CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

April 20, 2026 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 4/17/2026: Item #10 changed to Non Quasi-Judicial Hearing; updated price sheet for Item #9; documents added to Items #11 and 13

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.

*Note - the 5:00 PM Council Workshop - New Community Redevelopment Agency Plan Presentation was canceled due to a conflict with the vendor's schedule.

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

1. Recognize Recipients of Awards at Annual Employee Luncheon:

   Employee of the Year - Police Detective Richard Poteat

Supervisor of the Year - Fire Chief Josh Wehinger

Achievement - Keith Richardson, Natural Gas Supervisor

Dedication - Luther Milton, Crew Leader, Public Works

2. National Student Leadership Week - April 24-30, 2026

Public Participation - Persons Wishing to Address Council

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

Approval of Consent Agenda

3. Minutes - February 17, 2026 Regular Session

4. Minutes - April 6, 2026 Council Workshop

5. City Council Resolution No. 2026-044 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for administration of Federal Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

6. City Council Resolution No. 2026-047 - A resolution of the City of Lake City, Florida, approving that certain interagency agreement between the City of Lake City and the United States Department of Veterans Affairs Police, Lake City District concerning criminal justice information exchange and computer usage; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Chief of Police of the Lake City Police Department to join the Mayor in executing said agreement; repealing all prior resolutions in conflict; and providing an effective date.

7. City Council Resolution No. 2026-048 - A resolution of the City of Lake City, Florida, approving an amendment extending that certain annual aviation fuel agreement between the City and Eastern Aviation Fuels, Inc., a North Carolina Corporation DBA Titan Aviation Fuels; making certain findings of fact in support of the City approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute

and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

8. City Council Resolution No. 2026-050 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 009-2026 for the installation of directional boring under SR-247 and SW Leisure Drive awarding said bid to Badger Drilling, LLC, a Florida Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

9. City Parks Improvement Plan

   Video for park presentation. https://youtu.be/CLn12B6Nzyk

Quasi-Judicial Hearings - None

Old Business

Open Public Hearing

10. City Council Ordinance No. 2026-2367 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-03, submitted by Elizabeth Steely, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Located on Northwest Turner Avenue)

Passed on first reading on 4/6/2026

Close Public Hearing

Adopt City Council Ordinance No. 2026-2367 on final reading

New Business

Ordinances

Council Discussion and Possible First Reading

11. City Council Ordinance No. 2026-2369 - An ordinance of the City of Lake City, Florida; amending City Code Chapter 86 - Streets, Sidewalks, and Other Public

Places, Article I - In General, adding a new Section 86-2 entitled "Recreational Street Closings Authorized" for the purpose of authorizing the City Manager to temporarily close streets to motor vehicle traffic to facilitate neighborhood recreational opportunities; providing for codification; providing for severability; providing for conflicts; and providing an effective date.

Resolutions

Open Public Hearing

12. City Council Resolution No. 2026-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to participate in the Florida Brownfields Redevelopment Program provided for in and authorized by the "Brownfields Redevelopment Act" created under the provisions of Sections 376.77-376.85 Florida Statutes, as amended; designating certain lands within the City located at 2932 N US Highway 441, Lake City, Florida, and identified as Property Appraiser's parcel number 17-3S-17-05000-003, as a Brownfield area for the purpose of environmental remediation, rehabilitation and economic development as provided for in the act; providing for notification to the Department of Environmental Protection of the City's decision to designate a Brownfield area for rehabilitation; providing for an effective date.

Close Public Hearing

Adopt City Council Resolution No. 2026-036 on second and final reading

13. City Council Resolution No. 2026-043 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the Columbia County Board of County Commissioners for the acquisition of the Waste Water Treatment Plant generally identified as the North Florida Mega Industrial Park Waste Water Treatment Plant; 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.

14. City Council Resolution No. 2026-038 - A resolution of the City of Lake City, Florida, approving that certain Memorandum of Understanding between the City of Lake City and the School Board of Columbia County; making certain findings of fact in support of the City approving said Memorandum of Understanding; recognizing the authority of the Mayor to execute and bind the City to said Memorandum of Understanding; directing the Mayor to execute and bind the City to said Memorandum of Understanding; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

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

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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:

2. National Student Leadership Week - April 24-30, 2026

Proclamation

NATIONAL STUDENT LEADERSHIP WEEK

APRIL 24-30, 2026

WHEREAS, *the annual celebration of National Student Leadership Week began on a national level in 1972 by Presidential Proclamation; and*

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

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

WHEREAS, *we believe students have earned their right to be recognized for the entire week of April 24-30, 2026.*

NOW, THEREFORE, *I, Noah Walker, Mayor of the City of Lake City, Florida, do hereby proclaim the week of April 24-30, 2026 as* ***"National Student Leadership Week"*** *joining the "Celebration of Youth Leaders" sponsored by Our Community Cares Coalition-Columbia County and community partners and encourage citizens, businesses, organizations, and government agencies to join in acknowledging the success of Youth Leadership throughout the community.*

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 20th day of April 2026.

Noah Walker, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

File Attachments for Item:

3. Minutes - February 17, 2026 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 17, 2026, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Tammy Harris

ROLL CALL

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
City Clerk	Audrey Sikes

APPROVAL OF AGENDA

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

PROCLAMATIONS

1. Proclamation - Judge Leandra Johnson

   Mayor Walker presented Judge Johnson with a proclamation commemorating her career and retirement.

2. 250th Project Presentation - Students from Columbia County School System (Lisa Lee)

   Community Programs Director Terri Phillips provided members with a summary of events that Lake City will be doing to honor the Nation's 250th anniversary.

   Students Eavalina Miller and Brooklyn Sapperstein gave a brief presentation on the Nation's 250th anniversary and distributed wind socks they made to members.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Osvaldo Lopez

APPROVAL OF CONSENT AGENDA

3. City Council Resolution No. 2026-004 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Target Corporation, a Minnesota Corporation, for the use of facility and land suitable to accommodate fire fighter training; 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.

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

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

NEW BUSINESS

Ordinances

4. City Council Ordinance No. 2026-2346 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-02, by the Growth Management Department of Lake City, Florida; providing for amending Section 2.1 entitled Definitions, General by adding a definition for Administrative Approval Process and Development Review Staff; providing for amending Article 3 entitled Administrative Mechanisms by adding Section 3.3 entitled Administrative Approval; providing for amending Section 13.11 entitled Site and Development Plan Approval by adding Section 13.11.5 entitled Minor Site and Development Plan Approval; providing severability; repealing all ordinances in conflict; providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2026-2346 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

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

5. City Council Ordinance No. 2026-2355 (first reading) - An ordinance of the City of Lake City, Florida, changing the name of that certain public road in the City of Lake City presently identified as Northwest Ivory Terrace situated between Northwest Wilson Street and Northwest Long Street; changing and designating the name of said segment of Northwest Ivory Terrace henceforth to Northwest Bettye Lane Terrace within the City of Lake City; providing for conflicts; providing for severability; providing an effective date. **Ms. Harris made a motion to**

approve City Council Ordinance No. 2026-2355 on first reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

6. City Council Ordinance No. 2026-2356 (first reading) - An ordinance of the City of Lake City, Florida, changing the name of that certain public road in the City of Lake City presently identified as Northwest Campbell Terrace situated between Northwest Wilson Street and Northwest Long Street; changing and designating the name of said segment of Northwest Campbell Terrace henceforth to Northwest Foreman Terrace within the City of Lake City, Florida; providing for conflicts; providing for severability; providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2026-2356 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

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

Resolutions

7. City Council Resolution No. 2026-011 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 003-2026 for repairs to the City Hall Facade; accepting the bid from Innovative Masonry Restoration, LLC., a Minnesota Limited Liability Company; approving the agreement between the City and 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. **Mr. Carter made a motion to approve City Council Resolution No. 2026-011. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

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

8. City Council Resolution No. 2026-019 - A resolution of the City of Lake City, Florida, approving that certain Mutual General Release between the City and Paul Dyal; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said

agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-019. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

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

9. City Council Resolution No. 2026-020 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and Metropolitan Systems, Inc., a Florida corporation and Kiwanis Club of Lake City, Florida, Inc., a Florida not for profit corporation, for placement, maintenance of, and advertising on public benches within the City; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-020. Ms. Harris seconded the motion.**

Council Member Jernigan raised a concern with Council Member Carter serving as president of the Kiwanis Club of Lake City.

City Attorney Martin confirmed reaching out to the Florida Commission on Ethics, and reported there was no conflict of interest for Council Member Carter to vote on this matter.

Mayor Walker confirmed this resolution was for a six-month extension so the City could go out for bid.

A roll call vote was taken and the motion carried.

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

10. City Council Resolution No. 2026-024 - A resolution of the City of Lake City, Florida, appointing Kendria Jones to serve in Seat "3-F" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; 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.

Council Member Jernigan inquired as to whether Ms. Jones was in attendance.

Council Member Carter requested staff reach out to Ms. Jones to confirm attendance for the next meeting.

Mr. Carter made a motion to table City Council Resolution No. 2026-024 to the next meeting. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

11. City Council Resolution No. 2026-027 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number sixteen (16) pursuant to the continuing contract with Jones Edmunds and Associates, Inc, a Florida Corporation, to provide professional engineering services; providing for a cost not to exceed $66,680; making certain findings of fact in support of the City approving said Task Assignment; recognizing the authority of the Mayor to execute and bind the City to said Task Assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Assignment provided such changes do not increase the quoted price in the Task Assignment; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-027. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

Other Items

12. Discussion and Possible Action: Funding for Love Fest (Council Member Tammy Harris)

Council Member Harris proposed a joint event with the Columbia County Board of County Commissioners and went over activities that would be held. She announced the event would be held August 1, 2026, and requested $10,000.00 to $15,000.00 from the City to cover food, activities, and entertainment. Members discussed at length, the date of the event, staff involvement, and funding. Ms. Young suggested providing an itemized breakdown of the event. The consensus was to move forward with the event.

COMMENTS BY:

City Manager Don Rosenthal – Mr. Rosenthal requested approval to begin the process on accepting 1100 acres that the Suwannee River Water Management District is conveying to the City. Members concurred by general consent to move forward with this item.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young suggested to City Manager Rosenthal and Assistant City Manager Johnson to speak with members around budget time and confirm whether they have any events included they would like.

Council Member Ricky Jernigan – Mr. Jernigan highlighted local businesses Brittany's Cupcake Shoppe and Ed & Barbs Cream Donuts; inquired into the drainage issue on Evergreen and asked staff to look into the issue; inquired as to who is paying for a new sign for the neighborhood of Forest Hills.

Council Member James Carter – Mr. Carter congratulated the Lake City Garden Club on their annual scrabble event and reported the funds raised were used to help fund plants in the downtown area.

Council Member Tammy Harris – Ms. Harris reported requesting the discussion items of City Hall and a Housing Authority be placed on this agenda. Members discussed at length the process of adding items to an agenda. Ms. Harris requested for Attorney Martin to place n her box, by tomorrow afternoon, how she would go about suspending someone without pay.

Mayor Noah Walker – Mayor Walker announced coffee with the chief would be held Saturday, February 28th at 9:00 AM at the First Methodist Church of Lake City on South Marion; congratulated the Lake City Garden Club on their scrabble tournament fundraiser; and suggested the City consider a decrease in ad valorem taxes.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 7:54 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

File Attachments for Item:

4. Minutes - April 6, 2026 Council Workshop

MINUTES
CITY OF LAKE CITY
City Council Workshop
April 06, 2026
6:00 PM at City Hall

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.

Call to Order

Pledge

Invocation - Mayor Noah Walker

Roll Call

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
City Clerk	Audrey Sikes

Presentation

1. Mobility Fees

Planning Technician, Robert Angelo, opened the workshop and introduced Lauren Rushing, Transportation Planner, NUE Urban Concepts.

This workshop focused on a proposed Mobility Plan and Mobility Fee for the City of Lake City. Staff also requested direction from members before drafting a final ordinance for adoption.

The Mobility Plan would focus on a 24-year transportation vision that would cover the entire City and would include: road improvements and new connections, trails and greenways, intersection upgrades, downtown walkability and redevelopment support, with some projects extending outside City Limits, to ensure a connected system and a total estimated cost of $500 million. A cost breakdown shows $369 million would be expected from State and County sources with the City being responsible for $137 million.

The Mobility Fee would include a one-time fee on new development only that would be paid at the time of requesting a building permit. An important point discussed was that there

would be no tax on current residents, and would be applied to new homes, new businesses, and expansions that would increase impact. Existing properties would be grandfathered in, and fees must be spent within seven years or they would be refunded. This fee shifts infrastructure costs to new development, not current residents.

City Attorney Martin will work through verbiage in an ordinance, on waiving fees, and final policy details.

Adjournment

Having no further business, Mayor Walker adjourned the meeting at 5:40 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

File Attachments for Item:

5. City Council Resolution No. 2026-044 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for administration of Federal Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
04/01/2026

RESOLUTION NO 2026 - 044

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR ADMINISTRATION OF FEDERAL GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE 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 (the "City") pursuant to Section 380.093, Florida Statutes may complete a Vulnerability Assessment and Adaptation Plan (the "Project")

WHEREAS, the State of Florida Department of Environmental Protection (the "FDEP") administers certain federal grant funds the City may access to assist with the Project; and

WHEREAS, the FDEP has awarded the City certain grant funds (the "Grant Funds") identified as Agreement No. 26PLN30 ; and

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

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

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

1. Approving the Agreement to accept the Grant Funds is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and

5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of April, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Lake City Vulnerability Assessment and Adaptation Plan
Agreement Number: 26PLN30

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Lake City
Entity Type: Local Government

Grantee Address: 205 N Marion Avenue Lake City, Florida 32055
FEID: 59-6000352
(Grantee)

3. Agreement Begin Date: 7/1/2025
Date of Expiration: 6/30/2028

4. Project Number: *(If different from Agreement Number)*
Project Location(s): Columbia County, Florida

Project Description: The City of Lake City will complete a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as effective July 1, 2024. The Project will develop an Adaptation Plan and contribute to the Local Mitigation Strategy. The Project will also include public outreach and stakeholder engagement.

5. Total Amount of Funding: $300,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 25-26 GAA Line Item #1659	$ 300,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 300,000.00

6. Department's Grant Manager
Name: George Begley or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8020
Email: GeorgeBegley@FloridaDEP.gov

Grantee's Grant Manager
Name: Steve Brown or successor
Address: City of Lake City
205 N Marion Avenue
Lake City, Florida 32055
Phone: 386-719-5398
Email: BrownS@LCFLA.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☑ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Lake City **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature*) Date Signed

Noah Walker, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager, George Begley

_____
DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

EXHIBIT

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

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

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

EXHIBIT

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 26PLN30

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Lake City Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

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

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement. The Grantee must provide subcontractor proof of payment to the Department with its next payment request or within sixty (60) days if the payment was a final payment.

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26PLN30

ATTACHMENT 3

PROJECT TITLE: City of Lake City Vulnerability Assessment and Adaptation Plan.

PROJECT LOCATION: The Project is located in the City of Lake City within Columbia County, Florida.

PROJECT DESCRIPTION:
The City of Lake City (Grantee) will complete the City of Lake City Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will develop an Adaptation Plan and contribute to the Local Mitigation Strategy. The Project will also include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables: The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;

- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas, if applicable.

- A signed VA Compliance Checklist Certification (Exhibit I).

Task 4: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 5: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- A draft AP.

Task 6: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 7: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Presentation of the Final VA**
  The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

- **Public Presentation of the Final AP**
  The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **8.2 Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

- **8.3 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and

supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	$70,000	$0	$70,000	7/1/2025	3/31/2027
2	Exposure and Sensitivity Analyses	Contractual Services	$100,000	$0	$100,000	7/1/2025	6/30/2027
3	Final Vulnerability Assessment Report	Contractual Services	$40,000	$0	$40,000	7/1/2025	9/30/2027
4	Local Mitigation Strategy	Contractual Services	$5,000	$0	$5,000	7/1/2025	3/31/2028
5	Draft Adaptation Needs and Strategies	Contractual Services	$30,000	$0	$30,000	7/1/2025	1/30/2028
6	Community Prioritization of Adaptation Needs	Contractual Services	$5,000	$0	$5,000	7/1/2025	2/29/2028
7	Final Adaptation Plan	Contractual Services	$40,000	$0	$40,000	7/1/2025	3/31/2028
8	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	$10,000	$0	$10,000	7/1/2025	3/31/2028
		Total:	**$300,000**	**$0**	**$300,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	$300,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$300,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum **Florida Department of Environmental Protection**

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ No ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature Date

Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465,*** in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

EXHIBIT F

DEP AGREEMENT NO. 26PLN30

CITY OF LAKE CITY VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

City of Lake City

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26PLN30

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 26PLN30

Project Title: City of Lake City Vulnerability Assessment and Adaptation Plan

Grantee: City of Lake City

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Lake City is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

File Attachments for Item:

6. City Council Resolution No. 2026-047 - A resolution of the City of Lake City, Florida, approving that certain interagency agreement between the City of Lake City and the United States Department of Veterans Affairs Police, Lake City District concerning criminal justice information exchange and computer usage; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Chief of Police of the Lake City Police Department to join the Mayor in executing said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
4-20-26

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: **Interagency Agreement between Veterans Affairs Police Lake City and Lake City Police Department**

DEPT / OFFICE: **Police Department**

Originator:
Chief of Police Gerald Butler

City Manager	Department Director	Date
Don Rosenthal, City Manager	Gerald Butler	3-18-26

Recommended Action: Approve the Lake City Police Department (LCPD) entering into a new Interagency Agreement with the Veterans Affairs Police Lake City for Criminal Justice Information (CJI) exchange and computer usage.

Summary Explanation & Background:
The Veterans Affairs Police and Lake City Police Department wish to routinely share Criminal Justice Information for authorized criminal justice purposes only.

Alternatives:
Do not exchange CJI information with the VA Police

Source of Funds:
N/A

Financial Impact:
None

Exhibits Attached:
Interagency Agreement

CM/rrp
03/31/2026

RESOLUTION NO 2026 - 047

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN INTERAGENCY AGREEMENT BETWEEN THE CITY OF LAKE CITY AND THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS POLICE, LAKE CITY DISTRICT CONCERNING CRIMINAL JUSTICE INFORMATION EXCHANGE AND COMPUTER USAGE; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE OF THE LAKE CITY POLICE DEPARTMENT TO JOIN THE MAYOR IN EXECUTING SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") operates the Lake City Police Department (the "LCPD"); and

WHEREAS, the City desires to enter into that certain interagency agreement between the City and the United States Department of Veterans Affairs Police, Lake City District (the "Agency") concerning criminal justice information exchange and computer usage (the "Agreement"); and

WHEREAS the City and the Agency desire to enter into that certain Agreement in the form of the Exhibit attached hereto; and

WHEREAS, the City desires the chief of police of the LCPD join the mayor in the execution of the Agreement; and

WHEREAS, 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. Adopting the Agreement is in the public interest and in the interests of the City; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized 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. The Chief of Police of the Lake City Police Department is directed to join the Mayor in executing the Agreement; and

7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

8. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

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

INTERAGENCY AGREEMENT BETWEEN THE VETERANS AFFAIRS POLICE LAKE CITY AND THE CITY OF LAKE CITY BY AND THROUGH ITS POLICE DEPARTMENT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE AND COMPUTER USAGE

WITNESSETH

WHEREAS, The **VETERANS AFFAIRS POLICE LAKE CITY** hereafter referred to as VETERANS AFFAIRS POLICE LAKE CITY, and the **CITY OF LAKE CITY BY AND THROUGH ITS POLICE DEPARTMENT**, hereafter referred to as LAKE CITY POLICE DEPARTMENT, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The VETERANS AFFAIRS POLICE LAKE CITY maintains electronic data bases and applications (System) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, The VETERANS AFFAIRS POLICE LAKE CITY a n d LAKE CITY POLICE DEPARTMENT wish to routinely share CJI for the administration of criminal justice;

NOW THEREFORE, The parties agree as follows,

1. The VETERANS AFFAIRS POLICE LAKE CITY will provide LAKE CITY POLICE DEPARTMENT access to CJI systems for search capabilities, information storage, and case management. Access to these systems will be provided through a FIPS 140-2 certified encrypted path.

2. The VETERANS AFFAIRS POLICE LAKE CITY and LAKE CITY POLICE DEPARTMENT may also exchange CJI, as needed, via voice and/or physical paper dissemination.

3. Both VETERANS AFFAIRS POLICE LAKE CITY and LAKE CITY POLICE DEPARTMENT will utilize the records for criminal justice purposes.

4. The VETERANS AFFAIRS POLICE LAKE CITY and the LAKE CITY POLICE DEPARTMENT agree to abide by all applicable local, state, and federal laws, rules, and regulations, with regards to the use of said electronic systems.

5. Both parties agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and each party, to include but not be limited to the FBI CJIS Security Policy.

6. Both VETERANS AFFAIRS POLICE LAKE CITY and LAKE CITY POLICE DEPARTMENT agree that they shall make use of the records for authorized criminal justice purposes only.

7. Both parties will disseminate CJI related information obtained from one another only for criminal justice purposes.

8. Both parties agree to maintain any information obtained from one another in a secure place,

and will destroy records containing such information in compliance with all applicable federal and state laws.

9. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.

10. To the extent provided by the laws of Florida, the parties agree to be responsible for the violations, negligent acts or omissions of their agency's' personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.

11. Both parties must ensure all devices with connectivity to CJI systems and/or data employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.

12. CJI may only be accessed via computers or interface devices owned by the criminal justice agencies or contracted entities. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the hosting agency may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.

13. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.

14. Both VETERANS AFFAIRS POLICE LAKE CITY and LAKE CITY POLICE DEPARTMENT will have a written policy for discipline of personnel who access CJI for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations, or operating procedures.

15. The LAKE CITY POLICE DEPARTMENT shall submit instances of violations to the proper point of contact within the VETERANS AFFAIRS POLICE LAKE CITY for follow-up.

16. The VETERANS AFFAIRS POLICE LAKE CITY and LAKE CITY POLICE DEPARTMENT have an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.

17. The VETERANS AFFAIRS POLICE LAKE CITY reserves the right to deny CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and

related programs/systems information.

18. Either party may terminate this agreement upon thirty (30) days written notice.

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

VETERANS AFFAIRS POLICE LAKE CITY

_____

James M. Bishop
Chief of Police, U.S. Dept. Veterans Affairs
NF/SG VA Health System
DATE: _____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

DATE: _____

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

_____

Audrey E. Sikes, City Clerk

Joined by:

_____

Gerald Butler, Chief of Police
City of Lake City Police Department

DATE: _____

File Attachments for Item:

7. City Council Resolution No. 2026-048 - A resolution of the City of Lake City, Florida, approving an amendment extending that certain annual aviation fuel agreement between the City and Eastern Aviation Fuels, Inc., a North Carolina Corporation DBA Titan Aviation Fuels; making certain findings of fact in support of the City approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Aviation Fuels Annual Contract (90-Day Extension)

DEPT / OFFICE: Airport

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Ed Bunnell	3/19/2026

Recommended Action:

Request to extend prior Aviation Fuels Annual Contract by 90 days so that we can re-bid.

Summary Explanation & Background:

On March 16, 2026, council awarded ITB: 006-2026 by RES: 2026-035. A discrepancy was identified by the proposer regarding their pricing. As a result, and to maintain the integrity of the competitive procurement process , the city has determined that, in its best interests, to reject all proposals since there are now two pricing discrepancies identified with two proposers and resolicit the project. After discussion with the awarded vendor they rejected the contract approved under RES: 2026-035 and agreed to extend their existing contract for a period of ninety (90) days under the same terms and conditions.

