------------------------------|-----------|
| Cross Creek Gardens       | Quincy, FL          | Completed                       | 36 units  |
| Miraflor Village          | Isabela, PR         | Under Constr. · Compl. Dec 2026 | 168 units |
| Lakewood Senior Housing   | Daytona Beach, FL   | Under Constr. · Compl. Mar 2027 | 56 units  |
| Residences at Cedar Creek | Quincy, FL          | Proj. Start Nov 2026            | 94 units  |
| Arbors Pointe             | Lake City, FL       | Proj. Start Nov 2026            | 24 units  |
| Osprey Landing            | Miami, FL           | Proj. Start Jan 2027            | 100 units |
| Arbors at Leisure City    | Miami, FL           | Proj. Start Jan 2027            | 109 units |
| 8th Avenue Commons        | Fort Lauderdale, FL | Proj. Start Sep 2027            | 110 units |



*"Our work in equitable housing is rewriting narratives for many families and helping them succeed to move towards the path of self-sufficiency."*

— **Daniel F. Acosta**, Founder & President, ACRUVA Community Developers

# What Arbors Pointe Is — and What It Is Not



Attainable and Workforce housing for Lake City's working families — **NOT Section 8 housing.**

## ✔ WHAT IT IS

- ✓ Rents geared to **working families earning 50–65% of Area Median Income** — nurses, teachers, first responders, skilled tradespeople (salaries of up to \$47,840 to qualify). Rents ranging from **\$829 to \$1,094 per month** while comparable market rents are \$1,600 per month.
- ✓ Privately developed, owned, and professionally managed by ACRUVA — a **50-year deed restriction** guarantees quality and affordability.
- ✓ Fully vetted, competitively awarded state funding through the **Florida Housing Finance Corporation**.

## ✗ WHAT IT IS NOT

- ✗ **NOT Section 8** or project-based subsidy housing — residents pay their own rent from earned income.
- ✗ **NOT a request for the City to become a development partner** — no City ownership, no City debt, no City operating risk.

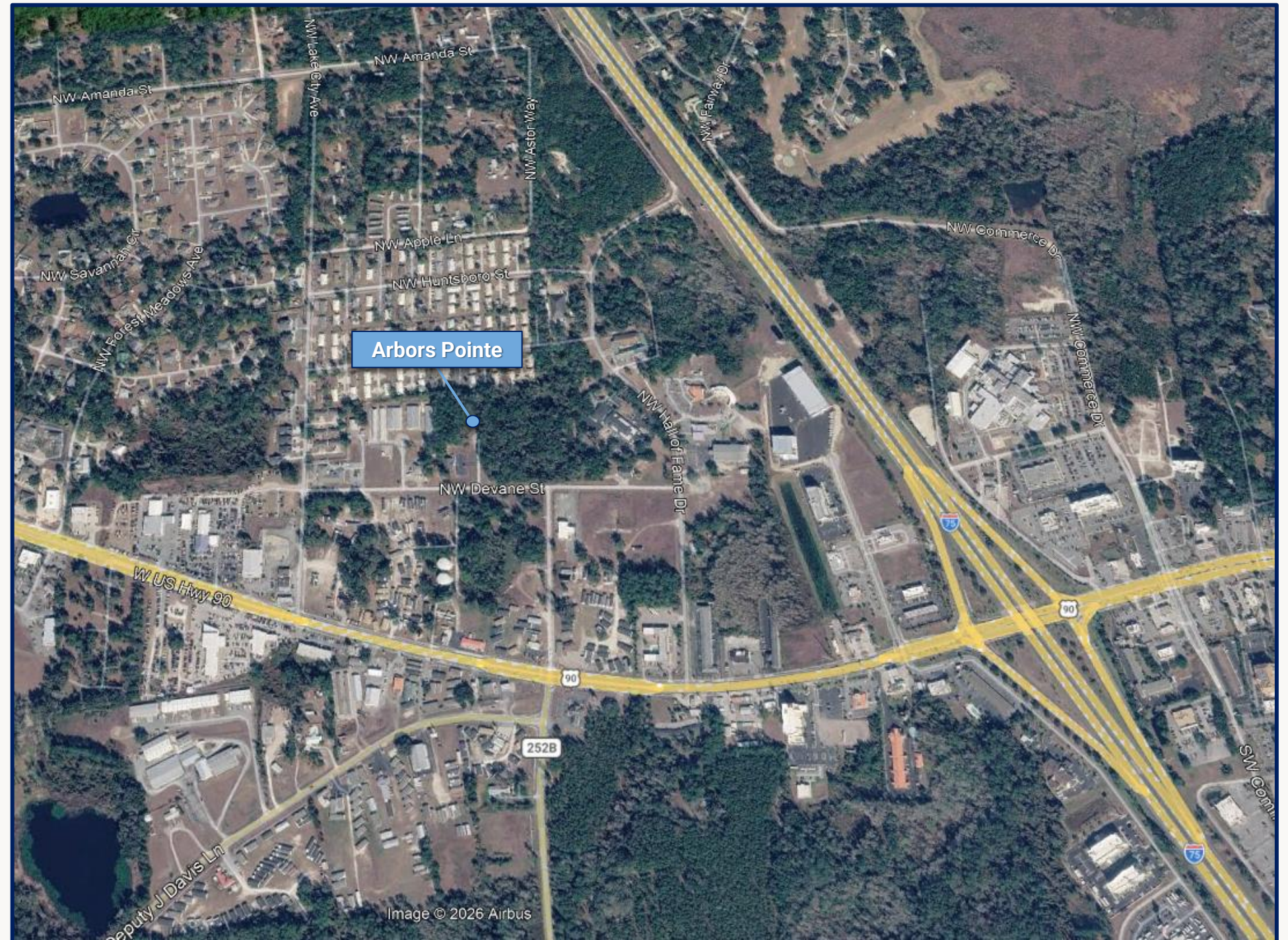
Residents are employed households who qualify by income and pass screening — the same working neighbors who power Lake City's hospitals, schools, and businesses.

# The Site: 355 NW Houseman Ct — 4.3 Acres in Lake City



355 NW Houseman Ct, Lake City, FL  
32055

- 4.3-acre site in Columbia County
- Near major employers along the I-75 corridor, Lake City Medical Center, and the Columbia County School District — residents live close to where they work
- One 3-story garden-style building with surface parking and ADA-accessible spaces
- Single controlled entrance; landscaped grounds with mature tree preservation



# The Vision: 24 High-Quality Homes Built for Community Livability



## PROGRAM & SCALE

24 three-bedroom units (1,176 SF avg.) · 28,224 SF residential net rentable area · One 3-story garden-style building with open breezeways · New construction with surface parking

## COMMUNITY AMENITIES

Clubhouse / Community Room · On-site laundry · Landscaped grounds with mature tree preservation · ENERGY STAR appliances · High-speed internet ready · Professional on-site management



Resident Services: Health and Wellness Program, Financial Management Program

## SUSTAINABILITY

Green Building certification (ENERGY STAR / Enterprise Green Communities) · Hurricane-resilient building systems · Mold-resistant materials · Hurricane Cat 4 Impact Windows



## TIMELINE



# Who Qualifies: Working Families at 50–65% of AMI



## THE AMI MATH — HUD FY 2025

Columbia County median family income (4-person HH) = **\$73,600/yr**

5 units @ 50% AMI:  $\$73,600 \times 50\% =$  **\$36,800 max income/yr**

15 units @ 60% AMI:  $\$73,600 \times 60\% =$  **\$44,160 max income/yr**

4 units @ High-HOME 65% AMI:  $\$73,600 \times 65\% =$  **\$47,840 max income/yr**

## MONTHLY RENT LEVELS — 3BR UNITS

| Rent Tier                            | Monthly Rent |
|--------------------------------------|--------------|
| 50% AMI Net Rent (5 units)           | \$829        |
| 60% AMI Net Rent (15 units)          | \$1,028      |
| High-HOME 65% AMI Net Rent (4 units) | \$1,094      |
| Market-Rate Rent (Lake City)         | ~\$1,600     |

Residents save roughly **\$500–\$770 every month** versus market-rate rents.