Alternatives:

N/A

Source of Funds:

Financial Impact:

Exhibits Attached:

Titan Contract; Notice Letter; Extension Agreement

CM/rrp
03/20/2026

RESOLUTION NO 2026 - 048

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING AN AMENDMENT EXTENDING THAT CERTAIN ANNUAL AVIATION FUEL AGREEMENT BETWEEN THE CITY AND EASTERN AVIATION FUELS, INC., A NORTH CAROLINA CORPORATION DBA TITAN AVIATION FUELS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 15, 2021, the City of Lake City (the "City") approved an agreement for the annual aviation fuels annual contract at the Lake City Gateway Airport (the "Original Agreement") with Eastern Aviation Fuels, Inc., a North Carolina corporation dba Titan Aviation Fuels (the "Vendor"); and

WHEREAS, the initial term of the Original Agreement was three (3) years with two (2) additional one (1) year extensions (the "Initial Term"); and

WHEREAS, the Initial Term expired on March 31, 2026 and the City and the Vendor mutually desire to extend the Original Agreement for ninety (90) days commencing April 1, 2026, and ending June 30, 2026 by adopting an amendment to the Original Agreement (the "Extension Amendment"); and

WHEREAS, continuing to engage the Vendor's services by approving the Extension Amendment is in the public interest and in the interests of the City; now therefore

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

1. Continuing to engage the Vendor's services by approving the Extension Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Extension Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Extension Amendment; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to

the terms of the Extension Amendment; and

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

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

SERVICES EXTENSION AGREEMENT

THIS SERVICES EXTENSION AGREEMENT (the "Extension"), dated as of April ____, 2026 (the "Effective Date"), by and between the City of Lake City, Florida, a Florida municipality (the "City"), and Eastern Aviation Fuels Inc., dba Titan Aviation Fuels, a North Carolina corporation (the "Contractor")

RECITALS

WHEREAS, the City and Eastern Aviation Fuels Inc. did enter into an annual contract effective March 31, 2021 (the "Original Contract") for Eastern Aviation Fuels Inc. to provide aviation fuel (the "Services") to the City for an initial term of three (3) years with two (2) one-year renewal options, for a total of five (5) years; and

WHEREAS, the Original Agreement was authorized by City Council on March 15, 2021; and

WHEREAS, the term of said Original Agreement ended on March 31, 2026; and

WHEREAS, the City and Eastern Aviation Fuels desire to extend the Original Agreement for an additional 90-day period commencing April 1, 2026, and ending June 30, 2026; now, therefore,

IN CONSIDERATION of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as material terms of this Extension and representations of the party to which such representation is attributed or to which such representation applies as if otherwise fully set forth herein.

2. Term of Contract. Item 4 of the Original Agreement between the City and Eastern Aviation Fuels shall be amended to read as follows:

   > The term of this contract will be extended by 90 days, commencing on April 1, 2026, and ending on June 30, 2026.

3. Remaining Terms. All other terms of the Original Agreement among the City and Eastern Aviation Fuels shall remain in full force and effect as if fully set forth herein.

4. Modification. No provision of this Extension can be modified or amended, waived, or discharged unless such modification or amendment, waiver, or discharge is agreed to in writing by both parties.

5. Disputes. This Extension shall be construed and governed in accordance with the laws of the State of Florida. Except as expressly modified herein, all dispute resolution and venue provisions of the Original Agreement shall continue to apply.

6. Entire Agreement. This Extension reflects the entire understanding between the parties. Any written, printed, or other materials which the City provides to Eastern Aviation Fuels that are not incorporated in this Extension do not constitute a term or condition of this Extension.

EXHIBIT

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

EASTERN AVIATION FUELS, INC., dba TITAN AVIATION FUELS

_____
Steve Drzymalla, Chief Commercial Officer

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

File Attachments for Item:

8. City Council Resolution No. 2026-050 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 009-2026 for the installation of directional boring under SR-247 and SW Leisure Drive awarding said bid to Badger Drilling, LLC, a Florida Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Directional Bore SR 247 / Leisure Drive

DEPT / OFFICE: Utilities

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Brian Scott, Steve Brown	3/19/2026

Recommended Action:

Award lowest bidders, Badger Drilling LLC contract for ITB-009-2026 Directional Bore SR-247 / Leisure Drive.

Summary Explanation & Background:

City of Lake City went out for solicitation for the directional boring from SR-247 to Leisure Drive from February 9, 2026 through March 11, 2026. Bid was awarded by line item to lowest responsive bidder. Badger Drilling LLC was the lowest responsive bidder for ITB-009-2026 for the directional boring from SR-247 to Leisure Drive at a cost not to exceed $55,000.00.

Alternatives:

Not award contract

Source of Funds:

410.70.536-060.63

Financial Impact:

$55,000.00

Exhibits Attached:

ITB-009-2026 Solicitation, Bid Tabulation, Badger Drilling Response, Contract

CM/rrp
03/26/2026

RESOLUTION NO 2026-050

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 009-2026 FOR THE INSTALLATION OF DIRECTIONAL BORING UNDER SR-247 AND SW LEISURE DRIVE AWARDING SAID BID TO BADGER DRILLING, LLC, A FLORIDA LIMITED LIABILITY COMPANY; 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 009-2026 (the "ITB") seeking a vendor for directional boring from DR-247 to Leisure Lane (the "Services"); and

WHEREAS, Badger Drilling, LLC, a Florida limited liability company (the "Vendor") was the lowest bidder responding to the ITB with a cost not to exceed $55,000; and

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

WHEREAS, pursuant to the terms of the ITB and the Vendor's response thereto, the City Manager or the City Manager's designee is authorized to provide notice of bid award to the Vendor and initiate the process of acquiring the Services; and

WHEREAS, inasmuch as the City has accepted the Vendor's bid, the Vendor and the City desire to enter into that certain contract 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, awarding the bid to the Vendor pursuant to the ITB and engaging the Vendor to provide the Services by approving and 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. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor pursuant to the ITB, the Vendor's response thereto, and the terms of the Agreement are in the public or community interest and for public welfare; and

2. In furtherance thereof, the Vendor's bid in response to the ITB is accepted by the City Council of the City of Lake City, and the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

4. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of April, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

City of Lake City

Construction Agreement

THIS AGREEMENT is by and between **City of Lake City** (hereinafter called OWNER) and **Badger Drilling LLC** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined in "Contract Documents" herein. The Work is generally described as follows:
The Contractor shall furnish all labor, supervision, equipment, tools, permits, traffic control, and incidentals necessary to complete the work, except for those items specifically identified as being furnished by the City. Work includes, but is not limited to:

- Directional boring under State Road 247
- Installation of 12-inch FPVC pipe
- Tapping and connection to the existing water main
- Pressure testing
- Coordination with FDOT and City inspections
- Restoration and cleanup

All work shall conform to the plans provided by the City, including Plan Section A-A, FDOT Directional Drilling Notes, and Water Valve Installation Details.

City Responsibilities
The City of Lake City will provide the following:

1. Furnish 12-inch FPVC pipe and fittings necessary to hook up to the tap
2. Furnish a designated location for disposal of bore mud (dumping only)
3. Provide City inspection services during construction
4. Supply engineer drawings and plans
5. Provide the FDOT permit number associated with the project **Contractor Responsibilities**

The Contractor shall be responsible for the following, at no additional cost to the City:

1. Obtain and comply with all requirements of the FDOT permit
2. Provide and maintain Maintenance of Traffic (MOT) in accordance with FDOT standards
3. Apply for and maintain a fire hydrant meter with the City
   - Contact: Shasta Pelham, 386-719-5786
4. Request, maintain, and keep current all 811 utility locates
5. Furnish and install a 12" x 12" tapping saddle and valve
6. Coordinate directly with FDOT for required inspections

EXHIBIT

7. Furnish all labor and equipment necessary to directionally bore approximately 400 feet of 12-inch FPVC pipe beneath State Road 247
8. Furnish labor and equipment to perform the 12" x 12" tap and connect the pipe to the bore
9. Perform pressure testing of the 12-inch water main from the tap point to the end of the bore at Leisure Drive
10. Restore all disturbed areas in accordance with FDOT and City requirements

2. THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
Directional Bore Installation SR 247 / Leisure Drive

3. ENGINEER

There is no Engineer on the project; Brian Scott shall be the Project Manager. Brian Scott will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Brian Scott can be reached at **(386) 758-5456** or **scottb@lcfla.com.**

4. CONTRACT TIMES

4.1. Time is of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

1. The Work (construction) will commence within 10 days after the Notice to Proceed has been issued.
2. Total contract time shall not exceed 90 calendar days.

4.2. Liquidated Damages

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

5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for all work at the prices stated in CONTRACTOR's bid, for a total contract amount not to exceed $55,000.00.

6. PAYMENT PROCEDURES

6.1. Submittal and Processing of Payments

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

6.2. Progress Payments; Retainage

1. OWNER shall make progress payments on account of the Contract Price based on CONTRACTOR's payment application on a monthly basis during performance of the Work, less such amounts as Project Manager shall determine.

2. The Owner shall withhold, from each progress payment made to the contract, 5% as retainage. Retainage will be released (paid) to the CONTRACTOR when the project is completed and has been accepted by the Project Manager.

6.3. Final Payment

Upon final completion and acceptance of the Work in accordance with paragraph 4.1 of the General Terms and Conditions in the solicitation, OWNER shall pay the remainder of the Contract Price as recommended by Project Manager as provided in section 4.28 in the solicitation.

6.4. Payment

All payments for the Work shall be made in accordance with the "Local Government Prompt Payment Act", Sections 218.70, et seq., Florida Statutes.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. CONTRACTOR has examined and carefully studied the requirements of the Local Small Business Procurement Program.
3. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
4. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect the cost, progress, and performance of the Work.
5. CONTRACTOR has obtained and carefully studied conditions at the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
6. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
7. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in all the Contract Documents.
8. CONTRACTOR has correlated the information known to CONTRACTOR, information, and observations obtained from visits to the Site, and all additional data within the Contract Documents.
9. CONTRACTOR has given Issuing Office written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to CONTRACTOR.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. CONTRACT DOCUMENTS

8.1. Content

1. The Contract Documents consist of the following:
   a. This Agreement
   b. Bid Bond
   c. Documents for Directional Bore Installation SR247 / Leisure Drive specifically including:
      i. Terms and Conditions
      ii. Bid Solicitation Package
      iii. Badger Drilling, LLC. Bid Package
      iv. Specifications (not attached to but incorporated herein by reference)
      v. Engineering Drawings (not attached to but incorporated herein by reference)
      vi. Addenda (not attached to but incorporated herein by reference)

vii. Special Conditions (not attached to but incorporated herein by reference)

d. The following, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   i. Notice to Proceed.
   ii. Written Amendments.
   iii. Change Order(s).

2. The documents listed in paragraph 8.1 are attached to this Agreement (except as expressly noted otherwise above) and are incorporated herein by reference.
3. There are no Contract Documents other than those listed above in this Article and this agreement.

8.2. Precedence

In the event of conflict or inconsistency among or between the Contract Documents, the order of precedence (in descending order) is as follows: Written Amendments, Change Orders, this Agreement, Special Conditions, Standard General Terms and Conditions, Specifications, Engineer Drawings, and CONTRACTOR's Bid.

9. MISCELLANEOUS

9.1. Terms

Terms used in this Agreement will have the meanings indicated in the Standard General Terms and Conditions and the Special Conditions.

9.2. Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under all the Contract Documents.

9.3. Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in all the Contract Documents.

9.4. Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. Indemnification

The Contractor shall indemnify, defend, and hold harmless the OWNER, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and other persons employed or utilized by the Contractor in the performance of the work.

9.6. Other Provisions

Nothing in the Contract Documents shall be interpreted or construed as a waiver of OWNER's sovereign immunity, except to the extent provided by and in accordance with Section 768.28, Florida Statutes.

9.7. Records/Audit

The Contractor shall maintain records sufficient to document their completion of the scope of services established by this Agreement. These records shall be subject at all reasonable times to review, inspection, copying, and audit by persons duly authorized by the City. These records shall be kept for a minimum of six (6) years after completion of the Contract. Records which relate to any litigation, appeals, or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

9.8. E-Verify Requirement

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
Contractor must enroll and participate in the E-Verify Program within thirty days of the Contract and provide the City a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available upon request. Failure to comply is a material breach of this Contract.

9.9. Insurance

The Contractor shall maintain such insurance as will protect the Owner from any or all claims for property damage, personal injury, and bodily injury, including death, which may arise from operations under this contract, in the minimum amount of $1,000,000.00 per occurrence. Certificates of such insurance shall be filed with the Owner prior to commencement of any work under this contract, and shall be subject to Owner's own approval for adequacy of protection, and shall name the Owner as an additional insured under any such policy or policies. All required insurance shall also provide the Owner with at least 30 days' advance notice of cancellation, non-renewal, or adverse change.

9.10. Public Records, Florida Statutes section 119.0701

1. In addition to all other provisions provided in this contract, the Contractor shall also comply with the requirements of Florida Statutes section 119.0701 regarding public records. Specifically, the Contractor shall:
   a. Keep and maintain public records required by the Owner as a public agency to perform the service.
   b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
   d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall comply with all applicable requirements for retaining such 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 compatible with the public agency's information technology systems.
   Contractor, for itself and any Subcontractor, agrees to comply with Florida Statutes section 119.0701 in all respects during the term of this agreement.
2. Request for Records; Non-Compliance:
   a. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must either provide the records to the public agency or allow them to be inspected or copied within a reasonable time.
   b. If the Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
   c. If the Contractor fails to provide the public records to the public agency within a reasonable time, it may be subject to penalties under section 119.10.
3. Civil Action:
   If a civil action is filed against the Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
c. A notice complies with the above item if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
d. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:
AUDREY E. SIKES, CITY CLERK
CITY OF LAKE CITY CUSTODIAN OF PUBLIC RECORDS
PHONE: 386-719-5756 OR EMAIL: SIKESA@LCFLA.COM
MAILING ADDRESS: 205 NORTH MARION AVE, LAKE CITY, FL 32055

9.11. General Scope of Work

The Contractor shall furnish all labor, supervision, equipment, tools, permits, traffic control, and incidentals necessary to complete the work, except for those items specifically identified as being furnished by the City. Work includes, but is not limited to:

- Directional boring under State Road 247
- Installation of 12-inch FPVC pipe
- Tapping and connection to the existing water main
- Pressure testing
- Coordination with FDOT and City inspections
- Restoration and cleanup

All work shall conform to the plans provided by the City, including Plan Section A-A, FDOT Directional Drilling Notes, and Water Valve Installation Details.

City Responsibilities
The City of Lake City will provide the following:

1. Furnish 12-inch FPVC pipe and fittings necessary to hook up to the tap
2. Furnish a designated location for disposal of bore mud (dumping only)
3. Provide City inspection services during construction
4. Supply engineer drawings and plans
5. Provide the FDOT permit number associated with the project

Contractor Responsibilities
The Contractor shall be responsible for the following, at no additional cost to the City:

1. Obtain and comply with all requirements of the FDOT permit
2. Provide and maintain Maintenance of Traffic (MOT) in accordance with FDOT standards
3. Apply for and maintain a fire hydrant meter with the City
   - Contact: Shasta Pelham, 386-719-5786
4. Request, maintain, and keep current all 811 utility locates
5. Furnish and install a 12" x 12" tapping saddle and valve
6. Coordinate directly with FDOT for required inspections
7. Furnish all labor and equipment necessary to directionally bore approximately 400 feet of 12-inch FPVC pipe beneath State Road 247
8. Furnish labor and equipment to perform the 12" x 12" tap and connect the pipe to the bore
9. Perform pressure testing of the 12-inch water main from the tap point to the end of the bore at Leisure Drive

10. Restore all disturbed areas in accordance with FDOT and City requirements

9.12. Specifications

All work shall be performed in accordance with:

- City-provided engineering plans
- Plan Section A-A
- FDOT Directional Drilling Notes
- Water Valve Installation Details
- Applicable FDOT, City of Lake City, and Florida standards

Contractors are responsible for reviewing all plans and notes prior to submitting a bid.

9.13. Code and Standards

All work shall comply with the latest adopted editions of the following, as applicable:

- Florida Department of Transportation (FDOT) Standard Specifications, Design Standards, Utility Accommodation Manual, and Maintenance of Traffic requirements
- Florida Building Code (FBC)
- Florida Administrative Code (FAC) and applicable Florida Statutes
- City of Lake City Code of Ordinances and Utility Standards
- OSHA safety regulations
- AWWA and ASTM standards for water main materials, installation, and testing
- Manual on Uniform Traffic Control Devices (MUTCD)

The Contractor shall comply with all required permits, including the FDOT Utility Permit.
In the event of a conflict, the most stringent requirement shall govern, as determined by the City.

9.14. Permitting

The Contractor shall obtain and comply with all permits required to perform the work, except for the FDOT Utility Permit number provided by the City. The Contractor shall be responsible for all permit applications, fees, coordination, inspections, and compliance associated with the work.
Failure to obtain or comply with required permits shall not relieve the Contractor of responsibility for completing the project in accordance with the Contract Documents.

9.15. Installation

All materials shall be installed in accordance with the approved plans, City of Lake City standards, applicable codes, and manufacturer's recommendations.
Directional boring operations shall be performed in a manner that prevents damage to existing utilities, roadways, and adjacent property. The Contractor shall maintain line and grade and ensure proper alignment of the 12-inch FPVC pipe.
All connections, tapping, pressure testing, and restoration shall be completed to the satisfaction of the City and FDOT. Any defective workmanship or materials identified during inspection shall be corrected by the Contractor at no additional cost to the City.

9.16. Protection of Property/Property Conditions

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

9.17. Safety

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

9.18. Employees

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

9.19. Storage of Materials

All materials shall be stored and protected in accordance with the manufacturer's recommendations and applicable standards. Materials shall be stored in a manner that prevents damage, contamination, or deterioration.
Storage locations shall not interfere with traffic, utilities, drainage, or adjacent properties, and shall be subject to City approval. Damaged or unsuitable materials, as determined by the City, shall be removed from the site and replaced at no additional cost to the City.
Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

9.20. Disposal of Waste

The successful Contractor shall be responsible for the daily removal and off-site disposal of all waste materials, debris, excess materials, and containers generated by the work, in accordance with all applicable local, state, and federal regulations.
City dumpsters shall not be used by the Contractor. If a roll-off container is required, it shall be provided through the City's franchised solid waste provider, WastePro. All disposal shall be performed in a proper and lawful manner consistent with applicable environmental guidelines and regulations.

9.21. Hours of Work

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

9.22. Traffic Control

The Contractor shall be responsible for furnishing, installing, maintaining, and removing all Maintenance of Traffic (MOT) in accordance with FDOT requirements.
Traffic control shall be maintained at all times to provide for the safe and continuous movement of vehicular and pedestrian traffic. Any deficiencies identified by the City or FDOT shall be corrected immediately at no additional cost to the City.

9.23. Warranty

The Contractor agrees that all goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor provides to any customer for such goods. These warranties shall be in addition to, and shall not limit, any other rights or remedies available to the City of Lake City under this solicitation or applicable law. A copy of all applicable warranties shall be furnished with the bid.
At a minimum, the Contractor shall guarantee all work for a period of one (1) year from the date of the City of Lake City's final written acceptance of the entire project. The warranty shall cover defects resulting from inferior materials, equipment, or workmanship.
The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated into the work shall be new, in first-class condition, and in compliance with the ITB documents. All workmanship shall be of the highest quality, performed in accordance with the Contract Documents, and completed by personnel qualified in their respective trades.
Any defects discovered during the warranty period shall be promptly corrected by the Contractor, at no additional

cost, and to the satisfaction of the City of Lake City.

9.24. Delivery

All materials, equipment, and supplies required for the work shall be delivered by the Contractor in a timely manner to avoid delaying the project schedule. Delivery and staging of materials shall be coordinated with the City and shall comply with project plans, site constraints, and traffic control requirements.
The Contractor shall be responsible for all costs associated with the delivery, handling, and unloading of materials unless otherwise specified in the ITB documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to each of the OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on Monday, April 20, 2026 (which is the Effective Date of the Agreement.)

CONTRACTOR: Badger Drilling, LLC

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

OWNER: City of Lake City

SIGNATURE

Noah Walker

FULL NAME

Mayor

TITLE

DATE SIGNED

Attest

SIGNATURE

Audrey Sikes

FULL NAME

City Clerk

TITLE

DATE SIGNED

SIGNATURE

Clay Martin

FULL NAME

DATE SIGNED

City Attorney

TITLE

File Attachments for Item:

9. City Parks Improvement Plan

Video for park presentation. https://youtu.be/CLn12B6Nzyk

Playpalette: Backyard
Universal Plastic: Deep Granite

3/18/26

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Youngs Park Playground

Lake City, FL

GameTime
A PLAYCORE Company
www.gametime.com

drp Dominica Recreation Products
www.playdrp.com

Playpalette: Backyard
Universal Plastic: Deep Granite

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Lake City, FL

All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

YOUNGS PARK IMPROVEMENTS

Park Equipment	$262,368.42	
Park Equipment Installation	$132,935.00	
Total:	$395,303.42	
Park Splashpad (Flow-Through)	$175,807.48	
Park Splashpad Installation	$289,062.00	
Total:	$464,869.48	
	u7	

File Attachments for Item:

10. City Council Ordinance No. 2026-2367 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-03, submitted by Elizabeth Steely, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Located on Northwest Turner Avenue)

Passed on first reading on 4/6/2026

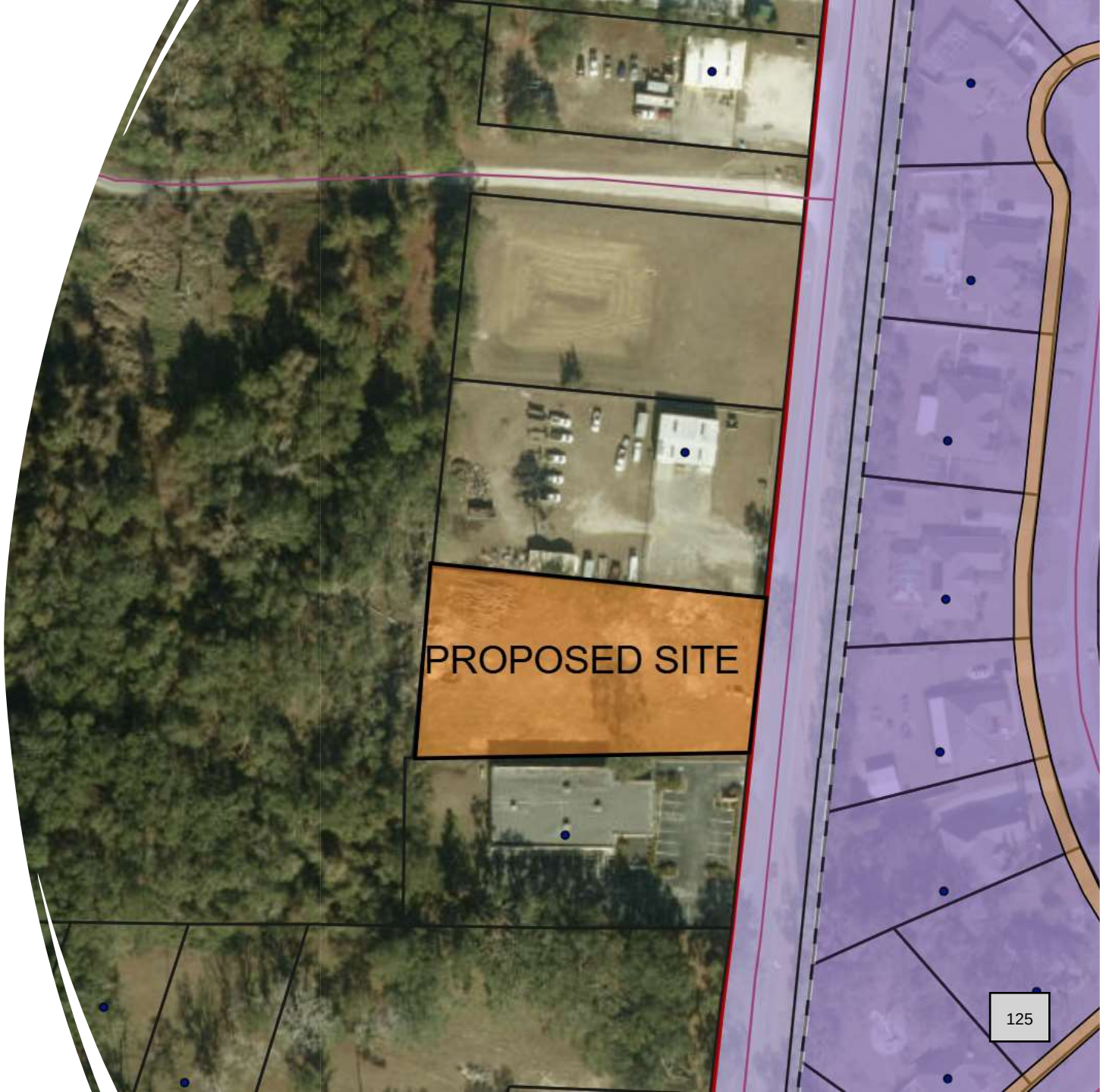
ORDINANCE 2026-2367

ANX 26-03

Introduction

- Applicant has requested to annex parcel 02440-003 into the City.
- This parcel is located on the NW Turner Rd..

Location



Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2367.

QUESTIONS

CM/rrp
03/17/2026

ORDINANCE NO. 2026-2367

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-03, SUBMITTED BY ELIZABETH STEELY, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; 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 annex real property into the corporate boundaries of the City of Lake City, Florida, (the "City"); and

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

WHEREAS, Elizabeth Steely, the owner of certain real property more particularly described herein below (the "Real Property"), has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City; now therefore

BE IT ORDAINED by the People of the City of Lake City, Florida:

1. Pursuant to a petition, ANX 26-03, by Elizabeth Steely, the owner of the Real Property, said Real Property being described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which Real Property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said Real Property annexed into the City:

   A parcel of land lying in Section 33, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows:

   Commence at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 33; thence North 05°50'28" East, along the East line of said Section 33, being also the centerline of Turner Road, 150.61 feet; thence North 89°21'20" West 30.12 feet to the Westerly right-of-way line of said Turner Road and the Point of Beginning; thence continue North 89°21'20" East 285.00 feet; thence

North 05°25'44" East 162.82 feet; thence South 84°09'32" East 285.00 feet to the Westerly right-of-way line of Turner Road; thence South 05°50'28" West, along said Westley right-of-way line of Turner Road 137.00 feet to the Point of Beginning.

Containing 0.98 acre, more or less.

2. The City Council finds the petition bears the signatures of all owners of the Real Property in the area proposed to be annexed.

3. The City Council finds the Real Property is presently contiguous to the boundaries of the City, meets the criteria established by Chapter 171, Florida Statutes, as amended, and should be annexed to the boundaries of the City.

4. The Real Property is hereby annexed to the boundaries of the City, and in every way is a part of the City.

5. The boundaries of the City are hereby redefined to include the Real Property.

6. Annexation. The Real Property shall continue to be classified as follows: 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.

7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of this ordinance, a certified copy of this ordinance with the following:
   a) Florida Department of State, Tallahassee, Florida;
   b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
   c) Clerk of the Circuit Court of Columbia County;
   d) Chief Administrative Officer of Columbia County;

e) Property Appraiser of Columbia County;

f) Tax Collector of Columbia County; and

g) All public utilities authorized to conduct business within the City.

10. 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.

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

12. Effective Date. This ordinance shall be effective on the date of final adoption by the City Council of the City of Lake City, Florida.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting, on the _____ day of _____ 2026.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the 9th of April 2026 and 16th day of April 2026.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this _____ day of _____ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

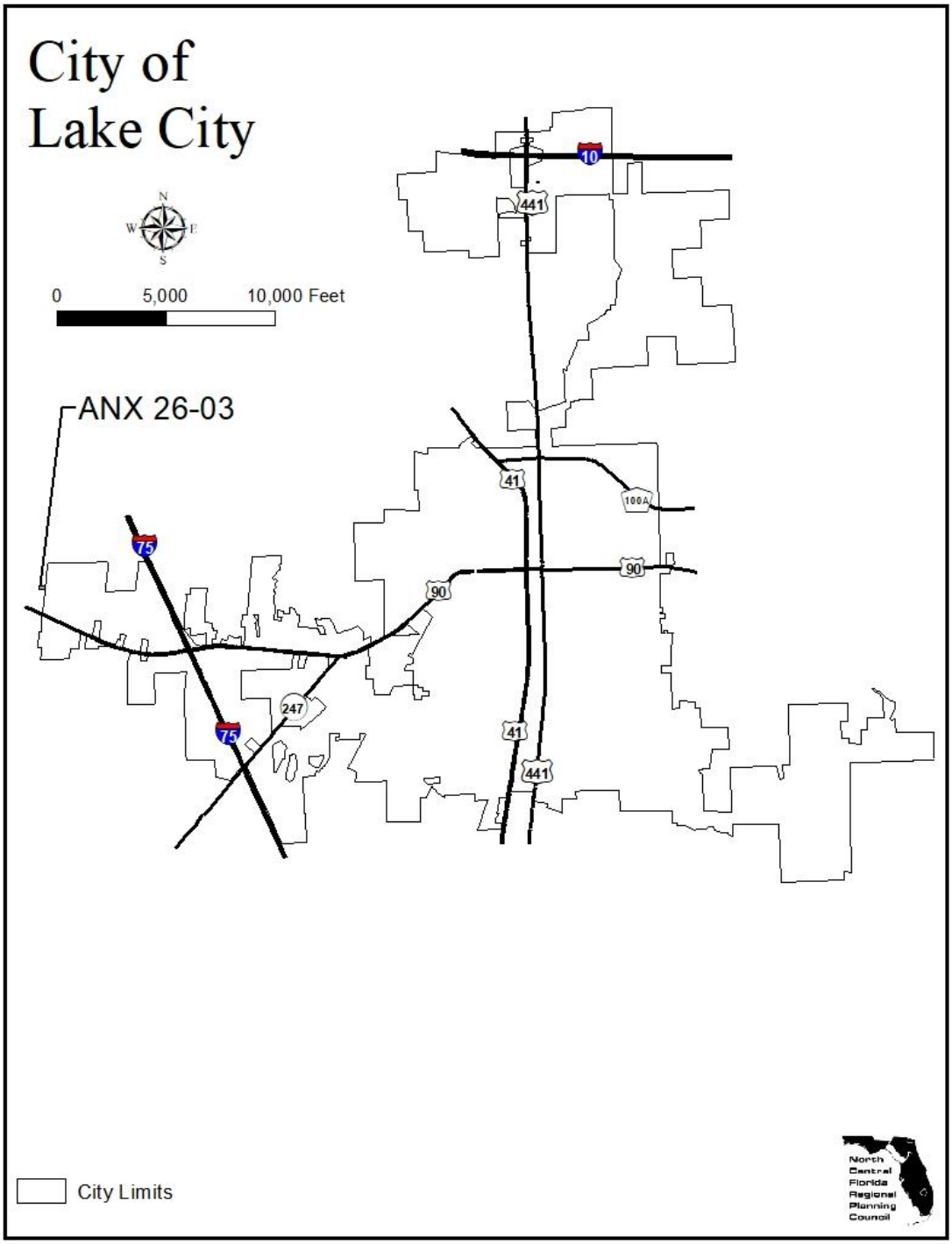
ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Schedule A: Location Map



Ordinance Number: 2026-2367
Passed on first reading on April 6, 2026

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	✓			
Tammy Harris, Council Member	✓			
Chevella Young, Council Member	✓			
Ricky Jernigan, Council Member	✓			
James Carter, Council Member	✓			

Certification

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

Audrey Sikes

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 2026-2367**
AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-03, SUBMITTED BY ELIZABETH STEELY, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; 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[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-03, SUBMITTED BY ELIZABETH STEELY, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; 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:

11. City Council Ordinance No. 2026-2369 - An ordinance of the City of Lake City, Florida; amending City Code Chapter 86 - Streets, Sidewalks, and Other Public Places, Article I - In General, adding a new Section 86-2 entitled "Recreational Street Closings Authorized" for the purpose of authorizing the City Manager to temporarily close streets to motor vehicle traffic to facilitate neighborhood recreational opportunities; providing for codification; providing for severability; providing for conflicts; and providing an effective date.

CM/rrp
04/17/2026

ORDINANCE NUMBER 2026-2369

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING CITY CODE CHAPTER 86 – STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, ARTICLE I – IN GENERAL, ADDING A NEW SECTION 86-2 ENTITLED "RECREATIONAL STREET CLOSINGS AUTHORIZED" FOR THE PURPOSE OF AUTHORIZING THE CITY MANAGER TO TEMPORARILY CLOSE STREETS TO MOTOR VEHICLE TRAFFIC TO FACILITATE NEIGHBORHOOD RECREATIONAL OPPORTUNITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") desires that public spaces, including streets and roads, be available to the public for recreational purposes; and

WHEREAS, the City recognizes the use of streets and roads for recreational purposes must be managed in a way to balance the recreational needs of the public with the private rights of access to private property by property owners, and with the dangers posed by motor vehicles using the City's streets and roads; and

WHEREAS, the City recognizes establishing an application process is necessary to balance the competing needs and uses of the public for the City's streets and roads; and

WHEREAS, the City Council desires to establish such an application process to accomplish such purposes and to amend the City of Lake City Code of Ordinances (the "Code") accordingly; and

WHEREAS, amending the Code in the foregoing form and substance is in the public interest and in the interests of the City; now, therefore:

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

SECTION 1. AUTHORIZATION OF RECREATIONAL STREET CLOSINGS ESTABLISHED.

Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances is hereby created as follows:

Sec. 86-2. RECREATIONAL STREET CLOSINGS AUTHORIZED.

The City Manager is authorized temporarily to close streets in the City to motor vehicular traffic for the purpose of providing neighborhood recreational opportunities for citizens and children, in accordance with the following standards

and conditions:

1. No intersection of two or more streets may be closed.
2. The closed street must be located in a residential area in which available recreational facilities are limited.
3. The street may be closed only between the hours of 8:00 a.m. and 11:00 p.m. daily.
4. The street may be closed only upon the written consent of at least 60 percent of the occupants of all property as to which the closed portion of the street is the only means of vehicular ingress and egress. For this purpose, the consent of one member of a family unit or of one representative of any other definite group of occupants shall be *prima facie* consent of all members of the group.
5. Prior to the closing, the City Manager shall obtain a written evaluation and recommendation from the City Public Works Director as to the effect of the closing on traffic flow in the area.

SECTION 2: RESERVATION OF SECTIONS

Chapter 86, Article 1, Section 86-3 through Section 86-30 of the City of Lake City Code of Ordinances is hereby amended as follows:

Sec. ~~86-2~~ 86-3 – 86-30. RESERVED.

SECTION 3: PROVIDING FOR CODIFICATION

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

SECTION 4: PROVIDING FOR SEVERABILITY

If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

SECTION 5: PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT

All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: PROVIDING FOR AN EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting on the ____ day of April, 2026.

PUBLICALLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida, on the ___ day of April, 2026.

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

Chapter 18B - PUBLIC ASSEMBLIES

Sec. 18B.01. - Definitions.

The following terms, when used in this Chapter shall have the meanings respectively ascribed to them in this section:

(1) *Advertise* is the act of publicly announcing or calling public attention to a person, thing, place or event and shall include, but not be limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by radio, television, newspaper, internet, or social media.

(2) *Attendance* shall mean the number of persons present at an outdoor public assembly.

(3) *Block party* shall mean a neighborhood social event intended to, and actually, taking place in whole or in part on a road in a residential area, and which obstructs vehicular traffic in a manner described in F.S. § 316.2045(1), as further described in section 18B.16 of this Chapter.

(4) *Block Party Permit* is a permit issued in accordance with section 18B.16 of this Chapter.

(5) *Chief of Police* is the Chief of Police of the City of Orlando, Florida, or his/her designee.

(6) *Director of Families, Parks and Recreation* is the Director of the Families, Parks and Recreation Department of the City of Orlando, Florida, or his/her designee.

(7) *Fire Chief* is the Chief of Fire Department of the City of Orlando, Florida, or his/her designee.

(8) *Fireworks Permit* is a permit to use fireworks or pyrotechnics issued in accordance with Chapter 24 of the City Code.

(9) *Free Speech Permit* is a public assembly or special event permit applied for and issued in accordance with section 18B.03(1)(c) of this Chapter.

(10) *Manager of the Special Events Office* is the Special Events Office Division manager of the City of Orlando, Florida, or his/her designee.

(11) *Onsite Contact* is the person who serves as the primary point of contact during the conduct of any outdoor public assembly or block party. The onsite contact must be present and available during all phases of the outdoor public assembly or block party, including setup, event hours, and teardown.

(12) *Outdoor Loudspeaker Permit* is a permit as required by the provisions of Chapter 42 of the City Code.

(13) *Outdoor Public Assembly* (also referred to herein as assembly or event) is any celebration, gathering, ceremony, show, exhibition, concert, pageant, rally, demonstration, or assembly of any kind, which is, (a) calculated to attract, during the course of the event, the physical attendance of one hundred (100) persons or more, and is held in or on any outdoor public property, including but not limited to any park, street, sidewalk, or right-of-way, or (b) which is to be held in or on outdoor private property and is reasonably likely to substantially impede, obstruct, impair, or interfere with the use of any public property including but not limited to streets, sidewalks, or right-of-way. In addition, any parade as defined herein shall be considered an outdoor public assembly.

(14) *Outdoor Public Assembly Permit* or *Special Event Permit* (also referred to herein as permit) is a permit as required by this Chapter.

(15) *Parade* is any procession, march or assembly wherein the participants travel by foot, vehicle or otherwise in or upon any street, sidewalk, public right-of-way, bicycle path, public property, or public parking facility within the City; provided, however, that "parade" shall not include a peaceful procession or peaceful picketing that is conducted off the street or roadway in conformance with all traffic laws, city ordinances and state statutes and not in a manner as to obstruct vehicular or pedestrian traffic.

(16) *Person* is any individual person, or any firm, partnership, association, corporation, company or organization of any kind, or any combination of such persons.

(17) *Sidewalk* is any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.

(18) *Special Events Office* is defined as the division with the City that includes the management and staff who intake, review, and process outdoor public assembly and block party permits.

(19) *Street* is any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof.

(20) *Temporary Event Structure* is any temporary ground supported structure, platform, stage, stage scaffolding or rigging, canopy, tower supporting audio or visual effects equipment, or similar

structures not regulated with the scope of the Florida Building Code.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.02. - Permits and Authorizations Required.

(1) No person shall engage in, participate in, aid, form or start any outdoor public assembly unless an outdoor public assembly permit shall first have been obtained from the City of Orlando.

(2) The issuance of an outdoor public assembly permit from the Special Events Office shall not relieve any person from the duty to secure other permits or approvals as may be required by the City Code to include, but not be limited to, a tent permit (under City Code Chapter 18), an business tax receipt (under City Code Chapter 36), street, lane or sidewalk use/closure authorization (under City Code Chapter 39), a permit for loudspeaker or other sound amplification device (under City Code Chapter 42), and City Council approval for sale of items on public property (under City Code Chapter 54).

(3) *Exceptions*. This section shall not apply to, nor shall a permit be required for funeral processions or for events authorized within the legal boundaries of the City-owned and operated Event Venues located at 1610 West Church Street, 287 South Tampa Avenue, 400 West Church Street, and 1920 North Forest Avenue; unless such activity includes the use of additional public property outside of the boundaries of the venue. Additionally, City Council may specifically exempt persons, organizations or assemblies from the requirements of this section, provided that alternate procedures providing for the protections addressed by this Chapter are included in a separate agreement approved by City Council.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.03. - Application for Outdoor Public Assembly Permit.

Any person seeking the issuance of an outdoor public assembly permit shall file an application with the Special Events Office of the City.

(1) *Filing Period.*

(a) For single, non-recurring outdoor public assemblies an application for a permit shall be filed with the Special Events Office not more than one calendar year before, and not less than sixty (60) calendar days before, the date and time at which such assembly is proposed to commence; provided, however, that the Manager of the Special Events Office shall waive the minimum sixty (60) day filing period and accept an application filed within a shorter period if after due consideration of the date, time, place, and nature of the assembly, the anticipated number of participants, and the necessity for an amount of City services which will be required in connection therewith, the Manager of the Special Events Office, in conjunction with the Orlando Police and Fire Departments, determines that such waiver will not present a hazard to the public safety because of the reduced amount of time available within which to fully process the application, and provide appropriate City services required for the event. The application shall be signed by the applicant under oath subject to the provisions of section 837.06 of the Florida Statutes.

(b)

For outdoor public assemblies which are to be held on a regular or recurring basis at the same location, and under the same site plan and conditions, during a consecutive ninety (90) day period, an application for a permit covering all such assemblies during that ninety (90) day period may be filed with the Special Events Office not more than one calendar year before, and not less than sixty (60) days before, the date and time at which it is proposed to commence the first such assembly; provided, however, that the Manager of the Special Events Office may waive the minimum sixty-day period after due consideration of the factors specified in (1)(a) above. An event to be considered regular or recurring shall have no substantial changes from the original permit application. The application shall be signed by the applicant under oath subject to the provisions of section 837.06 of the Florida Statutes.

(c) The Manager of the Special Events Office shall waive the minimum sixty (60) day filing period for single, non-recurring outdoor public assemblies set forth in Section 18B.03(1)(a) if the following criteria are satisfied:

(i) The assembly will be about or concern public issue speech on a topic or events coming into public knowledge recently.

(ii) The assembly will not involve the sale of food or the sale, distribution, or consumption of alcohol.

(iii) No admission fee to the assembly will be charged or solicited.

(iv) No commercial activity of any kind will be conducted at the assembly.

(v) No tents, tables, or structures will be set up or erected at the assembly.

(vi) The assembly will not involve the closure of any public streets or roads.

(vii) The application does not seek exclusive use of the location of the assembly.

(2) *Contents.* The application for a permit shall set forth the following information, and such other information as may from time to time reasonably be required:

(a) The name, place of residence or business, mailing address and telephone number of the person seeking to conduct the assembly.

(b) If the assembly is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.

(c) The name, place of residence, mailing address, and telephone number of the individual person who will be the assembly chairperson and who will be responsible for the conduct of the assembly.

(d) The date when the assembly is to be conducted.

(e) Type of assembly including a description of the activities which will occur during the event.

(f) The hours when such assembly will start and terminate.

(g) A description of any and all banners, signs, balloons, inflatables, or other attention-getting devices proposed to be utilized in accordance with Chapter 64 of the City Code in connection with the assembly.

(h)

The approximate number of participants, not including spectators, who will participate in the assembly.

(i) The approximate number of spectators who will be present at or near the assembly.

(j) If the assembly is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the Special Events Office a communication in writing from the person proposing to hold the assembly, authorizing the applicant to apply for the permit on his or her behalf.

(k) The exact location of the assembly and if the assembly is a parade, the location by streets of any marshaling area or areas for such parade.

(l) A designation of any public facilities or equipment proposed to be utilized.

(m) If the application is for a parade, it also shall set forth the following information:

1. The time at which units of the parade will begin to arrive at the marshaling area or areas, and the times at which all such units will be disbursed therefrom.
2. The route to be traveled, including the starting point and the termination point as well as directional traffic arrows and street names.
3. The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and description of the vehicles.
4.

A Maintenance of Traffic Plan (MOT) plan, that meets or exceeds the requirements of Florida Department of Transportation (FDOT) design and safety standards.

(n) Whether alcoholic beverages will be sold, served, or consumed at the assembly. Alcohol sold, served, or consumed, requires an appropriate valid liquor license to be attached to the application.

(o) A site plan that includes all event elements, including but not limited to vendors, food trucks (and or cooking areas) tents, fence line, barricades, entrance/exit points, stages, parking, emergency access lanes, and alcohol sales, service consumption areas, and any other requirements reasonably requested by the City to promote the safety, health, or welfare of the public.

(p) Whether an admission fee will be charged to attend the assembly.

(q) Whether the applicant intends to use fireworks or pyrotechnics at the assembly and seek a permit in accordance with Chapter 24 of the City Code.

(r) Whether the applicant intends to use tents or other temporary structures at the assembly in accordance with Chapter 18 of the City Code and seek a tent permit under Chapter 18 if required by the terms thereof.

(s) Whether the applicant intends to sell within the City's streets, sidewalks or other rights-of-way in compliance with the terms of Chapter 54 of the City Code and obtain any necessary approvals therefor.

(t) Whether the applicant intends to use recording equipment, a loudspeaker or sound amplification devices of any type and seek a permit under Chapter 42 of the City Code if required by the terms thereof.

(u) Whether the applicant intends to have a parachutist or use a helicopter in accordance with Chapter 8 of the City Code as part of the assembly.

(v) If the application is for a road race, a map of the proposed route, including the starting point and termination point.

(3) *Fees and deposit.*

(a) A non-refundable fee to cover the administrative costs of processing the permit shall be paid to the City of Orlando by the person applying for the permit at the time of filing of the application. The permit fee and other fees related to the assembly shall be set forth in a schedule of fees adopted by resolution of City Council.

(b) If the application is for the use of any City property or if any City services shall be required for the assembly, the applicant shall pay, prior to the issuance of a permit, the charges therefor in accordance with a schedule of fees approved by City Council by resolution.

(c) The permit fees shall be waived by the Chief Administrative Officer (CAO) if the activity proposed by the applicant involves (1) expressive speech protected by the First Amendment to the United States Constitution, (2) will occur in a public forum, (3) the fees would be so financially burdensome that it would preclude the applicant from exercising First Amendment rights, and (4) adequate

alternate channels of expression are not available. Within five (5) calendar days of a written request from the applicant to waive the fees, the CAO shall render a written decision on whether the fees shall be waived and shall set forth the reasons for the decision. An applicant wishing to appeal the decision of the CAO may file a request for immediate judicial review with a court having jurisdiction thereof, or in the alternative, may file an appeal to City Council within five (5) days after receipt of the notice of denial by filing a written notice with the CAO, with a copy delivered to the City Clerk, and such appeal shall be considered at the next regularly scheduled City Council meeting. An applicant wishing to appeal the decision of City Council may file a request for immediate judicial review with a court having jurisdiction thereof.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.04. - Public Safety Protection.

(1) The Chief of Police shall determine whether and to what extent additional police protection, and the Fire Chief shall determine whether and to what extent additional fire and medical services reasonably will be necessary for the assembly for purposes of traffic control and public safety. The Chief of Police and the Fire Chief shall base these decisions on the size, location, duration, time and date of the event, the expected sale or service of alcoholic beverages, the number of streets and intersections to be blocked and the need to detour or preempt ordinary citizen travel and use of the streets and sidewalks. Such decisions may take into

consideration historical data from previous similar events. The content of the speech or event or of any anticipated counterprotest will not be a factor in determining the amount of police protection necessary. If possible without disruption of ordinary police, fire, or emergency medical services or compromise to public safety, the event will be policed by regularly scheduled on-duty personnel. If additional police, fire, or medical services for the assembly are deemed necessary by the Chief of Police or the Fire Chief, Special Events Office shall so inform the applicant for the permit. The applicant then shall have the duty to secure the police, fire, or medical services deemed necessary by the Chief of Police and Fire Chief at the sole expense of the applicant who shall prepay the expenses of such protection. Failure to pay such expenses in advance of the assembly shall be grounds for denial of permits.

(2) Persons exercising their first amendment rights by engaging in events, parades, assemblies or demonstrations conducted for the sole or primary purpose of public issue speech shall not be required to pay the costs of any police, fire, or medical services provided by the City at the assembly.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.05. - Standards for Issuance of Permit.

(1) The Manager of the Special Events Office, or his/her designee, shall issue a permit as provided for hereunder when, from a consideration of the application and from other information as may otherwise be obtained, if it appears that:

(a)

The conduct of the assembly will not interrupt substantially the safe and orderly movement of other pedestrian or vehicular traffic in or contiguous to the route or location of the assembly.

(b) The concentration of persons, animals and/or vehicles at the assembly will not interfere unduly with proper fire and police protection of, or ambulance service to, areas in or contiguous to the assembly area or other areas of the City.

(c) Adequate sanitation and other required health facilities are or will be made available in or adjacent to the assembly area.

(d) There are sufficient parking places near to the site of the assembly to accommodate the approximate number of automobiles reasonably expected to be driven to the assembly.

(e) The applicant has secured the police, fire, or medical services, if any, required under section 18B.04.

(f) If the assembly is a parade, such parade is not to be held for the primary purpose of advertising any product, goods or event, which is primarily for private profit, and the assembly itself is not primarily for profit; provided, however, the prohibition against advertising any product, goods or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the conduct of the assembly.

(g) The assembly will not unreasonably burden surrounding private properties and will not deprive owners, lessees, or the patrons of such owners or lessees, of reasonable access to or use of such properties unless the written consent of such owners or lessees has been obtained prior to the assembly.

(h) The assembly is not reasonably likely to substantially interrupt the safe and orderly movement of vehicular and pedestrian traffic in the area of the assembly or cause an unresolvable conflict with construction or development in the area of the assembly.

(i) The specifications for the proposed assembly do not create significant public safety or health concerns. Such public safety or health concerns shall not be based on the content of any speech or anticipated counterprotest.

(2) Notwithstanding the provisions of subsection (1), an assembly permit may be denied if:

(a) The applicant is legally incompetent to contract.

(b) The application contains a material falsehood or misrepresentation.