## EXAMPLE QUALIFYING JOBS IN LAKE CITY

-  Nursing Support (CNA / LPN) — **\$36k–\$48k**
-  School Teacher / Paraprofessional — **\$34k–\$45k**
-  Police Officer / Sheriff's Deputy — **\$38k–\$50k**
-  Firefighter / EMT — **\$36k–\$46k**
-  Retail / Food Service Manager — **\$32k–\$42k**
-  Skilled Trades (Electrician, HVAC) — **\$38k–\$52k**

Arbors Pointe is designed for the workforce that powers Lake City — people who earn too much for emergency assistance but too little to afford market-rate rents.

# Economic Impact: \$16.2M in Output for Columbia County

Lake City, Columbia County, Florida — April 2026 Economic Impact Analysis



**\$16.2M**

Total Construction-Phase Economic Output (Direct \$8.3M · Indirect \$4.3M · Induced \$3.6M)

**128 FTE**

Construction Jobs Supported (Direct + Indirect + Induced)

**\$8.9M**

Regional GDP Contribution — Construction Phase

**\$1.28M/yr**

Annual Ongoing Economic Output (Year 1, growing 3%/yr)

**~\$9,253/yr**

Savings per Household vs. Market Rent — \$173.5K/yr across all 24 households, 80% re-spent locally × 1.6 multiplier → ~\$222K/yr local output

**~31 Workers**

Essential Local Workers Housed — ~\$108.5K/yr Employer Benefit from Reduced Turnover

Annual social cost avoidance: \$72,000–\$277,000 · 10-year resident spending output ~\$14.7M

Columbia County's documented shortage of 600–800 affordable rentals — Arbors Pointe directly addresses this deficit.

Source: Economic Impact Analysis, Columbia County, FL | April 2026 | BEA RIMS II Multipliers

# State-Vetted Funding Guarantees 50 Years of Quality Housing



\$8.75M

State Funding — FHFC HOME (\$7.0M) + SAIL (\$1.75M) = 87.0%

\$1.0M

Local Partnership — City \$500K + County \$500K forgivable loans (10.0%)

~\$10.05M

Total Development Cost — balance via deferred developer fee (3.0%)

## USES OF FUNDS

| Uses              | Total        | Per Unit  | %      |
|-------------------|--------------|-----------|--------|
| Acquisition Costs | \$418,000    | \$17,417  | 4.2%   |
| Hard Costs        | \$6,816,503  | \$284,021 | 67.8%  |
| Soft Costs        | \$1,315,514  | \$54,813  | 13.1%  |
| Financing Costs   | \$137,216    | \$5,717   | 1.4%   |
| Reserves          | \$41,987     | \$1,749   | 0.4%   |
| Developer Fees    | \$1,323,077  | \$55,128  | 13.2%  |
| Total Uses        | \$10,052,297 | \$418,846 | 100.0% |

## PERMANENT SOURCES — CAPITAL STACK

| Sources                | Total        | %      |
|------------------------|--------------|--------|
| HOME                   | \$7,000,000  | 69.6%  |
| FHFC SAIL              | \$1,750,000  | 17.4%  |
| City Contribution      | \$500,000    | 5.0%   |
| County Forgivable Loan | \$500,000    | 5.0%   |
| Deferred Developer Fee | \$302,297    | 3.0%   |
| Total Sources          | \$10,052,297 | 100.0% |

The \$500,000 City contribution is broken down on the next slide.



Every dollar was competitively underwritten by the Florida Housing Finance Corporation, and a 50-year recorded deed restriction with annual compliance monitoring keeps Arbors Pointe a quality, professionally managed asset for Lake City.

# Our Request: Closing the Gap Together



From the capital stack: the \$1,302,297 local gap is closed by three partners —



$\$500,000 + \$500,000 + \$302,297 = \$1,302,297$  — the gap is fully closed



## THE CITY'S \$500,000 — HOW IT BREAKS DOWN

|                                                                                              |           |
|----------------------------------------------------------------------------------------------|-----------|
| Waiver of water & sewer hookup fees (in-kind)                                                | \$51,000  |
| Waiver of impact fees otherwise payable (in-kind)                                            | \$125,000 |
| Forgivable loan — proposed 30-year term, structured like prior City housing assistance loans | \$324,000 |
| Total City contribution                                                                      | \$500,000 |

One-third of the City's share (35% of \$500,000) is in-kind — fee waivers with no cash outlay — and the balance is a forgivable loan. A property tax abatement (proposed 20-year term, pro forma pays ~\$24,673/yr) remains available as a supplementary tool.



## COLUMBIA COUNTY — \$500,000

Matching forgivable loan sought from the County in parallel — mirroring the City's commitment so neither partner carries the gap alone.



## ACRUVA — \$302,297 DEFERRED FEE

ACRUVA keeps 23% of its developer fee at risk in the project. In return, the City and County gain 24 permanently attainable homes and \$16.2M in construction-phase economic activity.

Thank you — we welcome your questions.

# Outcome for Lake City and Columbia County



*The City's approval determines the outcome.*

## THE COMMITMENT



The \$8.75M in FHFC HOME and SAIL funding is deployed in Lake City, matched by \$302,297 of ACRUVA fee at risk.



24 three-bedroom homes are income-restricted for 50 years under a recorded deed restriction with annual FHFC monitoring.



\$16.2M in construction-phase economic output and \$8.9M in regional GDP are generated within Columbia County.



Construction begins November 2026, with first certificates of occupancy in January 2028.



A commitment is requested to achieve development of a much-needed community.