(c) The applicant has on prior occasions made material misrepresentations regarding the nature and scope of an assembly previously permitted or has violated the terms of prior permits issued to or on behalf of the applicant.

(d) The applicant or entity on whose behalf the application was made has on prior occasions damaged City property and has not paid in full for such damage, or has other outstanding and unpaid debts to the City that are past due.

(e) The use or any activity intended by the applicant is prohibited by federal, state, or local law.

(f) A prior application for a different assembly or event which will take place at the general time and location has been or will be granted.

(g) The proposed assembly, when considered either on its own or, if applicable, in conjunction with any other assembly for which a permit or permits are being processed or have been previously granted or in conjunction with scheduled events at Orlando Venues, will unduly burden available City resources such that the resulting deployment of City services would have an adverse effect upon the welfare and safety of persons and property.

(h) The proposed assembly is to occur on private property unless the applicant has obtained the express written permission of the property owner or lessee.

(i) The proposed assembly is to occur on private property which has been utilized on two or more prior occasions in the previous twelve months to conduct outdoor public assemblies unless such recurring use has been approved through the appropriate City officials as determined by City planning or permitting services.

(j) The proposed assembly will require the closure of streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. or between 4:00 p.m. to 6:00 p.m.

(3) Any event which will involve the erection or placement of any structure, whether permanent or temporary, on a City street, sidewalk, or right-of-way must be approved through the appropriate City officials as determined by City planning or permitting services.

(4) No permit shall be issued unless all other permits and requirements have been met to include, if applicable, but not limited to any required park facility use contract, alcohol license,

temporary use permits, storm water compliance, building permits, and all approvals from each City department represented reviewing the application.

(5) If a permit application for an outdoor public assembly permit that is being made in connection with one or more applications for loudspeakers or sound amplification devices under Chapter 42 of the City Code is denied, the Manager of the Special Events Office, or his/her designee may also deny the associated application for a loudspeaker or sound amplification device permit notwithstanding the provisions of Chapter 42 of the City Code.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.06. - Issuance of Permit; Conditional Approval; Notice of Rejection of Application for Permit.

(1) Within fifteen (15) business days of receiving a completed application for a permit under this Chapter and all items and information required by Manager of the Special Events Office, or his/her designee, the Manager of the Special Events Office shall decide whether to conditionally approve the application and issue a permit. The applicant must provide the items required by Section 18B.15 within ten (10) business days of being provided conditional approval by the Office of Special Events. If the applicant fails to provide those items within the allotted period, the application shall be deemed incomplete and disapproved. If those items are provided within that time, the application shall be deemed approved as of the date the applicant submits the last of the required items.

(2)

Upon receipt of an incomplete application for a permit under this Chapter, the Office of Special Events shall act promptly to notify the applicant that the application is incomplete and what additional information is required to complete the application.

(3) If an application for a permit under this Chapter is denied, the Office of Special Events shall provide the applicant with notice and written reasons for denial within five (5) business days of the denial by U.S. First Class mail, electronic mail or fax machine, to the name and address set forth on the application for the permit.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.07. - Appeal Procedure.

If an application for a permit under this Chapter is denied, the applicant, within five (5) business days of receipt of the notice of denial, may appeal the denial to the Chief Administrative Officer (CAO), or his/her designee, by filing a written notice with the Office of Special Events with a copy to the City Clerk. The CAO shall consider the appeal and shall render final decision in writing based upon the documents and circumstances presented within five (5) business days of receiving the appeal. Judicial review of any such final decision may be obtained by a writ of common law certiorari in the Circuit Court of the Ninth Judicial Circuit, filed within five (5) days of rendition of the final decision.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.08. - Alternative Permit.

The Manager of the Office of Special Events or his/her designee, in denying an application for a permit may, in the interest of traffic control and public safety, authorize the conduct of the assembly on a date, at a time, over a

route or in a location different from that named by the applicant. An applicant desiring to accept an alternative permit shall, within five (5) days after notice of the action of the Manager of the Office of Special Events or his/her designee, file a written notice of acceptance with the Office of Special Events. An alternative permit shall conform to the requirements of, and shall have the effect of, a permit under this chapter.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.09. - Notice to City Officials.

Immediately upon the issuance of a permit, the Special Events Office shall send a copy thereof to the following:

(1) Mayor;

(2) City Clerk;

(3) Transportation Engineer;

(4) Fire Chief;

(5) Chief of Police;

(6) Code Enforcement Division Manager;

(7) Any other city official that the Special Events Office deems appropriate.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.10. - Contents of Permit.

Each permit shall state, at minimum, the following information:

(1) Nature of the assembly.

(2) Date of the assembly.

(3) Starting time and termination time of the assembly.

(4) The location of the assembly or the portions of the streets, parks or other public facilities to be traversed or occupied by the assembly.

(5) The approximate number of persons, animals and/or motor vehicles that will participate in the assembly.

(6) The approximate number of spectators who will be present at or near the assembly.

(7) The restriction that the assembly be conducted in manner consistent with what was described in the approved permit application.

(8) Such other restrictions as the Manager of the Special Events Office shall find reasonably necessary or appropriate for the security of life or health, provided however that that such additional restrictions shall not relate to or be based on the content of any speech.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.11. - Duties of Permittee.

(1) A permittee hereunder shall comply with all permit directions and conditions, and with all applicable laws and ordinances.

(2) Each event must have an onsite contact who shall be present and available during all phases of the event, including setup, event hours, and teardown. The onsite contact shall identify themselves as such to any City employee while such City employee is conducting their official or assigned duties.

(3)

The onsite contact shall carry the permit upon his or her person, or have it available electronically, during the conduct of the assembly and shall display the permit upon demand to any City employee while they are conducting their official or assigned duties.

(4) A permittee hereunder shall clean the public assembly area, including all closed streets, sidewalks, rights of way, hardscape and landscape areas, within four (4) hours of the end of the event, unless approved by the Manager of the Special Events Office. Cleaning shall be conducted in accordance with the City's guidelines. Failure to clean appropriately, or repair any damage to City property caused during the event, and any costs associated will be the full responsibility of the permittee. Failure to pay for damage or clean-up will result in denial of future permits until such fee is paid.

(5) The permittee shall not dump or allow the dumping of grease from vendor carts or other food service equipment on any street, sidewalk, right-of-way, streetscape, or landscape area, including storm drains.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.12. - Public Conduct During Assemblies.

(1) *Interference.* No person shall unreasonably hamper, obstruct or impede, or interfere with any duly licensed assembly, or with any person, vehicle, or animal participating or used in such assembly.

(2) *Driving Through Parades.* No driver of any vehicle, unless specifically permitted by a law enforcement officer, traffic control specialist, or city traffic control personnel working the event in their

official capacity, shall drive between the vehicles of persons comprising a duly licensed parade when such vehicles or persons are in motion and are conspicuously designated as a parade.

(3) *Parking on Parade Route or in Area Near Assembly.* The City shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade or an area needed for the safe and efficient flow of traffic to or from an assembly. The City shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.13. - Revocation of Permit.

The Manager of the Special Events Office or the Chief of Police shall have the authority to revoke a permit issued hereunder instantly upon violation of any one or more of the conditions or standards for issuance as herein set forth or when a public emergency arises where the City or emergency resources required for that emergency are so great that deployment of such services for the assembly would have an immediate and adverse effect upon the welfare and safety of persons or property.

The Manager of the Special Events Office shall also have the authority to revoke a permit issued hereunder prior to the assembly with notice to the permittee if a change in circumstances has arisen since the permit was issued which, in conjunction with the conduct of the permitted assembly, is reasonably likely to substantially interrupt the safe and orderly movement of

vehicular and pedestrian traffic in the area of the assembly or cause an unresolvable conflict with construction or development in the area of the assembly.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.14. - Unlawful Discrimination Prohibited.

It shall be unlawful for any permittee, or any agent or employee of the permittee, either directly or indirectly:

(1) To unlawfully discriminate against any natural person by refusing, withholding, or denying to such person any of the services, advantages, facilities or privileges offered or available to any other person attending the assembly, or by setting different rates or charges therefor, or by placing or attempting to place any such natural person in a separate and segregated section or area at the assembly.

(2) To publish, circulate, display, post or mail any written or printed communication or notice to the effect that any of the services, advantages, facilities or privileges of the assembly will be refused, withheld or denied to any natural person on account of the person's race, color, religion, national origin, ancestry, or sex, or that the person's attendance and presence at the assembly is unwelcome or objectionable, or that the person will be prohibited from mingling with other persons at the assembly because of the person's race, color, religion, national original, ancestry or sex.

(3)

To aid, abet, incite or coerce the doing of any act declared herein to be unlawful, or to prevent or attempt to prevent any person from complying with the provisions of this section.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.15. - Indemnification and Insurance.

(1) *Indemnification*. The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made, by filing a permit application shall represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the assembly or any of its participants. No such indemnification agreement shall require that the applicant indemnify the City for damage, injury, or deaths that are caused the reactions of third parties to applicant's speech or expressive conduct or that of participants in the assembly unless said speech or expressive conduct constitutes either an incitement to imminent lawless action or fighting words. Nor shall any such indemnification agreement require that the applicant indemnify the City against meritorious claims stemming from a deprivation of the constitutional rights of any person by any City employee acting in their official capacity.

(2) *Insurance*. Except for applicants who are City employees applying for permits for City-sponsored events, all applicants shall provide proof of insurance in the minimal coverage per City policy, and

which also provides confirmation indemnifying the City against liability as provided in section 18B.14(1) of this Code. Events with alcohol must provide host or liquor liability insurance based upon sale, service, or consumption.

(3) *Waiver of insurance requirement; appeal*. The insurance requirement shall be waived by the Manager of the Special Events Office, or his/her designee, if the activity proposed by the applicant involves (1) expressive speech protected by the First Amendment to the United States Constitution, (2) will occur in a public forum, (3) does not include liability of property damage risk factors beyond those typically associated with the ordinary public use of the property, (4) the insurance requirement would be so financially burdensome that it would preclude the applicant from exercising First Amendment rights, and (5) adequate alternate channels of expression are not available. Within five (5) business days of receiving a request, the Manager of the Special Events Office, or his/her designee, shall render a written decision on whether the insurance requirement shall be waived and shall set forth the reasons for the decision. An applicant wishing to appeal the decision of the Manager of the Special Events Office may appeal the denial within five (5) business days of receipt of the notice of denial to the Chief Administrative Officer (CAO), or his/her designee, by filing a written notice with the Office of Special Events with a copy to the City Clerk. The CAO shall consider the appeal and shall render final decision in writing based upon the documents and circumstances presented within five (5) business days of receiving the appeal. Judicial review of any such final decision may be

obtained by a writ of common law certiorari in the Circuit Court of the Ninth Judicial Circuit, filed within five (5) days of rendition of the final decision.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.16. - Block Parties.

(1) The Office of Special Events may issue a block party permit, at a fee established by Resolution of City Council, for a neighborhood block party when all of the following conditions are met:

(a) A written application for a block party permit is received by the Office of Special Events not less than fourteen (14) calendar days and not more than one calendar year prior to the event. All applications for block party permits shall be signed by the applicant under oath subject to the provisions of section 837.06 of the Florida Statutes.

(b) The event is closed to the general public.

(c) No commercial activity, sales, vending, or advertising of any kind is to be conducted on the public street, sidewalk or other right-of-way while the block party is in progress.

(d) No sound amplification equipment or devices are to be used without a separate permit issued pursuant to Chapter 42 of this Code.

(e) No admission fee is charged or solicited.

(f) No alcohol is permitted, served or consumed on the street, sidewalk, or other right of way.

(g) The street is classified as a local street by the City Transportation Engineer, the closing of which would not be detrimental to the safety of vehicular and/or pedestrian

movement as determined by the City Transportation Engineer.

(h) The anticipated attendance of the block party shall not equal or exceed one hundred persons at any point in time.

(i) The block party shall begin no earlier than 10:00 a.m. and shall end no later than 10:00 p.m. the same day; except that a block party that begins on December 31 shall end no later than 1:00 a.m. on January 1.

(i) If the neighborhood where the block party is planned is governed by a mandatory homeowners association, the applicant for the permit may be the association, acting through its representative board of directors, or one (1) or more neighborhood residents. If the neighborhood is not governed by a mandatory homeowners association, the applicant shall be one (1) or more neighborhood residents. All applications shall be accompanied by a petition of nonobjection to the block party that has been signed by at least a majority of the persons residing in the homes on the local street where the block party is planned to take place.

(j) Notice is provided to persons residing within the impacted neighborhood. In determining whether to issue a block party permit, the Office of Special Events may take into consideration any objections to the block party raised by residents of the impacted neighborhood.

(2) A block party shall be limited to an area which does not exceed one city block and must be conducted in fashion which allows for the ingress and egress to the impacted neighborhood by residents, visitors, and emergency services. The permittee shall control the parking of motor vehicles so as not to create a hazard or an unsafe

condition adjacent to or near the location of the block party, shall place cones, a movable barricade or the like at the site of the local street where the block party takes place, and shall ensure that no motor vehicles, inflatables, tents, canopies, banners, stages, and/or fixed barriers obstruct access to the street for a width of at least fourteen (14) feet, and a vertical distance of at least thirteen and one-half (13½) feet.

(3) Block party permits shall not be issued for a particular road more than four times per calendar year.

(4) Block party permits shall only be issued for neighborhood block parties occurring in areas zoned as residential codes R-1, R-1N, R-1A, R-1AA, R-2A, R-2B, R-3A, R-3B, R-3C and R-3D.

(5) The Manager of the Special Events Office or the Chief of Police shall have the authority to suspend or revoke a block party permit issued hereunder instantly upon violation of any one or more of the conditions or standards for issuance as herein set forth.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Sec. 18B.17. - Penalties.

(1) It shall be unlawful for any person to stage, present, or conduct any assembly or block party without first having obtained permits therefor as herein provided.

(2) It shall be unlawful for any person to knowingly participate in an assembly or block party for which permits have not been granted.

(3) It shall be unlawful for any person in charge of or responsible for the conduct of a duly licensed assembly or block party to knowingly fail to comply with any condition of a permit.

(4) Any person violating the provisions of any section of this chapter shall be subject to arrest and punishment as provided in Section 1.08 of this Code.

(Ord. No. 2025-31, § 4, 11-10-2025, Doc. #25111012a)

Chapter 52 - SPECIAL EVENTS

ARTICLE I. - SPECIAL EVENT PERMITS

It is the intent of this chapter to encompass the requirements for special events located on both public and private property in the city.

Sec. 52-1. - Definitions.

The following words, terms and phrases, when used herein, shall have the meanings ascribed to them in this Code, except where the context clearly indicates a different meaning:

City-hosted event shall mean such events to include, but are not limited to, street naming ceremonies, food drives/giveaways, and holiday celebrations where the city, as host of the event, uses its own resources and services.

City-sponsored event shall mean a special event where the city provides sponsorship through monetary and/or in-kind contribution and where the city is recognized either through the permissible use of the city seal or other similar recognition for the event.

Large special event is a special event where it is reasonably expected that more than 1,001 persons will be in attendance at any given time.

Medium special event is a special event where it is reasonably expected that 251 to 1,000 persons will be in attendance at any given time.

Pop-up event means events for the temporary sale of goods and merchandise, advertising, or for a limited period of time.

Seasonal sales event means events for the temporary sale of seasonal items including, but not limited to, Christmas trees, pumpkins, fireworks and other items sold during holiday seasons.

Special event means events of limited duration, open to a designated number of people which involves the use of public parks; public rights-of-way; privately-owned property; publicly-owned property or any combination of the above, and:

(1) Which includes entertainment, dancing, music, dramatic productions, art exhibitions, or the sale of merchandise, food or alcohol, or any combination of the foregoing;

(2) Which requires the erection of stages, utility poles, booths, tents, or other temporary structures, or the use of parked vehicles or of permanent structures;

(3) Which of necessity requires for its successful execution the provision and coordination of municipal services to a degree significantly over and above that which the city routinely provides under ordinary everyday circumstances;

(4) Which is not one of the authorized uses of a property and is an event which is not included as a customary, primary, or ancillary use as identified in its certificate of use. For those properties that do not require certificates of use, such as one- or two-family homes, it is an event that is over 100 people and impacts traffic and access to the public right-of-way;

(5) Which involves any group of persons and/or vehicles moving on a street or streets of the city under permit as herein provided in accordance with a plan or common purpose for a celebration,

display, exhibition, show, or advertisement, whether for public, semi-public, or private purposes, but does not include a parade as defined in chapter 54 of this Code.

(6) For a special event which shall occur in one of the city parks, the special event shall include the above as well as the sale of alcoholic beverages.

Small special event is a special event where it is reasonably expected that up to 250 persons will be in attendance at any given time.

Special event permit means a permit as required by sections 52-2 or 38-74 of this Code.

Street or *streets* shall have the same meaning as provided in section 54-1 of this Code.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-2. - Special events in general; duration and limitations; city commission waiver.

(a) It shall be unlawful to conduct or engage in a special event without first obtaining an approved special event permit.

(b) A special event may occur on public, private or in a combination of public and private properties that would require special review by the city.

(c) Special event permits will delineate all other temporary uses included for the event, i.e., tents, temporary structures, barricades, fencing, and the like, necessary for the event.

(d)

The special event location shall be restored to its original condition and all temporary structures shall be broken down after each special event period.

(e) Where a special event, including but not limited to, a carnival, parade, party, block party, neighborhood celebration event, festival, fair, outdoor sales, or similar type of event is permissible on privately owned property, the event shall be subject to the following:

(1) Special events, which include mechanical rides, are permissible only on Thursdays, Fridays, Saturdays, and Sundays and/or legal holidays, unless other days are approved by the city commission. Otherwise, on all other days, these events shall be Permitted only at Watson Island, Virginia Key and the facilities and parking lots of Miami Marine Stadium, and the Marlin's Stadium.

(2) Special events, which do not include mechanical rides, are permissible on any day of the week.

(f) Open air and outdoor music festivals, concerts or noise generating, except for Historic Virginia Key Beach and Park, special events shall only occur between the hours of 7:00 a.m. to 11:00 p.m. on city-owned properties or facilities.

(g) No more than four special events shall be permitted, each for a maximum duration of seven consecutive days, to be held on the same private property or portion thereof per calendar year. The above-referenced seven days shall not include days required to set up or break down the event.

(h) Special events on City of Miami Property:

(1)

City of Miami owned, operated and maintained property, including public right-of-way, parks, Marine Stadium and street festivals, shall be permitted up to ten calendar days per organization, per year.

(2) City of Miami owned but leased property, such as "the Hanger" and "Watson Island," shall be permitted up to ten special events per year each for 14 days per location.

(i) The above limitations on special events may be waived by an affirmative vote of the city commission for the calendar year affected. Any such additional permit(s), however, will be limited to 14 consecutive days at a time.

(j) A special event hosted, not sponsored, by the city shall not be required to obtain a special event permit. Such events include, but are not limited to, street naming ceremonies, food drives/giveaways, and holiday celebrations.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-3. - Application, time for filing.

A complete, written, and notarized application for a special event permit shall be timely filed with the city manager, or designee, on an approved form not fewer than the following corresponding days:

(1) *Small special events:* 30 days before the event.

(2) *Medium special events:* 30 days before the event.

(3) *Large special events:* 45 days before the event.

The above application period is intended to allow for adequate arrangements to be made for the provision of proper personnel, equipment and supplies, sanitation (litter, debris and human wastes), wastewater, utilities, building permitting and inspection, park maintenance and

restoration. Applications that do not comply with this requirement shall only be considered upon payment of double the application fee and availability of city staff to review.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-4. - Application requirements.

(a) Applications for special event permits shall be submitted in application forms as provided by the city. The application fee shall be established by the city manager, or designee. The application will not be considered unless accompanied by such plans, reports, photos, exhibits, documents, or other information required below.

(b) The applicant shall provide all information as required based upon the permit sought as set forth by the city manager, or designee, which may include, security plan, fire safety plan, solid waste plan, noise attenuation plan, or other such information as needed.

(c) Proof of payment of a nonrefundable application fee.

(d) Payment of a security deposit. A refundable security deposit, as determined by the city manager, or designee, in the form of, cash, a cashier's check, or irrevocable letter of credit, may be required prior to the issuance of the permit. Based on the scope and location of the event, a pre- and post-event site inspection may be conducted, at the city's discretion, by the applicant and appropriate city personnel to determine existing conditions and evaluate potential damages, if any. Security deposits will be refunded approximately in three to four weeks after the event if all conditions are followed; public property is left in as good condition

or better and without damage and all city invoices paid. Failure to comply with conditions imposed may result in forfeiture of the entire or part of deposit.

(e) Referrals. The city manager, or designee, shall make referrals as specified herein based on the nature of the application.

(1) Building;

(2) Fire;

(3) Office of film and entertainment;

(4) Police;

(5) Public works;

(6) Risk management;

(7) Solid waste;

(8) Zoning; and

(9) Other departments or agencies as needed.

(f) A fee of $0.25 per day per linear foot of street obstructed by the special event shall accompany each permit application to the department of resilience and public works for the use of the public right-of-way. The linear footage shall be calculated by the department of resilience and public works utilizing the city's officially established monument lines. The director of the department of resilience and public works shall have the authority to prorate the fee on an hourly basis for special events of less than 24-hour total duration.

(Ord. No. 14357, § 2, 3-13-25; Ord. No. 14368, § 2, 6-17-25)

Sec. 52-5. - Criteria for issuance of special event permit.

The city manager, or designee, will issue a special event permit when, from a consideration of the application and from such other information as may otherwise be obtained, the following criteria, appear to be satisfied:

(1) For a special event to take place wholly or partially on the public right-of-way, the conduct of the special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to the special event;

(2) For a special event to take place wholly or partially in a park, the conduct of the special event will not substantially interrupt the use of the park by other members of the public;

(3) The police department can provide police services adjacent to the Permit area to regulate vehicular and pedestrian traffic, with the availability of a sufficient contingent of on-duty personnel to provide such services without diminishing routine service levels to the entire community;

(4) The concentration of persons and vehicles at the special event will not unduly interfere with proper fire and police protection or ambulance service to areas contiguous to the special event;

(5) The special event will not interfere with the movement of firefighting equipment en route to a fire;

(6) Submittal of a complete application that includes all of the documentation and approvals set forth herein.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-6. - Criterial for denial of special event permits.

The city manager, or designee, may deny a permit to an applicant when:

(1) The special event intended by the applicant would conflict with previously planned programs organized and conducted by the city and previously scheduled for the same time and place;

(2) The proposed special event is prohibited by, or inconsistent with, the classifications and uses of the park, or part thereof, designated pursuant this chapter;

(3) The special event would present an unreasonable danger to the health or safety of the applicant, or users of a park, or city employees, or the public;

(4) The special event is prohibited by law, or by this code, or is not in compliance with the Americans with Disabilities Act (ADA);

(5) The application for permit contains a material falsehood or misrepresentation;

(6) The applicant is legally incompetent to contract, or to sue and be sued;

(7) The applicant, or the person on whose behalf the application for permit was made, has on a prior occasion made material misrepresentations regarding the nature of scope of an event or activity previously permitted or has violated the terms of prior permits issued to or on behalf of the applicant;

(8) The application for permit is not fully completed and executed, or does not include all required permits, plans, and other required documentation within the required time period;

(9) The applicant or the person on whose behalf the applicant for permit was made, has on prior occasions damaged city property and has not paid in full for such damage;

(10)

A state of federal, state or local emergency has been declared by lawful authority for the proposed time;

(11) An applicant has failed to complete payment of any sums required for a previously permitted special event until such time as payment is received, or may condition the granting of a new permit on the payment of amounts in arrears in connection with previous special events;

(12) An applicant has failed to substantially perform a cleanup plan which was made a condition of a previous permit, or who has defaulted on a previous sanitation bond or fee or supplemental user fee deposit in connection with a permitted special event until such time as restitution is made;

(13) The applicant has failed to pay any required fees or security deposits or submitted all of the required supporting documentation, or provided the required insurance;

(14) A fully executed and complete prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular public right-of-way, park, or part thereof; and

(15) The applicant or the venue has conducted a special event on a prior occasion without obtaining a special event permit.

No applicant for, or recipient of, a special event permit shall be required to provide for, or pay for the cost of, public safety personnel necessary to provide for the protection of a festival and its attendees from hostile members of the public or counter-demonstrators or for general law enforcement in the vicinity of the special event. However, the holder of a permit shall be required to provide for a plan for internal security for the

special event and shall be required to provide and pay for off-duty police officers and private security guards for such internal security purposes as required by the chief of police, or designee. In determining the adequacy and appropriateness of any internal security plan, the chief of police, or designee, shall be guided solely by considerations of the number and qualifications of off-duty police and private security guards necessary to provide internal security within the boundaries of the special event, as indicated by experience with similar events

No permit shall be denied, nor shall the applicant for a permit be given less favorable treatment as to time, manner, or place on account of any message which may be conveyed at a festival, or on account of the identity or associational relationships of the applicant, nor to any assumptions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the special event.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-7. - Insurance and indemnity.

Indemnity, hold harmless and insurance. It shall be a condition precedent to the issuance of any such permit that the applicant shall indemnify, defend and hold the city harmless from all claims, suits or actions of any kind whatsoever arising out of or resulting from the special event, the issuance of the permit, or the operations or activities of the permittee and shall, further, indemnify, defend and hold the city, its officials, and employees harmless for any injuries, losses, or damages arising or resulting from the special event including any injuries, losses, or damages resulting from alleged negligent acts or omissions on the part of the city. The applicant shall ensure that adequate safety precautions are in effect at all times during the term of the permit. It

shall be a further condition precedent to the issuance of any such permit for the event that the permit holder(s) is/are jointly and severally responsible, at each permit holder's expense, for any damages regarding restoring the public right-of-way to its original condition before installation of facilities.

(1) *Non-governmental applicant(s).* Prior to the issuance of any such permit, the non-governmental applicant(s) shall provide the city with a certificate of insurance affording coverage for commercial general liability with limits of at least $1,000,000.00 per occurrence, $2,000,000.00 aggregate for bodily injury and property damage. The certificate must be endorsed to reflect primary and noncontributory, and further insure against contingent and contractual exposures, personal and advertising injury, underground hazards, if applicable and products and completed operations. At the request of the city, the applicant shall also furnish additional lines of coverage with limits acceptable to the city in connection with the scope of services contemplated under this permit. The city must be listed as additional insured on all applicable third-party liability policies. The insurance herein required shall remain in full force and effect during the entire term of the permit. Additionally, all such insurance for non-governmental applicant(s) shall be subject to annual review by the city's risk management department and the applicant shall be required to update as necessary to protect the city as set forth in this section.

(2) *Government applicant(s).* Prior to the issuance of any such permit, the governmental applicant(s) shall submit to the city a certificate of insurance or letter of self-insurance for each

governmental applicant in accordance with and subject to the limitations as set forth in F.S. § 768.28.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-8. - Application determination.

(a) Decisions of the city manager, or designee, regarding special event permits shall be amended by reports received on the referrals as provided in section 52-4. Approvals of special event permits for special events by the city manager, or designee, shall be based on the criteria utilized by the different departments or other governmental agencies upon which referrals were made. Such criteria shall be as determined by each of the city departments or agencies and as regulated by other applicable laws. The city manager, or designee, shall review comments as provided by each city department or agency to determine whether the proposed event complies with all of the individual criteria. A recommendation of denial by any department or agency shall be accompanied by specific findings which enumerate how the request does not comply with their individual criteria. The duration of each special event shall be clearly stated within the approved Permit.

(b) Approvals of applications shall be issued when such application is complete and complies with all applicable criteria and requests.

(c) Conditional approvals of applications shall be issued when such applications require conditions to be satisfied in order to be found in compliance with applicable criteria.

(1) The city manager, or designee, shall have authority to attach to the grant of a special event permit such conditions and safeguards as may be necessary. Such conditions and

safeguards shall be based upon, and consistent with, considerations and standards applicable to the special event permit. The requirement for any such conditions or safeguards shall be supported by stated reasons, based upon such considerations and standards, and no such condition or safeguard shall establish special limitations and/or requirements beyond those reasonably necessary for the accomplishment of the purpose for which the condition or safeguard is attached.

(2) Failure to comply with conditions and safeguards, when attached to the grant of a special event permit, shall be deemed a violation of this Code.

(d) Denials of applications shall be issued if after conditions and safeguards have been considered and the application still fails to comply with all applicable criteria; any provision of this Code will be violated by the special event; or for any other good cause determined by the city manager, or designee.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-9. - Informal notice and hearing.

No formal public notice or hearing is required in connection with special event permits, however, the following may be required as directed by the city manager, or designee:

(1) Notice to adjacent property owners. When required, at the time of initial application, the applicant will notify all abutting property owners, including those abutting across the street or alley, on an approved city form via first class mail.

In the case of adjacent commercial buildings or condominiums or other multi-family housing, only one notice to the condominium association, or building owner will be sent.

(2) Courtesy notice to registered neighborhood and/or homeowner associations. All neighborhood and/or homeowner associations that wish to receive a courtesy notice of special event permit applications in their area, shall register with the city on a yearly basis. Such registration shall consist of a letter to the city, in which the association shall request such notification and shall specify the name, address, telephone number and electronic mail (E-mail) address of the official representative of the association, designated to receive said notice and a list of all the officers of said association.

(3) The applicant shall submit, with the application proof of mailing which may be accomplished by affidavit.

(4) At the city manager's, or designee's, discretion, only email notice, in lieu of email and mail notice, will be required to the registered neighborhood and/or homeowner associations based on the size and nature of the special event in question, if the special event does not impact the surrounding area at all.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-10. - Withdrawal of application; effect of withdrawal.

An application for a special event permit may be withdrawn by the applicant at any time prior to a decision without restrictions as to a resubmittal. An applicant who withdraws an application shall not be entitled to any refund of the application fee.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-11. - Approvals, approval with modifications, denials, and alternates times.

(a) The city manager, or designee, shall approve, approve with conditions, deny, or modify the permit. If the application is denied, such notice will state the reasons for denial.

(b) Alternate date, time, or location. The city manager, or designee, in denying an application for a special event permit, shall be empowered to authorize the conduct of the Special Event on a date, at a time or location different from that requested by the applicant. An applicant may propose and provide for the on-duty police officers to be supplemented by the number of off-duty officers providing special police service as required to maintain adequate routine service levels pursuant to chapter 42 of this Code. An applicant desiring to accept an alternate permit shall, within five days after notice of the action of the city manager, or designee, file a written notice of acceptance with the city manager, or designee. An alternate special event permit shall conform to the requirements of, and shall have the effect as, a special event permit under this article.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-12. - Appeals.

Any applicant shall have the right to appeal the denial of a special event permit to the city manager. The appeal shall be filed with the city manager within seven days after the notice of denial is received. The city manager shall

act in writing upon the appeal within seven days from receipt. Any applicant aggrieved by the decision of the city manager may seek immediate judicial review.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-13. - Compliance; possession of permit.

(a) A permittee under this Code shall comply with all permit directions and conditions, and with all applicable laws, sections of this Code, and other ordinances; and

(b) The chair, or other person organizing or heading the special event, shall carry the special event permit personally at all times during the conduct of the special event and shall be produced upon demand by the city.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-14. - Revocation.

The city manager, or designee, shall have the authority to revoke a special event permit issued under this section upon finding that the criteria for issuance as set forth in this section no longer exist. A permittee may seek judicial review of any decision to revoke a special event permit.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-15. - Other public gatherings.

This section shall not prevent any person or persons from conducting a parade, assembling on the streets or sidewalks, in any park, or on public or private property, for the purpose of making any speech, engaging in

spontaneous expression, or conveying any message to the public or government without holding a permit pursuant to this section. Should any such persons wish to assemble for such purpose and should they not be holding a special event permit under this section, they shall not be prevented from doing so, provided that they have complied with any other ordinance or law, if there be any, regulating such other event or gathering.

(Ord. No. 14357, § 2, 3-13-25)

Secs. 52-16—52-25. - Reserved.

ARTICLE II. - SEASONAL SALES EVENT PERMITS

Sec. 52-26. - Seasonal sales event permit permits.

(a) Seasonal sales events shall be permitted subject to the applicable criteria listed herein on a vacant lot or portion of a lot not reserved for required parking purposes. Such uses may be Permitted in commercial and industrial transect zones and conditioned by a seasonal sales event permit for a period not to exceed five weeks. The city manager may require notice be sent to immediately adjacent (including immediately across the street) property owners.

(b) Seasonal sales applicants shall submit the same application as a special event as set forth in section 52-4 of the City Code and shall be subject to the same review, approval, denial, appeal and notification processes as set forth in sections 52-3, 52-5, 52-6, 52-7, 52-8, 52-9, 52-11, and 52-12 of the City Code.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-27. - Revocation.

The city manager, or designee, shall have the authority to revoke a seasonal sales event permit issued under this section upon finding that the criteria for issuance as set forth in this section no longer exist or items being sold are outside the scope of the seasonal sales permit issued.

(Ord. No. 14357, § 2, 3-13-25)

ARTICLE III. - POP-UP EVENT PERMITS

Sec. 52-28. - Pop-up event permits.

(a) Pop-up events shall be permitted subject to the applicable criteria listed herein on a vacant lot or portion of a lot not reserved for required parking purposes. Such uses may be permitted in commercial and industrial transect zones and conditioned by a pop-up event permit which shall be valid for no more than seven contiguous days. The city manager may require notice be sent to immediately adjacent (including immediately across the street) property owners.

(b) Pop-up applicants shall submit the same application as a special event as set forth in section 52-4 of the City Code and shall be subject to the same review, approval, denial, appeal and notification processes as set forth in sections 52-3, 52-5, 52-6, 52-7, 52-8, 52-9, 52-11, and 52-12 of this City Code.

(Ord. No. 14357, § 2, 3-13-25)

Sec. 52-29. - Revocation.

The city manager, or designee, shall have the authority to revoke a pop-up event permit issued under this section upon finding that the criteria for issuance as set forth in this section no longer exist or the activity occurring is outside the scope of the pop-up event permit issued.

(Ord. No. 14357, § 2, 3-13-25)

File Attachments for Item:

12. City Council Resolution No. 2026-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to participate in the Florida Brownfields Redevelopment Program provided for in and authorized by the "Brownfields Redevelopment Act" created under the provisions of Sections 376.77-376.85 Florida Statutes, as amended; designating certain lands within the City located at 2932 N US Highway 441, Lake City, Florida, and identified as Property Appraiser's parcel number 17-3S-17-05000-003, as a Brownfield area for the purpose of environmental remediation, rehabilitation and economic development as provided for in the act; providing for notification to the Department of Environmental Protection of the City's decision to designate a Brownfield area for rehabilitation; providing for an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE:

Originator: Richard Benderson

City Manager	Department Director	Date
Don Rosenthal	Scott Thomason	12.23.2025

Recommended Action:
Request approval from City Council to add property to Brownfield designation.

Summary Explanation & Background:

This is an administrative request is to expand the existing Brownfield Area in the City of Lake City to include the referenced property 2932 N US Highway 441. A 1.26 acre tract of land owned by Ms. Ceclia Davis. Ms. Davis has expressed interest and requested that her property be added to the Brownfield Area after being made aware of the resources that are available for redevelopment and assistance for properties in the designated Brownfield area.

Alternatives:

Source of Funds: None

Financial Impact: None

Exhibits Attached:

CM/rrp
02/26/2026

RESOLUTION NO 2026 - 036

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO PARTICIPATE IN THE FLORIDA BROWNFIELDS REDEVELOPMENT PROGRAM PROVIDED FOR IN AND AUTHORIZED BY THE "BROWNFIELDS REDEVELOPMENT ACT" CREATED UNDER THE PROVISIONS OF SECTIONS 376.77-376.85 FLORIDA STATUTES, AS AMENDED; DESIGNATING CERTAIN LANDS WITHIN THE CITY LOCATED AT 2932 N US HIGHWAY 441, LAKE CITY, FLORIDA, AND IDENTIFIED AS PROPERTY APPRAISER'S PARCEL NUMBER 17-3S-17-05000-003, AS A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION AND ECONOMIC DEVELOPMENT AS PROVIDED FOR IN THE ACT; PROVIDING FOR NOTIFICATION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF THE CITY'S DECISION TO DESIGNATE A BROWNFIELD AREA FOR REHABILITATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Brownfields Redevelopment Act, (the "Act") authorizes and provides for designation by resolution, of certain lands as a "Brownfield Area", and for the corresponding provision of environmental remediation, rehabilitation and economic development for such areas; and

WHEREAS, in December 2008 the City Council adopted Resolution 2008-082 designating the area therein as a brownfield area pursuant to the Act; and

WHEREAS, in November 2001 the City Council adopted Resolution 2011-095 designating the area therein as a brownfield area pursuant to the Act and

WHEREAS, the City of Lake City, Florida (the "City") has designated the land more particularly described in Exhibit "A" and as depicted on the map as Exhibit "B" attached hereto and incorporated herein by reference as a Brownfield Area; and

WHEREAS, on March 16, 2026, a public hearing was held near the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and other economic developments anticipated, neighborhood residents' considerations, and relevant local concerns in accordance with Section 376.80(2)(a), Florida Statutes; and

WHEREAS, the City has considered the criteria set forth in Section 376.80(2)(a), Florida Statutes,

as amended, namely:

a. Whether the Brownfield area warrants economic development and has a reasonable potential for such activities; and

b. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage; and

c. Whether the area has potential to interest the private sector in participating in rehabilitation; and

d. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the City wishes to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for remediation, rehabilitation, and economic development for purposes set forth in the Act; and

WHEREAS, the procedures set forth in Section 376.80 of the Act, as amended, including the notice and public hearing requirements set forth in Section 376.80(2)(a) of the Act and Sections 166.041 and 166.041(3)(c)(2), Florida Statutes, as amended, have been complied with; now, therefore,

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

1. The recitals and findings set forth in the preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this section.

2. The land described in Exhibit "A" and depicted on the map as Exhibit "B" attached hereto and incorporated herein by reference, located entirely within the incorporated area of the City, is hereby designated as a Brownfield Area for environmental remediation, rehabilitation, and economic development as set forth in the Act, under the following terms and conditions:

   a. The designation of the Brownfield Area by this resolution does not render the City responsible for the costs and liabilities associated with site remediation, rehabilitation, economic development, or source removal, as those terms are defined in the Act.

   b. Nothing in this resolution shall be deemed to prohibit, limit, or amend the authority and power of the City, otherwise legally available, to designate any other property or properties as a Brownfield Area, or to modify, amend, or withdraw the designation as established herein.

   c. If a property owner within the Brownfield Area requests, in writing, to have his or her

property removed from the Brownfield Area, the City shall grant the request.

d. In accordance with Section 376.80(1), Florida Statutes, as amended, the City hereby directs the City Manager of the City to notify the Florida Department of Environmental Protection of the City's decision to designate this Brownfield Area for the purposes of remediation, rehabilitation, and economic development.

e. This resolution shall become effective upon its adoption.

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 March, 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

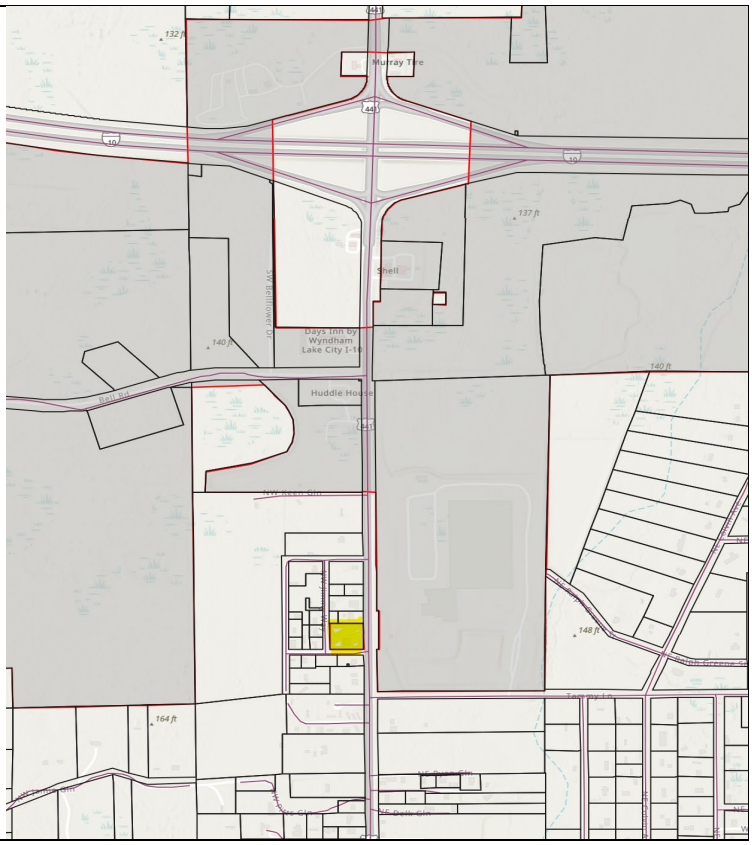
EXHIBIT "A"
Lake City Fl Legal Description
2932 North US Highway 441

Parcel Number: 17-3S-05000-003

A parcel of land lying in Section 17, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southeast Corner of SW 1/4 of NW 1/4, Section 17, Township 3 South, Range 17 East, and run thence South 89°47' West along the South line of said SW 1/4 of NW 1/4 , 66.6 feet to the West right-of-way line of U.S. Highway No. 441, thence run North 0°13' West along said West right-of-way line, 370 feet for a PONIT OF BEGINNING; thence run South 89°47' West on a perpendicular to said West right-of-way line, 256.0 feet, thence run North 0°13' West parallel to said West right-of-way line, 215 feet, thence run North 89°47' East on a perpendicular, 256.0 feet to said right-of-way line of U.S. Highway No. 441, thence run South 0°13' East along said West right-of-way line, 215 feet to the POINT OF BEGINNING. Said lands lying in the E 1/2 of SW 1/4 of NW1/4, Section 17, Township 3 South, Range 17 East, Columbia County, Florida.

Exhibit "B" LOCATION MAP

NW CASON PL
NW LAYTON Way
NW JIMMY Way
N US HIGHWAY 441
NW FARLEY PL
NW DOE RUN Gln
NW DEER RUN Gln
NW JAMIE Gln
NE RYAN Gln


Murray Tire
Shell
Days Inn by Wyndham Lake City I-10
Huddle House

STAFF REPORT

I. GENERAL DATA

MEETING DATE: January 5, 2026
SUBJECT: Brownfield Site Designation 2932 N US Hwy 441
APPLICANT: Administrative
PROJECT MANAGER: Richard Benderson, Principal Planner
STAFF RECOMMENDATION: Approval of Designation

II. ITEM SUMMARY

SUMMARY

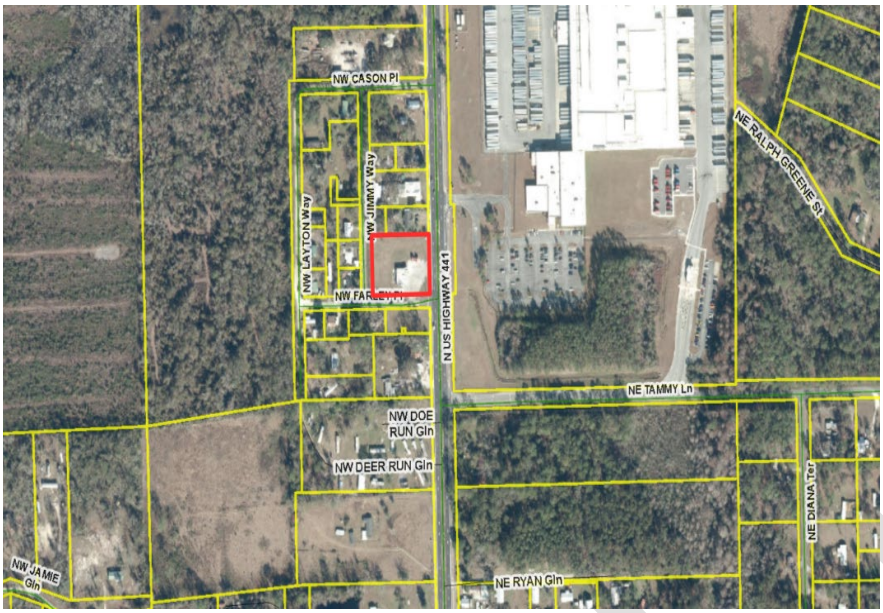
This is an administrative request is to expand the existing Brownfield Area in the City of Lake City to include the referenced property 2932 N US Highway 441. A 1.26 acre tract of land owned by Ms. Ceclia Davis. Ms. Davis has expressed interest and requested that her property be added to the Brownfield Area after being made aware of the resources that are available for redevelopment and assistance for properties in the designated Brownfield area.

Florida's Brownfields Redevelopment Program (administered by the Florida Department of Environmental Protection, FDEP) encourages voluntary cleanup and reuse of contaminated, underused or vacant properties by offering a regulatory pathway (BSRA → SRCO), state tax incentives and links to federal brownfields grants. Recent 2025 statutory changes broaden participation, clarify closure for portions of larger sites, and make it easier for local governments and some federally-regulated sites to participate.

SITE INFORMATION

2932 North US Highway 441, the property is 1.26+/- Acres generally located of North vacant land and single family residences; South of single family property; East of single family property; and West of Target Distribution Center.
Parcel ID: 17-3S-17-05000-003
Acreage: 1.26+/- Acres

DRAFT



SITE INFORMATION
2932 North US Highway 441, the property is 1.26+/- Acres generally located of North vacant land and single family residences; South of single family property; East of single family property; and West of Target Distribution Center.
Parcel ID: 17-3S-17-05000-003
Acreage: 1.26+/- Acres

III. BACKGROUND

The property located at 2932 North US Highway 441, was annexed into the city on September 3, 2024, after the establishment of through out the city in 2008 and site specific in 2011 designation.

IV. INTENT

The intent of this request is to add the referenced property, 2932 North US Highway 441 to the city's brownfield list therefore allowing the property to be eligible for brownfield designated resources.

V. PUBLIC NOTICE

Public notice requirements have been by providing, notices were published per statutes.

VI. STAFF ASSESSMENT AND CONCLUSION

DRAFT

Staff has reviewed the property at 2932 North US Highway 441 for potential inclusion as a Brownfield site under the Florida Brownfields Redevelopment Act (Sections 376.77-376.85, Florida Statutes). The Act defines a Brownfield site as real property where expansion, redevelopment, or reuse is complicated by actual or perceived environmental contamination.

Historical records and site assessments indicate prior commercial uses that have resulted in perceived or confirmed contamination, hindering full economic utilization. This aligns with the Act's criteria, as the property qualifies as underused due to environmental concerns.

Designation would enable voluntary cleanup through a Brownfield Site Rehabilitation Agreement, providing liability protections, regulatory incentives, and access to financial tools such as tax credits. The site's location along a key corridor supports economic revitalization, job creation, and community benefits consistent with the Act's goals of reducing environmental hazards and promoting redevelopment.

Staff believes the property fully qualifies under the Florida Brownfields Redevelopment Act and strongly recommends its addition to the Brownfield site designation to facilitate safe rehabilitation and productive reuse.

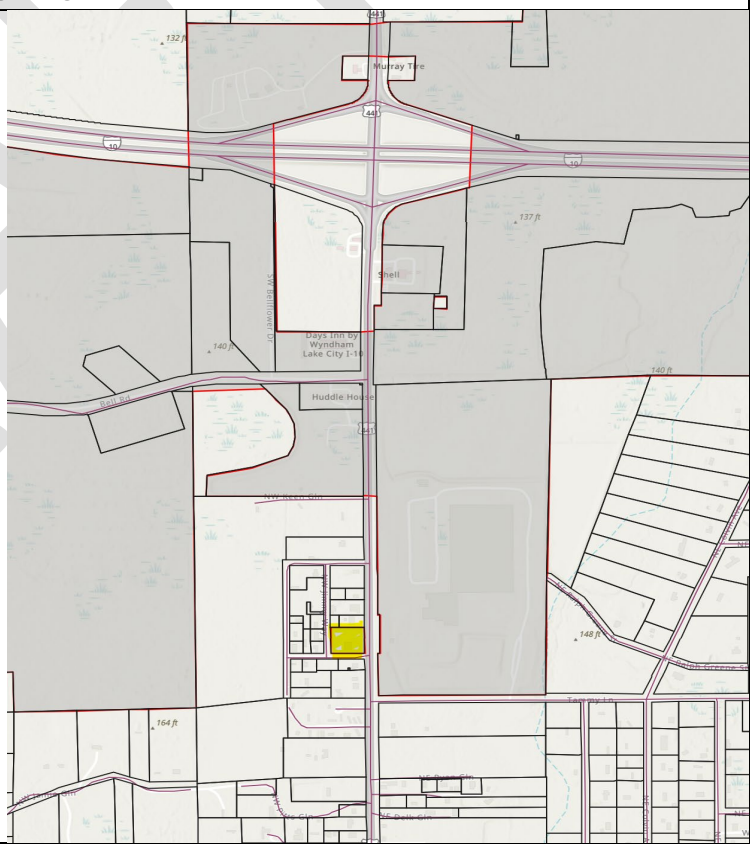
DRAFT

EXHIBIT "A"
Lake City Fl Legal Description
2932 North US Highway 441

Parcel Number: 17-3S-05000-003

A parcel of land lying in Section 17, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southeast Corner of SW 1/4 of NW 1/4, Section 17, Township 3 South, Range 17 East, and run thence South 89°47' West along the South line of said SW 1/4 of NW 1/4 , 66.6 feet to the West right-of-way line of U.S. Highway No. 441, thence run North 0°13' West along said West right-of-way line, 370 feet for a PONIT OF BEGINNING; thence run South 89°47' West on a perpendicular to said West right-of-way line, 256.0 feet, thence run North 0°13' West parallel to said West right-of-way line, 215 feet, thence run North 89°47' East on a perpendicular, 256.0 feet to said right-of-way line of U.S. Highway No. 441, thence run South 0°13' East along said West right-of-way line, 215 feet to the POINT OF BEGINNING. Said lands lying in the E 1/2 of SW 1/4 of NW1/4, Section 17, Township 3 South, Range 17 East, Columbia County, Florida.