**File Attachments for Item:**

5. City Council Ordinance No. 2026-2360 (second final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 3/16/2026

Passed on final reading on 5/4/2026

## ORDINANCE NO. 2026-2360

### CITY OF LAKE CITY, FLORIDA

1       **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**  
2       **TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED;**  
3       **PURSUANT TO AN APPLICATION, CPA 26-02T, BY THE GROWTH**  
4       **MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA,**  
5       **UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS**  
6       **163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED;**  
7       **PROVIDING FOR AMENDING THE INTERGOVERNMENTAL**  
8       **COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN BY ADDING**  
9       **OBJECTIVE VII.9 ENTITLED JOINT PLANNING AREA AND INTERLOCAL**  
10       **SERVICE BOUNDARY AGREEMENT TO THE INTERGOVERNMENTAL**  
11       **COORDINATION ELEMENT; MAKING FINDINGS OF FACT IN SUPPORT**  
12       **THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN**  
13       **CONFLICT; PROVIDING AN EFFECTIVE DATE**

14       **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
15       of Lake City, Florida, (the “City Council”) to prepare, adopt and implement a comprehensive plan;  
16       and

17       **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community  
18       Planning Act, empowers and requires the City Council to prepare, adopt, and implement a  
19       comprehensive plan; and

20       **WHEREAS**, an application for an amendment, as described below, has been filed with the city;  
21       and

22       **WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the “Board”) has been  
23       designated as the Local Planning Agency of the City of Lake City, Florida, (the “LPA”); and

24       **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land  
25       Development Regulations, the Board, serving also as the LPA, held the required public hearing,  
26       with public notice having been provided, on said application for an amendment, as described  
27       below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all  
28       comments received during said public hearing and recommended to the City Council approval of  
29       said application for an amendment, as described below; and

30       **WHEREAS**, the City Council held the required public hearing, with public notice having been  
31       provided, under the procedures established in Sections 163.3161 through 163.3248, Florida  
32       Statutes, as amended, on said application for an amendment, as described below, and at said  
33       public hearing, the City Council reviewed and considered all comments received during said

public hearing, including the recommendation of the Board, serving also as the LPA, as described below; and

**WHEREAS**, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

**WHEREAS**, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

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

1. Pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, to amend the text of the Comprehensive Plan, Objective 7.9 is hereby added to the Intergovernmental Coordination Element of the Comprehensive Plan to read, as follows:

**OBJECTIVE VII.9      JOINT PLANNING AREA AND INTERLOCAL SERVICE  
BOUNDARY AGREEMENT**

**The City of Lake City shall coordinate with Columbia County, Columbia County Board of County Commissioners as appropriate to establish a more comprehensive and integrated annexation process and create and adopt a Joint Planning Agreement establishing a Joint Planning Area.**

**Policy VII.9.1      A Municipal Service Area shall conform to the definition provided for “municipal service area” in Section 171.202(f), Florida Statutes (2025)s.**

**Policy VII.9.2      A Joint Planning Agreement establishing a Joint Planning Area shall conform with Section 171.204, Florida Statutes and Section 163.3171, Florida Statutes.**

**Policy VII.9.3      A development to be provided utility services by the City of Lake City shall annex into the City of Lake City as a condition of connecting to utility services provided by the City of Lake City:**

**a. prior to the time utilities services are provided if the development is contiguous to the present boundary of the City of Lake City or otherwise is in a Municipal Service Area subject to a Joint Planning Agreement as part of an Interlocal Boundary Service Agreement; or**

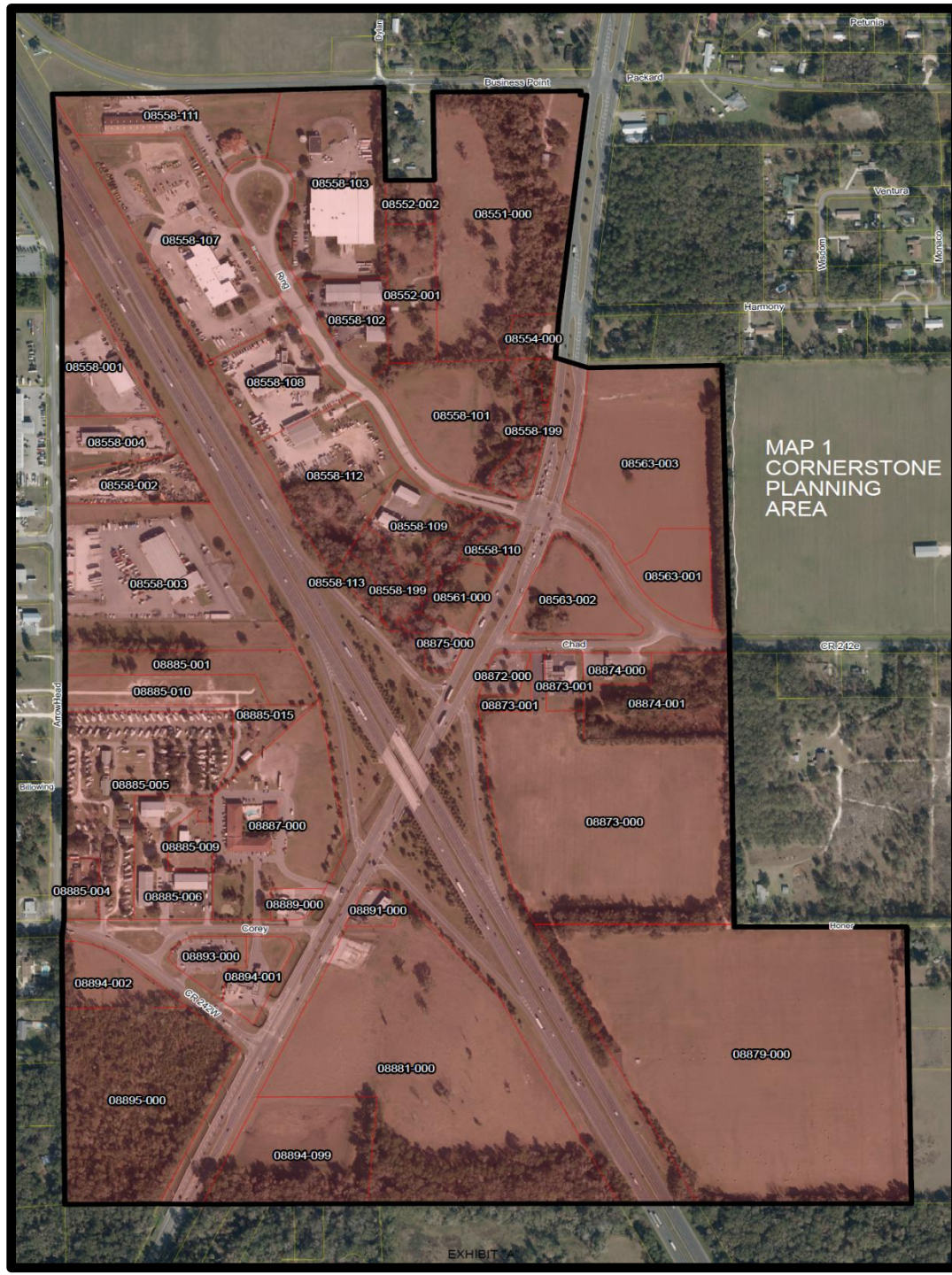
- b. after utilities services are provided if the development is not contiguous to the present boundary of the City of Lake City or is not otherwise in a Municipal Service Area subject to a Joint Planning Agreement as part of an Interlocal Boundary Service Agreement, provided the owner of the real property on which the development is situated executes an agreement with the City of Lake City that binds the present owner and such owners heirs, successors, and assigns committing to voluntarily annex such lands into the City of Lake City at the first such circumstance where such real property is eligible for annexation.

**Policy VII.9.4**      **Annexations under a Joint Planning Agreement and Interlocal Service Boundary Agreement require the following;**

- a. An accurate legal description of the land to be annexed.
- b. Shall be able to be provided public services as set forth in the Interlocal Boundary Service Agreement.
- c. Shall be consistent with the City's Comprehensive Plan.
- d. Shall be completely within the Joint Planning Area.