Exhibit "B" LOCATION MAP



CITY COUNCIL RESOLUTION 2026-XX

Resolution Number: 2026-036
Passed on first reading on April 6, 2026

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	✓			
Tammy Harris, Council Member	✓			
Chevella Young, Council Member	✓			
Ricky Jernigan, Council Member	✓			
James Carter, Council Member	✓			

Certification

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

Audrey Sikes

AUDREY SIKES, MMC
City Clerk

File Attachments for Item:

13. City Council Resolution No. 2026-043 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the Columbia County Board of County Commissioners for the acquisition of the Waste Water Treatment Plant generally identified as the North Florida Mega Industrial Park Waste Water Treatment Plant; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
03/20/2026

RESOLUTION NO 2026 - 043

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE ACQUISITION OF THE WASTE WATER TREATMENT PLANT GENERALLY IDENTIFIED AS THE NORTH FLORIDA MEGA INDUSTRIAL PARK WASTE WATER TREATMENT PLANT; 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 Columbia County Board of County Commissioners (the “County”) owns a wastewater collection, transmission, treatment, and disposal system, located east of the North Florida Mega Industrial Park in Columbia County, Florida, (the "WWTP”); and

WHEREAS, the City of Lake City (the “City”) operates the WWTP for the County by virtue of the terms of an operations agreement approved by the City and the County in 2025; and

WHEREAS, the County and the City are each willing to enter into a contract whereby the County would sell and assign to the City the WWTP, its assets, and certain associated liabilities (collectively, the “Purchased Interests”), and the City would purchase from the County the Purchased Interests; and

WHEREAS, the County has the power and authority to sell the WWTP and the City has the power and authority to acquire the Purchased Interests and to operate the WWTP in order to provide wastewater infrastructure and treatment services within Columbia County; and

WHEREAS, pursuant to Section 180.301, Florida Statutes, and Section 125.3401, Florida Statutes, the City and the County have each, respectively, conducted the required public hearings, examined the details of the purchase and sale of Purchased Interests relative to the provision of wastewater service to present and future citizens of the City and Columbia County, and have each determined the acquisition and sale of the Purchased Interests is in the public interest; and

WHEREAS, the City and the County each desire to enter into that certain contract whereby the County will sell to the City and the City will purchase from the County the Purchased Interests by adopting the terms of the proposed contract in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, purchasing the Purchased Interests by approving and entering into 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. Purchasing the Purchased Interests, including the WWTP, by approving and entering into the Agreement is in the public or community interest, and furthers the public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

AGREEMENT FOR SALE AND PURCHASE

OF

CERTAIN WASTEWATER SYSTEM ASSETS

BY & BETWEEN

THE CITY OF LAKE CITY, FLORIDA, & COLUMBIA COUNTY, FLORIDA

EXHIBIT

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EXHIBIT

AGREEMENT FOR SALE AND PURCHASE
OF
CERTAIN WASTEWATER SYSTEM ASSETS
BY & BETWEEN
THE CITY OF LAKE CITY, FLORIDA, & COLUMBIA COUNTY, FLORIDA

This Agreement ("Agreement") is made and entered into this ___ day of April, 2026, by and between the City of Lake City, Florida ("Lake City"), a Florida municipality, and Columbia County, Florida, (the "County") a political subdivision of the State of Florida (each being a "Party," and together being the "Parties" to this Agreement)

RECITALS

WHEREAS, the County owns a wastewater collection, transmission, treatment, and disposal system (the "Treatment Plant" or "Plant"), located in Columbia County, Florida, located on the Real Property; and

WHEREAS, Lake City operates the Treatment Plant for the County by virtue of the terms of the Operations Agreement; and

WHEREAS, the County is willing to sell to Lake City the assets and assign certain liabilities associated with the Treatment Plant, and Lake City is willing to purchase from the County the assets and certain liabilities associated with the Treatment Plant; and

WHEREAS, subject to the terms of this Agreement, the Operations Agreement will terminate upon the closing of the sale of the Treatment Plant by the County to Lake City as contemplated herein; and

WHEREAS, the County has the power and authority to sell the Treatment Plant and Lake City has the power and authority to acquire the Purchased Assets and to operate the Treatment Plant in order to provide wastewater infrastructure and treatment services within Columbia County; and

WHEREAS, to accommodate the sale, the County has agreed to provide Lake City information the County possesses about the Plant such that Lake City may examine the Purchased Assets and financial structure, the County's general utility financial structure, and other items required by Lake City to complete its due diligence and comply with state law; and

WHEREAS, to accommodate the sale, Lake City has agreed to provide the County information Lake City possesses which the County needs to determine whether the sale of the Purchased Assets to Lake City is in the public interest and to comply with state law; and

WHEREAS, pursuant to Section 180.301, Florida Statutes, Lake City has examined the Purchased Assets, has examined the Treatment Plant and Lake City's existing financial structures, has examined the long-range needs and goals of Lake City relative to the provision of wastewater service to present and future citizens of Lake City and Columbia County, and has determined the acquisition of the Purchased Assets is in the public interest; and

WHEREAS, pursuant to Section 125.3401, Florida Statutes, the County has examined the

EXHIBIT

Purchased Assets, has examined the Parties' respective existing financial structures, has examined the long-range needs and goals of the County relative to the provision of wastewater service to its present and future citizens, and has determined the sale of the Purchased Assets to Lake City is in the public interest; and

WHEREAS, the parties have negotiated in good faith and are empowered to be bound by the terms and conditions of this Agreement; now therefore

IN CONSIDERATION of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County hereby agree to sell and Lake City agrees to purchase the Purchased Assets upon the following terms and conditions:

SECTION 1. RECITALS AND DEFINITIONS.

1.1 Recitals.

The Recitals stated above are true and correct and are incorporated into this Agreement as material terms, conditions, facts, and representations hereof, as the case may be, as if fully recited herein.

1.2 Definitions.

In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.

(a) "*Agreement*" means this Agreement for Sale and Purchase of Wastewater System Assets by and between Lake City of Lake City, Florida, and Columbia County, Florida, or as it may from time to time be modified.

(b) "*Closing Date*" means the calendar day this transaction is closed.

(c) "*Connection Charges*" means that term as defined in Paragraph 11.2(h), below.

(d) "*Contracts and Leases*" shall mean those instruments identified in Exhibit "B" to this Agreement.

(e) "*Days*" means calendar days, unless otherwise so noted.

(f) "*Developer Agreements*" means those agreements identified in Exhibit "F" to this Agreement.

(g) "*Effective Date*" means that term as defined in Subsection 13.13, below.

(h) "*Environmental Law*" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited

to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. §300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by the County from any federal, state, or local agencies necessary to operate the Treatment Plant.

(i) "*Environmental Release*" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by the County or related to Hazardous Materials generated by the County.

(j) "*Excluded Assets*" shall have the meaning set forth in Subsection 2.4, below.

(k) "*FDEP*" means the State of Florida Department of Environmental Protection, or any successor agency.

(l) "*FDEP Permit*" means FDEP Permit Number FLAB07223 issued to Columbia County, as subsequently amended, which permits the operation of the Treatment Plant.

(m) "*Funding Agreements*" means those grant and loan agreements, and associated loan obligations of the County existing between the County and third-party governmental entities identified on the attached Exhibit "I".

(n) "*Hazardous Material*" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which the County conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," ''pollutant," "toxic waste," or "toxic substance'' under any provision of Environmental Law.

(o) "*NFMIP*" means the North Florida Mega Industrial Park, as such industrial park may exist from time to time.

(p) "*Operations Agreement*" means that certain interlocal agreement between the County and Lake City entitled "Interlocal Agreement Re Operation of North Florida Mega Industrial Park Wastewater Treatment Plant," and dated February 6, 2025, whereby Lake City performs the operational functions necessary for the operations of the Treatment Plant.

(q) "*Permits*" means collectively the FDEP Permit, and any other assignable permit the

County holds which is necessary to operate the Plant.

(r) "*Permitted Encumbrances*" shall have the meaning set forth in Subsection 7.5, below.

(s) "*Purchase Price*" means the amount set forth in Section 4, hereof.

(t) "*Plant*" or "*Treatment Plant*" means the wastewater treatment plant located on the Real Property and owned by the County.

(u) "*Purchased Assets*" shall have the meaning set forth in Subsection 2.3, below.

(v) "*Real Property*" means the portion of the real property more particularly described on the attached Exhibit "A" which the County will convey to Lake City pursuant to this Agreement.

(w) "*Remedial Action*" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Environmental Release or threat of Environmental Release, or minimize the further Environmental Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

(x) "*SRWMD*" means the Suwannee River Water Management District

(y) "T*angible Property*" means the collective tangible assets of the Plant attached to and incorporated in this Agreement as Exhibit "B."

Any terms defined elsewhere in this Agreement shall, when used herein, have the ascribed meaning and definition.

SECTION 2. SALE AND PURCHASE OF UTILITY SYSTEM; DESCRIPTION OF PURCHASED ASSETS.

2.1 Sale and Purchase.

The County shall sell to Lake City, and Lake City shall buy from the County, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement free and clear of all encumbrances, other than Permitted Exceptions.

2.2 Warranties and Guarantees.

(a) Except as otherwise set forth in this Agreement, Lake City is purchasing the Purchased Assets, including the Treatment Plant "as-is," "where-is," subject to "all faults," excluding any latent faults resulting from the gross negligence of the County.

(b) Notwithstanding the foregoing, at closing, the County shall transfer or cause to be

transferred to Lake City all such warranties and guarantees of third parties of which the County is benefitted as owner of the Plant. Lake City acknowledges its receipt and acceptance of all such documentation reflecting these warranties and guarantees delivered to Lake City in connection with the execution of this Agreement.

2.3 Purchased Assets.

The Purchased Assets are all assets, business properties, and rights, both tangible and intangible, the County owns arising from or connected with the ownership, construction, operation or maintenance of the Treatment Plant including, but not limited to:

(a) The Real Property owned by the County, including all buildings and improvements located thereon, as identified in Exhibit “A” to this Agreement ("Real Property").

(b) All easements, licenses, prescriptive rights, rights-of-way, rights to use public and private roads, highways, canals, streets and other areas identified in Exhibit “C” and that portion of the County’s utility service territory (the “County Service Territory”) identified in Exhibit “D,” both exhibits being attached to and incorporated into this Agreement.

(c) All wastewater collections systems, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by the County and related to the Treatment Plant or to which the County possesses rights and are used in connection with the ownership or operation of the Treatment Plant, as identified in Exhibit “B” to this Agreement.

(d) All governmental authorizations, franchises, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain and operate all or any portion of the Treatment Plant, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Authorizations"); together with all rights granted to the County under its Authorizations.

(e) All items of inventory owned by the County on the Closing Date which are used to operate and maintain the Treatment Plant, and which shall not be unnecessarily depleted between the date of the County signing this Agreement and the Closing Date. Inventory items/amounts as of the date of signing this Agreement shall include those items listed in Exhibit “E.”

(f) All supplier lists, customer records, prints, plans, including plans in electronic or digital format where available, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information in the County’s possession relating to the Real Property and/or the Treatment Plant, including the right, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or

electronic form.

(g) All sets of record drawings, including as-built drawings, showing all facilities of the Treatment Plant, including all original tracings, sepias or other reproducible materials in the County's possession, including any rights of the County, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

(h) All rights and obligations of the County under any Developer Agreements as identified in Exhibit "F" attached to and incorporated in this Agreement. Exhibit "F" shall identify any of the foregoing which are not transferable, which require third party consents for the assumption by County and for which the Developer has pre-paid Connection Charges, the amount of such pre-paid Connection Charges, the number of equivalent residential connections ("ERCs") connected and the balance of ERCs remaining which have been prepaid but have not yet been connected as of the County signing this Agreement.

(i) All rights and obligations of the County under all Contracts and Leases as identified in Exhibit "G" attached to and incorporated in this Agreement. Exhibit "G" shall contain a schedule identifying any Contracts and Leases which are not transferable or for which third party consents are necessary for the assumption by County.

(j) All rights of the County arising from the terms of the Funding Agreements.

(k) All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by the County identified in Exhibit "H", hereof, which are exclusively used to operate and maintain the Treatment Plant.

(l) All customer deposits made to the County in connection with the operation of the Treatment Plant as evidenced by the current customer records at the time of closing.

2.4 Excluded Assets.

Notwithstanding any other provision in this Agreement that may be construed to the contrary, Purchased Assets do not include the Excluded Assets. The following assets are excluded from the Purchased Assets:

(a) Cash, bank accounts, equity and debt securities of any nature, deposits maintained by the County with any governmental authority, or utility and any prepaid expenses of the County, which shall be the County's sole property as of the Closing Date.

(b) Escrow and other County provisions for payment of federal and state taxes, and other obligations to governmental entities, including franchise fees, which shall be the County's responsibility to pay through the Closing Date.

SECTION 3. LIABILITIES.

3.1 Assumed Liabilities.

Subject to any exclusions set forth in Subsection 3.2, on the Closing Date, Lake City shall assume and agree to discharge only the following Liabilities: (the "Assumed Liabilities"):

(a) All liabilities to the customers of the Plant incurred after the Closing Date where the operative act giving rise to the liability occurred after the Closing Date.

(b) Any liability of Lake City under this Agreement or any other document executed in connection with this Agreement.

(c) Any liability of Lake City based upon its acts or omissions occurring after the Closing Date.

(d) Any liability arising from or related to the ownership, construction, operation and maintenance of the Plant after the Closing Date.

(e) Obligations of the County arising from the terms of the Funding Agreements.

(f) Obligation to accept leachate from the County's solid waste landfill at commercially reasonable rates as such rates shall be established by Lake City from time to time. Notwithstanding the foregoing, the rate charged by Lake City to the County for such leachate shall not exceed $.08 per gallon from the date of closing of the transaction contemplated herein through September 30, 2027. After September 30, 2027, any change in the foregoing rate charged by Lake City to the County shall not be effective earlier than ninety (90) days following written notice from Lake City to the County of such rate change. The obligations of Lake City pursuant to this Paragraph 3.1(f) shall survive closing.

3.2 Excluded Liabilities.

Notwithstanding the foregoing, Lake City does not assume any debts, liabilities, obligations, or other financial or service obligations of the County, except as may be expressly provided in this Agreement. Lake City does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party ("third party" excludes Lake City), whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date where the operative act or omission was that of or attributable to the County for its actions prior to the Closing Date. The County shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided the County is not hereby limited in its right to contest in good faith any such liabilities or obligations.

SECTION 4. PURCHASE PRICE.

The total consideration intended to be paid for the Purchased Assets is the Purchase Price adjusted as set forth herein. Lake City shall pay to the County for conveyance of the Purchased Assets, subject to the additions, adjustments and pro-rations referenced in this Agreement, a cash payment in the amount of **ONE MILLION FIVE-HUNDED NINETY-ONE THOUSAND, FOUR HUNDRED AND FIVE AND 00/100 DOLLARS ($1,591,405.00)** via wire transfer to the account(s) designated by the County at the closing. This cash payment is calculated to fully compensate the County for its incurred costs to acquire and maintain the Treatment Plant which costs are not otherwise captured by the assignment of the Funding Agreements. These costs include compensation to the County for monies advanced from the County's landfill enterprise fund for permitting fees, and for other operational expenses as reflected on the inventory attached hereto as Exhibit "E".

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

As a material inducement to Lake City to execute this Agreement and perform its obligations hereunder, the County represents and warrants the following to Lake City:

5.1 County Organization.

The County is a duly organized, validly existing political subdivision, and its status is active under the laws of the State of Florida. The County has all requisite power and authority and has taken all requisite action necessary to (a) enter into this Agreement, and (b) perform all the terms and conditions of this Agreement.

5.2 County Approval.

The Board of County Commissioners of the County has approved the County entering into this Agreement.

5.3 Binding Agreement.

This Agreement constitutes, and all other agreements to be executed by the County with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of the County, enforceable in accordance with their terms.

5.4 No Violations of Law.

The execution, delivery, and performance of this Agreement will not violate any provision of law, order of any Court or agency of government applicable to the County, the County's Charter or Code of Ordinances, nor any certificate, indenture, agreement, or other instrument to which either the County is a party, or by which it is bound.

5.5 Marketable Title.

The County has good and marketable title to the Purchased Assets. The County's good and marketable title to the Purchased Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Subsection 7.5 of this Agreement, other than those to be satisfied or released at the closing. At closing, the County shall deliver title to the Purchased Assets free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances related to Real Property only.

5.6 Possession and Control.

The County has exclusive possession, control and ownership to all of the Purchased Assets, and the Treatment Plant to which it is related and all Real Property subject to conveyance pursuant to this Agreement has been identified in Exhibit "A", hereof. Lake City acknowledges that certain facilities in service to the Treatment Plant are provided through licenses, leases, or easements with Weyerhaeuser, Inc., and the County shall convey or assign (as appropriate) its interests in such to Lake City with Weyerhaeuser, Inc.'s consent.

5.7 Environmental Law Compliance.

To The County's knowledge:

(a) The County is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for the County to believe any such liability exists.

(b) The County has obtained all permits required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation of the Treatment Plant as conducted as of the date of this Agreement

(c) There is no Hazardous Material in violation of any Environmental Law located on the Real Property; no Real Property is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS"), or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against the County for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for the County to be named in such claims or for any similar action to be brought against the County.

(d) No written or verbal notification of an Environmental Release of a Hazardous Material has been filed by or on behalf of the County or any third party with respect to the Treatment Plant. No Treatment Plant property is listed or proposed for listing on the National Priority

List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

(e) No Hazardous Material has been released in violation of Environmental Law at, on, or under any Plant property.

5.8 Adverse Legal Circumstances.

There are no current actions, suits or proceedings at law or in equity pending or, to the County's knowledge, threatened against the County before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect any of the Purchased Assets or the County's right and ability to make and perform this Agreement, nor is the County aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The County is not in default with respect to any certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting any of the Purchased Assets. The County agrees and warrants it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the Purchased Assets.

5.9 Truthfulness of Statements.

No representation or warranty made by the County in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

5.10 Violation of Laws.

After due inquiry the County has no actual knowledge of the County's use of the Purchased Assets being in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, nor of there being encroachments of any kind related to the Real Property. For the purposes of construing this section, "actual knowledge" includes facts directly and personally known to the County, or facts which the County is presumed to have received directly or personally because evidence within either the County's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts.

5.11 Third-Party Agreements.

With the exception of the agreements with Weyerhaeuser, Inc. otherwise set forth herein, the County has not entered into any other agreements or commitments with developers or customers providing for the extension of services or facilities regarding the Treatment Plant, nor has the County collected any connection or plant capacity fees or

charges for which the payor, its successors or assigns have not been connected to the Treatment Plant.

5.12 Delivery of Records.

All customer records have been delivered to Lake City as plant operator and are accurate and reflect all deposits and accounts receivable owed, if any.

5.13 Post-Closing Utilities Service.

Following closing, neither the County nor any affiliate of the County shall provide water or wastewater service within the NFMIP.

5.14 Survival.

All representations or warranties made by the County in this Agreement shall survive for a period of one (1) year after closing.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF LAKE CITY.

As a material inducement to the County to execute this Agreement and to perform its obligations hereunder, Lake City represents and warrants to the County as follows:

6.1 City Organization.

Lake City has been duly organized and is a validly existing municipality under the laws of the State of Florida. Lake City has all requisite power and authority to enter into this Agreement and carry out and perform the terms and conditions of this Agreement.

6.2 Binding Agreement.

This Agreement constitutes, and all other agreements to be executed by Lake City with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Lake City, enforceable in accordance with their terms.

6.3 No Violations of Law.

The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Lake City, nor any indenture, agreement, or other instrument to which Lake City is a party, or by which it is bound. All necessary public hearings and referenda required to authorize Lake City's purchase of the Purchased Assets and Lake City entering into this Agreement will have been held in a manner and at the times duly required by law and all other appropriate governmental actions required to be taken by Lake City will have been duly taken prior to

the Closing Date.

6.4 Adverse Legal Circumstances.

There is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending against Lake City, wherein an unfavorable decision, ruling or finding would materially or adversely affect the performance by Lake City of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

6.5 Lake City covenants that it shall provide water and wastewater utility services continuously and throughout the NFMIP on the same terms and conditions as it otherwise provides such utility services through Lake City's other utility service areas which areas are situated similarly with the NFMIP with respect to being within the city limits of Lake City, or not. Lake City acknowledges this covenant is a material consideration of the County in entering into this Agreement.

SECTION 7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

7.1 Title Insurance Commitment.

At least ten (10) days prior to the closing, Lake City shall obtain and provide at its expense a current title insurance commitment in favor of Lake City issued by a title company licensed to do business in the State of Florida, covering the Real Property and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in the amount of equal to the full, combined value of the Real Property and the Treatment Plant thereon. The title insurance commitment shall commit the insurer to issue an owner's title insurance policy to Lake City covering the Real Property and the Treatment Plant thereon, substantially in accordance with the ALTA Standard Owner's Form most recently approved for use in Florida as modified, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of closing. The County shall execute at, or prior to closing, in favor of Lake City and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

7.2 Notice of Title Defects.

Lake City shall notify the County in writing before the Closing Date of any alleged defect in the County's title to the Real Property, other than the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in the County's title to the Real Property other than the Permitted Encumbrances), which render or may render the County's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title to the extent not shown on the notice furnished by County in accordance with the provisions of this paragraph shall be deemed to have been waived by Lake City and Lake City shall not be entitled to any damages or other remedies. The County shall have until the Closing Date to eliminate the objections to title set forth in Lake City's notice. However, in no event shall the County be required to bring suit or expend any sum in excess of $25,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that the County has an obligation to discharge by the closing pursuant to the terms of this Agreement. If the County fails to deliver title as herein provided, then Lake City may:

(a) Accept whatever title the County is able to convey with no abatement of the Purchase Price; or

(b) Reject title and terminate this Agreement with no further liability of either party to the other.

7.3 Limitations on Title Objections.

Lake City may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and the County advises Lake City the County elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and the County advises Lake City that the County elects to do so at or prior to closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively to insure-over.

7.4 County Surveys and Studies.

The County shall provide a copy of any existing surveys or environmental studies of the Real Property to Lake City within ten (10) days following the execution of this Agreement. Any new survey(s) shall be solely at Lake City's expense.

7.5 Permitted Encumbrances, defined.

As used herein, "Permitted Encumbrances" include the following:

(a) All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

(b) Easements and restrictions of record which do not impair or restrict the use of the Real Property or the operation of the Treatment Plant.

(c) Any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasigovernmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Treatment Plant.

(d) Obligations of the County arising from the Funding Agreements.

SECTION 8. CONDITIONS PRECEDENT TO CLOSING.

The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

8.1 Prohibitions on Consummation of Transaction.

Neither Party is prohibited by decree or law from consummating the transaction.

8.2 Non-Existence of Legal Actions.

There is not pending on the Closing Date any legal action or proceeding that would (i) prohibit the acquisition or sale of the Purchased Assets, (ii) prohibit Lake City or the County from closing the transaction or Lake City from paying the Purchase Price, or (iii) inhibit or restrict in any manner Lake City's use, title, or enjoyment of the Purchased Assets.

8.3 Performance of Contractual Conditions.

The other Party has performed all of the undertakings required to be performed by it under the terms of this Agreement.

8.4 No Material Change.

There has been no material adverse change in the physical condition of the Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Purchased Assets that materially reduces: (1) their value in the aggregate; or (2) the ability to operate the Treatment Plant as operated by the County prior to the Closing Date.

8.5 Affirmation of Warranties and Representations.

All warranties and representations of the other Party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

8.6 Affirmation of Agreement.

Neither Party has terminated the Agreement as provided for in Section 10, hereof.

SECTION 9. PRE-CLOSING CONDUCT; COVENANTS.

Prior to the Closing Date, the Parties covenant to each other, and shall conduct themselves, as follows:

9.1 Covenants.

During the period between execution of this Agreement and the Closing Date, the County shall:

(a) Operate and maintain the Purchased Assets in a normal and ordinary manner to ensure the condition of the Purchased Assets remains in all material respects unchanged, normal wear and tear and usage excepted, and the inventory on hand shall not be diminished or depleted, other than in the ordinary course of business.

(b) Promptly notify Lake City of any notification received by the County from any person, business, or agency of any existing or potential violation of Environmental Law.

(c) Provide Lake City, or its designated agent(s), with unrestricted access to the Purchased Assets; the County's customer and operations books and records for the same; and the County's employees, agents, or representatives, on reasonable advance notice (one business day) and during business hours.

(d) Promptly notify Lake City of any event, activity or occurrence that has, or may have, a material adverse effect upon the Purchased Assets or this transaction.

9.2 No New Developer Agreements.

During the period between execution hereof and closing, the County shall not:

(a) Enter into any contract, oral or written, relating to the Purchased Assets that will survive closing without the prior written consent of Lake City which consent shall not be unreasonably withheld, conditioned or delayed. Actions requiring ongoing compliance such as pipeline breaks and other emergency situations are excluded;

(b) Without the prior written consent of Lake City, which shall not be unreasonably withheld, enter into any Developer Agreement which permits or requires services from the

Treatment Plant. Copies of any such developer agreements shall be promptly delivered to Lake City and shall not be signed by the County without prior written consent from Lake City.

9.3 Insurance.

The County shall maintain its existing levels of insurance on the Purchased Assets and the risk of any loss shall remain with the County through the Closing Date.

9.4 Optional Phase I Assessments.

Lake City may obtain Phase I Environmental Site Assessments (''ESA") (and a subsequent Phase Two ESA if Lake City determines that one is necessary based on the Phase I assessment results) of each parcel comprising the Real Property. lf such ESA discloses the presence of any Hazardous Material, Lake City shall notify County within ten (10) business days following receipt of such ESA, and County shall have the right but not the obligation to perform such cleanup and remediation as is necessary hereunder. Upon County's failure to perform such cleanup and remediation prior to the Closing Date, Lake City may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to closing without abatement of the Purchase Price.

9.5 Due Diligence Investigations.

Lake City is relying upon its own due diligence investigation in entering into this Agreement. Lake City shall have until the Closing Date to complete, at Lake City's expense, financial, legal, engineering and operational due diligence investigations of the Purchased Assets. Based upon the results of such due diligence investigations Lake City shall have the right to terminate this Agreement for any defects or problems revealed by such due diligence. Lake City shall provide the County with written notice of termination within ten (10) days following completion of such due diligence. During this period, the County shall provide Lake City and its representative's access to all Purchased Assets as set forth in this Agreement.

9.6 Risk of Loss.

The County shall bear the risk of loss, damage or destruction of the Purchased Assets by fire or other casualty at all times prior to and including the Closing Date. If any portion of the Purchased Assets is damaged by fire, act of God or other casualty before or on the Closing Date, then the Parties shall jointly assess the damage and impact on the Plant. If the damage requires a material repair or replacement of all or any portion of the Plant, then the closing shall be delayed until such time as the County can repair the affected Plant or portion thereof, so it is in the same or similar condition as of the Effective Date.

SECTION 10. TERMINATION OF AGREEMENT.

10.1 Termination by Mutual Consent.

This Agreement may be terminated (i) by mutual written consent of the Parties, (ii) by either Party if the transactions contemplated hereby have not closed by **May 29, 2026**, if not otherwise extended pursuant to the provisions contained elsewhere herein, or (iii) as provided in subsections 10.2 and 10.3 below.

10.2 Termination by Lake City.

Lake City may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(a) The failure, in any material respect prior to closing, of any conditions precedent to closing, any pre-closing conduct, or any covenant of County set forth in Sections 8 and 9 hereof.

(b) Any material breach of this Agreement by the County, including, but not limited to, a material breach of any representation or warranty, if the County has not cured such breach within 30 days after written notice from Lake City; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended or excused by Lake City.

10.3 Termination by County.

The County may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(a) The failure, in any material respect prior to closing, of any of the conditions precedent to closing set forth in Section 8.

(b) Any material breach of this Agreement by Lake City, including, but not limited to, a material breach of any representation or warranty, if Lake City has not cured such breach within 30 days after written notice from the County, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended or excused by County.

10.4 Written Notice Required.

Upon the occurrence of any of the bases for termination of this Agreement, the Party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Subsection 13.2.

10.5 Post-Termination Procedure.

Upon the termination of this Agreement, the following shall occur:

(a) To the extent permitted by Florida law, each Party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and consultants to the other, as the case may be. Each Party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.

(b) Except as otherwise set forth in this Agreement, each Party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

(c) In the event the termination occurs as set forth in Subsections 7.1 and 9.4, this Agreement shall forthwith become void and there shall be no liability on the part of Lake City or the County, or their respective Council or Commission members, managers, officers, or directors.

SECTION 11. CLOSING DATE AND CLOSING.

11.1 Closing Date and Time.

Unless otherwise extended as provided elsewhere herein, this transaction shall close at a mutually agreeable time on a mutually agreeable date occurring on or before **May 29, 2026**, at a location mutually acceptable to both Parties.

11.2 Closing Procedure.

At closing, the following shall occur:

(a) Lake City shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement.

(b) Title to the Real Property shall be conveyed to Lake City by a Deed in the form described in Section 125.411, Florida Statutes, conveying to Lake City fee simple title to the Real Property free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Easements shall be conveyed by easement. Title to the remaining Purchased Assets shall be conveyed to Lake City by assignment or bill of sale, as appropriate, free of all claims, liens, or encumbrances, whatsoever. The County shall further provide Lake City such other instruments of conveyance as shall be, in the reasonable opinion of Lake City and its counsel, necessary to transfer the Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form. Any such requested instruments shall be identified and finalized at least twenty (20) calendar days prior to the Closing Date.

(c) The County shall assign to Lake City via instruments in appropriate recordable form all easements, licenses, etc. benefiting the Plant, conveying to Lake City all the County's right, title and interest in all such easements, together with all the County's utility improvements thereon.

(d) The County shall assign to Lake City and Lake City shall assume from the County in such form or forms as are acceptable to the County, Lake City, and the appropriate third-party governmental agency, the Funding Agreements.

(e) The County shall deliver a bill of sale for the Tangible Property.

(f) A general assignment by the County of all its other interests in the Plant, together with a general assignment of all associated customer accounts, contract rights, agreements, warranties, general intangibles, permits and approvals, together with the agreements which Lake City agrees to assume from (i) the Developer Agreements, and (ii) the Contracts and Leases.

(g) To the extent applicable to either Party, real property and personal property taxes on the Purchased Assets, shall be prorated as of the Closing Date and Lake City shall be required to pay its pro rata share at closing pursuant to Section 196.295, Florida Statutes.

(h) Documentary stamps are not due on this transaction pursuant to Rule 12B-4.013(5), Florida Administrative Code.

(i) Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by County prior to closing shall be retained by County if a physical connection to the Treatment Plant has been made prior to closing. Connection Charges paid to the County prior to closing for which no connection has been made shall be paid over to Lake City at closing. Connection Charges paid after closing shall be retained by Lake City. A schedule of Connection Charges paid to the County in the form of Exhibit "F" shall be updated by the County as of the Closing Date and provided to Lake City and paid by the County to Lake City at closing through the closing statement or as otherwise mutually agreed to by the parties.

(j) [INTENTIONALLY OMITTED].

(k) All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

(l) Except as otherwise provided herein, each of the Parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the closing.

(m) All bills of any kind for services, materials and supplies of any kind rendered in connection

with the construction, operation and maintenance of the Plant prior to closing, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing Date, shall be paid by the County. Lake City shall be responsible for all such costs and expenses incurred for services rendered after closing subsequent to closing.

(n) [INTENTIONALLY OMITTED].

(o) Each Party shall deliver to the other Party a certificate stating that the party is not prohibited by decree or law from consummating the transaction contemplated hereby, there is not pending on the Closing Date any legal action or proceeding that hinders the ability of the Party to close the transaction, and all warranties and representations of such Party contained in this Agreement are true and correct in all material respects as of the Closing Date.

(p) The County shall deliver to Lake City, in a form reasonably acceptable to Lake City, an opinion of the County Attorney substantially to the effect that:

(i) The County is validly organized, existing and its status is active under the laws of the State of Florida.

(ii) This Agreement has been duly and validly executed and approved by the County and is a valid and binding agreement upon the County.

(iii) The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to the County.

(q) Lake City shall deliver to the County in a form acceptable to the County, an opinion of the City Attorney of the Lake City substantially to the effect that:

(i) Lake City is validly organized and existing as a municipal corporation under the laws of the State of Florida.

(ii) This Agreement has been duly and validly executed and approved by Lake City and is a valid and binding agreement upon Lake City.

(iii) The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Lake City.

(r) The County shall deliver to Lake City a certified copy of a resolution adopted by the County Commission approving the sale and transfer of the Plant to Lake City pursuant to Section 125.3401, Florida Statutes.

(s) The County and Lake City shall execute a termination agreement terminating the Operations Agreement as of the Closing Date, which termination agreement provides for a final true-up, as of the Closing Date, of revenues and expenses using the formulae and procedure set forth in the Operations Agreement.

11.3 Deliverables from Lake City.

At least twenty (20) calendar days prior to the Closing Date, Lake City shall deliver the following documents to the County for its review and comment: such assumption and assignment agreements as may be necessary to transfer all leases, permits, agreements, approvals and other interests in the Plant assets which the County will assign to Lake City, and a certified copy of a resolution of the Lake City City Council approving Lake City's purchase and acquisition of the Plant assets pursuant to Section 180.301, Florida Statutes. Said documents shall be dated as of the Closing Date. The assignments and assumptions being prepared by the Parties may be incorporated into one document at the convenience of the Parties.

11.4 Closing.

Upon satisfaction of the conditions precedent set forth in this Agreement, and provided both Parties have received final approval to proceed from (i) their respective governing bodies, and (ii) the FDEP (if required), then on the Closing Date the Parties representatives will either meet to review and exchange the fully executed closing documents described herein, or exchange the documents via mail, delivery service, or hand delivery. The closing documents will be dated as of the Closing Date. Upon receipt the Parties will confirm with each other the acceptability of the delivered closing documents. Promptly thereafter Lake City will deliver the Purchase Price to the County via wire transfer in accordance with instructions the County will provide Lake City. The closing will be complete upon the County's confirmation of its receipt of the Purchase Price and Lake City will then have the full right to possession of all of the Purchased Assets. Lake City will record the deed(s) and any other closing document that must be recorded among the public records; Lake City will pay the applicable costs to record the closing documents. Each Party shall pay their respective attorneys' fees, costs, and expenses arising or associated with the closing and this transaction.

11.5 Utility Service Areas.

From and after the Closing Date and continuing perpetually thereafter, the Parties' respective water and wastewater utility service areas shall be amended to exclude the NFMIP from any territory to receive utilities services from the County and to include the NFMIP within the Lake City utility service area established in accordance with the requirements of Chapter 180, Florida Statutes.

SECTION 12. POST CLOSING COOPERATION.

12.1 The parties acknowledge and agree that for so long as the Plant has been in operation, Lake City has been the sole operator of the Plant, and the County has had no operation of the Plant

other than as provided through Lake City under the Operations Agreement. As such, many of the provisions of this Section will not apply in most contexts.

12.2 Further Assurances, Generally.

The County and Lake City shall, after the Closing Date, upon reasonable request of the other Party and at no cost to the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, transfers, powers of attorney and reasonable assurances as may be required in order to implement and perform any of the respective obligations, covenants and agreements of the Parties arising from this Agreement, and to permit Lake City to operate and maintain the Treatment Plant in the manner operated by the County at the time of closing,

12.3 Further Assurances, Compliance.

Each of the Parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. Subject to the provisions of this Section 12, each Party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. The Party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

12.4 Further Assurances, Deep Injection Well.

(a) The Parties mutually acknowledge an essential component of the fully-complete Treatment Plant is the engineering, construction, maintenance, and operation of a Class I deep injection well, the County (as of the Effective Date of this Agreement) being the FDEP-permittee for the installation of such well.

(b) The County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, assignments, transfers, powers of attorney and reasonable assurances as may be required in order to position Lake City to engineer, construct, maintain, own, and operate the referenced deep injection well, and to permit Lake City to operate and maintain the Treatment Plant in conjunction with such well.

(c) In the event the FDEP permit(s) for the referenced deep injection well are not transferable from the County to Lake City:

(i) the County will cooperate with Lake City by all reasonable methods as Lake City shall reasonably require to facilitate Lake City's application for any and all permits required to engineer, construct, maintain, own, and operate the referenced deep injection well; OR

(ii) cooperate with Lake City in a manner allowing Lake City to engineer and construct the referenced deep injection well in conformity with and in furtherance of the FDEP permit issued to the County.

(d) The County will cooperate with Lake City by all reasonable methods as Lake City shall reasonably require to facilitate an application for funds from district, state, and/or federal sources to finance the engineering and construction of such well.

12.5 Transition Plan, Generally.

On or before **May 22, 2026**, the County and Lake City will jointly prepare a transition operating plan to provide for the smooth transition of the County's operational oversight of the Plant to Lake City. The transition plan shall provide for continuity of system operations, financial activities, services, supplies, billings, collections, and emergency responses. The parties may waive the requirement of a transition plan set forth in this Subsection 12.4 by mutual consent.

12.6 Customer Communications.

Prior to closing and continuing until Lake City acquires the Plant, the County will serve as the primary point of contact with the customers of the Plant for all matters relating to the Plant. The County will communicate periodically with the Plant customers regarding the plan to transfer and convey the Plant to Lake City and any other matters conducive of good and open communication with the customers.

12.7 Transition Plan, Operations and Administration.

The County agrees to provide, for a period of ninety (90) days after the Closing Date, reasonable assistance to Lake City to transition from the County to Lake City the administration (including customer services and accounting functions, if any) and operation of the Treatment Plant and Purchased Assets.

12.8 Survival of Operations.

The respective representations and warranties of the Parties contained in this Agreement, or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue thereafter.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 Disclaimer of Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

13.2 Notices.

Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Parties:

County: David Kraus
County Manager
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32055

With a copy to: Joel Foreman, County Attorney
County Attorney's Office
Post Office Box 550
Lake City, Florida 32055

Lake City: Steve Brown
City of Lake City Utilities Director
692 SW St. Margarets Street
Lake City, FL 32025

With a copies to: Don Rosenthal
City Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

AND

Clay Martin
City Attorney
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Subsection 13.2.

13.3 Severability.

If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

13.4 Breach; Remedy.

In the event of breach of this Agreement by a Party ("Breaching Party"), the Party suffering the breach ("Serving Party") shall serve upon the Breaching Party a written notice of breach ("Notice of Breach") detailing the Breaching Party's non-compliance with the obligations set forth in this Agreement. Except for a breach caused by failure to timely pay project costs, a Breaching Party shall have a cure period ("Cure Period") of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party's failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may subject to the mediation requirements of Subsection 13.5 below, pursue all remedies available in law, equity, and under this Agreement.

13.5 Mediation.

If there is a dispute between the Parties arising out of or related to this Agreement which they cannot resolve, then unless it shall be unreasonable to do so or an emergency or necessity dictates otherwise, prior to commencing any legal action or proceeding, the Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to the Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all Parties have terminated the mediation. Among other matters, the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

13.6 Assignment.

No Party may assign this Agreement to a third party unless the other Parties consent in a mutually agreeable written joinder agreement by and among all the Parties and the third-party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.

13.7 Liability and Hold Harmless.

Each Party shall to the extent allowed under Section 768.28, Florida Statues, indemnify and hold the other Parties harmless from and against all claims, loss, damage and expense, including without limitation attorneys' fees, costs and expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party's officers and employees, related to its performance under this Agreement, provided, however, the indemnifying Party's responsibilities with respect to such liability shall not exceed the limits (the "Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statute or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

13.8 Limitations of Liability.

IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13.9 Time of the Essence.

Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13.10 Applicable Law.

This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement and conflicts of laws.

13.11 Entire Agreement; Effect on Prior Agreements.

This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

13.12 Venue, Jury Trial; Attorneys' Fees, Costs and Expenses.

Venue of all actions will lie in the state courts of Columbia County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable courts costs, including appellate proceedings.

13.13 Effective Date.

This Agreement will become effective on the date when both parties have approved and executed this Agreement (the "Effective Date"), which shall be inserted in the first paragraph of this Agreement as a ministerial act.

13.14 Further Assurances.

The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents, and take such action as may be reasonably requested by the other Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in the Agreement, to carry out the intent of the Agreement.

13.15 Force Majeure.

A Party is not responsible for delays resulting from causes reasonably beyond its control, including without limitation fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided the nonperforming Party promptly, diligently, and in good faith takes all reasonable action required for it to resume performance of its agreement obligations. An affected Party shall keep the other Party duly notified of the actions required for it to resume its obligations and the time necessary for it to do so.

13.16 Mutual Draftsmanship.

The terms and conditions in this Agreement are the product of mutual draftsmanship by the Parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the Parties because of authorship. The Parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each Party, being represented by counsel, is acting to protect its, his, her, or their own interest.

13.17 Weekends and Holidays.

If a date for performance falls on a Saturday, Sunday, or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday, or legal holiday.

SECTION 14. BINDING & ENFORCEABLE AGREEMENT.

This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extend that the enforceability may be limited by any laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE:

DULY EXECUTED BY AND ON BEHALF OF THE CITY OF LAKE CITY, FLORIDA, a municipality, on the ____ day of _____, 2026.

THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

DULY EXECUTED BY AND ON BEHALF OF COLUMBIA COUNTY, FLORIDA, a subdivision of the **STATE OF FLORIDA**, on the ____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA

_____
Tim Murphy, Chairman

ATTEST, BY THE CLERK OF COURT OF COLUMBIA, FLORIDA:

_____
James M. Swisher, Jr., Clerk of Court

APPROVED AS TO FORM AND LEGALITY:

_____
Joel Foreman, County Attorney

SCHEDULE OF EXHIBITS

Exhibit "A" – Real Property

Exhibit "B" – Tangible Property

Exhibit "C" – Easements, Licenses, etc.

Exhibit "D" – County Service Territory

Exhibit "E" – Items of Inventory

Exhibit "F" – Developer Agreements

Exhibit "G" – Contracts and Leases

Exhibit "H" – Equipment, Tools, Parts, etc.

Exhibit "I" – Grant and Loan Agreements

Exhibit "J" – Calculation of Purchase Price

Exhibit "K" – Hearings and Hearing Notices Schedule

EXHIBIT

EXHIBIT "A"

REAL PROPERTY

Those lands described in that certain deed dated March 3, 2023 from Weyerhaeuser NR Company, a Washington corporation to Columbia County, Florida and recorded on May 8, 2023 at Official Records Book 1489, Page 2613, Public Records of Columbia County, Florida, being commonly identified by the Columbia County, Florida Tax Collector by its 2026 tax parcel identification number as tax parcel 33-3S-18-10337-001.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[COPY OF REFERENCED DEED COMMENCES ON FOLLOWING PAGE]

EXHIBIT "B"

TANGIBLE PROPERTY

All of those components of the wastewater treatment facility, and associated collection or discharge/spray field areas located at or on the Real Property, or those easement areas identified in Exhibit "C" of this Agreement, including, but not limited to:

- Storage tanks for the wastewater
- Wastewater equalization tanks
- Mixing or reaction vessels where the water is treated
- Dewatering and sludge tanks
- Equipment such as filters, filter presses, monitors, pH adjustments and polymer make up units
- Treated water tanks
- Discharge tanks

EXHIBIT "C"

EASEMENTS, LICENSES, ETC . . .

The Temporary Spray Field Easement

Those rights and obligations set forth in that certain Temporary Easement Agreement dated June 15, 2023 from Weyerhaeuser Company, a Washington corporation to Columbia County, Florida and recorded on August 16, 2023 at Official Records Book 1497, Page 232, Public Records of Columbia County, Florida.

The Below Ground Easement

Those rights and obligations set forth in that certain Below Ground Easement Agreement dated March 31, 2023 from Weyerhaeuser NR Company, a Washington corporation to Columbia County, Florida and recorded on May 8, 2023 at Official Records Book 1489, Page 2596, Public Records of Columbia County, Florida.

EXHIBIT "D"

COUNTY SERVICE TERRITORY

EXHIBIT "E"

ITEMS OF INVENTORY

NFMIP Spare Parts Inventory			
Quantity	**Part**	**Description**	**Part No.**
1	Bearing, BRZ-1.25x1.50x03.00	Effluent Pump Bearing	549374-1039
5	Ring, Packing-1.25IDx0.38SQ-05.13LG	Effluent Pump Packing	549129-194
1	Ring, O-03.50IDx0.19	Effluent Pump O-Ring	304341-1014
1	Gasket, FF-08-Turbx03.19x.03	Effluent Pump Gasket	550322-013
2	Bearing, Type -H-1.25x3.0x4.50LG	Effluent Pump Bearing	551044-256
4	Bearing, SLV-1.70x2.13x3.56LG	Effluent Pump Bearing Sleave	541814-1039
1	Bearing, Suction-1.69x2.13x06.75	Effluent Pump Bearing	541813-1039
12	BPV/PRV Diaphram	Chemical Pump Diaphram	D499
3	Pulsation Dampener Bladder	Chemical Pump Dampener	PDD0011
6	Dosing Head for Magdos LP 10	Chemical Pump Dosing Head	38986
6	Diaphram Kit for Magdos LP 10	Chemical Pump Diaphram	39123
1	Ball Valve	Chemical Pump Ball Valve	VBU050PVV-SP
4	Drum Cleaning Brush	Drum Screen Brush	500046845
2	Trunnion Wheel	Drum Screen Trunnion Wheel	RIC000403
1	Control Panel Spares	Drum Screen Control Panel Part	WEC220070
1	Pilot Light,PTT,NEMA 4x	Drum Screen Control Panel Pilot Light	800H-QRTH2
1	Bulb, Pilot Light	Drum Screen Control Panel Pilot Light Bulb	800T-N376W
1	Selector Switch	Drum Screen Control Panel Selctor Switch	800H-JR5A
4	Rotor B	Netsch Pump Rotor	1999
4	Stator f.STP3	Netsh Pump Stator	3005
4	Mechanical Seal	Netsch Pump Mechanical Seal	7010
4	Filter	Blower Air Filter	23022A&B
3	Filter	Blower Air Filter	23022C
2	V-Belt	Blower V-Belt	23022A&B
2	V- Belt	Blower V-Belt	23022B
3	V-Belt	Blower V-Belt	23022C
2	Rebuild Kits	Sulzer Submersible Pump Rebuild Kit	61705081
5	Diffuser Assemblies	Aeration Fine Bubble Diffusers	AFD270-P
5	Diffuser Assemblies	Digester Fine Bubble Diffusers	AFD270-P-2
10	Diffuser Assemblies	EQ Basin Coarse Bubble Diffusers	WBCB304-24
2	Volute Gaskets	IR Pump Volute Gasket	A659M-197-GA
2	Mechanical Seal	IR Pump Mechanical Seal	A17258V-40
2	Volute Gaskets	EQ Pump Volute Gasket	A659M-197-GA
2	Mechanical Seal	EQ Pump Mechanical Seal	A17264Q-40
1	Control Logix Com. Mod.	SCADA Spare Part	1756-EN2TR
1	Control Logix Digital Input Mod.	SCADA Spare Part	1756-IA-161
1	Control Logix Digital Output Mod.	SCADA Spare Part	1756-OW-161
1	Control Logix Analog Input Mod.	SCADA Spare Part	1756-IF-16
1	Control Logix Analog Output Mod.	SCADA Spare Part	1756-OF8
1	Control Logix Chasis Power Supply	SCADA Spare Part	1756-PA72
1	Power Supply	SCADA Spare Part	1606-XLS240E
1	Control Logix Controller	SCADA Spare Part	1756-L82E
5	Surge Suppressors	SCADA Spare Part	DLA2-24D3
26	Surge Protection Terminal Blocks	SCADA Spare Part	2906840
1	Fiber Optic Patch Cable	SCADA Spare Part	FOAS2F10GLCS-50-3M
5	Relays	SCADA Spare Part	55.33.8.120.0050
5	Fuse	SCADA Spare Part	GS81/16
2	Loop Calibrator	SCADA Spare Part	PIE334
3	Control Fuse Mersen 2A	MCC Spare Parts	CSC#ATMR2
3	Control Fuse Mersen 3A	MCC Spare Parts	CSC#ATMR3
3	Control Fuse Mersen 3 2/10A	MCC Spare Parts	CSC#TRM3-2/10

EXHIBIT "E"

(cont'd)

ITEMS OF INVENTORY

NFMIP Spare Parts Inventory			
Quantity	**Part**	**Description**	**Part No.**
3	ACS Power Fuse JJS-15	MCC Spare Parts	4600286393P
3	ACS Power Fuse JJS-6	MCC Spare Parts	4600386481P
3	ACS Power Fuse JJS-60	MCC Spare Parts	4600286397P
3	ACS Power Fuse JJS-100	MCC Spare Parts	4600286402P
3	ACS Power Fuse JJS-150	MCC Spare Parts	4600286404P
1	S1 Starter Aux Contact	MCC Spare Parts	CR305X100C
1	S3 Starter Aux Contact	MCC Spare Parts	CR305X300C
1	S1 Starter Power Contact	MCC Spare Parts	546A301G053
1	S3 Starter Power Contact	MCC Spare Parts	55-153677G002
1	S1 Starter Coil	MCC Spare Parts	15D21G002
1	S3 Starter Coil	MCC Spare Parts	55-501336G002
1	120V Red Light	MCC Spare Parts	1SQA009248R0001
1	120v Amber Light	MCC Spare Parts	1SQA009246R0001
1	1 year supply lubricant for Cgear Box	Clarifier Drive Lubricant	
1	Box Fuses	Clarifier Drive Fuses	
1	Drive Chain	Clarifier Drive Chain	
1	Rebuild Kits	Submersible Mixer Rebuild Kit	4220

EXHIBIT "F"

DEVELOPER AGREEMENTS

The County has identified no Developer Agreements applicable to this transaction.