**Policy VII.9.5**      **Joint Planning Areas or Municipal Service Areas**

Pursuant to Chapter 171, Part II, Florida Statutes, Columbia County and the City of Lake City have established an Interlocal Service Boundary Agreement (ISBA), Cornerstone Joint Planning Area, effective on December 18, 2025. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to provisions established in the ISBA. This ISBA serves as the Joint Planning Agreement required by Section 171.204, Florida Statutes.



2. Severability. It is the declared intent of the City Council that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such

holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

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

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

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

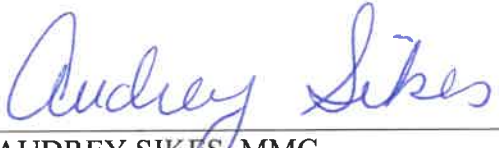
\_\_\_\_\_  
Clay Martin, City Attorney

**Record of Vote on First Reading**

|                                   | For      | Against | Absent | Abstain |
|-----------------------------------|----------|---------|--------|---------|
| Noah Walker, Mayor/Council Member | <u>✓</u> | _____   | _____  | _____   |
| Tammy Harris, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| Chevella Young, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| Ricky Jernigan, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| James Carter, Council Member      | <u>✓</u> | _____   | _____  | _____   |

**Certification**

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

  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

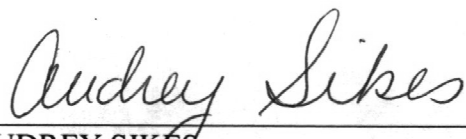
**Ordinance Number: 2026-2360**  
**Passed on second and final reading on May 4, 2026**

**Record of Vote on Second and Final Reading**

|                                   | For      | Against | Absent | Abstain |
|-----------------------------------|----------|---------|--------|---------|
| Noah Walker, Mayor/Council Member | <u>✓</u> | _____   | _____  | _____   |
| Tammy Harris, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| James Carter, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| Chevella Young, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| Ricky Jernigan, Council Member    | <u>✓</u> | _____   | _____  | _____   |

**Certification**

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

  
\_\_\_\_\_  
AUDREY SIKES  
City Clerk

# **Business Impact Estimate**

Proposed ordinance's title/reference: Ordinance 2026-2360- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 26-02T, BY THE GROWTH MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN BY ADDING OBJECTIVE VII.9 ENTITLED JOINT PLANNING AREA AND INTERLOCAL SERVICE BOUNDARY AGREEMENT TO THE INTERGOVERNMENTAL COORDINATION ELEMENT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

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

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

**File Attachments for Item:**

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

Passed on first reading on 3/16/2026

Passed on final reading on 5/4/2026

**ORDINANCE NO. 2026-2361**

**CITY OF LAKE CITY, FLORIDA**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 26-03T, BY THE GROWTH MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING POLICY I.1.2 OF THE FUTURE LAND USE ELEMENT UNDER MIXED USE BY CHANGING THE MINIMUM PERCENTAGE OF NON-RESIDENTIAL USES FROM 50 TO 15, THE MAXIMUM RESIDENTIAL USES FROM 40 TO 75, ADDING REQUIREMENTS TO THE OPEN SPACE AREAS AND BY CHANGING THE RESIDENTIAL DENSITY LIMITS FROM 10 TO 40 DWELLING UNITS BASED ON GROSS ACREAGE OF THE OVERALL RESIDENTIAL PORTION OF THE PROPOSED MIXED USE LAND USE CLASSIFICATION.; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

**WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

**WHEREAS**, an application for an amendment, as described below, has been filed with the city; and

**WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

**WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and recommended to the City Council approval of said application for an amendment, as described below; and

**WHEREAS**, the City Council held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida

Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, as described below; and

**WHEREAS**, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

**WHEREAS**, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

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

1. Pursuant to an application, CPA 26-03T, by the Growth Management Department of the City of Lake City, Florida, to amend the text of the Comprehensive Plan, Policy I.1.2 of the Future Land Use Element is hereby amended to read, as follows:

**FUTURE LAND USE ELEMENT**

Policy I.1.2     The land development regulations of the City shall be based on and be consistent with the following land use classifications and corresponding standards for densities and intensities and shall establish the following floor area ratio(s) to be applied to each classification of land use:

**AGRICULTURAL**

Agriculturally classified lands are lands which are predominately used for crop cultivation, livestock, specialty farms, silviculture and dwelling units. In addition, the processing, storage and sale of agricultural products and commodities which are not raised on the premises, riding or boarding stables, commercial kennels, veterinary clinics and animal shelters, group homes, child care centers, home occupations, private clubs and lodges, off-site signs, cemeteries and crematories, and other similar uses compatible with agricultural uses may be approved as special exceptions and be subject to an intensity of less than or equal to 1.0 floor area ratio.

Agricultural density shall be limited to less than or equal to 1 dwelling unit per 10 acres.

**CONSERVATION**

Lands classified as conservation use are lands devoted to the conservation of the unique natural functions within these lands.

Conservation uses shall be limited to public access, native vegetative community restoration, and residential and non-residential uses necessary to manage such conservation lands (i.e., ranger stations, research stations and park amenities).

#### PUBLIC

Lands classified as public consist of public buildings and grounds, other public facilities (including sewer facilities, solid waste facilities, drainage facilities and potable water facilities), public health facilities, and educational uses.

Public uses shall be limited to an intensity of less than or equal to 1.0 floor area ratio.

#### RECREATION

Lands classified as recreation use consist of areas used for user based and resource based recreation uses.

Recreation uses shall be limited to an intensity of less than or equal to 0.25 floor area ratio.

#### RESIDENTIAL

Residential use classifications provide locations for dwelling units at low, moderate medium, and high density within the city as defined within this Comprehensive Plan. Public, charter, and private elementary and middle schools are permitted within low and moderate density residential land use classifications. Public, charter, and private elementary, middle schools and high schools are permitted in medium and high density residential land use classifications. In addition, churches and other houses of worship, golf courses, country clubs, racquet and tennis clubs, cemeteries and mausoleums, private clubs and lodges, home occupations, child care centers, group homes, 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 less than or equal to 0.50 floor area ratio.

Where a lot, parcel or development is located within more than one residential density category the permitted density shall be

105 calculated separately for each portion of land within the separate  
106 density categories.

107 Residential low density shall be limited to a density  
108 of less than or equal to 2.0  
109 dwelling units per acre.

110 Residential moderate density shall be limited to a density  
111 of less than or equal to 4.0  
112 dwelling units per acre.

113 Residential medium density shall be limited to a density  
114 of less than or equal to 8.0  
115 dwelling units per acre.

116 The medium density residential use classification can also provide  
117 location for professional and business activities along arterial and  
118 collector streets in transitional areas buffering residential  
119 neighborhoods from intensive non-residential areas and such  
120 activities shall be limited to an intensity of 1.0 floor area ratio.

121 Residential high density shall be limited to a density  
122 of less than or equal to 20.0  
123 dwelling units per acre.

## 124 COMMERCIAL

125 Lands classified as commercial use consist of areas used for the  
126 sale, rental, and distribution of products or performance of  
127 services, as well as public, charter and private elementary, middle  
128 and high schools. In addition, off-site signs, churches and other  
129 houses of worship, private clubs and lodges, residential dwelling  
130 units, which existed within this category on the date of adoption  
131 of this objective, and other similar uses compatible with  
132 commercial uses may be approved as special exceptions and be  
133 subject to an intensity of less than or equal to 0.25 floor area ratio  
134 except within the (CG) Commercial, General, (CI) Commercial,  
135 Intensive, (C-CBD) Commercial-Central Business District and (CHI)  
136 Commercial, Highway Interchange districts being subject to an  
137 intensity of less than or equal to 1.0 floor area ratio.

138 (CN) Commercial, Neighborhood uses shall be limited to an  
139 intensity of less than or equal to 0.25 floor area ratio. (CG)  
140 Commercial, General, (CI) Commercial, Intensive, (C-CBD)

Commercial-Central Business District and (CHI) Commercial, Highway Interchange districts shall be limited to an intensity of less than or equal to 1.0 floor area ratio.

#### 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.

#### MIXED USE

The mixed use land use classification is appropriate in locations where central water and wastewater facilities are available or planned to be available and shall be along arterial or collector roads where adequate capacity is available to meet the impacts of the proposed development as defined in the Concurrency Management System.

The purpose of the mixed use land use classification is to allow for development of an integrated mix of uses and to provide for the expansion of the City's economic base, while providing for affordable workforce housing opportunities in close proximity to places of employment.

A mixed use land use classification shall be comprised of non-residential, residential and open space/conservation uses as follows:

| USES            | MINIMUM %               | MAXIMUM %                                                                                                 |
|-----------------|-------------------------|-----------------------------------------------------------------------------------------------------------|
| Non-Residential | <del>50</del> <u>15</u> | 85                                                                                                        |
| Residential     | 5                       | <del>40</del> <u>75</u>                                                                                   |
| Open Space      | 10                      | <u>If development is under two (2) acres, then no open space is required. The space required for open</u> |

space can be used for  
residential or non-  
residential if  
development is under  
two (2) acres.

The minimum and maximum percentages identified above shall be based on gross acreage of any proposed mixed use land use classification.

#### Non-Residential

Non-residential uses within the mixed use land use classifications may include the following; Light or Heavy Industrial, General Commercial, Office, Public Facilities or Infrastructure. Within the non-residential component of the Mixed Use land use classification, a minimum of fifty percent shall be industrial. Non-residential uses shall be limited to an intensity of no more than 1.0 floor area ratio.

#### Residential

Housing options may include single family detached and attached units to multi-family units. Residential density shall not exceed ~~ten~~ forty (40) dwelling units per acre based on gross acreage of the overall residential portion of the proposed mixed use land use classification. The clustering of residential units and housing types is permitted and desired in order to maximize open space and to make efficient use of infrastructure as long as the overall gross density of ~~ten~~ forty (40) dwelling units per acre is not exceeded.

#### Open Space

Open space may include wetlands, upland buffers, passive recreational or landscape areas or linear open space, which may include such features as walkways, bike paths, plazas or other similar amenities. At least ten percent of the required open space shall be uplands. One-half of the required upland open space shall be useable for residents and employees of said development.

#### Development Standards

- 
- 211 Central potable water and wastewater utilities can be provided  
212 by a public or private entity. Should central potable water and  
213 wastewater utilities not be available to the site at the time of a  
214 development permit being issued, then the development shall be  
215 limited to densities that prevent degradation of groundwater  
216 quality, as follows;
- 217 1. Non-residential uses are limited to those as specifically  
218 listed as principal uses and structures within the Commercial  
219 General and Industrial, Light and Warehousing zoning districts as  
220 defined within the Land Development Regulations;
- 221 2. Residential density does not exceed an overall gross density  
222 of two dwelling units per acre; and
- 223 3. The disposal of industrial, hazardous or toxic waste into  
224 septic tanks is prohibited in accordance with Chapter 381, Florida  
225 Statutes, as amended.
- 226 Where the installation, use and proper maintenance of  
227 technologically advanced wastewater treatment or septic  
228 systems are shown to be effective in maintaining groundwater  
229 quality, higher intensities and densities may be permitted.
- 230 The mixed use land use classification shall not be allowed in areas  
231 identified as environmentally sensitive area.
- 232 All development shall have access to paved roads. All internal  
233 roads shall be paved to City standards. Primary ingress/egress  
234 from the development area to external roadways shall be  
235 required to be improved in accordance to City standards, and  
236 centralized in order to minimize the number of access points to  
237 external roadways.
- 238 Residential and non-residential portions of the development shall  
239 be linked internal to the development by streets, sidewalks, and  
240 in some cases by separate systems of pedestrian, bike and/or golf  
241 cart paths.
- 242 All development shall comply with all other applicable  
243 requirements of this Comprehensive Plan and the Land  
244 Development Regulations.
- 245 2. Severability. It is the declared intent of the City Council that, if any section, sentence, clause,  
246 phrase, or provision of this ordinance is for any reason held or declared to be

unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

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

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

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

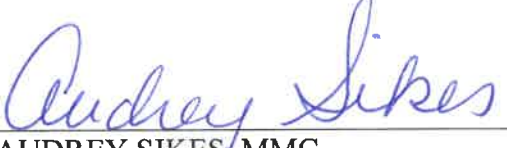
\_\_\_\_\_  
Clay Martin, City Attorney

**Record of Vote on First Reading**

|                                   | For      | Against | Absent | Abstain |
|-----------------------------------|----------|---------|--------|---------|
| Noah Walker, Mayor/Council Member | <u>✓</u> | _____   | _____  | _____   |
| Tammy Harris, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| Chevella Young, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| Ricky Jernigan, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| James Carter, Council Member      | <u>✓</u> | _____   | _____  | _____   |

**Certification**

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

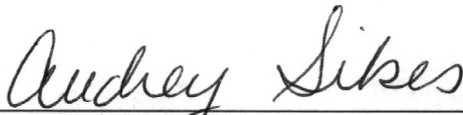
  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

**Record of Vote on Second and Final Reading**

|                                   | For      | Against | Absent | Abstain |
|-----------------------------------|----------|---------|--------|---------|
| Noah Walker, Mayor/Council Member | <u>✓</u> | _____   | _____  | _____   |
| Tammy Harris, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| James Carter, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| Chevella Young, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| Ricky Jernigan, Council Member    | <u>✓</u> | _____   | _____  | _____   |

**Certification**

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

  
\_\_\_\_\_  
AUDREY SIKES  
City Clerk

# **Business Impact Estimate**

Proposed ordinance's title/reference: Ordinance 2026-2361- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 26-03T, BY THE GROWTH MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING POLICY I.1.2 OF THE FUTURE LAND USE ELEMENT UNDER MIXED USE BY CHANGING THE MINIMUM PERCENTAGE OF NON-RESIDENTIAL USES FROM 50 TO 15, THE MAXIMUM RESIDENTIAL USES FROM 40 TO 75, ADDING REQUIREMENTS TO THE OPEN SPACE AREAS AND BY CHANGING THE RESIDENTIAL DENSITY LIMITS FROM 10 TO 40 DWELLING UNITS BASED ON GROSS ACREAGE OF THE OVERALL RESIDENTIAL PORTION OF THE PROPOSED MIXED USE LAND USE CLASSIFICATION.; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

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

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

**File Attachments for Item:**

7. City Council Ordinance No. 2026-2383 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-05, submitted by Ajay U. Mhatre, Anjali U. Mhatre, Shipla U. Mhatre, Umesh M. Mhatre, Anita Mhatre Mihalcik, and the Mhatre Irrevocable Family Trust dated December 27, 1990, 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 in the Interlocal Service Boundary Agreement at the corner of Highway 47 and County Road 242)

# ORDINANCE 2026-2383

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ANX 26-05

# Introduction



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- Applicant has requested to annex parcel 08895-000 into the City.
- This parcel is located at the corner of Hwy 47 and County Road 242.

# Location

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## Staff Comments

- Staff has confirmed that this does not create an enclave, pocket or finger in a serpentine pattern.
- Staff has confirmed that this property is not contiguous to City property but is located within a Joint Planning Area.

## Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2383.

# QUESTIONS

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## ORDINANCE NO. 2026-2383

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**  
2           **PETITION NO. ANX 26-05, SUBMITTED BY AJAY U. MHATRE, ANJALI U.**  
3           **MHATRE, SHILPA U. MHATRE, UMESH M. MHATRE, ANITA MHATRE**  
4           **MIHALCIK AND THE MHATRE IRREVOCABLE FAMILY TRUST DATED**  
5           **DECEMBER 27, 1990, RELATING TO VOLUNTARY ANNEXATION;**  
6           **ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY,**  
7           **FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES**  
8           **OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF**  
9           **FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL**  
10           **ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

11   **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
12 of Lake City, Florida, (the "City Council"), to annex real property into the corporate boundaries of  
13 the City of Lake City, Florida, (the "City"); and

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

18   **WHEREAS**, the Interlocal Service Boundary Agreement (the "ISBA") between the Board of County  
19 Commissioners of Columbia County, Florida, (the "County"), adopted by Columbia County  
20 Ordinance No. 2025-23 and the City, adopted by City of Lake City Ordinance No. 2026-2345  
21 permits property not contiguous to the boundaries of the City to be annexed into the City; and

22   **WHEREAS**, Ajay U. Mhatre, Anjali U. Mhatre, Shilpa U. Mhatre, Umesh M. Mhatre, Anita Mhatre  
23 Mihalcik and the Mhatre Irrevocable Family Trust (dated December 27, 1990), the owners of  
24 certain real property more particularly described herein below (the "Real Property"), has  
25 petitioned that the same be voluntarily annexed and incorporated into the boundaries of the  
26 City; now therefore

27   **BE IT ORDAINED** by the People of the City of Lake City, Florida, as follows:

- 28   1. Pursuant to a petition, ANX 26-05, by Ajay U. Mhatre, Anjali U. Mhatre, Shilpa U. Mhatre,  
29   Umesh M. Mhatre, Anita Mhatre Mihalcik and the Mhatre Irrevocable Family Trust (dated  
30   December 27, 1990), the owner of Real Property, said Real Property being depicted on

Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, and is reasonably compact, has petitioned the City to have said Real Property annexed into the City.

**A parcel of land lying in Section 30, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 30; thence North 00° 20'13" West, along the West line of said Section 30, a distance of 927.70 feet; thence North 88° 42'51" East 529.46 feet to the Southwesterly right-of-way line of County Road 242; thence South 84° 53'48" East, along the Southwesterly right-of-way line of said County Road 242, a distance of 304.57 feet to the intersection of the Northwesterly right-of-way line of State Road 47; thence South 25° 21'21" West, along the Northwesterly right-of-way line of said State Road 47, a distance of 815.60 feet to the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 30; thence South 89° 40'22" West, along the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 30, a distance of 404.10 feet to the Point of Beginning.**

**Containing 12.73 acres, more or less.**

**Said parcel being commonly identified by the Columbia County Property Appraiser on the 2026 rolls as parcel number 30-4S-17-08895-000.**

2. The City Council finds the petition bears the signatures of all owners of said Real Property in the area proposed to be annexed.
3. The City Council finds said Real Property meets the criteria established by Chapter 171, Florida Statutes, as amended, and said ISBA between the County, and the City, and should be annexed to the boundaries of the City.
4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part of the City.
5. The boundaries of the City are hereby redefined to include said Real Property.
6. Annexation. Said Real Property shall continue to be classified as follows: GENERAL COMMERCIAL, under the land use classifications as designated on the Future Land Use Plan Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, INTENSIVE (CI) under the zoning districts as designated on the Official Zoning Atlas of the Columbia County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

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- 64 7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby  
65 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject  
66 to all general and special assessments.
- 67 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,  
68 within the area, described in Section 1 above, upon the effective date of this Ordinance  
69 under a valid license or permit issued by the County and all other necessary state or federal  
70 regulatory agencies, may continue such occupation, business, trade or profession within the  
71 entire boundaries of the City, as herein defined, upon securing a valid occupational license  
72 from the City, which shall be issued upon payment of the appropriate fee, without the  
73 necessity of taking or passing any additional examination or test which otherwise is required  
74 relating to the qualification of such occupations, businesses, trades or professions.
- 75 9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of  
76 this ordinance, a certified copy of this ordinance with the following:
- 77 a) Florida Department of State, Tallahassee, Florida;  
78 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;  
79 c) Clerk of the Circuit Court of Columbia County, Florida;  
80 d) Chief Administrative Officer of Columbia County, Florida;  
81 e) Property Appraiser of Columbia County, Florida;  
82 f) Tax Collector of Columbia County, Florida; and  
83 g) All public utilities authorized to conduct business within the city.
- 84 10. Severability. It is the declared intent of the City Council that if any section, sentence, clause,  
85 phrase, or provision of this ordinance is for any reason held or declared to be  
86 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such  
87 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this  
88 ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall  
89 be deemed to be valid.
- 90 11. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to  
91 the extent of such conflict.
- 92 12. Effective Date. This ordinance shall be effective on the date of final adoption by the City  
93 Council.

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**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 6th of August 2026 and 13th of August 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

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Noah E. Walker, Mayor

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

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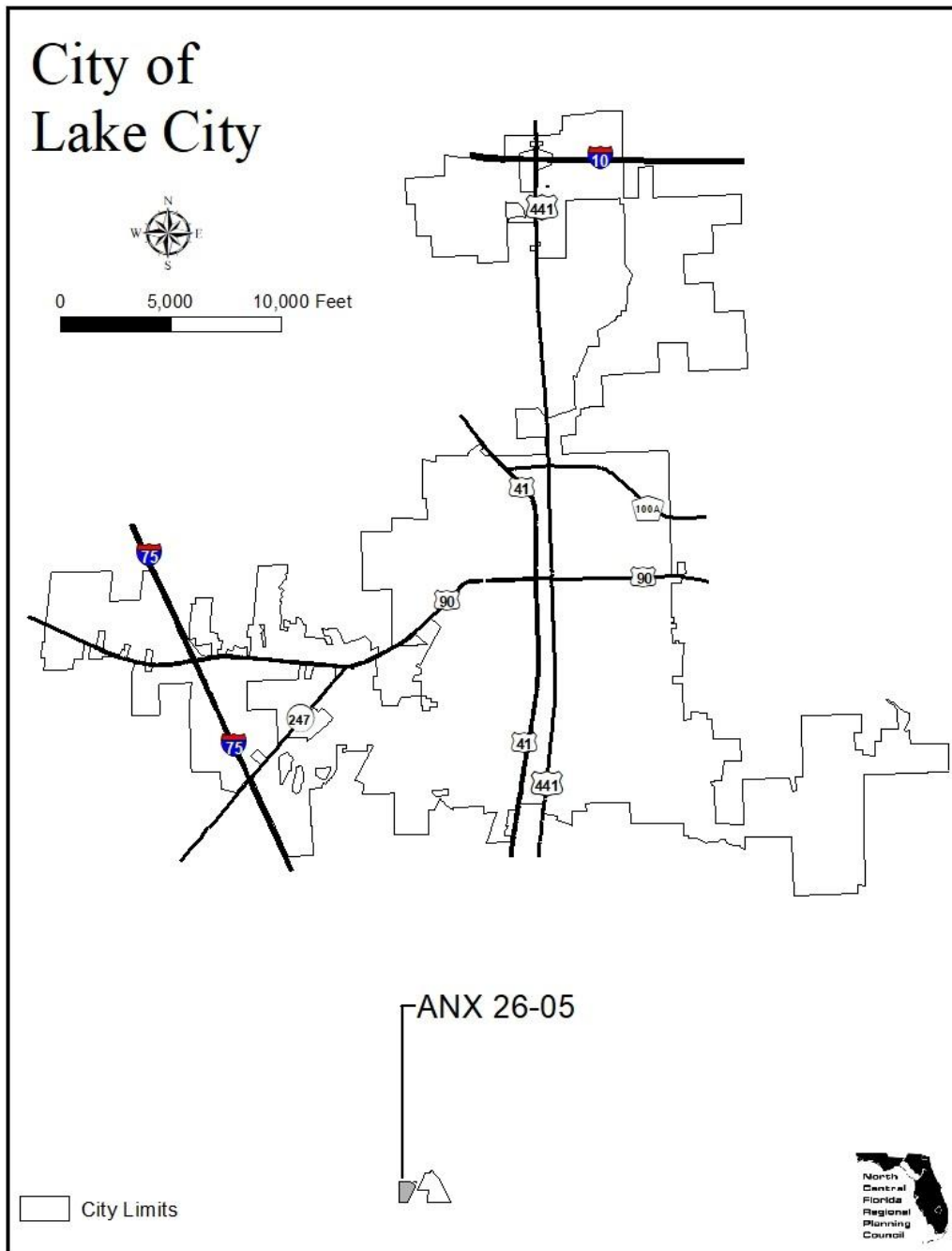
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## Schedule A: Location Map



**Record of Vote on First Reading**

|                                   | For      | Against | Absent | Abstain |
|-----------------------------------|----------|---------|--------|---------|
| Noah Walker, Mayor/Council Member | <u>✓</u> | _____   | _____  | _____   |
| Tammy Harris, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| Chevella Young, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| Ricky Jernigan, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| James Carter, Council Member      | <u>✓</u> | _____   | _____  | _____   |

**Certification**

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

  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

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

Proposed ordinance's title/reference: **ORDINANCE 2026-2383**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-05, SUBMITTED BY AJAY U. MHATRE, ANJALI U. MHATRE, SHILPA U. MHATRE, UMESH M. MHATRE, ANITA MHATRE MIHALCIK AND THE MHATRE IRREVOCABLE FAMILY TRUST DATED DECEMBER 27, 1990, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

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

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-05, SUBMITTED BY AJAY U. MHATRE, ANJALI U. MHATRE, SHILPA U. MHATRE, UMESH M. MHATRE, ANITA MHATRE MIHALCIK AND THE MHATRE IRREVOCABLE FAMILY TRUST DATED DECEMBER 27, 1990, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

**No estimated direct impact of the proposed ordinance on private, for profit businesses in the City.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

**Zero**

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

**The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).**

**File Attachments for Item:**

8. City Council Resolution No. 2026-091 - A resolution of the City of Lake City, Florida, appointing Tanya Johnson to serve through the end of the current term in seat "1-B" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2030; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2026-091**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPOINTING TANYA JOHNSON TO SERVE THROUGH THE END OF THE CURRENT TERM IN SEAT “1-B” ON THE CITY’S PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, AND HISTORIC PRESERVATION AGENCY BOARD; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE EXPIRATION OF SAID TERM ON OCTOBER 31, 2030; DIRECTING THE CITY CLERK TO REFLECT SAID APPOINTMENT AND EXPIRATION OF TERM IN SUCH RECORDS OF THE CITY AS ARE NECESSARY AND PRUDENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CLERK REFLECTING SUCH APPOINTMENT AND EXPIRATION OF TERM IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article Three of the Land Development Regulations (the “LDRs”) of the City of Lake City (“City”) creates, establishes, and defines the terms of office of the City Planning and Zoning Board (the “PZB”), and the City Board of Adjustment (the “BoA”); and

WHEREAS, Article Ten of the LDRs creates, establishes, and defines the terms of office of the City Historic Preservation Agency (the “HPA”) board (collectively the PZB, BoA, and HPA are hereinafter referenced as the “Boards”); and

WHEREAS, the City Council is imbued with the authority to appoint members of the Boards; and

WHEREAS, the LDRs provide the Boards shall be comprised of seven members; and

WHEREAS, the LDRs further provide the Boards may be comprised of the same individuals; and

WHEREAS, the City Council desires to re-appoint Tanya Johnson to the Boards; and

WHEREAS, re-appointing the foregoing individual to the Boards is in the public interest and

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in the interests of the City;

WHEREAS, the City Clerk is the officer of the City imbued with, among other things, the responsibility to maintain the official records of the City; and

WHEREAS, it is important that the names of individuals appointed to the Boards, the terms of office thereof, and the expiration of the appointments to said office be maintained in the records of the City by the City Clerk; and

WHEREAS, the City Council desires that the re-appointment of Tanya Johnson to the Boards be memorialized in the records of the City by the City Clerk;

WHEREAS, upon the appointment of Tanya Johnson to the Boards, the composition of the Boards will be as represented on the Exhibit attached hereto; now therefore

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

1. Appointing Tanya Johnson to the Boards is in the public or community interest and for public welfare; and
2. In furtherance thereof, the following individual is appointed to the corresponding seat on the Boards for the corresponding terms and dates:

|               |            |                                                                           |
|---------------|------------|---------------------------------------------------------------------------|
| Tanya Johnson | Seat "1-B" | Term commencing on November 1,<br>2026 and ending on October 31,<br>2030. |
|---------------|------------|---------------------------------------------------------------------------|

3. Those appointed hereby are directed to fulfill the purposes and duties of the Boards and members of the Boards as set forth in the LDRs.
4. The City Clerk is directed to reflect the appointment set forth herein for and through the period set forth herein in the official records of the City.
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the

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City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_\_ day of August, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**Board Composition**  
as of  
**August 18, 2026**  
**(Planning & Zoning Board)**  
**(Board of Adjustment)**  
**(Historic Preservation Agency)**

| <b>Seat Designation</b> | <b>Name of Appointee</b> | <b>Term and Expiration</b>              | <b>Resolution #</b> |
|-------------------------|--------------------------|-----------------------------------------|---------------------|
| 1-A                     | Brenda Douglass          | Four (4) years through October 31, 2026 | 2024-048            |
| 1-B                     | Tanya Johnson            | Four (4) years through October 31, 2030 | 2026-091            |
| 2-C                     | Christopher Lydick       | Four (4) years through October 31, 2029 | 2025-136            |
| 2-D                     | Schara Wilson            | Two (2) years through October 31, 2027  | 2024-049            |
| 3-E                     | Daniel Carlucci          | Four (4) years through October 31, 2028 | 2025-005            |
| 3-F                     | Kendria Jones            | Four (4) years through October 31, 2028 | 2026-024            |
| 3-G                     | Mary McKellum            | Four (4) years through October 31, 2028 | 2025-024            |

**Exhibit to**  
**Resolution 2026-091**



RETURN THE COMPLETED FORM TO:

Audrey Sikes, City Clerk, City of Lake City  
205 N. Marion Avenue, Lake City FL 32055  
Telephone: 386-719-5756  
Email: clerk@lcfla.com

## BOARD APPLICATION

Name: Tanya B. Johnson Email: TJohnson2013@gmail.com  
Home Address: 508 NE Davis  
City/State/Zip: Lakeland, FL 32025  
Home Phone: 386-628-7689 Cell: 386-628-7689  
Current Employer: Columbia County School  
Position/Title: Educator Business Phone: 386-755-8000

Are you a resident of the City of Lake City? Yes ( ☒ ) No ( ☐ )

Do you currently hold public office? Yes ( ☐ ) No ( ☒ )

Do you currently serve on a City Board? Yes ( ☒ ) No ( ☐ )

If yes, which Board: Zoning & Planning Tenure on Board? 2 years

If you have been convicted of a felony, have you been granted clemency or pardoned?  
Yes ( ☐ ) No ( ☒ ) Not applicable ( ☐ )

List and describe all organization affiliations and positions you have held that would be applicable to your service as a board member. Please feel free to attach an extra sheet or resume.

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

- ( ☐ ) Board of Trustees – General City Employees Retirement Plan
- ( ☐ ) Board of Trustees – Lake City Municipal Police Officers Retirement Plan
- ( ☐ ) Board of Trustees – Municipal Firefighters Pension Trust Fund
- ( ☒ ) Planning and Zoning Board/Board of Adjustment/Historic Preservation Agency
- ( ☐ ) Charter Review Board

**NOTE: The City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions. All Boards are subject to FS 286. Persons appointed to certain boards must file a Financial Disclosure Form with the Florida Commission on Ethics within 60 days of appointment and Annual Statements of Financial Interest which are due by July 1 of each calendar year.**

I certify that the statements I have made on this application are true, complete and accurate to the best of my knowledge.

Tanya B. Johnson  
Signature

7/16/2026  
Date

**File Attachments for Item:**

9. City Council Resolution No. 2026-092 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Suwannee Valley Community Coordinated Child Care, Inc., a Florida not for profit corporation, for lease of the real property formerly known as Five Points Elementary School; 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.

Note: Lease Agreement is forthcoming

## **RESOLUTION NO 2026 - 092**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR LEASE OF THE REAL PROPERTY FORMERLY KNOWN AS FIVE POINTS ELEMENTARY SCHOOL; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") acquired certain real property from the Columbia County School Board, formerly known as Five Points Elementary School (the "Campus") more particularly described in that certain Special Warranty Deed dated May 15, 2026 and recorded on May 20, 2026 Official Record Book 1568, Page 2230, Public Records of Columbia County, Florida; and

WHEREAS, Suwannee Valley Community Coordinated Child Care, Inc., a Florida not for profit corporation (the "Lessee") desires to lease certain facilities on and portions of the Campus; and

WHEREAS, the Lessee and the City desire to enter into that certain contract to lease the Campus to the Lessee by adopting the terms of the proposed contract with Lessee in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, leasing the Campus to the Lessee 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. Leasing the Campus to the Lessee by the terms 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

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City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final 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 August, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## **Lease Negotiations are Ongoing**

**A Lease Will Be Provided As An Exhibit To This  
Resolution Once Finalized By The City And Suwannee  
Valley 4Cs**

**File Attachments for Item:**

10. City Council Resolution No. 2026-093 - A resolution of the City of Lake City, Florida, accepting that certain County deed from the Board of County Commissioners of Columbia County, Florida conveying to the City certain lands generally located at 854 SE Monroe Street, Lake City, Florida, as more particularly described in the County deed attached hereto; making certain findings of fact in support of the City accepting said County deed; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2026 - 093**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING THAT CERTAIN COUNTY DEED FROM THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA CONVEYING TO THE CITY CERTAIN LANDS GENERALLY LOCATED AT 854 SE MONROE STREET, LAKE CITY, FLORIDA AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED ATTACHED HERETO; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SAID COUNTY DEED; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Columbia County, Florida (the “County”) does hold title to certain lands generally located at 854 SE Monroe Street, Lake City, Florida and identified on the 2025 Columbia County Property Appraiser records as parcel number 33-3S-17-13003-000 (the “Property”); and

**WHEREAS**, the County does desire to convey the Property to the City pursuant to the form of the County Deed (the “Deed”) attached as an exhibit hereto; and

**WHEREAS**, the City does desire to accept the conveyance of the Property from the County upon delivery of the Deed by the County to the City; and

**WHEREAS**, accepting conveyance of the Property from the County via delivery of the Deed 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 conveyance of the Property from the County via delivery of the Deed is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Deed in the form of the exhibit attached hereto will be accepted by the City Council of the City of Lake City upon delivery by the County; and
3. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
4. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

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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 August, 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:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

PREPARED BY AND RETURN TO:  
**JOEL F. FOREMAN**  
P.O. BOX 550  
Lake City, Florida 32056

Parcel ID No.        33-3S-17-13003-000

**COUNTY DEED**

**THIS DEED** is made and given this \_\_\_\_ day of July 2026 by **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1529, Lake City, FL 32056, hereinafter referred to as “Grantor”, to **THE CITY OF LAKE CITY, FLORIDA**, a Florida municipality, whose mailing address is 205 N. Marion Ave. Lake City, FL 32055, hereinafter called “Grantee”.

**WITNESSETH**, that the said Grantor pursuant to the County’s powers under sections 125.35 and 125.411, Florida Statutes; the Home Rule Charter for Columbia County, Florida; the vote of the Board of County Commissioners to surplus real property in regular session on August 1, 2024; and the Board of County Commissioner’s vote to donate the lands set forth herein to the Grantee, does hereby grant to the said Grantee, forever, the described land and improvements lying and being in Columbia County, Florida, described as:

**Begin at the NE Corner of the property of Mrs. Ruby Phillips Duckworth shown in Deed Book 25, at Page 662, and run thence North 100 feet for a POINT OF BEGINNING, thence West 165 feet; thence North 100 feet, thence East 165 feet, thence South 100 feet to the POINT OF BEGINNING.**

**LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:**

**Begin at the NE Corner of the property of Mrs. Ruby Phillips Duckworth, as shown in Deed Book 25, at Page 662, and run thence North 100 feet for a POINT OF BEGINNING; thence West 60 feet; thence North 100 feet; thence East 60 feet; thence South 100 feet to the POINT OF BEGINNING. The same lying and being in the SW ¼ of NW ¼ of Section 33, Township 3 South, Range 17 East, lying and being in the City of Lake City, Florida.**

**IN WITNESS WHEREOF** the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

**COLUMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

BY: \_\_\_\_\_ (SEAL)  
**TIM MURPHY**, Chair

**ATTEST:**

BY: \_\_\_\_\_  
**JAMES M. SWISHER, JR.**, Clerk