EXHIBIT "G"

CONTRACTS AND LEASES

The County has identified no Contracts and/or Leases which are not transferable or for which third party consents are necessary for the assumption by City.

EXHIBIT "H"

EQUIPMENT, TOOLS, PARTS, ETC . . .

The County has identified no equipment, tools, parts, laboratory equipment, office equipment or other personal property owned by the County which is exclusively used to operate and maintain the Treatment Plant, which items of personal property are not otherwise identified on other schedules or exhibits to this Agreement.

EXHIBIT "I"

GRANT AND LOAN AGREEMENTS

SUWANNEE RIVER WATER MANAGEMENT DISTRICT GRANT

Memorandum of Agreement #22/23-055 (as Amended) Between Suwannee River Water Management District and Columbia County (SRWMD Contract No. 22/23-055)..... $6,319,615.00

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT

State of Florida Department of Environmental Protection Standard Grant Agreement (FDEP Agreement No. LPA00496)..... $5,716,000.00

STATE OF FLORIDA DEPARTMENT OF COMMERCE LOAN

Loan Agreement Between the State of Florida Department of Commerce and Columbia County, Florida (FDOC Agreement No. S0244)..... $5,500,000.00

EXHIBIT "J"

PURCHASE PRICE CALCULATION

COUNTY LANDFILL LOAN:	$1,500,000.00
NON-REIMBURSIBLE COUNTY UTILITY FUND CAP. OUTLAYS	91,405.00
TOTAL SALE PRICE:	**$1,591,405.00**

EXHIBIT "K"

HEARING NOTICE SCHEDULE

COLUMBIA COUNTY PUBLIC HEARING

HEARING SET BY MOTION OF BOARD ON APRIL 2, 2026

HEARING ADVERTISED IN LAKE CITY REPORTER April 8, 2026

PUBLIC HEARING APRIL 16, 2026, 5:30 PM, REGULAR SESSION

CITY OF LAKE CITY PUBLIC HEARING

HEARING SET BY MAYOR NOAH WALKER FOR APRIL 20, 2026
REGULAR CITY COUNCIL MEETING

PUBLIC HEARING NOTICED ON APRIL 16, 2026 IN THE PUBLICATION OF THE AGENDA FOR THE APRIL 20, 2026 CITY COUNCIL MEETING

PUBLIC HEARING APRIL 20, 2026 AT 6:00 PM, REGULAR CITY COUNCIL MEETING

M E M O R A N D U M

Date: April 15, 2026

To: City of Lake City City Council

From: Office of the City Manager
City of Lake City Utilities Department
City of Lake City Finance Department
City of Lake City Customer Service Department

Re: Acquisition of Columbia County Wastewater Treatment Plant Located at the NFMIP
Compliance with Section 180.301, Florida Statutes

* * * * * * * * * * * * * * * * * * * *

Section 180.301, Florida Statutes provides the City of Lake City may not purchase the referenced wastewater treatment plant until the City Council has i) held a public hearing on said purchase, and ii) made a determination that the purchase is in the public interest. Pursuant to the referenced statute, such determination shall take into account the following enumerated matters. Following each enumerated matter, city management has provided the relevant data to be analyzed and reviewed by the City Council as it makes its determination concerning whether the instant acquisition is in the public interest.

Item	Description	Schedule
Item 1	The most recent available income and expense statement for the utility.	.....Schedule A
Item 2	The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon.	.....Schedule B
Item 3	A statement of the existing rate base of the utility for regulatory purposes.	.....Schedule C
Item 4	The physical condition of the utility facilities being purchased.	..... Schedule D
Item 5	The reasonableness of the purchase contract price and terms.	.....Schedule E

Item 6	The impacts of the purchase contract on utility customers, both positive and negative.	.. Schedule F
Item 7(a).	Any additional investment required and the ability and willingness of the purchaser to make that investment.	..... Schedule G
Item 7(b).	Not Applicable	
Item 8	The alternatives to the purchase or sale contract, and the potential impact on utility customers if the purchase or sale contract is not made.	..... Schedule H
Item 9(a).	The ability of the municipality to provide and maintain high-quality and cost-effective utility service.	..... Schedule I
Item 9(b).	Not Applicable	
Item 10 ...	Not Applicable	

SCHEDULE "A"

MOST RECENT INCOME AND EXPENSE STATEMENT
FISCAL YEAR 2023-2024

CITY OF LAKE CITY, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business-type Activities - Enterprise Funds		
	Water-Sewer Utility	**Natural Gas**	**Total**
Operating revenues			
Charges for services	$ 17,407,383	$ 6,075,735	$ 23,483,118
Other revenues	305,395	-	305,395
Total operating revenues	17,712,778	6,075,735	23,788,513
Operating expenses			
Personal services	4,678,874	769,003	5,447,877
Contractual services and supplies	5,291,588	3,841,402	9,132,990
Internal charges	980,000	300,000	1,280,000
Depreciation	3,690,004	172,192	3,862,196
Total operating expenses	14,640,466	5,082,597	19,723,063
Operating income (loss)	3,072,312	993,138	4,065,450
Nonoperating revenues (expenses)			
Interest earnings	84,986	21,586	106,572
Intergovernmental grants	2,055	-	2,055
Miscellaneous income	116,326	54,085	170,411
Gain (loss) on disposal of capital assets	4,090	-	4,090
Debt issuance costs	(10,490)	-	(10,490)
Interest and amortization expense	(508,558)	-	(508,558)
Total nonoperating revenues (expenses)	(311,591)	75,671	(235,920)
Income (loss) before contributions and transfers	2,760,721	1,068,809	3,829,530
Capital contributions and impact fees	392,600	-	392,600
Capital grants	313,363	-	313,363
Transfers out	(667,000)	(243,000)	(910,000)
Change in net position	2,799,684	825,809	3,625,493
Net position, beginning of year	52,162,761	4,790,459	56,953,220
Net position, end of year	$ 54,962,445	$ 5,616,268	$ 60,578,713

SCHEDULE "B"

MOST RECENT BALANCE SHEET
FISCAL YEAR 2023-2024

CITY OF LAKE CITY, FLORIDA STATEMENT OF NET POSITION PROPRIETARY FUNDS SEPTEMBER 30, 2024

	Business-type Activities - Enterprise Funds		
	Water-Sewer Utility	Natural Gas	Total
ASSETS			
Equity in pooled cash and cash equivalents	$ 12,138,804	$ 4,245,346	$ 16,384,150
Accounts receivable, net	2,605,695	666,325	3,272,020
Due from other governments	343,272	13,503	356,775
Inventories	1,198,448	74,213	1,272,661
Prepaid items	-	6,674	6,674
Net pension asset	471,919	81,851	553,770
Restricted current assets			
Equity in pooled cash	2,756,315	-	2,756,315
Total current assets	19,514,453	5,087,912	24,602,365
Noncurrent assets:			
Restricted cash	2,131,841	-	2,131,841
Capital assets:			
Land	5,232,743	1,539	5,234,282
Building and improvements	7,108,353	824,426	7,932,779
Infrastructure	87,730,363	3,869,954	91,600,317
Machinery and equipment	19,098,134	1,088,686	20,186,820
Construction in progress	10,998,888	11,186	11,010,074
Accumulated depreciation	(62,103,147)	(3,588,112)	(65,691,259)
Total capital assets, net	68,065,334	2,207,679	70,273,013
Advances to other funds	-	-	-
Total noncurrent assets	70,197,175	2,207,679	72,404,854
Total assets	$ 89,711,628	$ 7,295,591	$ 97,007,219
DEFERRED OUTFLOWS OF RESOURCES			
Deferred loss on bond refunding	$ 73,428	$ -	$ 73,428
Deferred outflows related to pensions	1,428,184	247,706	1,675,890
Deferred outflows related to OPEB	49,676	7,440	57,116
Total deferred outflows	$ 1,551,288	$ 255,146	$ 1,806,434

SCHEDULE "B" (cont'd)

MOST RECENT BALANCE SHEET

FISCAL YEAR 2023-2024

LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	$ 618,406	$ 249,892	$ 868,298
Customer deposits	1,085,960	410,708	1,496,668
Retainage payable	94,194	-	94,194
Unearned revenue	71,115	465,121	536,236
Compensated absences	316,982	63,320	380,302
Current portion of financed purchase agreements	82,752	-	82,752
Payable from restricted assets:			
Current maturities on long-term debt	2,629,119	-	2,629,119
Accrued interest payable	127,196	-	127,196
Total current liabilities	5,025,724	1,189,041	6,214,765
Noncurrent liabilities:			
Bonds and notes payable, net	26,897,667	-	26,897,667
Financed purchase agreements	85,112	-	85,112
Compensated absences	137,670	29,797	167,467
Total OPEB liability	191,239	28,642	219,881
Net pension liability	2,521,641	437,358	2,958,999
Total noncurrent liabilities	29,833,329	495,797	30,329,126
Total liabilities	$ 34,859,053	$ 1,684,838	$ 36,543,891
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	$ 1,425,774	$ 247,288	$ 1,673,062
Deferred inflows related to OPEB	15,644	2,343	17,987
Total deferred inflows	$ 1,441,418	$ 249,631	$ 1,691,049
NET POSITION			
Net investment in capital assets	$ 38,949,275	$ 2,207,679	$ 41,156,954
Restricted for debt service	682,800	-	682,800
Restricted for renewal and replacement	500,000	-	500,000
Restricted for system improvements	2,862,022	-	2,862,022
Pension benefit	471,919	81,851	553,770
Unrestricted	11,496,429	3,326,738	14,823,167
Total net position	$54,962,445	$ 5,616,268	$ 60,578,713

SCHEDULE "C"

STATEMENT OF EXISTING RATE BASE

SEWER INSIDE 2026

RESIDENTIAL	BASE CHG	$47.58

Monthly Base Charge (per ERU)

Billing Charge	$2.77		Usage Charge (per 1000)
3/4"	$44.81	up to 16,000	$5.66
1"	$44.81	up to 16,000	$5.66
1.5"	$44.81	up to 16,000	$5.66
2"	$44.81	up to 16,000	$5.66
3"	$44.81	up to 16,000	$5.66
4"	$44.81	up to 16,000	$5.66

Commercial
Monthly Base Charge (per ERU)

Billing Charge	$2.77			Usage Charge (per 1000)
5/8"-3/4"	$44.81	All gallons	Commercial I	$5.66
1"	$112.03	All gallons	Commercial II	$6.52
1.5"	$224.04	All gallons	Commercial III	$7.36
2"	$358.48	All gallons		
3"	$716.94	All gallons		
4"	$1,120.21	All gallons		
6"	$2,240.44	All gallons		
8"	$3,584.71	All gallons		

SEWER ONLY		
Billing charge-$2.77		
Base Facility Only	$44.81	Residential
	$84.45	Commercial C1
	$90.45	Commercial C2
No WATER	$84.45	Residential
	$84.45	Commercial C1
	$90.45	Commercial C2
Half Rate	$22.41	Residential
	$22.41	Commercial C1
	$22.41	Commercial C2

SCHEDULE "C" (cont'd)

STATEMENT OF EXISTING RATE BASE

SEWER OUTSIDE 2026

RESIDENTIAL **BASE CHG** **$58.79**

Monthly Base Charge (per ERU)

Billing Charge	$2.77			**Usage Charge (per 1000)**
3/4"	$56.02	up to 16,000	$7.08	
1"	$56.02	up to 16,000	$7.08	
1.5"	$56.02	up to 16,000	$7.08	
2"	$56.02	up to 16,000	$7.08	
3"	$56.02	up to 16,000	$7.08	
4"	$56.02	up to 16,000	$7.08	

Commerical

Monthly Base Charge (per ERU)

Billing Charge	$2.77			**Usage Charge (per 1000)**
5/8"-3/4"	$ 56.02	All gallons	Commercial I	$7.08
1"	$ 140.06	All gallons	Commercial II	$8.15
1.5"	$ 280.09	All gallons	Commercial III	$9.21
2"	$ 448.14	All gallons		
3"	$ 896.30	All gallons		
4"	$ 1,400.46	All gallons		
6"	$ 2,800.92	All gallons		
8"	$ 4,481.47	All gallons		

SEWER ONLY		
Billing charge-$2.77		
Base Facility Only	$56.02	Residential
	$105.56	Commercial C1
	$113.07	Commercial C2
No WATER	$105.56	Residential
	$105.56	Commercial C1
	$113.07	Commercial C2
Half Rate	$28.02	Residential
	$28.02	Commercial C1
	$28.02	Commercial C2

SCHEDULE "C" (cont'd)

STATEMENT OF EXISTING RATE BASE

Base Charges for Residential Services 3/4" Meter	
Inside	
WA,SW,RS,Billing Charge	$87.67
WA Only,RS,Billing Charge	$40.09
WA,SW,RS,GS,Billing Charge	$97.67
Outside	
WA Only,Billing Charge	$30.94
WA ,GS, Billing Charge	$40.94
WA, SW, Billing Charge	$89.73
WA, SW,GS, Billing Charge	$99.73

SCHEDULE "D"

PHYSICAL CONDITION OF UTILITY FACILITIES BEING PURCHASED

The wastewater treatment plant being purchased was placed in service in early 2025. It is new.

SCHEDULE "E"

REASONABLENESS OF PURCHASE CONTRACT PRICE AND TERMS

By the terms of the Purchase Contract, upon a cash payment of approximately $1.5 million, and the assumption of at least $19 million in debt and future obligations to construct a deep injection well, the City is acquiring an asset valued at approximately $24.3 million.

SCHEDULE "F"

POSITIVE AND NEGATIVE IMPACTS ON UTILITY CUSTOMERS

Positive benefits include acquisition and expansion of capacity for the existing utilities customers for less than the burden of building a future wastewater treatment plant at full cost. Additionally, future customers in the North Florida Mega Industrial Park will experience more rapid response times for connection to sewer service.

A negative impact on customers will be the increased operational costs to the City to operate the wastewater treatment plant, inasmuch as the City will no longer be splitting operational costs with the County.

SCHEDULE "G"

ADDITIONAL INVESTMENTS REQUIRED OF THE PURCHASER AND THE PURCHASER'S ABILITY AND WILLINGNESS TO MAKE SAID INVESTMENTS

Additional investment will include any funds not covered under grants or legislative appropriations to construct the required deep injection well. The County has agreed to assist the City in obtaining such legislative appropriations.

SCHEDULE "H"

ALTERNATIVES TO THE PURCHASE OF THE WASTEWATER TREATMENT PLANT AND POTENTIAL IMPACT ON THE CUSTOMERS IF THE PURCHASE IS NOT MADE

One alternative to the purchase would be to continue operating the wastewater treatment plant for the County and continue splitting operational costs through the end of the current interlocal agreement for operations of the wastewater treatment plant. Another alternative would be to step away from the operation and allow the NFWUA to operate the wastewater treatment plant. A third alternative would be diverting the flow of effluent from the prison back to the City's Saint Margarets treatment plant and "mothball" the NFMIP plant. In any alternative scenario impacts to the utility customer are extremely limited.

SCHEDULE "I"

ABILITY OF THE CITY TO PROVIDE AND MAINTAIN HIGH-QUALITY AND COST-EFFECTIVE UTILITY SERVICE

The City of Lake City has provided utilities to the City and surrounding areas for approximately 100 years. The City's utilities (water, wastewater, stormwater, and gas) are financially sound, compliant with regulations and laws, and forward-looking in planning for additional capacity to support the needs of the Lake City region for years to come in a cost-effective manner.

File Attachments for Item:

14. City Council Resolution No. 2026-038 - A resolution of the City of Lake City, Florida, approving that certain Memorandum of Understanding between the City of Lake City and the School Board of Columbia County; making certain findings of fact in support of the City approving said Memorandum of Understanding; recognizing the authority of the Mayor to execute and bind the City to said Memorandum of Understanding; directing the Mayor to execute and bind the City to said Memorandum of Understanding; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE:

Originator:
BillieJo Bible, Director of Human Resources

City Manager	Department Director	Date
Don Rosenthal	BillieJo Bible	2/18/2026

Recommended Action:
Approve MOU between the City and Columia County Schools

Summary Explanation & Background:

A collaboration between the City of Lake City and Columbia County School District to facilitatate work-based learning experiences for high school students and Adult Education students. This would give the participants meaningful, real-world experiences that enhance their academic, technical, and careeer development skills.
Experiences would include job shadowing, mentorship, internships (paid or unpaid, and apprenticeships.
The school district would cover liability costs for all participating students and adult learners. COLC would maintain liablity insurance to cover activities occuring on City premises.
If approved would go into effect immediately.

Alternatives:
Not approve the MOU.

Source of Funds:
None, unless paid internships are created.

Financial Impact:

If paid internships are approved, will be at Florida minimum wage rate with no benefits.

Exhibits Attached:

MOU between City of Lake City and Columbia County School District

CM/rrp
04/14/2026

RESOLUTION NO 2026 - 038

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKE CITY AND THE SCHOOL BOARD OF COLUMBIA COUNTY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID MEMORANDUM OF UNDERSTANDING; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID MEMORANDUM OF UNDERSTANDING; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID MEMORANDUM OF UNDERSTANDING; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") and the School Board of Columbia County (the "School Board") desire to establish a collaborative partnership to facilitate work-based learning opportunities for high school students and adult education students within the Columbia County School District; and

WHEREAS, the City and the School Board each desire to set forth the terms and conditions of such partnership by adopting the Memorandum of Understanding in the form of the exhibit attached hereto (the "MOU"); and

WHEREAS, the MOU allows the City and the School District to facilitate work-based learning experiences for high school students and adult education students; and

WHEREAS, adopting the MOU is in the public interest and in the interests of the City; now therefore

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

1. Adopting the MOU is in the public interest and in the interests of the City; and

2. In furtherance thereof, the MOU in the form of the exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute and bind the City to the terms of the MOU; and

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of April, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

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

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKE CITY, FLORIDA AND THE SCHOOL BOARD OF COLUMBIA COUNTY, FLORIDA

WHEREAS, the City of Lake City, Florida is a municipality within Columbia County, Florida governed by and granted the powers and duties set forth in Chapter 166, Florida Statutes.

WHEREAS, the School Board of Columbia County, Florida is a body corporate, responsible for the provision of public education to students in grades K through 12 within Columbia County, Florida, including work-based learning opportunities as defined in Fla. Stat. § 446.0915.

WHEREAS, Section 100.42(1)(j), Florida Statutes, gives the School Board the power to cooperate with other agencies in joint projects; and

WHEREAS, the City and the School Board desire to establish a collaborative partnership to facilitate work-based learning opportunities for high school students and Adult Education Students within the Columbia County School District, the parties hereby enter into the following Memorandum of Understanding setting forth the terms and conditions of such partnership.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered by and between the City of Lake City, Florida, whose address is Lake City, Florida 32025 and the School Board of Columbia County, Florida (hereinafter "School Board") whose address is 372 West Duval Street, Lake City, Florida 32055.

1. Purpose. The City and the School Board desire to establish a collaborative partnership that provides high school students and Adult Education students in Columbia Couty, Florida with meaningful, real-world experiences that enhance their academic, technical, and career development skills resulting in the skills necessary for full-time employment and local workforce development.

2. Term of Agreement. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than August 15, 2027, though the parties may agree to extend the terms of this MOU for up to two additional years based on the written agreement of the parties. This MOU may be terminated without cause, by either party upon no less than thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

3. Rights, Roles and Responsibilities of the Parties.

EXHIBIT

A. Rights, Roles and Responsibilities of the City.

- Identify and provide appropriate WBL opportunities within City operations, considering the diverse skill levels and career goals of both high school students and Adult Education students.
- Designate a City representative to oversee and coordinate the program.
- Ensure compliance with federal, state and local laws, including applicable labor laws and workplace safety standards.
- Provide necessary training, supervision and mentorship to participating students/learners.
- Assist students in achieving agreed upon career, technical and academic skills.
- Provide a safe environment
- Not discriminate against students with disabilities and to provide reasonable accommodations, as determined by applicable state and federal law.
- Report all accidents, injuries or serious incidents of misconduct to the School District representative identified below within 24 hours.
- Evaluate student/learner performance and provide feedback to the School Board
- After consultation with the School Boad representative identified below, the City has the right to dismiss any student/learner for excessive absenteeism or misconduct.

B. Rights, Roles and Responsibilities of the School Board.

- Identify eligible high school students and Adult Education students within Columbia County for participation in WBL experiences based on academic standing, career interests, and readiness.
- Assign a School District representative (or representatives) to liaise with the City and monitor student progress. Specifically, Adult Education Students will report to the Career Workforce Transition Specialist or his/her designee for coordination and monitoring of their WBL experience.
- Ensure that students, adult/learners and parents/guardians (of minors) are informed of the program's expectations, responsibilities and benefits.
- Provide support to students and adult learners to meet transportation and other logistical needs.

4. **<u>General Provisions</u>**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. Any dispute arising out of this MOU shall be brought exclusively in the Circuit Court of the Third Judicial Circuit, in and for Columbia County, Florida.

C. **Entirety of Agreement.** This MOU, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. **Sovereign Immunity.** The City and the School Board and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. **Nondiscrimination**. Both parties agree to comply with all federal, state and local non-discrimination laws, including those set forth in § 1000.05, Fla. Stat.

G. **Workers' Compensation.** The parties agree to comply with the requirements of Fla. Stat. 446.54 as it relates to workers' compensation coverage for students 18 years of age and younger, with the School Board being considered the "employer" of any student 18 years of age or younger who is providing unpaid services to the City and the City being considered the "employer" (solely for purposes of workers' compensation), for the provision of paid services by any student/learner 18 years of age or younger.

H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the

parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS THEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

THE CITY OF LAKE CITY, FLORIDA	**THE SCHOOL BOARD OF COLUMBIA COUNTY, FLORIDA**
_____	_____
Noah Walker, Mayor	**Dana Brady Giddens, Chair**
_____	_____
Printed Name	**Printed Name**
_____	_____
Date	**Date**

THIS AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES