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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

July 01, 2024 at 6:00 PM

Venue: City Hall

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## AGENDA

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

### Pledge of Allegiance

Invocation - Mayor Stephen Witt

### Roll Call

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

***As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.***

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

Proclamations - None

### Approval of Agenda

### Public Participation - Persons Wishing to Address Council

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

**Approval of Consent Agenda**

- [1.](#) Minutes - June 17, 2024 Regular Session
- [2.](#) City Council Resolution No. 2024-052 - A resolution of the City of Lake City, Florida, approving that certain Amendment No. 2 WG057 between the City and State of Florida Department of Environmental Protection for an extension of time for completing SR47/I-75 wastewater improvements and an extension thereof to the Casey Jones RV Park; making certain findings of fact in support of the City approving 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 agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [3.](#) City Council Resolution No. 2024-053 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 014-2024 for waste water sludge collection, transportation, and disposal services; accepting the bid from H&H Liquid Sludge Disposal, Inc., a Florida Corporation as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [4.](#) City Council Resolution No. 2024-054 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and NJN Consulting Services, Inc. for governmental finance consulting services for employment and labor matters; 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.
- [5.](#) City Council Resolution No. 2024-057 - A resolution of the City of Lake City, Florida, recognizing a need for the development and design of the north taxiway at the Lake City Gateway Airport in the City of Lake City, Florida; recognizing a need for financial assistance through grant funding to complete the development and design of the north taxiway at the Lake City Gateway Airport; authorizing the City to apply for that certain Fiscal Year 2024 Bipartisan Infrastructure Law Grant for grant funding in the amount of one hundred forty thousand dollars in furtherance of development and design of the north taxiway at the Lake City Gateway Airport; making certain findings of fact in support of the City applying for said grant; recognizing the authority of the Mayor to execute such documents as are necessary to apply for said grant; directing the

Mayor to execute said documents; repealing all prior resolutions in conflict; and providing an effective date.

- [6.](#) City Council Resolution No. 2024-058 - A resolution of the City of Lake City, Florida, calling for an election to be held August 20, 2024; providing for the election of a council member from District Twelve; providing for the City Clerk to coordinate said election with the Columbia County Supervisor of Elections; directing the City Clerk to publish notice of the election; repealing all resolutions in conflict; and providing an effective date.
- [7.](#) City Council Resolution No. 2024-060 - A resolution of the City of Lake City, Florida, adopting that certain quote from AK Associates as the lowest quote available to the City for E9-1-1 call center equipment and system maintenance; 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 for an effective date.
- [8.](#) City Council Resolution No. 2024-061 - A resolution of the City of Lake City, Florida, adopting that certain quote from Motorola as the lowest quote available to the City for law enforcement video equipment and systems; 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.
- [9.](#) City Council Resolution No. 2024-062 - A resolution of the City of Lake City, Florida, approving that certain legal services agreement with Birchfield & Humphrey for legal services related to eminent domain proceedings arising from the City's enhancement of Sallie May Jerry Park; 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.
- [10.](#) Approval to modify Police Department's Position Schedule to reflect the reallocation of the remaining nine (9) Communication Officer Positions to four (4) additional Police Officer Positions. This adjustment would bring the total of Police Officers in the Position Schedule to thirty-one. Total Staffing for the Police Department will be sixty-two (62) personnel from current sixty-seven (67) Personnel approved in 2024 Budget. (see attachment)
- [11.](#) Approval to reclassify Job Description for Communication Supervisor to Accreditation Manager. This position will maintain the same pay grade (Pay

Grade 8). Approval of the new Accreditation Manager Job Description to replace current Communication Supervisor Job Description

- [12.](#) Approval to transfer funds from the Police Department Personnel Services Account to appropriate Police Department Account to fund annual payment to County (PD Share) for County Dispatch Services per City Council Resolution 2023-126. This amount will be pro-rated based on date the County physically takes over the dispatch duties and the City Dispatchers from the City become County Employees. This amount is a split with City Fire Department based on City Council Resolution 2023-126.
- [13.](#) Authorize the transfer of funds from the Police Department Vehicle Fuel / Car Wash (.52 Account) to purchase four additional patrol units and a K9 unit (Units which are at the end of lease and are to be turned in to Enterprise Leasing). Four Patrol Units are for additional officers and the K9 unit will be used as a spare K9 unit.
- [14.](#) Authorize use of funds for the Police Department to purchase one additional patrol unit to replace the unit which was totaled and not replaced for a total cost of \$2,603.42.

## **Presentations**

- [15.](#) Presentation of Certificate of Completion of the Institute for Elected Municipal Officials to Council Member James Carter (Mayor Stephen Witt)
- [16.](#) Brendan McKitrick, CPA with James Moore - Annual Audit for the Year Ended September 30, 2023
- [17.](#) Columbia Maker Space - Shawn Holmgren - PowerPoint Presentation

## **Old Business**

### Ordinances

### **Open Public Hearing**

- [18.](#) City Council Ordinance No. 2024-2286 (final reading) - An ordinance of the City of Lake City, Florida, closing, abandoning, and vacating a utilities easement for HCA Florida Lake City Hospital pursuant to application VRW24-03 submitted by same; finding abandoning and vacating said utilities easement will not adversely affect the public health, safety, or welfare; authorizing and directing the Mayor to execute such Quit Claim of easement as are necessary to effectuate the intent hereof; directing the City Attorney to prepare said Quit Claim of easement; finding it is in the best interest of the City and for the general welfare of its citizens to vacate said easement; repealing all ordinances in conflict; providing severability; and providing an effective date.



Passed on first reading 6/17/2024

**Close Public Hearing**

Adopt City Council Ordinance No. 2024-2286 on final reading

**Open Public Hearing**

[19.](#) City Council Ordinance No. 2024-2287 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, closing, abandoning, and vacating a utilities and drainage easement for Clyde Skaflestad pursuant to application VRW24-01 submitted by same; finding closing, abandoning, and vacating said utilities and drainage easement will not adversely affect the public health, safety, or welfare; conditioning the closing, abandonment, and vacation of said easement on the applicant granting an alternative drainage easement to the City; authorizing and directing the Mayor to execute such Quit Claim of easements as are necessary to effectuate the intent hereof; directing the City Attorney to prepare said Quit Claim of easement from the City to the applicant; directing the City Attorney to prepare said grant of easement of the alternative easement from the applicant to the City; finding it is in the best interests of the City and for the general welfare of its citizens to close, abandon, and vacate said easement upon the conditions set forth in this ordinance; repealing all ordinances in conflict; providing for severability; and providing an effective date. (Clyde Skaflestad)

Passed on first reading 6/17/2024

**Close Public Hearing**

Adopt City Council Ordinance No. 2024-2287 on final reading

Resolutions

Other Items

[20.](#) Update and Direction from Council: Paul Dyal's Severance Package

**New Business**

Ordinances

[21.](#) City Council Ordinance No. 2024-2273 (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 24-02; relating to an amendment to the text of the Land Development Regulations;

providing for amending Section 12.4 entitled, "Notice of Hearing" by adding a provision requiring notices to property owners within three hundred (300) feet of a property that is the subject of certain land use actions; providing severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2024-2273 on first reading

22. City Council Ordinance No. 2024-2288 (first reading) - An ordinance of the City of Lake City, Florida, calling for a referendum question to be placed before the qualified electors of the City of Lake City at a Special Election to be held on Tuesday, November 5, 2024; providing a Charter referendum question determining whether the means by which the City Council may establish the compensation of the Mayor and members of the City Council shall be limited exclusively to adoption of a stand alone resolution of the City Council where the subject matter of such resolution is limited to the question of such compensation, and permitting the City Council to further implement such Charter provision by ordinance; providing for requisite ballot language; providing for conflicts; providing for severability; and providing an effective date.

Adopt City Council Ordinance No. 2024-2288 on first reading

Resolutions - None

Other Items

23. Schedule a Council Photo Session prior to City Council Meeting at 5:00 PM (Mayor Stephen Witt)

**Departmental Administration** - None

**Comments by Council Members**

**Adjournment**

### **YouTube Information**

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

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

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

**File Attachments for Item:**

1. Minutes - June 17, 2024 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on June 17, 2024 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/Vice-Mayor Jake Hill, Jr.

#### ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt  
Jake Hill, Jr.  
Chevella Young  
Ricky Jernigan  
James Carter  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

#### APPROVAL OF AGENDA

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

#### PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Noah Walker
- Glenel Bowden

#### APPROVAL OF CONSENT AGENDA

1. April 26, 2024 Special Called Council Meeting Minutes
2. May 6, 2024 Regular Session Minutes
3. May 20, 2024 Regular Session Minutes
4. June 3, 2024 Regular Session Minutes
5. City Council Resolution No. 2024-045 - A resolution of the City of Lake City, Florida, authorizing the City to apply for that certain Patrick Leahy Bulletproof Vest Partnership Program Grant administered by the United States Department of Justice; making certain findings of fact in support of the City applying for said grant; recognizing the authority of the Mayor to execute such documents as are necessary to apply for said grant;

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

6. City Council Resolution No. 2024-046 - A resolution of the City of Lake City, Florida, accepting funds awarded by the Edward Byrne Memorial Grant Program to purchase ballistic shields, Conex boxes, and other equipment; adopting the grant award agreement associated with accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2024-047 - A resolution of the City of Lake City, Florida, adopting that certain Memorandum of Understanding with the City of Gainesville by and through the City of Gainesville Police Department allowing the Lake City Police Department to participate in the Internet Crimes Against Children Task Force Program; making 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; authorizing and 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.
8. City Council Resolution No. 2024-048 - A resolution of the City of Lake City, Florida, concerning and recognizing the appointment of Brenda Douglass to serve through the end of the current term in Seat "A" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; recognizing the expiration of said term on October 31, 2026; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
9. City Council Resolution No. 2024-049 - A resolution of the City of Lake City, Florida, concerning and recognizing the appointment of Schara Wilson to serve through the end of the current term in Seat "D" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; recognizing the expiration of said term on October 31, 2027; 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.
10. City Council Resolution No. 2024-050 - A resolution of the City of Lake City, Florida, authorizing the addition of Donnie L. Rosenthal, as City Manager, as an authorized signor of all checks, vouchers, transfers, or disbursements on all bank accounts of the City of Lake City, Florida; ratifying and reaffirming the previous appointments of Demetrius Johnson, as Assistant City Manager, and Angela Taylor Moore, as City

Finance Director as additional signatory options on all checks, vouchers, or disbursements on all City bank accounts; making findings of fact in support thereof; and providing for an effective date.

**Mr. Carter made a motion to approve the consent agenda as presented. Ms. Young seconded the motion and the motion carried unanimously on a voice vote.**

## PRESENTATIONS

11. Victoria Coker, Chair of Youth Group Activities for Youth Leadership Week - Appreciation to Council
12. Staff Sergeant Jacob Burgess with the National Guard Armory - PowerPoint on Recruiting (Council Member Ricky Jernigan)

## OLD BUSINESS

Ordinances – None

Resolutions – None

Other Items

13. Discussion - Council pay raises (Mayor Stephen Witt)

Mayor Witt discussed previous proposals for ordinances regarding Council pay raises.

PUBLIC COMMENT: Glenel Bowden

## NEW BUSINESS

Ordinances

14. City Council Ordinance No. 2024-2286 (first reading) - An ordinance of the City of Lake City, Florida, closing, abandoning, and vacating a utilities easement for HCA Florida Lake City Hospital pursuant to application VRW24-03 submitted by same; finding abandoning and vacating said utilities easement will not adversely affect the public health, safety, or welfare; authorizing and directing the Mayor to execute such Quit Claim of easement as are necessary to effectuate the intent hereof; directing the City Attorney to prepare said Quit Claim of easement; finding it is in the best interest of the City and for the general welfare of its citizens to vacate said easement; repealing all ordinances in conflict; providing severability; and providing an effective date. **Mr. Hill made a motion to approve City Council Ordinance No. 2024-2286 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**



<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

15. City Council Ordinance No. 2024-2287 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, closing, abandoning, and vacating a utilities and drainage easement for Clyde Skaflestad pursuant to application VRW24-01 submitted by same; finding closing, abandoning, and vacating said utilities and drainage easement will not adversely affect the public health, safety, or welfare; conditioning the closing, abandonment, and vacation of said easement on the applicant granting an alternative drainage easement to the City; authorizing and directing the Mayor to execute such Quit Claim of easements as are necessary to effectuate the intent hereof; directing the City Attorney to prepare said Quit Claim of easement from the City to the applicant; directing the City Attorney to prepare said grant of easement of the alternative easement from the applicant to the City; finding it is in the best interests of the City and for the general welfare of its citizens to close, abandon, and vacate said easement upon the conditions set forth in this ordinance; repealing all ordinances in conflict; providing for severability; and providing an effective date. (Clyde Skaflestad) **Mr. Carter made a motion to approve City Council Ordinance No. 2024-2287 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Resolutions

16. City Council Resolution No. 2024-051 - A resolution of the City of Lake City, Florida, appointing John Woolum to serve through the end of the current term in Seat "F" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2024; 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. **Mr. Hill made a motion to approve City Council Resolution No. 2024-051. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

Other Items

17. Informational Purposes Only - April 2024 Invoice for Robinson, Kennon, & Kendron, P.A.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Ms. Young reported 84 kids had signed up for the Summer Camp at Richardson Community Center and provided a brief update of the current staffing condition.

Mr. Jernigan spoke in appreciation of the Lake City Police Department.

ADJOURNMENT

**Mr. Carter made a motion to adjourn at 6:42 PM. Ms. Young seconded the motion and the motion carried unanimously on a voice vote.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

2. City Council Resolution No. 2024-052 - A resolution of the City of Lake City, Florida, approving that certain Amendment No. 2 WG057 between the City and State of Florida Department of Environmental Protection for an extension of time for completing SR47/I-75 wastewater improvements and an extension thereof to the Casey Jones RV Park; making certain findings of fact in support of the City approving 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 agreement; repealing all prior resolutions in conflict; and providing an effective date.

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Meeting Date
6-17-2024

# *City of Lake City Report to Council*

AGENDA	
Section	
Item No.	

**SUBJECT:**

**DEP Grant WG057**

**DEPT. / OFFICE:**

<b>Originator:</b> Brian Scott Director of Distribution/Collection		
<b>City Manager</b>  Don Rosenthal	<b>Department Director</b>  Brian Scott of Distribution/Collection	<b>Date</b>  6/5/2024
<b>Recommended Action:</b> To allow the city to extend out the WGO57- RV Park Extension Grant with an ending date for Pre-Construction of August 31, 2024 (Amendment #2)		
<b>Summary Explanation &amp; Background:</b>  The city is asking that the Pre-Construction Grant be extended to August 31, 2024.		
<b>Alternatives:</b> None		
<b>Source of Funds:</b>  Pre-Construction Extension grant WG057 ( RV Wastewater Project) Amendment #2		
<b>Financial Impact:</b>  No impact on the city budget.		
<b>Exhibits Attached:</b>		

# RESOLUTION NO 2024 - 052

## CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT NO. 2 TO AGREEMENT NO. WG057 BETWEEN THE CITY AND STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR AN EXTENSION OF TIME FOR COMPLETING SR47/I-75 WASTEWATER IMPROVEMENTS AND AN EXTENSION THEREOF TO THE CASEY JONES RV PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING 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, effective March 3, 2022 the City of Lake City ("City") adopted the terms of that certain Grant Agreement No. WG057 (the "Grant Agreement") between the City and the State of Florida Department of Environmental Protection (the "Agency"); and

WHEREAS, the Grant Agreement awarded certain funds to the City in furtherance of completing the wastewater improvements at the SR 47/I-75 interchange to provide a wastewater connection to the Casey Jones RV Park (the "Project") in the City; and

WHEREAS, additional time is required to complete the Project; and

WHEREAS, the Agency is willing to provide additional time to the City pursuant to that certain Amendment No. 2 to the Agreement No. WG057 (the "Amendment") in the form of the Exhibit hereto; and

WHEREAS, completing the Project by approving the 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. Approving the Amendment to extend the contract completion date for the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the 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 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 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 July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Stephen M. Witt, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**AMENDMENT NO. 2  
TO AGREEMENT NO. WG057  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF LAKE CITY**

This Amendment to Agreement No. WG057 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for SR 47/I-75 Wastewater Improvements Project and RV Park Extension (Project), effective March 3, 2022; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

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

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

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to April 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

<b>Department's Grant Manager</b>	
Name:	Cameron McMahan
Address:	Division of Water Restoration Assistance
	3900 Commonwealth Blvd.
	Tallahassee, FL 32399
Phone:	850-245-2944
Email:	Cameron.McMahan@FloridaDEP.gov

3. Section 8. of the Standard Grant Agreement is hereby revised to the following:

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):	SLFRP0125	
Unique Entity Identifier (UEI):	MYB6D4DLBJD9	
Federal Award Date to Department:	03/11/2021	
Federal Award Project Description:		
Total Federal Funds Obligated by this Agreement:	\$475,000	
Federal Awarding Agency:	Department of the Treasury	
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	



4. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor 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 of Contractor.
- 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 of the Contractor.

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

5. Attachment 3-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

6. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Secretary or Designee

Stephen M. Witt, Mayor  
Print Name and Title

Angela Knecht, Division Director  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Cameron McMahan, DEP Grant Manager

\_\_\_\_\_  
Mitch Holmes, DEP QC Reviewer

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

**ATTACHMENT 3-2  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** SR47/I-75 Wastewater Improvements Project RV Park Extension

**PROJECT LOCATION:** The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1168, -82.6601).

**PROJECT BACKGROUND:** The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. This project will decommission the existing septic systems within the City of Lake City (Grantee) and convert the RV Park to central sewer, which will reduce nitrogen loading to the environment and benefit the BMAP.

**PROJECT DESCRIPTION:** The Grantee will complete the SR 47/I-75 Wastewater Improvements Project RV Park Extension to connect the Casey Jones RV Park to the City's centralized wastewater collection system. This project will abandon existing septic tanks in the area, install low-pressure and gravity sewer mains, manholes, and approximately six grinder pump stations with associated piping.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of a combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park and obtain all necessary permits for construction of the project. The Grantee will also prepare a boundary and topographic survey.

**Documentation:** The Grantee will submit: 1) a boundary and topographic survey; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

**Task 2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park and to complete abandonment of the existing septic tanks.

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

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

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

### **Task 3: Construction**

**Deliverables:** The Grantee will construct a combined low-pressure and gravity wastewater collection system, manholes, and grinder pump stations with associated piping at the Casey Jones RV Park in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

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

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

### **Task 4: Connection to Central Sewer**

**Deliverables:** The Grantee will properly abandon approximately 18 septic systems and connect the Casey Jones RV Park to a central sanitary sewer system for wastewater treatment by the City of Lake City's Kicklighter Water Reclamation Facility.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

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

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

**Task 5: Project Management**

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

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

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

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

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

Exhibit

**PROJECT TIMELINE & BUDGET DETAIL:**

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

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026 to ensure the availability of funds and adequate time to process reimbursements. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

The Federal funding under this agreement shall be reimbursed prior to the State funding. Federal funds must be fully expended and reimbursed to Grantee no later than December 31, 2026. The funds will no longer be available after that date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Preconstruction Activities	Contractual Services	\$49,100.00	07/01/2021	8/31/2024
2	Bidding and Contractor Selection	Contractual Services	\$10,000	07/01/2021	11/30/2024
3	Construction	Contractual Services	\$375,000	07/01/2021	10/31/2025
4	Connection to Central Sewer	Contractual Services	\$36,000	07/01/2021	10/31/2025
5	Project Management	Contractual Services	\$4,900.00	07/01/2021	10/31/2025
Total:			\$475,000		

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

Exhibit



**File Attachments for Item:**

3. City Council Resolution No. 2024-053 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 014-2024 for waste water sludge collection, transportation, and disposal services; accepting the bid from H&H Liquid Sludge Disposal, Inc., a Florida Corporation as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
7/1/2024

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Collection, Transportation and Disposal of Wastewater Sludge

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Angel Bryant		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Cody Pridgeon	<b>Date</b> 06/17/2024
<b>Recommended Action:</b> Request approval to accept lowest bidder from ITB-014-2024 with H&H Sludge Disposal Inc for annual contract.		
<b>Summary Explanation &amp; Background:</b> ITB-014-2024 Collection, Transportation and Disposal of WasteWater Sludge was from May 17th, 2024 to June 14th, 2024. One Proposal was submitted by H&H Liquid Sludge Disposal, Inc. where they were the lowest bid.		
<b>Alternatives:</b>  Not accept bid.		
<b>Source of Funds:</b> 410.74.587-030.34		
<b>Financial Impact:</b>		
<b>Exhibits Attached:</b> ITB-014-2024 Solicitation, H & H Liquid Sludge Disposal, Inc's Proposal, & Bid tabulation		

## **RESOLUTION NO 2024-053**

### **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 014-2024 FOR WASTE WATER SLUDGE COLLECTION, TRANSPORTATION, AND DISPOSAL SERVICES; ACCEPTING THE BID FROM H&H LIQUID SLUDGE DISPOSAL, INC., A FLORIDA CORPORATION AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 014-2024 (the "ITB") seeking a vendor to perform waste water sludge collection, transportation, and disposal services (the "Services"); and

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

**WHEREAS**, said ITB evaluation and tabulation process determined H&H Liquid Sludge Disposal, Inc., a Florida corporation (the "Vendor") was the bidder responding to the ITB with the lowest responsive bid in the amount not to exceed \$249,600.00; and

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

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

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

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

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

and for public welfare; and

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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, 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



**[H&H LIQUID SLUDGE DISPOSAL, INC] RESPONSE DOCUMENT REPORT**

ITB No. 014-2024

Collection, Transportation & Disposal of WasteWater Sludge

RESPONSE DEADLINE: June 14, 2024 at 2:00 pm

Report Generated: Friday, June 14, 2024

**H&H Liquid Sludge Disposal, Inc Response**

**CONTACT INFORMATION**

**Company:**

H&H Liquid Sludge Disposal, Inc

**Email:**

biosolidsolutions@hhlzd.com

**Contact:**

Steve Hacht

**Address:**

P.O. BOX 390  
BRANFORD, FL 32008

**Phone:**

(386) 935-1284

**Website:**

N/A

**Submission Date:**

Jun 14, 2024 11:43 AM

### ADDENDA CONFIRMATION

*No addenda issued*

### QUESTIONNAIRE

#### 1. References\*

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

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

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

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

- 1) Customer: City of Cocoa  
Address: 375 N Cocoa Blvd, Cocoa, FL 32922  
Phone: (321) 802-8301  
Contact: Brent Heimbecker, Chief Operator

Email: bheimbecker@cocoaf1.gov

Length of Time of Services: April 2019 to present

Description of Services: Biosolids Transportation and Disposal: Hauling of Class B biosolids to a DEP permitted disposal site for land application.

2) Customer: City of Live Oak

Address: 701 Lime Ave NW, Live Oak, FL 32064

Phone: (386) 466-9410

Contact: Sean Conner, Project Manager

Email: sean.conner@jacobs.com

Length of Time of Services: February 2014 to present

Description of Services: Biosolids Transportation and Disposal: Hauling of Class B biosolids to a DEP permitted disposal site for land application.

3) Customer: St. Johns County

Address: 1205 SR 16, St. Augustine, FL 32084

Phone: (904) 209-2620

Contact: Tony Cubbedge, Environmental Division Manager

Email: twcubbedge@sjcfl.us

Length of Time of Services: June 2019 - present

Description of Services: Transport and dispose of Class B wastewater residuals from four Wastewater Treatment Facilities for land application of cake and liquid sludge.



**2. Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S): \***

*Pass*

K BAR Ranch Permit Number FLA384364 & Rolling R Ranch Permit Number FLA017515

**3. Title and Organization\***

*Pass*

Please provide your title and organization's name.

President, H&H LIQUID SLUDGE DISPOSAL INC.

**4. Local Office\***

*Pass*

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

N/A

**5. Principal Office\***

*Pass*

Please provide the city and state for your Principal Office.

Branford, Florida

**6. Conflict of Interest Statement\***

*Pass*

- A. The above named entity is submitting a Bid for the City of Lake City 014-2024 described as Collection, Transportation & Disposal of WasteWater Sludge.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

Confirmed

**7. Disputes Disclosure Form\***

*Pass*

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

None

**8. Disputes Disclosure Form - Explanation\***

*Pass*

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

N/A

**9. Disputes Disclosure Form - Acknowledgement\***

*Pass*

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

Confirmed

**10. Drug Free Workplace Certificate\***

*Pass*

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

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United

States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.

- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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

Confirmed

#### **11. Non-Collusion Affidavit\***

*Pass*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
014-2024, Collection, Transportation & Disposal of WasteWater Sludge;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;

**CITY COUNCIL RESOLUTION NO. 2020-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING THE BID FROM H & H LIQUID SLUDGE DISPOSAL, INC., FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTEWATER SLUDGE AT A RATE OF \$33.75 PER WET TON, AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH THE PROVIDER.**

**WHEREAS**, the City of Lake City, Florida ("City") finds that the bid of H & H Liquid Sludge Disposal, Inc. ("H & H") of \$33.75 per wet ton was the lowest and most responsible bid to the Invitation to Bid 017-2020, advertised for the Collection, Transportation, and Disposal of Wastewater Sludge (the "Project"); and

**WHEREAS**, the City's staff has recommended, to the City Council, that the bid of H & H be accepted, and that H & H be awarded the contract for the Project at a price of \$33.75 per wet ton (the "Contract Price"); and

**WHEREAS**, the City Council finds that it is in the City's best interest to accept the bid of H & H and to award the contract to H & H for the aforementioned Project pursuant to the terms, provisions, conditions, and requirements of the Agreement attached hereto as "Exhibit A".

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

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

**Section 2.** The City is hereby authorized to accept the bid of H&H Liquid Sludge Disposal, Inc., and award the Project to H&H Liquid Sludge Disposal, Inc.

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

amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of May, 2020.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

Exhibit

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

Confirmed

### 12. E-Verify Affirmation Statement\*

*Pass*

014-2024-Collection, Transportation & Disposal of WasteWater Sludge

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

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

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

Confirmed

### 13. Bidder's Checklist\*

*Pass*

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

Confirmed

### 14. Clarifications and Exceptions\*

*Pass*

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

N/A

### 15. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

FEDERAL IDENTIFICATION NO. (FEID)\*

*Pass*

Please provide your FEIN number here.

59-1832613

ACKNOWLEDGMENTS\*

*Pass*

- A. This sworn statement is submitted with 014-2024.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime; or



2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

PLEASE INDICATE WHICH STATEMENT APPLIES.\*

*Pass*

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

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

REQUIRED DOCUMENTS

*Pass*

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

15.4\_Required\_Documents-\_NOT\_APPLICABLE.docx

DESCRIBE ACTION TAKEN

Pass

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

N/A

**PRICE TABLES**

**UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Unit Price per Wet Ton	3,840	wet tons	\$65.00	\$249,600.00
<b>TOTAL</b>					<b>\$249,600.00</b>

15.4. Required Documents

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

**NOT APPLICABLE**

Exhibit

# INVITATION TO BID

014-2024

## COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SLUDGE

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

RELEASE DATE: May 17, 2024

DEADLINE FOR QUESTIONS: May 31, 2024

PROPOSAL SUBMISSION DEADLINE: June 14, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City  
INVITATION TO BID

Collection, Transportation & Disposal of WasteWater Sludge

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## 1. Introduction

### 1.1. Summary

#### INVITATION TO BID

014-2024

Sealed bids will be accepted by the City of Lake City, Florida until Friday, June 14, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the

Collection, Transportation & Disposal of WasteWater Sludge

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Friday, May 31, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

## 1.2. [Background](#)

The City is looking to establish a contract for the purpose of the Collection, Transportation and Disposal of Wastewater Sludge at the City's Wastewater Facilities. This contract will have a term of 3 years with the option of two (2) one (1) year renewals.

## 1.3. [Contact Information](#)

**Project Contact:**

**Cody Pridgeon**

Wastewater Director  
527 SW Saint Margarets Street  
Lake City, FL 32055  
Email: [pridgeonc@lcfla.com](mailto:pridgeonc@lcfla.com)  
Phone: [\(386\) 758-5455](tel:(386)758-5455)

**Procurement Contact:**

**Angel Bryant**

Procurement Analyst  
205 N Marion Ave  
Lake City, FL 32055  
Email: [bryanta@lcfla.com](mailto:bryanta@lcfla.com)  
Phone: [\(386\) 719-5818](tel:(386)719-5818)

**Department:**

Procurement

**1.4. [Timeline](#)**

<b>Release Project Date</b>	May 17, 2024
<b>Question Submission Deadline</b>	May 31, 2024, 4:00pm
<b>Question Response Deadline</b>	June 7, 2024, 4:00pm
<b>Proposal Submission Deadline</b>	June 14, 2024, 2:00pm
<b>Contractor Selection Date</b>	June 21, 2024



## 2. Instruction To Bidders

### 2.1. Overview

The City of Lake City is accepting bids for The City of Lake City is looking to enter into contract for the purpose of collection, transportation and disposal of wastewater sludge..

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

### 2.2. Pre-Bid Meeting

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

### 2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Friday, June 14, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Friday, June 7, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

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

## 2.6. Contents of Solicitation and Bidders Responsibilities

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

Exhibit

### 3. Scope of Work and Related Requirements

#### 3.1. General Scope of Work

The following requirements are for the transport and disposal of Residual Wastewater Sludge, also referred to as 'Biosolids' generated by City of Lake City St Margaret's Wastewater Facilities. The Contractor shall be responsible for providing any and all labor, equipment, transportation and supplies necessary to transport and dispose of Class B wastewater residuals from the Wastewater Treatment Facility as listed herein on an as needed basis as determined by the Wastewater Division Staff.

The Contractor must meet all applicable Florida Department of Environmental Protection (FDEP), and Environmental Protection Agency (EPA) rules and regulations regarding the transport and disposal of Class B wastewater residuals.

The Contractor must meet the City requirements set forth herein regarding scheduling, removal rates, liability, equipment, chain of custodies, abnormal events, disposal site(s), and personnel certification and abnormal events. The Contractor shall also meet all attached requirements contained within the FDEP Operational Permit

#### 3.2. Facility & Residual Information

Residuals are produced by the following Wastewater Treatment Facility and the Kicklighter Facility:

FACILITY	FDEP PERMIT#	
St Margaret WWTF	FL113956	527 S.
Kicklighter WWTF	FL758353	259 S.

Wastewater Residuals produced by the above referenced facilities are classified as Class "B". The facilities shall achieve Class "B" pathogen reduction as required in 400CFR 5032(b)(2), 400CFR 503.32(b)(3) and Florida Administrative Code, (FAC) 640.600 (1)(b). Vector Attraction shall be met by meeting 40CFR 503.33(b)(10) and FAC 62-640.600(2)(a), which calls for the incorporation of residuals applied to or placed on the land surface within specified time periods after application of placement on the land surface.

**As an Alternative for disposal the sludge can be disposed of in an EPA, FDEP or other State Environmental Regulatory Agency approved lined landfill.**

If the Biosolids (sludge) is disposed of in an approved landfill it must meet the following requirements - 62-640.100 Scope, Intent, Purpose, and Applicability (6) Other Applicable Rules. (b) Disposal of Biosolids, septage, and other solids in a solid waste landfill shall be in accordance with Chapter 62-701, F.A.C.

### 3.3. Points of Contact:

Points of Contact:

Each of the sites shall have qualified operators on duty during regular hours of operation. The Contractor shall coordinate with these operators prior to pick up of sludge. The following individuals are the points of contact.

Cody Pridgeon, Wastewater Director: (386)758-5455

Bill Fish, Chief Operator: (386) 758-5497

Tyler Todd, Lead Operator – (386)758-5467

### 3.4. Collection & Transportation

The Contractor shall collect wastewater sludge from the facility as listed above on an as needed basis.

The Chief and/or

Lead Operators from the St Margaret WWTF Division will normally be the ones to contact the Contractor and coordinate placement of trailers, collection of sludge, and removal of trailers. Sludge from each facility is dewatered via centrifuge to an average of 20% solids. Once processed, the sludge will then be collected and transported for proper disposal or land application of the sludge. If the Centrifuge is not online or properly working or if there are any conditions that change the production of an acceptable Biosolids as defined above due to operational or other mechanical issue, the Contractor will be notified and will need to temporarily haul liquid sludge.

The Contractor shall be responsible for providing two (2) 30 to 40-yard dump trailers and a Yard Dog (Tractor portion of the Tractor/Trailer assembly) at each facility. A third trailer must be provided if the process requires operating a third shift as may be occasionally necessary. The Yard Dog is to be left on site for moving the trailers under the stationary Sludge conveyor. It shall be the responsibility of the Contractor to pick up the loaded trailer and connect the standby trailer as well as bringing a second empty trailer to be stored on site and ready for use when one trailer is filled. At no time shall the Contractor leave any wastewater treatment facility without an empty trailer and/or Yard Dog with which to collect sludge. The Yard Dog and trailers must be in good mechanical and operational condition at all times. If any off site repairs to the Yard Dog or trailers are needed it must be coordinated with The WWTF Staff. At all times the Contractor's priority to the City of Lake City is to insure sludge production and disposal is not impeded at any time.

### 3.5. Equipment and Personnel:

Residuals shall be removed from the facility at the established site. The Yard Dog must be left on site and be in good (safe) working order at all times. It is the responsibility of the Contractor to perform all necessary maintenance and keep the unit fueled at all times. The trailers must have a proper tailgate

seal or other method to prevent off site tracking once the sludge leaves the facility where the Biosolids are generated or the application sites. Trailers cannot allow unacceptable “tracking” leakage from the tailgate or any portion of the trailers transporting the City’s Biosolids. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. The Contractor shall be responsible for providing any and all supplies and equipment to clean up any and all oil, diesel and hydraulic fluid that is spilled. Clean up shall be performed at the time of the spill.

In the process of transporting the Biosolids offsite, if any material is spilled or lost from the trailer while hauling the material and before reaching the delivery destination, the contractor shall insure containment and proper clean up shall be performed by the contractor immediately at the time of the spill.

The Contractor shall only use personnel who have been trained on the equipment and possess the required CDL license and endorsement for the vehicle to be used.

The City’s operation and maintenance staff will move the Yard Dog and trailer as needed to get any sludge loaded spread as evenly as possible in the trailer without the use of rakes and/or shovels (manual labor).

### 3.6. [Scheduling](#)

The Saint Margarets Wastewater facility is staffed Monday through Sunday from 6:00 am – 10:00 pm and the Kicklighter Facility is staffed 6:00 am – 2:00 pm. The Chief or Lead Operator is in charge and shall give the Contractor a minimum of twenty-four (24) hour notification as to the volume of residuals to be removed. Typically, no pick-ups are needed on weekends or recognized City Holidays when there is a minimal staff.

### 3.7. [Sampling & Analysis of Residuals](#)

The City is responsible for the permit required sampling and analysis and shall be conducted in accordance with 40CFR Part 503, Section 503.8. Grab samples shall be used for pathogens and composite samples for metals. Residuals cannot be applied if any single ceiling concentration is exceeded. The residuals dry solids content shall be from 1.5% to 3.0%. A monthly average on a wet ton basis is three hundred and twenty (320) wet tons. Sampling shall be conducted on an annual basis for the following parameters:

It shall be the duty of the Contractor to insure that the cumulative loading limits are not exceeded by the applicator.

The Contractor shall be furnished with copies of the most recent test results. The Contractor shall supply to the St Margaret WWTF and the Kicklighter Facility an Annual Report containing all samples and field

collection data that directly impacts the St Margaret WWTF residual disposal sites and/or that is required by the facility(s) Permit.

PARAMETER	Ceiling Concentration	
Total Nitrogen	Report Only	N/A
Total Phosphorous	Report Only	N/A
Total Potassium	Report Only	N/A
Arsenic	75mg/kg dry weight	36.6 po
Cadmium	85mg/kg dry weight	34.8 po
Copper	4300 mg/kg dry weight	1340 po
Lead	840 mg/kg dry weight	268 po
Mercury	57 mg/kg dry weight	15.2 po
Molybdenum	75 mg/kg dry weight	N/A
Nickel	420 mg/kg dry weight	375 po
Selenium	100 mg/kg dry weight	89.3 po
Zinc	7500 mg/kg dry weight	2500 po
p.H.	Report Only	N/A
Total Solids	Report Only	N/A
Fecal Coliform	Report, <2million geometric mean CFU/g	N/A

### 3.8. Chain of Custody & Record Keeping

Each load of residuals removed shall have its own Chain of Custody (Manifest) and will contain both Facility and Application Certification Statements. The Applicator statement shall read as follows:  
 This Certifies that I shall be transporting this load to an approved agricultural use site specified within the facility Permit as required by Chapter 62-640 FAC. The Transport shall sign, date and record time in and out.

Facility Statement shall read as follows:

This certifies that the wastewater residuals contained herein have been properly treated and stabilized

according to FAC 62-640 and 40 CFR Part 503. I further certify that this is a full load being transported. Certified operator shall sign and date.

Chain of Custody (Manifest) shall have the following information regarding transport vehicle and residual information:

- 1.Truck Registration # 2.Trailer Unit #
- 3.Residual Type 4.Residual Classification
- 5.Residual Volume 6.Date & Time of Pickup

Agricultural Site Data:

1. Weather Conditions
2. Site Location
3. Area of Application for the load
4. Method of Application
5. Water Table

Information required by Permit, 40CFR 503 or FAC 62-640 pertaining to the Agricultural Use Site loading (also known as Nutrient Management Plan (NMP)) and agronomic rates shall be supplied by the Contractor on a semiannual basis and kept by the Utility Department for perpetuity. All other test and field data shall be maintained for a minimum of five (5) years.

### 3.9. Abnormal Events:

An abnormal event is defined for the purposes of this Bid as an event, scheduled or un-scheduled, which requires large volumes of sludge to be removed in a short amount of time. The estimated volume of sludge that would need to be hauled in an average week day is estimated at 80 wet tons and 320 wet tons for an average month. The estimated number of loads that would need to be hauled in an average week is four (4) loads each with an approximate volume of 20 wet tons. The Contractor must have sufficient resources to meet abnormal event volumes that exceed the estimate average as described here.

The Contractor shall have an approved FDEP disposal site(s) that is available for use during historically wet weather months and/or when rainfall amounts restrict residual application due to high ground water levels.

### 3.10. Prohibited Acts

Any application of the residuals to non-approved disposal sites or in a manner that does not meet the requirements contained with the FDEP operating permits for the St Margaret wastewater facility is prohibited. The use of equipment for transport and/or disposal of the residuals shall not be used in the transport or disposal of materials which by contact or reaction may result in a violation of the limits set forth for the land application of Class B residuals per FAC 62-640 and 40CFR 503. This includes no tracking off of the generation and the application sites.

### 3.11. Liability of Contractor/Applicator/City of Lake City

The Permittee (City of Lake City) shall not be held responsible for violations resulting from land application of residuals if the Permittee can demonstrate that it has delivered residuals that meet the parameter concentrations and appropriate treatment requirements as specified within the facility(s) Permit. The Contractor shall legally agree in writing to accept responsibility for proper land application of the residuals. The agreement shall state that the Contractor agrees, upon delivery of residuals that have been treated as required by FAC 62-604, that he shall accept responsibility for proper land application of the residuals and shall comply with the requirements contained within each facility's Permit. The contractor shall be furnished with copies of those requirements pertaining to this agreement.

The City of Lake City and the FDEP Permit facility, St Margaret WWTF, shall not be liable for violations resulting from land application of residuals if said residuals meet parameter concentrations and treatment requirements as required by the Permit. The Contractor shall be responsible in the event that by cause or accident the residuals are released at any site other than those specified by Permit for each facility.

### 3.12. Disposal Requirements:

The Bid Prices must include any and all delivery charges for disposal at any site selected by the Contractor. The disposal site(s) must be approved by FDEP (other Environmental State Agency if outside the State of Florida), EPA and OSHA where applicable.

Delivery of residuals at the disposal site from the collection site must be accomplished on the same day as the collection of the residuals. Disposal must be accomplished in accordance with these Specifications. The Contractor must have for its use a primary and secondary disposal site selected.

### 3.13. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

### 3.14. Protection of Property/Property Conditions

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



### 3.15. Safety

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

### 3.16. Employees

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

### 3.17. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

### 3.18. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.

- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

Exhibit

## 4. General Terms and Conditions

### 4.1. Definitions

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

#### 4.2. Qualifications of Respondents

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

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

#### 4.3. Award

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

#### 4.4. Assignment

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

#### 4.5. Basis for Bidding

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

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

#### 4.6. Bidder Eligibility

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

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

#### 4.7. Cancellation of Solicitation

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

#### 4.8. Changing of Forms

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

#### 4.9. Tax Exempt

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

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

#### 4.10. Collusion Among Firms

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

#### 4.11. Conflict of Interest

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

#### 4.12. Conflicts within the Solicitation

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

#### 4.13. Continuation of Work

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

#### 4.14. Cost of Preparing Bid Response

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

#### 4.15. [Execution of Contract](#)

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

#### 4.16. [Interpretation of Contract Documents](#)

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

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

#### 4.17. [Liability](#)

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

#### 4.18. [Notice to Proceed](#)

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

#### 4.19. [Price Bid](#)

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

#### 4.20. [Protests](#)

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

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

#### 4.21. Public Entity Crime

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

#### 4.22. Public Record

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

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



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

#### 4.23. Insurance

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

#### 4.24. Indemnity

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

#### 4.25. Liquidated Damages

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

#### 4.26. Schedule

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

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

#### 4.27. Special Conditions

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

#### 4.28. Payment

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

#### 4.29. Or Equal

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

#### 4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

#### 4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

#### 4.32. Addendum

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

#### 4.33. Required Documents

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

#### 4.34. Employment Eligibility Verification (E-Verify)

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

#### 4.35. Payment And Performance Bonds

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

#### 4.36. Additional Information

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

## 5. Pricing Proposal

### UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Unit Price per Wet Ton	3,840	wet tons		
<b>TOTAL</b>					

Exhibit

## 6. Vendor Questionnaire

### 6.1. References\*

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

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

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

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

\*Response required

### 6.2. Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S): \*

\*Response required

### 6.3. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.4. Local Office\*

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

\*Response required

### 6.5. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.6. Conflict of Interest Statement\*

- A. The above named entity is submitting a Bid for the City of Lake City 014-2024 described as Collection, Transportation & Disposal of WasteWater Sludge.

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

Please confirm

\*Response required

### 6.7. [Disputes Disclosure Form\\*](#)

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

*Select all that apply*

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

\*Response required

#### 6.8. [Disputes Disclosure Form - Explanation\\*](#)

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

\*Response required

#### 6.9. [Disputes Disclosure Form - Acknowledgement\\*](#)

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

Please confirm

\*Response required

#### 6.10. [Drug Free Workplace Certificate\\*](#)

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

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

- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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

Please confirm

\*Response required

#### 6.11. Non-Collusion Affidavit\*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
014-2024, Collection, Transportation & Disposal of WasteWater Sludge;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

\*Response required

#### 6.12. E-Verify Affirmation Statement\*

014-2024-Collection, Transportation & Disposal of WasteWater Sludge

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

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



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

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

Please confirm

\*Response required

### 6.13. Bidder's Checklist\*

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

Please confirm

\*Response required

### 6.14. Clarifications and Exceptions\*

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

\*Response required

### 6.15. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

#### 6.15.1. Federal Identification No. (FEID)\*

Please provide your FEIN number here.

\*Response required

#### 6.15.2. Acknowledgments\*

- A. This sworn statement is submitted with 014-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by

indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

Please confirm

\*Response required

**6.15.3. Please indicate which statement applies.\***

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

*Select all that apply*

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

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

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

\*Response required

#### *6.15.4. Required Documents*

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

#### *6.15.5. Describe Action Taken*

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

Exhibit



**EVALUATION TABULATION**

ITB No. 014-2024

Collection, Transportation & Disposal of WasteWater Sludge

RESPONSE DEADLINE: June 14, 2024 at 2:00 pm

Report Generated: Monday, June 17, 2024

**SELECTED VENDOR TOTALS**

Vendor	Total
H&H Liquid Sludge Disposal, Inc	\$249,600.00

**UNIT PRICE PER WET ON FOR SLUDE TRANSPORTED FROM THE CITY OF LAKE CITY'S ST. MARGARET'S WWTF**

Unit Price per wet on for slude transported from the City of Lake City's St. Margaret's WWTF					H&H Liquid Sludge Disposal, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Unit Price per Wet Ton	3840	wet tons	\$65.00	\$249,600.00
Total						\$249,600.00

**VENDOR QUESTIONNAIRE PASS/FAIL**

Question Title	H&H Liquid Sludge Disposal, Inc
References	
Proposed Land Application or EPA/FDEP APPROVED LANDFILL DISPOSAL SITE(S):	Pass
Title and Organization	Pass
Local Office	Pass

EVALUATION TABULATION

ITB No. 014-2024

Collection, Transportation & Disposal of WasteWater Sludge

Question Title	H&H Liquid Sludge Disposal, Inc
Principal Office	Pass
Conflict of Interest Statement	Pass
Disputes Disclosure Form	Pass
Disputes Disclosure Form - Explanation	Pass
Disputes Disclosure Form - Acknowledgement	Pass
Drug Free Workplace Certificate	Pass
Non-Collusion Affidavit	Pass
E-Verify Affirmation Statement	Pass
Bidder's Checklist	Pass
Clarifications and Exceptions	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes	
Federal Identification No. (FEID)	Pass
Acknowledgments	Pass
Please indicate which statement applies.	Pass
Required Documents	Pass
Describe Action Taken	Pass

**CITY COUNCIL RESOLUTION NO. 2020-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING THE BID FROM H & H LIQUID SLUDGE DISPOSAL, INC., FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTEWATER SLUDGE AT A RATE OF \$33.75 PER WET TON, AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH THE PROVIDER.**

**WHEREAS**, the City of Lake City, Florida ("City") finds that the bid of H & H Liquid Sludge Disposal, Inc. ("H & H") of \$33.75 per wet ton was the lowest and most responsible bid to the Invitation to Bid 017-2020, advertised for the Collection, Transportation, and Disposal of Wastewater Sludge (the "Project"); and

**WHEREAS**, the City's staff has recommended, to the City Council, that the bid of H & H be accepted, and that H & H be awarded the contract for the Project at a price of \$33.75 per wet ton (the "Contract Price"); and

**WHEREAS**, the City Council finds that it is in the City's best interest to accept the bid of H & H and to award the contract to H & H for the aforementioned Project pursuant to the terms, provisions, conditions, and requirements of the Agreement attached hereto as "Exhibit A".

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

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

**Section 2.** The City is hereby authorized to accept the bid of H&H Liquid Sludge Disposal, Inc., and award the Project to H&H Liquid Sludge Disposal, Inc.

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

amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of May, 2020.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

Exhibit

**File Attachments for Item:**

4. City Council Resolution No. 2024-054 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and NJN Consulting Services, Inc. for governmental finance consulting services for employment and labor matters; 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.



**RESOLUTION NO 2024 - 054**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND NJN CONSULTING SERVICES, INC. FOR GOVERNMENTAL FINANCE CONSULTING SERVICES FOR EMPLOYMENT AND LABOR MATTERS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) recognizes the need from time-to-time to seek advice and information from subject matter experts, including experts in the field of government finance; and

WHEREAS, the City has determined the need to seek advice and information from a consultant specializing in matters of government finance to assist the City in comprehensively reviewing the City’s finances and financial procedures (the “Project”); and

WHEREAS, NJN Consulting Services, Inc. (the “Vendor”) is a consulting firm with extensive knowledge of local government finance and financial procedures; and

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

WHEREAS, completing the Project by engaging the Vendor’s services is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor 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 July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, 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

June 17, 2024

Don Rosenthal  
City Manager  
Lake City  
205 North Marion Avenue  
Lake City, Florida 32055

Dear Mr. Rosenthal:

Thank you for considering me for the financial consulting opportunity with Lake City Florida. After reviewing the Lake City financial material provided on the web-site I believe I can be of tremendous assistance to you and your organization.

I have been in the municipal finance world since 1978 as both a fulltime employee and as a financial consultant. As a fulltime employee I served as Finance Director in the Villages of Lombard, Oak Park and Villa Park; in addition to being Assistant Village Manager in the Village of Hazel Crest, and Purchasing Agent in the City of Joliet. As a Financial Operations and Management Consultant since 1994 I have consulted for nearly twenty (20) municipalities, three (3) private businesses, one (1) county, one (1) park district, and two (2) not-for-profits in three (3) different states.

I have served these organizations in various capacities including: complete budget process, capital improvement programing, annual audit preparation, long term capital, debt, and financial planning, banking/ treasury management, purchasing, inventory control, insurance, risk management, safety, loss control, debt financing, AR, AP, software and hardware installation, accounting and interim reporting, strategic planning, labor negotiations, retirement plan administration, and investing.

Throughout these many years I have addressed many Village Boards, County Boards, State Committees, local banks, and Financing Authorities. In addition, I've had to present some very difficult issues including property tax rate increases, water rate increases, downsizing recommendations, hiring/ firing, credit rating agency presentations, unpopular economic development proposals, presentations to other taxing districts, labor negotiations, and community meetings.

I can be available immediately and can work in any capacity related municipal finance. Thanks for taking time to review this letter and my attached resume. Hope we have an opportunity to speak in the near future.

Sincerely,

Nick Narducci  
630.670.3250

*Attachment*

**NICHOLAS J. NARDUCCI**  
NJN Consulting Services, Inc.  
1010 Burlington Avenue, Unit #2307  
Lisle, IL 60532  
(630) 670-3250  
[Njn554557@Gmail.com](mailto:Njn554557@Gmail.com)

### **Municipal/ Corporate Financial Consultant**

**CFO, Controller, Treasurer, Finance Director, Management, Special Projects, Strategic Planning, Budgeting, Audit Preparation, Cash Management, Analysis, Debt Analysis, Insurance, Purchasing, Problem Solving, Staffing, Training**

**OBJECTIVE:** “To secure a contract position in municipal or corporate finance, bringing forty-five (45) years of experience to an organization.”

### **BACKGROUND:**

**1994 – Present: NJN Consulting Services, Inc.**

*Village of Westmont* – (9) months – interim finance director

*Village of Winthrop Harbor* – (1) year – finance consulting

*Channahon Park District* – (4) months - interim

*City of Crest Hill* – (8) years – finance consulting

*Anderson Animal Shelter* – project finance consulting - interim

*Northern Theological Seminary* – (1) year - finance consulting

*Village of Beach Park* – (3) years – finance & economic development

*Olsun Electrics Corporation* – (18) months – turnaround

*Village of Elwood* – (9) years – finance director

*Village of Minooka* – (5) years – finance director

*Tyler Walker* – (11) months – agricultural and fertilizer firm, CFO/ CAO

*City of Wilmington* – (1) year – installed financial package, systems and staffing

*Village of Winfield* - (9) years – finance director

*Additional clients of NJN - municipalities of Schiller Park, McCook, St. Charles, Geneva, Bellwood, North Riverside, Fox Lake, Carpentersville, Marengo, Countryside, Kendall County, Villa Park, Mount Pleasant Wisconsin, and Ehlers & Associates.*

**1991 – 1994 – Finance Director (Treasurer), Village of Oak Park, Illinois**

**1986 – 1991 – Finance Director (Treasurer), Village of Lombard, Illinois**

**1980 – 1986 – Assistant Village Manager, Village of Hazel Crest, Illinois**

**1978 – 1980 – Purchasing Agent, City of Joliet, Illinois**

Duties of the above include: complete budget process, capital improvement programs, annual audit preparation, banking/ treasury management, purchasing, inventory control, insurance, risk management, safety, loss control, debt financing, AR, AP, software and hardware installation, accounting and interim reporting, strategic planning, labor negotiations, retirement plan administration, and investing.

### **EDUCATION:**

Bachelor’s degree in Economics, Lewis University, Romeoville, Illinois

**Financial Software:** JD Edwards, HTE, Fund Balance, Harris - MSI, Fundware, Oracle, LOCIS, Civic Systems, QuickBooks, New World Systems, Blackbaud, Excel, PowerPoint

Exhibit

June 17, 2024

Don Rosenthal  
City Manager  
Lake City  
205 North Marion Avenue  
Lake City, Florida 32055

Dear Mr. Rosenthal:

Thank you for taking time to review my background and consider me for this consulting opportunity with Lake City. If possible, I would suggest a two (2) month engagement, nine (9) weeks, ten (10) hours per week for the project. I will conduct the majority of the project work off-site and allow for two (2) days on-site. The general work plan is proposed as follows:

- Week #1-
  - Review audit, budget, chart of accounts, pension, GL
  - State of Florida municipal finance reporting requirements
  - Zoom meeting with City Manager
- Week #2 –
  - Review capital plan utilities
  - Review infrastructure capital plan
  - Zoom meeting with City Manager
- Week #3 –
  - Prepare operating fund spreadsheets
  - Review last bond rating
  - Zoom meeting with City Manager
- Week #4 –
  - CONFIDENTIAL meeting with City Auditor
  - Prepare capital fund spreadsheets
  - Meeting with City Manager
- Week #5 –
  - Prepare DRAFT presentation
  - CONFIDENTIAL meeting with financial institutions
  - CONFIDENTIAL meeting with financial advisor
  - Zoom meeting with City Manager
- Week #6 –
  - Preliminary meeting with elected officials
  - Preliminary meeting with City staff
- Week #7 –
  - Implementation
  - Zoom meeting with City Manager
- Week #8 –
  - Implementation
  - Zoom meeting with City Manager

- Week #9 –
  - Implementation
  - Zoom meeting with City Manager
  - Secure final material
  - Send electronic copies to Lake City

All of the above will be completed and ready for staff review prior to budget completion.

This project will be completed in a two (2) month period. The hourly is \$75.00 per hour for a total not to exceed of \$6,750.

I hope you find my background and proposal satisfactory and look forward to the opportunity to discuss further.

Sincerely,

Nicholas J. Narducci

Exhibit

## CONSULTING SERVICES AGREEMENT

This consulting services agreement is between the City of Lake City, Florida (“**City**”) and NJN CONSULTING SERVICES, INC. (“**Consultant**”).

The parties therefore agree as follows:

### 1. ENGAGEMENT; SERVICES.

(a) **Engagement.** The City retains the Consultant to provide, and the Consultant shall provide, the services described in **Exhibit A** (the “**Services**”).

(b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Consultant shall:

- (i) perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;
- (ii) communicate with the City about progress the Consultant has made in performing the Services;
- (iii) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant’s work must be performed on or with the City’s equipment;
- (iv) provide services (including the Services) and end products that are satisfactory and acceptable to the City and free of defects; and

(c) **Legal Compliance.**

- (i) The Consultant shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
- (ii) Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

(d) **City’s Obligations.** The City shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant’s obligations under this agreement at least 30 days before implementing those changes.

### 2. TERM AND TERMINATION.

(a) **Term.** This agreement will become effective on the Effective Date, as described in section 20, hereof. Unless it is terminated earlier in accordance with subsection 2(b), this



agreement will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for those Services (the “**Term**”).

**(b) Termination.** This agreement may be terminated:

- (i) by either party on provision of 30 days’ written notice to the other party, with or without cause;
- (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party’s material breach is not cured within 15 days of receipt of written notice of the breach; or
- (iii) by the City at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the City, or is guilty of serious misconduct in connection with performance under this agreement; or
- (iv) automatically, on the death of the Consultant’s principal, Nicholas J. Narducci.
- (v) 365 days following the Effective Date.

**(c) Effect of Termination.** After the termination of this agreement for any reason, the City shall promptly pay the Consultant for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

### **3. COMPENSATION.**

**(a) Terms and Conditions.** The City shall pay the Consultant in accordance with **Exhibit A**.

**(b) No Payments in Certain Circumstances.** No payment will be payable to the Consultant under any of the following circumstances:

- (i) if prohibited under applicable government law, regulation, or policy;
- (ii) if the Consultant did not directly perform or complete the Services described in **Exhibit A**;
- (iii) if the Consultant did not perform the Services to the reasonable satisfaction of the City; or
- (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.

**No Other Compensation.** The compensation set out above and in **Exhibit A** will be the Consultant’s sole compensation under this agreement.

**(c) Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The City has no obligation to pay or withhold any sums for those taxes.

**(d) Other Benefits.** The Consultant has no claim against the City under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

### **4. NATURE OF RELATIONSHIP; INVENTIONS AND CREATIVE WORKS.**

**(a) Independent Contractor Status.**

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship

is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

- (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the City is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for himself and his staff.

**(b) Right to Ownership of Inventions and Creative Works.**

All work created, originated and/or prepared by The Consultant in performing Services pursuant to this Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Consultant or jointly by the Consultant and the City may be used by the City without obligation of notice or accounting to the Consultant. Any data, information or other materials furnished by the City for use by the Consultant under this Agreement shall remain the sole property of the City.

**5. Confidential Information and Public Records.**

- a. **City Confidential Information.** The Consultant shall not disclose to any third party any City Confidential Information the Consultant has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to the Consultant as is necessary to complete the Services.
- b. **Contractor Confidential Information.** All Consultant Confidential Information received by the City from the Consultant will be held in trust and confidence from the date of disclosure by the Consultant and discussions involving such Consultant Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of the Consultant in the Consultant Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Consultant Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. The Consultant shall be solely responsible for taking any and all action it deems necessary to protect its Consultant Confidential Information except as provided herein. The Consultant acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

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

**If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract, contact Audrey Sikes, City Clerk, City of Lake City, Florida custodian of public records at 386-719-5756, SikesA@LCFla.com, 205 North Marion Avenue, Lake City, Florida 32055.**

6. **Audit.** The Consultant shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
7. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., the Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- (a) The Consultant shall require each of its subcontractors to provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

- (b) The City, the Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- (c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Consultant otherwise complied, shall promptly notify the Consultant and the Consultant shall immediately terminate the contract with the subcontractor.
- (d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. The Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by the Consultant, the Consultant may not be awarded a public contract for at least one (1) year. The Consultant further acknowledges that the Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- (e) The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## 8. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the City under this agreement.

## 9. INDEMNIFICATION.

- (a) **Of City by Consultant.** At all times after the effective date of this agreement, the Consultant shall indemnify the City and its officers and employees, (collectively, the "**City Indemnitees**") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "**Claims**") that any City Indemnitee may incur and that arise from:
  - (i) the Consultant's gross negligence or willful misconduct arising from the Contractor's carrying out of his obligations under this agreement;
  - (ii) the Consultant's breach of any of his obligations or representations under this agreement; or
  - (iii) the Consultant's breach of his express representation that he is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant or the City resulting from that contrary interpretation, including taxes, assessments, and penalties that would have

been deducted from the Consultant's earnings if the Consultant had been on the City's payroll and employed as a City employee.

#### **10. FORCE MAJEURE.**

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

#### **11. GOVERNING LAW.**

**Choice of Law.** The laws of the state of Florida shall govern this agreement without giving effect to its conflicts of law principles.

- (a) **Choice of Forum.** Any action arising out of this agreement shall be commenced in a court of competent jurisdiction in Columbia County, Florida.
- (b) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the non-prevailing party in such enforcement action shall reimburse the prevailing party for its reasonable attorneys' fees.

#### **12. AMENDMENTS.**

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

#### **13. ASSIGNMENT AND DELEGATION.**

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 12 it is void.

#### **14. COUNTERPARTS; ELECTRONIC SIGNATURES.**

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

## **15. SEVERABILITY.**

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

## **16. NOTICES.**

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices at the following addresses:

If to the City:  
City of Lake City  
Attn: Donald Rosenthal  
205 North Marion Avenue  
Lake City, Florida 32055  
RosenthalD@LCFla.com

If to the Consultant:  
NJN Consulting Services, Inc  
1010 Burlington Avenue #2307  
Lisle, IL 60532  
njn554557@Gmail.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

## **17. WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

## **18. ENTIRE AGREEMENT.**

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of

trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

**19. HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

**20. EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**21. NECESSARY ACTS; FURTHER ASSURANCES.**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement. Each party is signing this agreement on the date stated opposite that party's signature.

NJN, Consulting Services, Inc

By: \_\_\_\_\_  
Nicholas J. Narducci  
Title: President  
Date

CITY OF LAKE CITY

By: \_\_\_\_\_  
Stephen M. Witt  
Mayor  
Date

ATTEST:

By: \_\_\_\_\_  
Audrey Sikes  
City Clerk  
Date

**DUTIES, SPECIFICATIONS, AND COMPENSATION**

- Review current financial information to determine funding sources for future projects.
- Provide advisory services as necessary and as directed by Manager.
- Review current practices, policies, and procedures in relation to future projects.
- Advise:
  - Financial Forecasting
  - Long Term Financial Planning
  - Capital/ Debt Planning
  - Financial Analysis

**Fee will be \$75.00 per hour not to exceed \$4,500.**

Exhibit



Exhibit

**File Attachments for Item:**

5. City Council Resolution No. 2024-057 - A resolution of the City of Lake City, Florida, recognizing a need for the development and design of the north taxiway at the Lake City Gateway Airport in the City of Lake City, Florida; recognizing a need for financial assistance through grant funding to complete the development and design of the north taxiway at the Lake City Gateway Airport; authorizing the City to apply for that certain Fiscal Year 2024 Bipartisan Infrastructure Law Grant for grant funding in the amount of one hundred forty thousand dollars in furtherance of development and design of the north taxiway at the Lake City Gateway Airport; making certain findings of fact in support of the City applying for said grant; recognizing the authority of the Mayor to execute such documents as are necessary to apply for said grant; directing the Mayor to execute said documents; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2024-057**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA RECOGNIZING A NEED FOR THE DEVELOPMENT AND DESIGN OF THE NORTH TAXIWAY AT THE LAKE CITY GATEWAY AIRPORT IN THE CITY OF LAKE CITY, FLORIDA; RECOGNIZING A NEED FOR FINANCIAL ASSISTANCE THROUGH GRANT FUNDING TO COMPLETE THE DEVELOPMENT AND DESIGN OF THE NORTH TAXIWAY AT THE LAKE CITY GATEWAY AIRPORT; AUTHORIZING THE CITY TO APPLY FOR THAT CERTAIN FISCAL YEAR 2024 BIPARTISAN INFRASTRUCTURE LAW GRANT FOR GRANT FUNDING IN THE AMOUNT OF ONE HUNDRED FORTY THOUSAND DOLLARS IN FURTHERANCE OF DEVELOPMENT AND DESIGN OF THE NORTH TAXIWAY AT THE LAKE CITY GATEWAY AIRPORT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPLYING FOR SAID GRANT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO APPLY FOR SAID GRANT; DIRECTING THE MAYOR TO EXECUTE SAID DOCUMENTS; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake City Gateway Airport (the “Airport”) in the City of Lake City (the “City”) requires development and design of the north taxiway at the airport (the “Project”); and

**WHEREAS**, the City is financially constrained and unable to complete the Project without financial assistance from other funding sources; and

**WHEREAS**, the Federal Aviation Administration (the “Agency”) has available certain funds through its Fiscal Year 2024 Bipartisan Infrastructure Grant program (the “Grant Program”) for the purpose of assisting financially constrained communities like the City complete projects like the Project; and

**WHEREAS**, the City desires to apply for certain grant funds (the “Grant Funds”) from the Grant Program in furtherance of completing the Project; and

**WHEREAS**, the Agency requires the City to submit an application (the “Application”) as a condition of being considered for an award of the Grant Funds from the Grant Program in furtherance of funding the Project; and

**WHEREAS**, submitting the Application to be considered for an award of the Grant Funds from the Grant Program is in the public interest and in the interests of the City;

**WHEREAS**, receiving the approval of the City Council prior to accepting any Grant Funds awarded to the City by the Agency from the Grant Program in furtherance of the Project is necessary and prudent to ensure completing the Project aligns with the City’s goals and objectives at the time of such award of Grant Funds; now therefore

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

1. Submitting the Application to be considered for an award of the Grant Funds from the Grant Program in furtherance of funding the completion of the Project is in the public interest and in the interests of the City; and

- 
2. In furtherance thereof, completion and submission of the Application 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 Application and any other documents required to apply for the Grant Funds from the Grant Program; and
  5. The Mayor of the City of Lake City is directed to execute on execute on behalf of and bind the City to the terms of the Application and any other documents required to apply for the Grant Funds from the Grant Program; and
  6. The City Manager is directed to notify the City Council of any award of Grant Funds pursuant to the Application and to seek the approval of the City Council prior to accepting such Grant Funds; 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 July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

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Stephen M. Witt, 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

**Federal Assistance Request Checklist**

Airport:	Lake City Gateway Airport (LCQ)
Sponsor:	City of Lake City
City, State:	Lake City, Florida
Date of Application:	May 2024
Type of Application:	FY 2024 BIL Grant Application - Design

**Cover Letter:**

- 1. Letter of Credit method of payment requested.
- 2. Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
- 3. If pre-application, proposed application date identified.
- 4. If application, any changes to requested amount are identified and reasons provided.
- 5. If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
- 6. If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

**Pre Application:**

- 7. Standard Form 424; Form 5100-100 (Part II and Part III)
- 8. Detailed Project Information Sheet
- 9. Project Cost Estimates – One for each project and a summary
- 10. Project Sketch – One for each or one drawing with all projects
- 11. Environmental Determination Documentation for each project (CATEX Checklist, Copy of FONSI or ROD Signature Page)
- 12. Individual Project Schedules
- 13. Airport Sponsor AIP Certifications
- 14. Exhibit "A" (Airport Property Inventory Map)
- 15. Exhibit "C" (Title Opinion)

**Application:**

- 13. Standard Form 424; Form 5100-101 (Part II); Form 5100-101 (Part III)
- 14. Detailed Project Information Sheet
- 15. Individual Project Cost Breakdowns and Total Cost Summary
- 16. Bid Tabulations and Recommendation for Award Letter or:
  - 16.1 Construction Agreement
  - 16.2 Consultant-Inspection Agreement
  - 16.3 Consultant – Design Agreement
  - 16.4 Consultant – Planning Agreement
- 17. Project Sketch – One for each or one drawing with all projects
- 18. Environmental Determination Documentation for each project
- 19. Individual Project Schedules
- 20. Appraisals (Land Acquisition Projects)
- 21. Independent Cost Estimates (Design-Only Projects or Construction Phase Services)
- 22. Airport Sponsor AIP Certifications
- 23. Exhibit "A" (Airport Property Inventory Map)
- 24. Exhibit "C" (Title Opinion)

Standard Form 424

EXHIBIT

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\*2. Type of Application

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

LCQ

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Lake City

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
59-6000317

\*c. UEI:  
GSPXME95JAG9

**d. Address:**

\*Street 1: 205 N. Marion Avenue  
Street 2:  
\*City: Lake City  
County/Parish:  
\*State: FL  
\*Province: Columbia  
\*Country: USA: United States  
\*Zip / Postal Code 32055-0000

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. \*First Name: Stephen  
Middle Name:  
\*Last Name: Witt  
Suffix:

Title: Mayor

Organizational Affiliation:  
N/A

\*Telephone Number: 352-719-5759

Fax Number:

\*Email: witts@lcfcla.com

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

N/A

\*Title:

N/A

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

North Taxiway Site Development (Design)

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: 5

\*b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 07/01/2024

\*b. End Date:

**18. Estimated Funding (\$):**

*a. Federal	\$ 126,000
*b. Applicant	\$ 0
*c. State	\$ 14,000
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 140,000

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?** Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: Stephen  
Middle Name: \_\_\_\_\_  
\*Last Name: Witt  
Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: 386-719-5759

Fax Number:

\* Email: witts@lcfla.com

\*Signature of Authorized Representative:

\*Date Signed:

Standard Form 5100-100 (Part II & III)

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

True

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

True

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Yes

**PART II – SECTION C** (Continued)

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

True

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

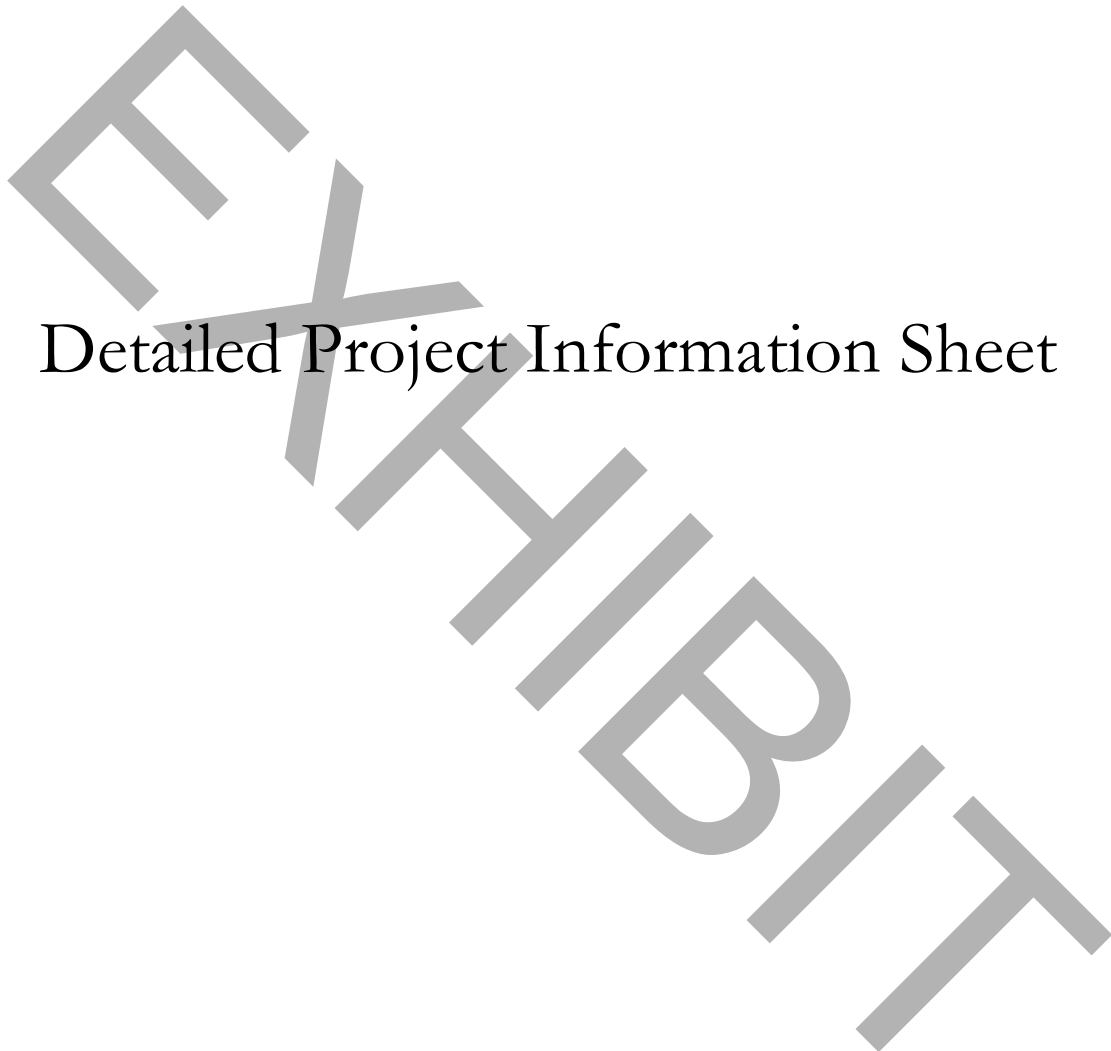
<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	125,540		125,540
5. Other Architectural engineering fees	14,460		14,460
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)	\$ 140,000		\$ 14,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18	126,000		126,000
20. Grantee share			
21. Other shares	14,000		14,000
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)	\$ 140,000		\$ 140,000

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)





Detailed Project Information Sheet

**Lake City Gateway Airport (LCQ)  
 Airport Improvement Program  
 FY 2024 BIL Grant Application**

**Detailed Project Information**

Airport: Lake City Gateway Airport (LCQ)

City, State: Lake City, Florida

Project Title: North Taxilane Site Development (Design)

Project Description: The project will involve the design of a Taxilane with associated lighting, markings and a stormwater management facility to support an FDOT funded Hangar building and adjacent private development hangar to be constructed North of Runway 10-28 at the Lake City Gateway Airport (LCQ). Design of the Taxilanes will be TDG 2.

Project Justification: This project supports the Airport's ongoing revenue generating initiatives. There is currently a waiting list for hangar space. The taxilane will provide access to the Hangar development area.

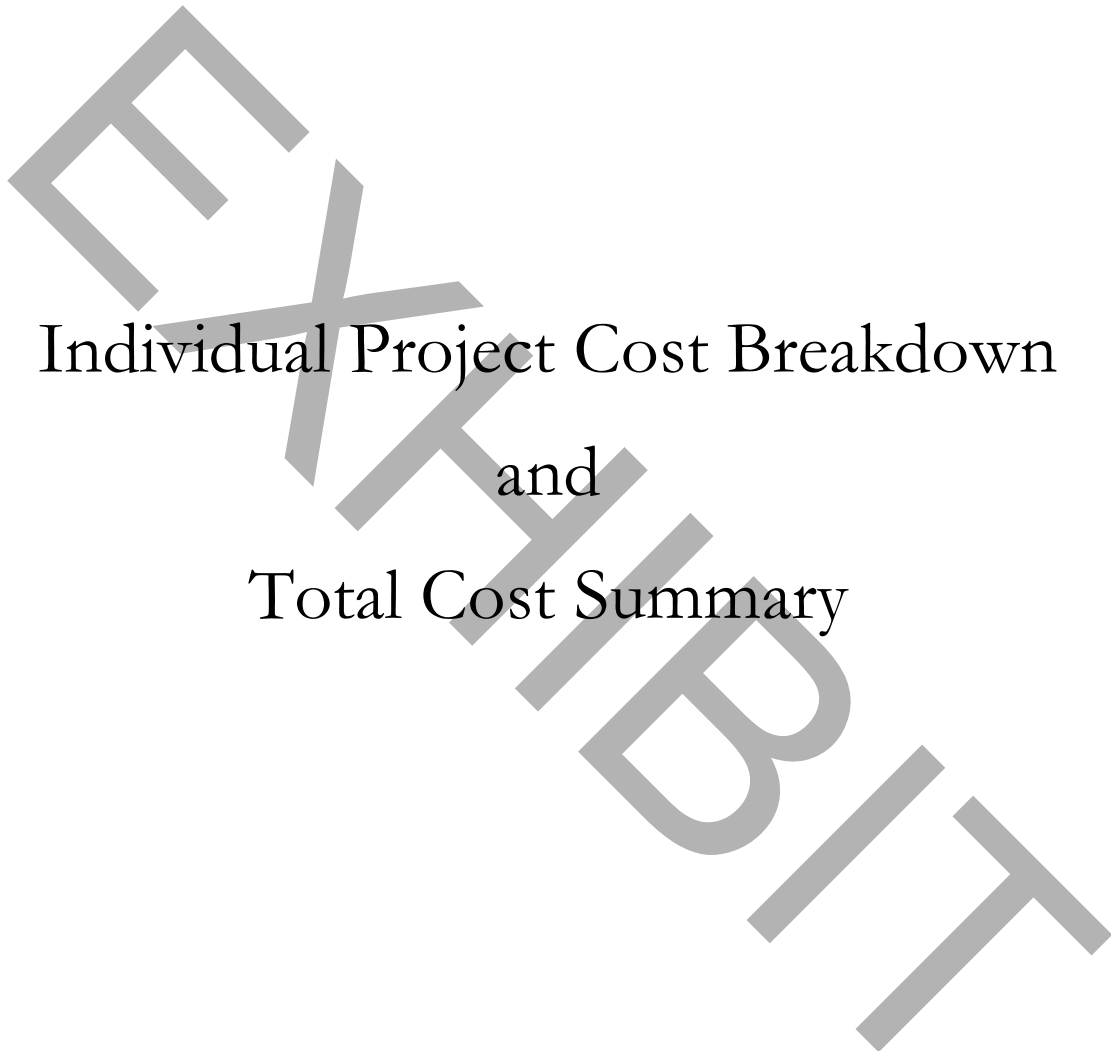
Special Circumstances: None.

Project Cost Information:

Total Cost (100%)	FAA Share (90%)	State (10%)	Local (0%)
\$140,000	\$126,000	\$14,000	\$0.00

<b>Type of Funding Proposed (FAA Share Only)</b>			
<u>Fund Type</u>	<u>Funds Available</u>	<u>Funds to be Used</u>	<u>Funds Remaining</u>
BIL FY-2024	\$126,000	\$126,000	\$0.00
Total	\$126,000	\$126,000	\$0.00

Alternate Funding Plan: None.



Individual Project Cost Breakdown  
and  
Total Cost Summary

**Lake City Gateway Airport (LCQ)  
 Airport Improvement Program  
 FY 2024 BIL Grant Application**

**Project Costs**

Project Title: North Taxilane Site Development (Design)

	<u>Cost (100%)</u>	<u>FAA (90%)</u>
Professional Consultant Services:		
Design Phase Services:	\$125,540	\$112,986
Subconsultants Services:	\$14,460	\$13,014
 Total Amount	 \$140,000	 \$126,000
 Total Estimated Project Cost (100%)	 \$140,000	
Total FAA Share Cost (90%)		\$126,000

Consultant Agreement:  
Supplemental Agreement 24-31

# City of Lake City



## Lake City Gateway Airport North Taxilane Design

Engineering Design, Stormwater Permitting, Geotechnical Investigation, Topographic Survey and Bidding Assistance

by

**Passero Associates, LLC**

(PA Project No. 20070044.0031)

## Supplemental Agreement 24-31

**Supplemental Agreement 24-31**  
**North Taxilane Design**  
**Lake City Gateway Airport, Lake City, Florida**

PASSERO ASSOCIATES, LLC (PA or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Contract for Professional Airport Engineering Services, dated August 22, 2022, with the of City of Lake City (City or "Client"), all of which terms and conditions are incorporated herein by reference:

**Project Location:** Lake City Gateway Airport, 3524 East US Highway 90, Lake City, Florida, 32055

**Project Description:** The project will involve the design of a Taxilane with associated lighting, markings and a stormwater management facility to support an FDOT funded Hangar building and adjacent private development hangar to be constructed North of Runway 10-28 at the Lake City Gateway Airport (LCQ). Design of the Taxilanes will be TDG 2.

**Scope of Basic Services:** Grants administration, Engineering Design and Construction Documents for Bidding / Permitting of the project.

**Scope of Special Services:** Geotechnical investigation, Topographic Survey

**City Manager:** Mr. Demetrius Johnson, Assistant City Manager

**City Project Coordinator:** Mr. Edward Bunnell, Airport Manager

**PA Program Manager:** Mr. Bradley Wentz, PE

**PA Project Manager:** Ms. Leona Lewis, PE

**Basic Services Compensation and Method of Payment:** Lump Sum Not-to-Exceed: \$ 125,540.00

**Special Services Compensation and Method of Payment:** Lump Sum Not-to-Exceed: \$ 14,460.00

**Total Project Cost (See Attachment A-1: Schedule B):** Lump Sum Not-to-Exceed: \$ 140,000.00

**Schedule:** Begin ten (10) Working Days from Notice-To-Proceed

**Meetings:** As needed and directed by the City.

- Deliverables:**
1. Engineering Design and specifications.
  2. Environmental Resource Permit.
  3. Geotechnical Investigation.
  4. Topographic Survey.
  5. Contract and Bid Documents.
  6. Aid in bidding process, bid tabulations and recommendation of award.

**"Client" - City of Lake City**

**"Consultant" – Passero Associates, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephen M. Witt, Mayor  
\_\_\_\_\_

Bradley Wentz, Vice President  
\_\_\_\_\_

ATTEST:

ATTEST:

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

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

Audrey E. Sikes, City Clerk  
Name, (Title)  
\_\_\_\_\_

Angela Witt, Grants and Contracts Administrator  
Name, (Title)  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A-1: North Taxilane Design**  
**Lake City Gateway Airport, Lake City, Florida**

**I. Project Description**

The project will involve the design of a 35-foot wide Taxilane with associated lighting, markings and a stormwater management facility to support an FDOT funded Hangar building and adjacent private development hangar to be constructed North of Runway 10-28 at the Lake City Gateway Airport (LCQ). Design of the Taxilanes will be TDG 2.

**II. Scope of Basic Services**

Passero Associates, LLC (Passero or Consultant) will provide the following professional services to the City of Lake City (City or Client):

**A. Joint Automated Capital Improvement Program (JACIP) and FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) Assistance**

The Consultant shall assist the City in the update to the Airport JACIP in the following areas:

1. Coordinate the Engineer's opinion of probable costs for design and construction with existing input in the JACIP.
2. Update the JPM with Engineer's certifications of plans and specifications.
3. Upload plans and specifications into JPM.
4. Assist City in uploading signed task orders and third-party agreements.
5. Create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

**B. Grants Administration**

The Consultant shall aid the City by acting as its liaison and Project coordinator with FAA and FDOT during the Project's design. In addition, the Consultant shall assist the City in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the City; and submission to the funding agencies.
2. During the Design Phase, to aid the City by acting as its liaison and Project coordinator with the funding agencies.
3. Perform Project management duties such as Project planning, invoice preparation, schedule coordination, coordination of design team and internal cost control.
4. Schedule coordination: Consultant shall provide continued coordination so that Project schedules are met for work included in this contract. Phases of design may be delayed by the FAA/FDOT or other review agencies.

**C. Schematic Design**

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The Consultant will evaluate site plan alternatives, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects to design a cost-effective Project. The specific services to be provided or furnished for this phase of the project are the following:

1. Schedule and conduct a pre-design meeting with the City, FAA, and FDOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Perform a preliminary Project site inspection to further familiarize the design team with the Project areas.



4. Prepare preliminary plans identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations.
5. Acquire the necessary topographic survey of and utility data for the Project site including related office computations and drafting.
6. Acquire the necessary soils and existing pavement investigation data, including borings, pavement cores, and field and laboratory tests, to identify existing pavement thickness and subsurface soil characteristics.
7. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing soil materials. Document results of program, existing conditions, and recommendations in the design report.
8. Develop schematic designs, including site layout plans for the taxilane, grading, drainage and design.
9. Develop schematic construction safety phasing plans.
10. Prepare preliminary opinion of probable construction costs for each major element of the Project.
11. Develop a detailed Engineer's Report which evaluates alternatives to achieve project goals.

#### **D. Pre-Final (60%) Design Phase**

The services to be performed during this Phase consist generally of services required to furnish the City with a set of Pre-Final Plans, Contract Document, Technical Specifications, and Engineer's Report. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize pavement design.
2. Develop taxilane marking layouts.
3. Design stormwater management system in accordance with SRWMD requirements, as described below.
  - Review Suwannee River Water Management District (SRWMD) Applicants Handbook Vol. II (Design Requirements for Stormwater Treatment and Management Systems) for applicability to project.
  - Meet with SRWMD staff (as needed) to review project requirements
  - Identify existing pervious and impervious surfaces, as well as existing drainage system components and function.
  - Identify proposed pervious and impervious surfaces, as well as proposed drainage system components and function.
  - Design and recommend an acceptable set of stormwater treatment measures for the proposed drainage system.
4. Prepare preliminary Contract Drawings (approximately 60% complete) providing sufficient detail for review of design concepts by the City, FAA, and FDOT.
5. Develop general provisions and overall City contract documents, as necessary.
6. Develop technical specifications expected to be required for the proposed work. Standard technical specifications shall be used whenever possible, with supplemental specifications developed by the Consultant as needed.
7. Prepare a detailed opinion of probable construction cost to reflect the outcomes of Project design.
8. Perform an internal quality control review on all design documents.
9. Submit sufficient copies of preliminary design documents to the City, FAA, and FDOT for their review and comment.
10. Schedule and conduct a pre-final design review meeting to discuss and resolve any City comments.

#### **E. Final Design Phase**

The services included under this Phase shall generally consist of services required to furnish the City with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Plans and Specifications will be completed; final design will be coordinated with the City; and a complete set of bid documents will be furnished to the City. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety Phasing Plan (CSPP) and Construction Management Plan will be provided as well.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Prepare final construction plans, supplemental documents and construction phasing plans.
2. Submit application to SJRWMD for "Individual Environmental Resource Stormwater Permit".
3. Respond to Request for Additional Information from SRWMD.
4. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
5. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
6. Prepare final contract agreements and technical specifications.
7. Submit advance final documents to the City, FAA, and FDOT for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
8. Reproduce copies of the bid documents which include plans, specifications, and construction phasing plans and soil boring logs. These documents will be supplied to the City.
9. After final comments are provided by the City, FAA and FDOT, Passero will develop a complete Bid Set of contract documents, plans and specifications.

#### **F. Bid-Phase Assistance**

1. Consultant will prepare advertisement for bids, assist the City in the legal advertisement of the project. The bid schedule and documents will be posted on the Consultant's website and Plan Rooms will be provided with electronic copies of these documents.
2. Questions from potential bidders will be directed to Consultant and answered by addendum (if required).
3. A mandatory pre-bid conference will be scheduled at least twenty (20) days prior to the scheduled bid opening. Minutes of the pre-bid conference will be prepared by Consultant and published via Addendum.
4. Consultant will assist the City at the bid opening. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor's personnel, equipment lists, verify the contractor's qualifications and conduct a reference check.
5. Consultant will prepare bid tabulation for the City.
6. Consultant will make a recommendation of award or rejection of bids, as appropriate, to the City.
7. Consultant will prepare conformed copies of the contract and coordinate contractor execution of the contract.
8. Consultant will review the contractor-executed documents with the City prior to execution by the City. After the contracts have been executed by the City, the construction administration department will assist in distributing copies of the contracts to the Contractor, FDOT, as needed.
9. Consultant will coordinate the transmittal of the Notice to Proceed to the contractor.

### **III. Special Services**

#### **A. Topographical Survey**

Topographical Survey provided for this project shall include existing features and utilities within designated taxilane site area. Surveyor will coordinate with the City to obtain as-built information of existing utilities that are present in the project area.

#### **B. Geotechnical Investigation**

Geotechnical Investigation provided for this project shall include Standard Penetration Test (SPT) Borings of various depths and locations and Soil Survey within the designated project site area.

### **IV. Other Considerations**

#### **1. This Scope of Services does not include the following:**

- Construction Administration / Resident Engineering / Construction Observation Phases.
- Any additional Permitting
- Wetland Delineation
- Preparation of additional related Design, Construction Plans, and Specifications.

- Other special services (such as environmental studies, permitting, traffic studies or other special studies, etc.) that may be desired or requested.
- Payment of Any Utility Fees, City Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.

If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for during the course of this Agreement.

**End of Scope of Services**

EXHIBIT



## Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

**LABORATORIES**

P.O. Box 1625 • Lake City, FL 32056  
Tel. (386) 755-3633 • Fax (386) 752-5456

450 SR 13N, Suite 106-308, Jacksonville, FL 32259  
Tel. (904) 381-8901 • Fax (904) 381-8902

April 3, 2024

Mrs. Leona Lewis, P.E.  
Passero Associates  
13453 N. Main Street, Suite 104  
Jacksonville, Florida 32218

**RE: Proposal for Geotechnical Eng. Exploration & Field Soil Permeability Testing  
Lake City Gateway Airport-Hangar Development, Taxilane & Site Work  
Lake City, Florida**

Dear Mrs. Leona Lewis, P.E.,

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform a geotechnical engineering exploration and field soil permeability testing for the proposed Taxilane, site work and stormwater retention ponds regarding the planned hangar development at the Lake City Gateway Airport in Lake City, Florida.

### **SITE & PROJECT INFORMATION**

The Project Sketch you provided and other web-available information indicates the project site consists of a portion of land partially occupied by a driveway which is proposed for development of additional two (2) Hangars and associated Taxilane, Aprons, Parking facility and Stormwater Retention Ponds.

### **SCOPE OF SERVICES**

Per your request, the scope of services will consist of four (4), 15-ft-deep, continuous sampling, Standard Penetration Test (SPT) borings drilled within the proposed Taxilane and Parking facility; two (2), 10-ft-deep, SPT borings and associated field soil permeability tests at proposed Stormwater Retention Pond areas; and three (3) cores cut at locations along the existing driveway pavement. In addition, we will bulk sample soils from three (3) locations throughout the Taxilane area for determination of the subgrade strength by the laboratory California Bearing Ratio (CBR) Test. The borings pavement core and CBR locations will be laid out by our field crew from GPS coordinates approximately obtained superimposing the provided Project Sketch on a web-available mapping system a hand-held device.

We will contact the Sunshine State One-Call system to mark out the underground utilities prior to drilling the SPT borings.

At completion, each borehole will be backfilled with soil cuttings and the pavement core holes cold-patched. The pavement core specimens and soil samples will be delivered to our laboratory for examination and classification by our geotechnical engineer in general accordance with the Unified Soil Classification System.

Proposal for Geotechnical Engineering Exploration & Field Soil Permeability Testing  
 Lake City Gateway Airport- Hangar Development, Taxilane & Site Work  
 Lake City, Florida

At completion of the field and laboratory work, we will prepare a report presenting the subsurface soil conditions at the explored locations along with the soils' saturated Hydraulic Conductivity, depth to confining layer, Fillable Porosity and estimated Seasonal High Groundwater Table along with our geotechnical engineering recommendations for design and construction of the proposed Taxilane and Parking facility.

**ESTIMATED FEE**

Based on the proposed scope of services and presuming site accessibility to our personnel/equipment with no anticipated delays (i.e. tree and vegetation clearance by others), the fees for our geotechnical engineering exploration and field soil permeability testing are as follows:

<b>Mobilization</b>	<b>\$ 550.00</b>
<b>Borings (80 ft. @ 14.50\$/ft)</b>	<b>\$1,160.00</b>
<b>SPT Boring Continuous Sampling (8 extra samples @ \$25 each)</b>	<b>\$ 200.00</b>
<b>Laboratory Soil Testing (Soil Classification)</b>	<b>\$ 400.00</b>
<b>Laboratory CBR Testing (3 @ \$425 each)</b>	<b>\$1,275.00</b>
<b>Field Soil Permeability Test (2 @ \$210 each)</b>	<b>\$ 420.00</b>
<b>Pavement cores (3 @ \$125 each)</b>	<b>\$ 375.00</b>
<b>Management (Utility Clearance, coordination, layout, etc.)</b>	<b>\$ 400.00</b>
<b>Engineering and Report Preparation</b>	<b>\$1,620.00</b>
<b>Administration</b>	<b>\$ 60.00</b>
<b>Total</b>	<b>\$6,460.00</b>

**Schedule**

We anticipate that our field work will encompass two (2) working days. Our report should be issued within 4 working days of completion of the field and laboratory work.

**Limitations**

The soil borings detailed in this proposal presumes standard geotechnical drilling and does not include provisions for drilling through or into environmentally contaminated material.

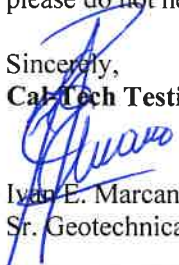
**Authorization**

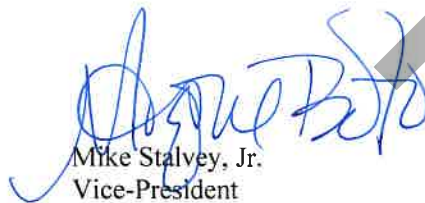
If this proposal is acceptable, please sign below and return to our office. A sub-contract agreement will also be sufficient as authorization.

**Closing**

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. Should you have any questions concerning this proposal or the services proposed, please do not hesitate to contact me at our Lake City, FL office (386) 755-3633.

Sincerely,  
**Cal-Tech Testing, Inc.**

  
 Ivan E. Marcano, P.E.  
 Sr. Geotechnical Engineer

  
 Mike Stalvey, Jr.  
 Vice-President

Proposal for Geotechnical Engineering Exploration & Field Soil Permeability Testing-Lake City Gateway Airport, Hangar Development, Taxilane & Site Work, Lake City, Florida

Name of Representative  
 (Print)

Date:

Title:

Representative Signature:



March 27, 2024

VIA EMAIL: [llewis@passero.com](mailto:llewis@passero.com)

Leona Lewis, PE  
Aviation Project Manager  
PASSERO ASSOCIATES, LLC  
4730 Casa Cola Way/Suite 200  
St. Augustine, Florida 32095

**(Overall Site - Proposal/Project Area 1 - 7.4 Acres +/-)  
LCQ NORTH HANGER DEVELOPEMENT AND TAXIWAY**

Lake City Gateway Airport  
3824 US-90  
Lake City, Florida 32055

**Sections 35 and 36, Township 03 South, Range 27 East, Columbia County, Florida**

Dear Leona,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

**SCOPE OF WORK:**

Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

- A. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
- B. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
- C. Establish a minimum of five (3) site benchmarks.
- D. Topographic coverage will be limited to:
  1. All survey points shall be depicted as "Civil Point Objects" as created in AutoCAD Civil 3D.
  2. All data shall be presented in state plane coordinates (NAD83). Vertical datum NAVD 88 shall be used.
  3. A Triangular Irregular Network (TIN) shall be created, and 3-D lines plotted for the purpose of Passero Associates to generate a 3D Model. The TIN shall be appropriately manipulated to create realistic break lines that most accurately model the existing ground surface.
  4. Provide spot elevations within the area indicated on the Survey Plan. Provide elevations on a 50' max. grid. Increase the survey density as needed to accurately account for all noticeable grade changes.
  5. Locate all survey monuments or benchmarks that are present within the survey areas.

(Overall Site - Proposal/Project Area 1)  
LCQ NORTH HANGER DEV AND TAXIWAY  
at  
Lake City Gateway Airport (LCQ)



6. Within indicated areas, locate all natural and manmade features including swales, ditches, change of grades and ponds and provide spot elevations every 50' along top of bank, toe of slope, and centerline of swale/ditch.
7. Locate and identify pavement markings. Airfield centerlines shall be located on center and edge stripes shall be located along outside edge at increments of 100'.
8. Locate all existing airfield edge lights with all duct and cable markers.
9. Locate horizontally and vertically existing edges of pavement for all pavements inside the survey corridor.
10. Locate and provide legend of all signage.
11. Provide location and elevations of drainage structures. All corner elevations shall be provided for top of grate elevations. Locate all storm pipes and provide pipe sizes, material, and inverts. If pipes extend beyond the survey boundary, then provide pipe & structure data at the point of pipe termination.
12. Locate all miscellaneous structures in paved and grassed areas.
13. Locate all above ground utilities, and underground utilities to the extent possible.
14. Provide locations of geotechnical borings (if applicable).
15. Provide finished floor elevations of all buildings located within or at the edge of the survey boundary (if applicable).
16. The survey deliverables shall be electronic files fully compatible with AutoCAD Civil 3D.
17. Provide horizontal and vertical control points that will be used for construction survey in the area of the topographic survey.
18. Provide survey in appropriate scale for readability.
19. During the construction phase of this project, the surveyor must be available to meet with the contractor to discuss any survey coordination such as control point and grading verification that may be required.

**Utility owners do not designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from the Design Ticket.**

**ADDITIONAL SERVICES**

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

March 27, 2024

(Overall Site - Proposal/Project Area 1)  
LCQ NORTH HANGER DEV AND TAXIWAY  
at  
Lake City Gateway Airport (LCQ)



**INFORMATION PROVIDED BY CLIENT**

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

**DELIVERABLE**

The final product will be (3) certified prints, and an electronic file for your use.

**DELIVERY**

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

**PROJECT TIMELINE**

We anticipate the start of the above-described work **within (20) business days** after receipt of a written notice to proceed.

**EXPENSES AND FEES**

Our fee for the above-referenced work will be as follows:

**Topographic Survey: \$ 8,000.00**

**Payment Terms:**

Payment is expected within thirty (30) days from the date of the invoice.

**Credit Card Convenience Fee**

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

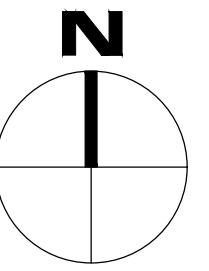
Sincerely,

Thomas F Ferguson, P.S.M.  
Project Manager



EXHIBIT

## Project Sketch



Prepared For:  
**CITY OF LAKE CITY  
GATEWAY AIRPORT**

**LAKE CITY  
COLUMBIA COUNTY, FLORIDA**

Stamp:  
NOT APPROVED UNLESS ACCOMPANIED WITH  
A VALID SIGNATURE

PRELIMINARY DOCUMENTS  
NOT FOR CONSTRUCTION

LEONA ELIZIBETH LEWIS, P.E.  
ENGINEER OF RECORD LICENSE  
#86938

Client:



**Passero Associates**

4730 Cass Cola Way, Suite 200 (904) 757-6106  
Saint Augustine, FL 32085 Fax: (904) 757-6107  
Certificate of Authorization # 3428  
Principal-in-Charge Andrew Holesko  
Project Manager L. LEWIS  
Civil Engineer L. LEWIS  
Designed by J. LUIZ

**Revisions**

No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF FLORIDA  
ADMINISTRATIVE CODE RULES 25.001 AND FLORIDA STATUTES 471.03(1).  
THESE PLANS ARE COPYRIGHT PROTECTED. ©

Drawing Title:

**BOX HANGER  
CONCEPT PLAN**

Project Location:

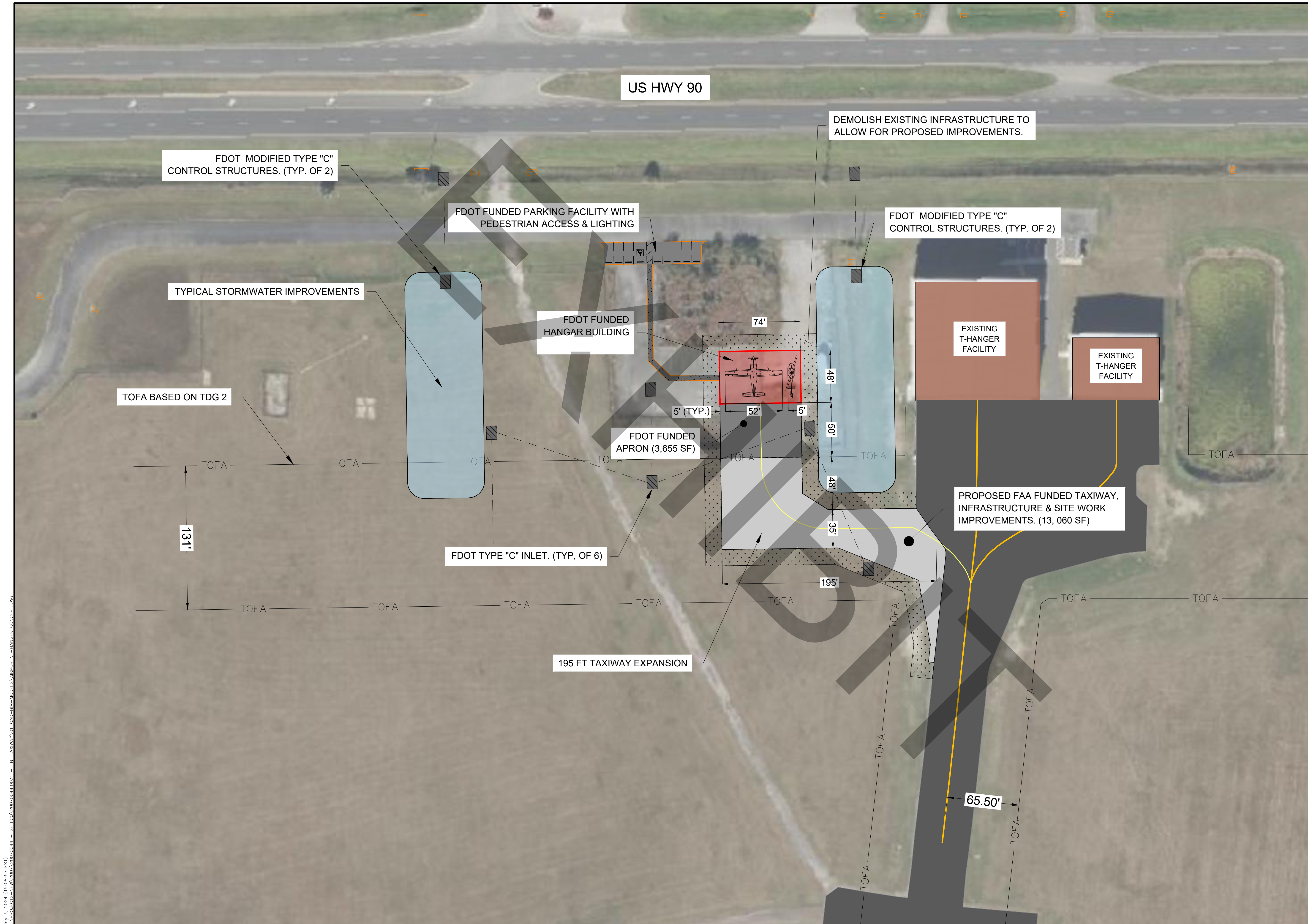
**LAKE CITY GATEWAY  
AIRPORT**

Town/City:  
LAKE CITY  
County/State:  
COLUMBIA COUNTY, FLORIDA

Project No.  
**20070044.0000**

Drawing No.  
**C1**

Date:  
**MAY 2024**



May 3, 2024 (15:08:57 EST)  
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Environmental Determination  
Documentation

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)  
SHORT FORM**

Airport: Lake City Gateway Airport (LCQ) Project Title: North Hangar & Taxiway

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.**

FAA Order 1050.1F, paragraph 5-6.1(o). \_\_\_\_\_.

**List** all components of the Proposed Action and Connected Actions (if any) on a separate sheet. A *CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

**Certify** that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

\_\_\_\_\_  
Mayor

Signature of Authorized Airport Representative \_\_\_\_\_ Date \_\_\_\_\_

FAA Determination (signature of Program Manager):

Categorically Excluded: \_\_\_\_\_ Date: \_\_\_\_\_

Requires further environmental analysis: \_\_\_\_\_ Date: \_\_\_\_\_

**CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST**

Airport: Lake City Gateway Airport (LCQ)

Prepared and certified by: Passero Associates, LLC Date: May 2024

	YES**	NO	COMMENTS
<b>THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED</b>			CatEx under FAA Order 1050.1F, paragraph 5-6.1(o)
<b>THE PROPOSED ACTION CONSISTS OF:</b>			
Helicopter facilities or operations		x	
Land acquisition		x	
New airport serving general aviation		x	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction, resurfacing or widening		<b>X</b>	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		x	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
<b>THE PROPOSED ACTION WILL AFFECT:</b>			
Historic/Archeological/Cultural Resources		x	
Section 4(f) or 6(f) resources		x	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		<b>X</b>	
Federal, state, tribal, or local natural, ecological, or scenic resources		<b>X</b>	
Wetlands, floodplains, waterways		x	
Energy supply or natural resources		x	
Protected rivers or river segments		x	
Established community(s), planned development, or plans/goals adopted by the local community		<b>X</b>	
Surface vehicular traffic (reduce LOS)		x	
Air quality or violate Federal, state, tribal or local standards		x	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		<b>X</b>	
<b>THE PROPOSED ACTION IS LIKELY TO:</b>			
Be Highly Controversial on Environmental Grounds		x	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		<b>X</b>	
Cause residential or business relocations		x	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		<b>X</b>	
Cause Environmental Justice Impacts		x	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		<b>X</b>	
Create a Wildlife Hazard per AC 150/5200-33		x	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		<b>X</b>	

\*\* Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

# Project Schedule

**Lake City Gateway Airport (LCQ)  
Airport Improvement Program  
FY 2024 BIL Grant Application**

**Project Schedule**

Project: North Taxiway Site Development (Design)

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Submittal of Project Grant Application to FAA	05/2024
Grant Offer Submitted to Sponsor	08/2024
Execution of FAA Grant	08/2024
Design Kick Off	09/2024
Project Completion	02/2025
Grant Close-Out	06/2025

**INDEPENDENT FEE ESTIMATE**

**FOR**

**NORTH TAXILANE  
PROJECT**

**DESIGN AND BIDDING  
PHASE SERVICES**

**LAKE CITY GATEWAY AIRPORT  
LAKE CITY, FL**

**APRIL 19, 2024**

**Prepared by:**

**AIRPORT IFE SERVICES, INC.  
115 Blevins Road  
Roan Mountain, TN 37687**



**AIRPORT IFE SERVICES, INC.**

115 Blevins Rd  
Roan Mountain, TN 37687

801-560-6877  
AIRPORTIFE.COM

April 19, 2024  
Ed Bunnell - Airport Manager  
Lake City Gateway Airport  
3524 East US HWY 90  
Lake City, FL 32055

**RE: Independent Fee Estimate for the Lake City Gateway Airport  
North Taxilane Project  
Design and Bidding Phase Services**

Dear Mr. Bunnell:

Airport IFE Services, Inc. submits this Independent Fee Estimate for the Lake City Gateway Airport use. This letter together with the enclosed detailed fee analysis constitute the completion of work in providing your independent fee estimate. This estimate was based on the scope of work received on April 10, 2024.

Fees were estimated for overall total which include the Design and Bidding phases per the Scope of Work guidelines. Please refer to the enclosed spreadsheets with a tabulation of costs and fee breakdown.

**Total Project Independent Fee Estimate** **\$144,400.00**

Fee estimates are based on research for labor, overhead, and associated costs for completing this type of work in the Southeastern United States. Actual costs should be reviewed and assessed for acceptability given local circumstances. Labor costs depend on the company hired as well as credentials and experience of assigned personnel. Given that the overhead costs of doing business are highly variable the audited overhead multiplier should be reviewed and approved.

I am available during and/or after the negotiations with the consultant to review any items which might have questions, comments or require additional analysis.

Airport IFE Services, Inc. thanks you for the opportunity to again serve the Lake City Gateway Airport. Please feel free to contact me at 801-560-6877 should you require further assistance.

Sincerely,  
**AIRPORT IFE SERVICES, INC.**

*Lewis J Lott*

Lewis J Lott, P.E.  
Enc.: Independent Fee Estimate

**Schedule B  
Consultant Services  
Fees and Costs**

**Airport: Lake City Gateway Airport**  
**Project: North Taxilane (Design Only)**  
**PA Project No: 20070044.00xx**

**IFE Prepared By: Airport IFE Services, Inc. 4/19/2024**

Project Phases	Project Tasks	Employee Classifications				Task Totals	Phase Totals
		Department Mgr.	Project Mgr	Staff Engineer	Grants Admn. Asst.		
<b>A. JACIP</b>	JACIP Coordination	6	10	8	8	1,667.67	1,667.67
<b>B. Grant Administration &amp; Project Management</b>	Project Planning & Funding Agencies Coordination	6	6	6	6	1,316.07	4,677.22
	Preliminary Construction Budget	2	2	4		461.27	
	Grant Application Coordination & Submission	1	4	2	4	506.43	
	OE/AAA Submission	1	4	4	4	425.79	
	General Project Management	8	12	8	8	1,967.66	
<b>C. Schematic Design (30%)</b>	Start-up & Initial Site Inspection	8	12	16	8	2,290.22	7,707.72
	Data Collection & Sub Coordination	2	12	16	6	1,651.54	
	Design Engineer's Report and Submission	2	16	40	4	2,774.06	
	Internal QA/QC	4				387.08	
	Review Meeting with City, FAA, FDOT		8	3	2	604.82	
<b>D. Pre-Final Design (60%)</b>	Pre-Final Plans	8	40	90		6,531.96	13,109.09
	Update Engineer's Report	4	8	12	8	1,528.96	
	Coord Suwannee River Water Man. District	8	8	4	8	1,593.48	
	Prepare/Submit Environmental Resource Permit	4	8	8	6	1,309.62	
	Opinion Cost Update and Design Report	2	4	8	6	903.18	
	Develop Construction Safety Phasing Plan		4	8		535.46	
	Internal QA/QC	4				387.08	
Review Meeting with City, FAA, FDOT		6			319.35		
<b>E. Final Design (100%)</b>	Finalize Contract Plans (assume 30 sheets)	4	24	120		6,502.88	11,218.79
	Finalize Technical Specs		2	6	4	464.49	
	Finalize Contract Documents		2	4	4	383.85	
	Finalize Qty Takeoff		2	4		267.73	
	Finalize Opinion Cost and Design report	2	4	4	4	683.84	
	Finalize Construction Safety Phasing Plan		2	6		348.37	
	Internal QA/QC	4				387.08	
	Final Review Meeting with City, FAA, FDOT	6	6	6		1,141.89	
Finalize and Submit Bid Documents	4	4	8	4	1,038.66		
<b>II. Bidding and Award</b>	Host Bid, Advertisement, Contractor Outreach	4	4	5	4	917.70	3,314.38
	Prepare and Attend Pre-bid Conference	2	8	4		780.62	
	Address RFIs and Addendum	4	4	2	4	796.74	
	Bid Opening Meeting		6	2	4	516.11	
	Bid Tab, Rec of Award, Conformed Sets		2	2	4	303.21	
<b>Total Hours:</b>		100	234	406	110		<b>850</b>
<b>Hourly Rate (2024):</b>		96.77	53.23	40.32	29.03		
<b>Direct Salary Cost:</b>		9,677.00	12,454.65	16,369.92	3,193.30		<b>\$ 41,694.87</b>

Travel: Number of Trips	5
Travel: Mileage per Trip	186
Travel: Cost per Mile	\$ 0.67
<b>Total Travel Costs:</b>	<b>\$ 623.10</b>
Per Diem: Number of Days	5
Per Diem Rate	\$ 50.00
<b>Total Per Diem Costs:</b>	<b>\$ 250.00</b>
Fee for Geotechnical Investigation:	\$ 6,460.00
Fee for Topo Survey:	\$ 8,000.00
<b>Total Subconsultant Costs:</b>	<b>\$ 14,460.00</b>
Reproduction (copies, presentations, boards, plans)	\$ 350.00
Miscellaneous Expenses	\$ 220.00
<b>Total Direct Non-salary Expenses</b>	<b>\$ 15,903.10</b>

<b>Summary of All Fees and Costs:</b>	
Total Hours:	850
Total Direct Salary Costs:	41,695
Overhead (168% of Direct Labor Cost):	70,047
<b>Total Labor Cost:</b>	<b>111,742</b>
Fixed Fee (15% of Total Labor Cost):	16,761
<b>Subtotal:</b>	<b>128,504</b>
Total Direct Non-salary Expenses:	15,903
<b>Total Cost (Labor, OH, Fixed Fee &amp; Expenses):</b>	<b>144,407</b>
<b>SAY: \$</b>	<b>144,400</b>

# Sponsor Certifications to the FAA

Drug-Free Workplace  
Plans and Specifications  
Selection of Consultants  
Conflict of Interest



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: This project is for the design of a taxiway to access the hangar development on the north side of the airport, as well as site design and related flat work to support future hangar buildings.

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Lake City Gateway Airport (LCQ)

Address: 3524 US-90, Lake City, FL 32055

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2024            .

Name of Sponsor: City of Lake City

Name of Sponsor's Authorized Official: Stephen Witt

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: This project is for the design of a taxiway to access the hangar development on the north side of the airport, as well as site design and related flat work to support future hangar buildings.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: This project is for the design of a taxiway to access the hangar development on the north side of the airport, as well as site design and related flat work to support future hangar buildings.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City

Airport: Lake City Gateway Airport (LCQ)

Project Number:

Description of Work: This project is for the design of a taxiway to access the hangar development on the north side of the airport, as well as site design and related flat work to support future hangar buildings.

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 .

Name of Sponsor: City of Lake

Name of Sponsor's Authorized Official: Stephen Witt

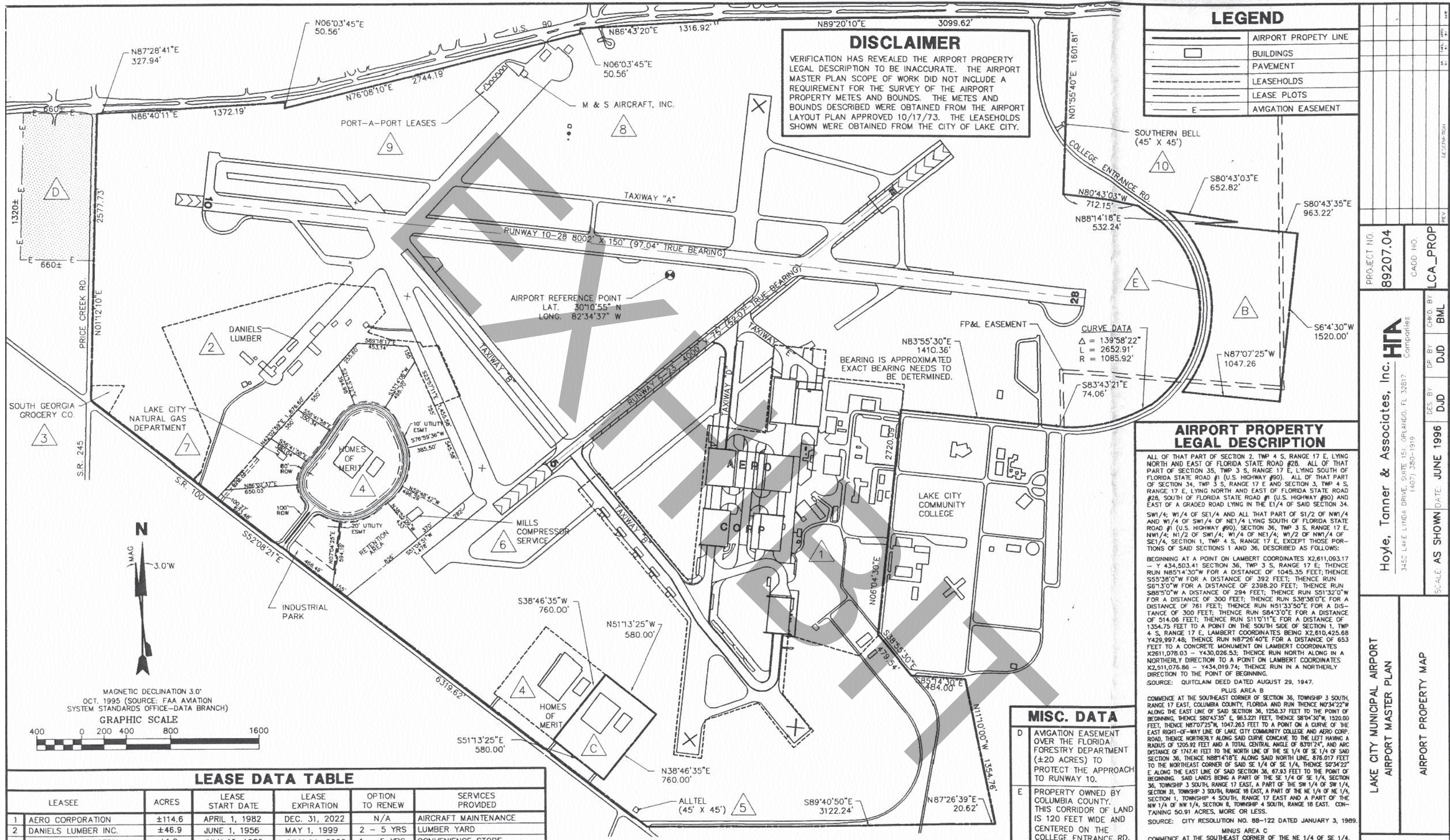
Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Exhibit A (Airport Property Inventory Map)





**DISCLAIMER**  
 VERIFICATION HAS REVEALED THE AIRPORT PROPERTY LEGAL DESCRIPTION TO BE INACCURATE. THE AIRPORT MASTER PLAN SCOPE OF WORK DID NOT INCLUDE A REQUIREMENT FOR THE SURVEY OF THE AIRPORT PROPERTY METES AND BOUNDS. THE METES AND BOUNDS DESCRIBED WERE OBTAINED FROM THE AIRPORT LAYOUT PLAN APPROVED 10/17/73. THE LEASEHOLDS SHOWN WERE OBTAINED FROM THE CITY OF LAKE CITY.

**LEGEND**

—	AIRPORT PROPERTY LINE
▭	BUILDINGS
—	PAVEMENT
- - -	LEASEHOLDS
- - -	LEASE PLOTS
E	AVIGATION EASEMENT

**AIRPORT PROPERTY LEGAL DESCRIPTION**

ALL OF THAT PART OF SECTION 2, TWP 4 S, RANGE 17 E, LYING NORTH AND EAST OF FLORIDA STATE ROAD #28. ALL OF THAT PART OF SECTION 35, TWP 3 S, RANGE 17 E, LYING SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90). ALL OF THAT PART OF SECTION 34, TWP 3 S, RANGE 17 E AND SECTION 3, TWP 4 S, RANGE 17 E, LYING NORTH AND EAST OF FLORIDA STATE ROAD #28, SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90) AND EAST OF A GRADED ROAD LYING IN THE E 1/4 OF SAID SECTION 34. SW 1/4; W 1/4 OF SE 1/4 AND ALL THAT PART OF S 1/2 OF NW 1/4 AND W 1/4 OF SW 1/4 OF NE 1/4 LYING SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90), SECTION 36, TWP 3 S, RANGE 17 E, NW 1/4; N 1/2 OF SW 1/4; W 1/4 OF NE 1/4; S 1/2 OF NW 1/4 OF SE 1/4, SECTION 1, TWP 4 S, RANGE 17 E, EXCEPT THOSE PORTIONS OF SAID SECTIONS 1 AND 36, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON LAMBERT COORDINATES X2,611,093.17 - Y 4,344,503.41 SECTION 36, TWP 3 S, RANGE 17 E; THENCE RUN N85°14'30"W FOR A DISTANCE OF 1045.35 FEET; THENCE S55°38'0"W FOR A DISTANCE OF 392 FEET; THENCE RUN S61°3'0"W FOR A DISTANCE OF 2398.20 FEET; THENCE RUN S88°5'0"W A DISTANCE OF 294 FEET; THENCE RUN S51°32'0"W FOR A DISTANCE OF 300 FEET; THENCE RUN S38°38'0"E FOR A DISTANCE OF 761 FEET; THENCE RUN N51°33'50"E FOR A DISTANCE OF 300 FEET; THENCE RUN S84°3'0"E FOR A DISTANCE OF 514.06 FEET; THENCE RUN S11°11"E FOR A DISTANCE OF 1354.75 FEET TO A POINT ON THE SOUTH SIDE OF SECTION 1, TWP 4 S, RANGE 17 E, LAMBERT COORDINATES BEING X2,610,425.68 Y429,997.48; THENCE RUN N87°26'40"E FOR A DISTANCE OF 653 FEET TO A CONCRETE MONUMENT ON LAMBERT COORDINATES X2611,078.03 - Y430,028.53; THENCE RUN NORTH ALONG IN A NORTHERLY DIRECTION TO A POINT ON LAMBERT COORDINATES X2,511,076.86 - Y434,019.74; THENCE RUN IN A NORTHERLY DIRECTION TO THE POINT OF BEGINNING.  
 SOURCE: QUITCLAIM DEED DATED AUGUST 29, 1947.  
 PLUS AREA B  
 COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE N0°34'22"W ALONG THE EAST LINE OF SAID SECTION 36, 1258.37 FEET TO THE POINT OF BEGINNING, THENCE S80°43'35" E, 963.221 FEET, THENCE S80°4'30"W, 1520.00 FEET, THENCE N87°07'25"W, 1047.26 FEET TO A POINT ON THE CURVE OF THE EAST RIGHT-OF-WAY LINE OF LAKE CITY COMMUNITY COLLEGE AND AERO CORP. ROAD, THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 1205.92 FEET AND A TOTAL CENTRAL ANGLE OF 83°01'24", AND ARC DISTANCE OF 1747.41 FEET TO THE NORTH LINE OF THE SE 1/4 OF SE 1/4 OF SAID SECTION 36, THENCE N88°4'18"E ALONG SAID NORTH LINE, 876.017 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF SE 1/4, THENCE S0°34'22"E ALONG THE EAST LINE OF SAID SECTION 36, 67.93 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING A PART OF THE SE 1/4 OF SE 1/4, SECTION 36, TOWNSHIP 3 SOUTH, RANGE 17 EAST, A PART OF THE SW 1/4 OF SW 1/4, SECTION 31, TOWNSHIP 3 SOUTH, RANGE 18 EAST, A PART OF THE NE 1/4 OF NE 1/4, SECTION 1, TOWNSHIP 4 SOUTH, RANGE 17 EAST AND A PART OF THE NW 1/4 OF NW 1/4, SECTION 8, TOWNSHIP 4 SOUTH, RANGE 18 EAST. CONTAINING 50.91 ACRES, MORE OR LESS.  
 SOURCE: CITY RESOLUTION NO. 88-122 DATED JANUARY 3, 1989.  
 MINUS AREA C  
 COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SE 1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE N88°50'25"W ALONG THE SOUTH LINE OF SAID NE 1/4 OF SE 1/4, 565.35 FEET TO THE CENTERLINE OF STATE ROAD #100, THENCE N51°13'25"W ALONG SAID CENTERLINE, 472.00 FEET, THENCE N38°46'35"E, 760.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N38°46'35"E, 760.00 FEET, THENCE N51°13'25"W, 580.00 FEET, THENCE S38°46'35"W, 760.00 FEET, THENCE S51°13'25"E, 580.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN THE NE 1/4 OF SE 1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA. CONTAINING 10.12 ACRES, MORE OR LESS.  
 SOURCE: DEED OF RELEASE DATED JUNE 21, 1984.

**MISC. DATA**

- D AVIGATION EASEMENT OVER THE FLORIDA FORESTRY DEPARTMENT (±20 ACRES) TO PROTECT THE APPROACH TO RUNWAY 10.
- E PROPERTY OWNED BY COLUMBIA COUNTY. THIS CORRIDOR OF LAND IS 120 FEET WIDE AND CENTERED ON THE COLLEGE ENTRANCE RD.

**PROPERTY DATA TABLE**

DESCRIPTION	DATE	NOTES
A TRANSFER OF AIRFIELD TO LAKE CITY (±1,200 ACRES)	AUGUST 29, 1947	SUBJECT TO SURPLUS PROPERTY ACT.
B LAND ACQUISITION FOR RUNWAY 10/28 (±50 ACRES)	JANUARY 3, 1989	SUBJECT TO SURPLUS PROPERTY ACT.
C RELEASE OF LAND TO HOMES OF MERIT (±10 ACRES)	JUNE 21, 1984	SUBJECT TO SURPLUS PROPERTY ACT.

**LEASE DATA TABLE**

LEASEE	ACRES	LEASE START DATE	LEASE EXPIRATION	OPTION TO RENEW	SERVICES PROVIDED
1 AERO CORPORATION	±114.6	APRIL 1, 1982	DEC. 31, 2022	N/A	AIRCRAFT MAINTENANCE
2 DANIELS LUMBER INC.	±46.9	JUNE 1, 1956	MAY 1, 1999	2 - 5 YRS	LUMBER YARD
3 S. GEORGIA GROCERY	±1.0	JULY 15, 1985	JULY 14, 2000	1 - 5 YRS	CONVENIENCE STORE
4 HOMES OF MERIT	±12.0	NOV. 1, 1987	OCT. 31, 2005	5 - 6 YRS	MOBILE HOME MANUFACTURING
5 ALLTEL	45' X 45'	FEB. 1, 1993	JAN. 31, 2022	N/A	TELECOMMUNICATIONS
6 MILLS COMPRESSOR SERV.	±1.5	JUNE 1, 1991	MAY 31, 2003	6 YRS	COMPRESSOR SALES/SERVICE
7 LAKE CITY NAT. GAS DEPT.	±2.88	OCT. 1, 1990	N/A	N/A	NATURAL GAS STORAGE
8 M & S AIRCRAFT, INC.	50' X 50'	OCT. 20, 1983	OCT. 19, 1998	5 YRS	PRIVATE AIRCRAFT STORAGE
9 PORT-A-PORT LEASES	HANGAR	VARIABLES	VARIABLES	MONTHLY	PRIVATE AIRCRAFT STORAGE
10 SOUTHERN BELL	45' X 45'	JUNE 1, 1989	JUNE 1, 2001	3 - 6 YRS	TELECOMMUNICATIONS

PROJECT NO. 89207.04  
 CADD NO. LCA\_PROP  
 HOYLE, TANNER & ASSOCIATES, INC. HTA  
 3450 LAKE LINDA DRIVE, SUITE 151, ORLANDO, FL 32817  
 (407) 380-1919  
 SCALE: AS SHOWN DATE: JUNE 1996  
 DES. BY: D/JD  
 DP. BY: D/JD  
 CHKD. BY: BML  
 LAKELAND MUNICIPAL AIRPORT  
 AIRPORT MASTER PLAN  
 AIRPORT PROPERTY MAP  
 DRAWING 6-11  
 SHEET 11 OF 156



Exhibit C (Opinion of Title)

EXHIBIT

**CERTIFICATE OF TITLE  
FAA Central Region**

To: Manager, Safety and Standards Branch

Subject: Lake City Gateway Airport (LCQ)

AIP Project No. TBD

This certification is made to satisfy (check **both** if applicable):

- Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property**
- Grant conditions relative to satisfactory title evidence for land being acquired under this project**

The City of Lake City (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

Parcel Number (Per Exhibit A)	Quality of Interest (Fee, Easement*, etc.,)
Parcels 1-10 (as shown on drawing 6-11)	Fee Simple Ownership

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

\*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed.

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated December 1996 by the sponsor's attorney Herbert F. Derby (name of attorney).

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated June 1996 AIP project number TBD. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

City of Lake City  
Name of Sponsor

Stephen Witt, City Mayor

\_\_\_\_\_  
Signature of Sponsor Official Authorized to Sign Grant Agreement

\_\_\_\_\_  
Date

**File Attachments for Item:**

6. City Council Resolution No. 2024-058 - A resolution of the City of Lake City, Florida, calling for an election to be held August 20, 2024; providing for the election of a council member from District Twelve; providing for the City Clerk to coordinate said election with the Columbia County Supervisor of Elections; directing the City Clerk to publish notice of the election; repealing all resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2024 - 058**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA CALLING FOR AN ELECTION TO BE HELD AUGUST 20, 2024; PROVIDING FOR THE ELECTION OF A COUNCIL MEMBER FROM DISTRICT TWELVE; PROVIDING FOR THE CITY CLERK TO COORDINATE SAID ELECTION WITH THE COLUMBIA COUNTY SUPERVISOR OF ELECTIONS; DIRECTING THE CITY CLERK TO PUBLISH NOTICE OF THE ELECTION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article III, Section 301 of the Charter of the City of Lake City provides the four non-mayoral city council members shall be each elected as the designated council member to one of four numerically-designated, geographically-defined districts; and

WHEREAS, Article V, Section 509 further provides elections shall be by majority vote, such election shall be on the date of the first primary election established for the State of Florida, and in the event no candidate receives a majority for any one seat, a run off shall be held on the date of the general election established for the State of Florida; and

WHEREAS, Article III, Section 301 of the Charter of the City of Lake City provides that each council member shall be elected for a term of four years; and

WHEREAS, the city council seats representing District 12 and District 13 are open for election in 2024; and

WHEREAS, the mayor-council member seat representing the City at-large is open for election in 2024; and

WHEREAS, only one candidate has qualified to be elected to the city council seat representing District 13, and therefore an election for said city council seat is unnecessary; and

WHEREAS, only one candidate has qualified to be elected to the mayor-council member seat representing the City at-large, and therefore an election for said city council seat is unnecessary; and

WHEREAS, two candidates have qualified to be elected to the city council seat representing District 12, and therefore an election for said city council seat is necessary; and

WHEREAS, Article V, Section 510 of the Charter of the City of Lake City provides all elections shall be called by resolution of the city council adopted no less than twenty days before such election; now therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:**

1. The City Council hereby calls for an election to be held on August 20, 2024 for the election of a council member to represent District 12 for a four year term pursuant to the Charter of the City of Lake City; and
2. The City Clerk is directed to arrange for said election with the Columbia County Supervisor of Elections, who shall appoint inspectors and clerks for said election.
3. The City Clerk shall cause to be published in a newspaper of general circulation a notice of said election



in accordance with Florida Statutes and the Charter of the City of Lake City.

4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final 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 July, 2024.

**BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA**

---

**Stephen M. Witt, Mayor**

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

---

**Audrey Sikes, City Clerk**

**APPROVED AS TO FORM AND LEGALITY:**

---

**Clay Martin, City Attorney**

**File Attachments for Item:**

7. City Council Resolution No. 2024-060 - A resolution of the City of Lake City, Florida, adopting that certain quote from AK Associates as the lowest quote available to the City for E9-1-1 call center equipment and system maintenance; 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 for an effective date.

**RESOLUTION NO 2024-060**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE THAT CERTAIN QUOTE FROM AK ASSOCIATES AS THE LOWEST QUOTE AVAILABLE TO THE CITY FOR E9-1-1 CALL CENTER EQUIPMENT AND SYSTEM MAINTENANCE; 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 obtained a quote or quotes from vendors to perform, among other things, E9-1-1 call center equipment and system maintenance services (the “Services”); and

**WHEREAS**, following evaluation of said quote or quotes, AK Associates (the “Vendor”) was determined to have provided the lowest quote in the amount of \$10,000.00; and

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

**WHEREAS**, in furtherance of obtaining the Services the Vendor and the City desire to adopt the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, engaging the Vendor’s to provide the Services pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Accepting the Vendor’s quote and engaging the Vendor to provide the Services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

---

Stephen M. Witt, Mayor

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

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



We have prepared a quote for you

**AK Elite Maintenance**

Quote # 001273  
Version 1

Prepared for:

**Lake City PD, FL**

Gerald Butler  
ButlerG@lcfla.com

**AK Elite Maintenance**

Description	Price	Qty	Ext. Price
<b>AKEliteMaint</b> <b>AK Elite Maintenance Annual Support</b> <i>Dates of Support: 8/5/23 through 8/4/24</i>	\$10,000.00	1	\$10,000.00

Subtotal:    **\$10,000.00**

**Payment Terms**

Description	Qty
<b>Terms of Sale:</b> • Payment Terms are Net 30	

Exhibit

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## AK Elite Maintenance

**Prepared by:**

**AK Associates**  
Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

**Prepared for:**

**Lake City PD, FL**  
205 North Marion Ave  
Lake City, FL 32055  
Gerald Butler  
(386) 719-5811  
ButlerG@lcfla.com

**Quote Information:**

**Quote #: 001273**  
Version: 1  
Delivery Date: 08/02/2023  
Expiration Date: 10/31/2023

### Quote Summary

Description	Amount
AK Elite Maintenance	\$10,000.00
<b>Total: \$10,000.00</b>	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

### AK Associates

### Lake City PD, FL

Signature: *Beth Stankus*  
Name: Beth Stankus  
Title: Manager of Accounting  
Date: 08/02/2023

Signature: \_\_\_\_\_  
Name: Gerald Butler  
Date: \_\_\_\_\_

**File Attachments for Item:**

8. City Council Resolution No. 2024-061 - A resolution of the City of Lake City, Florida, adopting that certain quote from Motorola as the lowest quote available to the City for law enforcement video equipment and systems; 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.



**RESOLUTION NO 2024-061**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE THAT CERTAIN QUOTE FROM MOTOROLA AS THE LOWEST QUOTE AVAILABLE TO THE CITY FOR LAW ENFORCEMENT VIDEO EQUIPMENT AND SYSTEMS; 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 obtained a quote or quotes from vendors to provide law enforcement video equipment and systems (the "Product"); and

**WHEREAS**, following evaluation of said quote or quotes, Motorola (the "Vendor") was determined to have provided the lowest quote in the amount of \$71,437.60; and

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

**WHEREAS**, in furtherance of obtaining the Product the Vendor and the City desire to adopt the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, engaging the Vendor's to provide the Product pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

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

of the Agreement;

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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

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



## LAKE CITY, CITY OF

Lake City 4 m500 4 v300 vaas

09/27/2023

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

09/27/2023

LAKE CITY, CITY OF  
225 NW MAIN BLVD STE 102  
LAKE CITY, FL 32055

RE: Motorola Quote for Lake City 4 m500 4 v300 vaas  
Dear ,

Motorola Solutions is pleased to present LAKE CITY, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

**Billing Address:**  
 LAKE CITY, CITY OF  
 225 NW MAIN BLVD STE 102  
 LAKE CITY, FL 32055  
 US

**Quote Date:**09/27/2023  
**Expiration Date:**04/10/2024  
**Quote Created By:**  
 Patrick Eslick  
 Patrick.Eslick@  
 motorolasolutions.com

**End Customer:**  
 LAKE CITY, CITY OF

**Payment Terms:**30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
1	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	5		\$812.50	\$550.00	\$2,750.00	
		Video as a Service						
2	WGW00502	M500 EXTENDED WARRANTY	4	5 YEAR	Included	Included	Included	
3	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE ,5GHZANT	4		Included	Included	Included	
4	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	4		Included	Included	Included	
5	WGP02225-130-KIT	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	4		Included	Included	Included	
6	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	4	5 YEAR	Included	Included	Included	
7	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	4		\$468.00	\$374.40	\$1,497.60	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
8	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	4	5 YEAR	\$13,500.00	\$13,500.00	\$54,000.00	
9	WGB-0176AAS	VIDEO EQUIPMENT, V300/V700 WIFI BASE FOR M500 VAAS (\$5 PER MON)	4		Included	Included	Included	
10	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	4		Included	Included	Included	
11	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON)	4	5 YEAR	\$300.00	\$300.00	\$1,200.00	
12	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	4		Included	Included	Included	3 YEAR
13	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	Included	
14	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	4	5 YEAR	Included	Included	Included	
15	WGW00300-003	V300 NO FAULT WARRANTY	4	5 YEAR	Included	Included	Included	
16	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	4		\$200.00	\$160.00	\$640.00	
Video as a Service								
17	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	1	5 YEAR	\$9,900.00	\$9,900.00	\$9,900.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
18	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,C ONFIG,PM	1		\$1,500.00	\$1,200.00	\$1,200.00	
19	WGB-0700A	VIDEO EQUIPMENT,M500 IN- CAR SYSTEM FRONT/ PASSENGER CAM	1		Included	Included	Included	
20	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	Included	Included	Included	
21	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE ,5GHZANT	1		Included	Included	Included	
22	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	1		Included	Included	Included	
23	WGP02225-130-KIT2	BRKT4RE DISP/MISTA/ CAMVR POST 2020+EXPL	1		Included	Included	Included	
24	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	1	5 YEAR	Included	Included	Included	
25	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	1		\$312.50	\$250.00	\$250.00	

**Grand Total**
**\$71,437.60(USD)**
**Pricing Summary**

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$21,567.00	\$19,357.60
Year 2 Subscription Fee	\$13,020.00	\$13,020.00
Year 3 Subscription Fee	\$13,020.00	\$13,020.00
Year 4 Subscription Fee	\$13,020.00	\$13,020.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60651 - #: 36-1115800

	List Price	Sale Price
Year 5 Subscription Fee	\$13,020.00	\$13,020.00
Grand Total System Price	\$73,647.00	\$71,437.60

**Notes:**

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Exhibit





**MOTOROLA SOLUTIONS**  
**VIDEO-AS-A-SERVICE OVERVIEW**

QUOTE-2351651  
Lake City 4 m500 4 v300 vaas

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



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## VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-2351651  
Lake City 4 m500 4 v300 vaas

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.



### VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

#### Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

#### Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

#### Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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## Integration with In-Car and Body-Worn Cameras

QUOTE-2351651  
Lake City 4 m500 4 v300 vaas

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

### Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

## DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

### Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

### Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



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## V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



### KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



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## V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

## V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

## HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



## DOCKING STATIONS

The V300 has three docking options:



**Transfer Station** - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



**Wi-Fi Base** - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



## M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

### VIDEO RECORDING AND CAPTURE

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

### DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

### AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

## INTEGRATION WITH V300

The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

### CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.





## COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

**Post Sales Engineer**

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

**System Technologist (ST)**

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

**Professional Services Engineer (if applicable)**

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

**Application Specialist (if applicable)**

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

**Technical Trainer / Instructor**

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

**Customer Support Services Team**

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

**Customer Project Roles and Responsibilities**

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



### Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

#### **Video Management Point of Contact (POC)**

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

#### **Subject Matter Experts (SMEs)**

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

#### **Training POC**

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

#### **General Customer Responsibilities**

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.





Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

## NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and equipment as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.



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- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

**Customer Responsibilities**

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

**Motorola Deliverables**

- Project Kickoff Meeting Agenda.

**PROJECT KICKOFF**

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

**Motorola Responsibilities**

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

**Customer Responsibilities**

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

**Motorola Deliverables**

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

**DISCOVERY TELECONFERENCE**

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

**Motorola Responsibilities**

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

**Customer Responsibilities**

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

**Motorola Deliverables**

- Completed BPR Workbook.

**PROJECT EXECUTION****EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

**Motorola Responsibilities**

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

**Customer Responsibilities (if applicable)**

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer

**Motorola Deliverables**

- Contracted Equipment.
- Equipment Inventory.

**In-Car Video System (if applicable)**

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.





Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

**Motorola Responsibilities**

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

**Customer Responsibilities**

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

**Motorola Deliverables**

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

**Body Worn Camera Configuration (if applicable)**

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

**Motorola Responsibilities**

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

**Customer Responsibilities**

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

**License Plate Recognition Commissioning (if applicable)**

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

**Motorola Responsibilities**

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

**Customer Responsibilities**

- Identify the Agency Manager.
- Register to receive access to Hotlist.

**SOFTWARE INSTALLATION AND CONFIGURATION**

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



### VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

#### Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

#### Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

### VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

#### Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

#### Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

### CloudConnect Installation and Configuration

#### Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

**Customer Responsibilities**

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

**Completion Criteria**

- CloudConnect Virtual Machine configuration is complete.

**CommandCentral Evidence (if applicable)**

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

**Motorola Responsibilities**

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

**Customer Responsibilities**

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

**DATA MIGRATION SERVICES (IF APPLICABLE)**

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

**Motorola Responsibilities**

- Receive access to Customer video data.
- Perform contracted data migration and validation.

**Customer Responsibilities**

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

**Completion Criteria**

- A migrated dataset as defined in the Contract.





### DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

#### Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

#### Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



**Motorola Responsibilities**

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

**Customer Responsibilities**

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

**INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)**

Instructor-led courses are based on products purchased and the Customer's Education Plan.

**Motorola Responsibilities**

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

**Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

### Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



## ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

### 1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

### 1.2. ESSENTIAL SERVICE

#### 1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

##### 1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution





### 1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

### 1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

### 1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

#### 1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

#### 1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

### 1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

**Software Release Availability.** Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

**Software Release Notes.** Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

**Hardware Repair.** Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**LTE/4G Service.** Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

**Shipping.** For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

#### 1.4. CUSTOMER RESPONSIBILITIES

**Serial Numbers.** If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Device software releases.** The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

**LTE/4G Service.** The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

**WiFi Connectivity.** The Customer is responsible for providing all WiFi connectivity to the device.

**Removing Customer Data.** The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

#### 1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.





Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

#### 1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

#### 1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

##### 1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

**Repair or Replacement.** Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**Serial Numbers.** If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Advanced Replacement.** Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

#### 1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



**File Attachments for Item:**

9. City Council Resolution No. 2024-062 - A resolution of the City of Lake City, Florida, approving that certain legal services agreement with Birchfield & Humphrey for legal services related to eminent domain proceedings arising from the City's enhancement of Sallie May Jerry Park; 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.



**RESOLUTION NO 2024-062**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEGAL SERVICES AGREEMENT WITH BIRCHFIELD & HUMPHREY FOR LEGAL SERVICES RELATED TO EMINENT DOMAIN PROCEEDINGS ARISING FROM THE CITY'S ENHANCEMENT OF SALLIE MAY JERRY PARK; 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**, legal services are exempt from the competitive procurement processes of the City of Lake City (the "City"); and

**WHEREAS**, the City has need of specialized legal services in the field of eminent domain law for purposes of perfecting an eminent domain taking of properties in furtherance of the City's enhancement of Sallie May Jerry Park (the "Project"); and

**WHEREAS**, the law firm of Birchfield & Humphrey (the "Vendor") specializes in the field of eminent domain law, and has consented to represent the City in furtherance of the Project; and

**WHEREAS**, the Vendor has submitted a proposal in the form of a legal services agreement (the "Agreement") in the form attached as an exhibit hereto; and

**WHEREAS**, the City desires to and does accept the terms of Vendor's proposed Agreement; and

**WHEREAS**, in furtherance of completing the Project, the Vendor and the City desire to enter into the Agreement; and

**WHEREAS**, completing the Project by engaging the Vendor's services pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of

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Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

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Stephen M. Witt, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



June 7, 2024

Donnie L. Rosenthal, Interim City Manager  
City of Lake City  
205 N. Marion Avenue  
Lake City, FL 32055

RE: Legal Representation for the Enhancement of Sallie Mae Jerry Park

Dear Mr. Rosenthal:

We thank you for the opportunity to work with the City of Lake City (the "City"), its staff, and its consultants on eminent domain matters you refer to us. We propose the following terms:

1. **Services:** Birchfield & Humphrey will provide advice and representation to the City on matters you refer. I will be in charge of these matters and will be primarily responsible for providing and supervising the legal services required. I anticipate my law partner, Lauren E. Howell, will also be involved. I will ensure that these matters are adequately staffed. We will use our best judgment to determine the amount of time, who is to perform any specific task, and the nature of the services to be performed in the City's best interest.

2. **Term:** The City may retain the services of Birchfield & Humphrey in relation to eminent domain matters regarding the City's enhancement of the Sallie May Jerry Park during the term commencing on June 1, 2024, and ending on May 31, 2026.

3. **Professional Fees:** We will charge for our services as follows:

Bruce B. Humphrey, Esq.	\$350.00 per hour
Lauren E. Howell, Esq.	\$350.00 per hour
Heather A. Upton, FRP	\$150.00 per hour

4. **Costs and Expenses:** The firm will charge for costs and expenses incurred on the City's behalf for this representation. We may advance these costs and seek reimbursement in our billings, or we may, at our discretion, request the City deposit these costs with us before the costs are incurred.

5. **Billing and Payment** We will bill the City on a monthly basis for

320 Town Plaza Ave. #120 | Ponte Vedra, FL 32081

Tel: (904) 396-6625 | Fax: (904) 396-6624

www.birchfieldhumphrey.com

professionalservices rendered and expenses incurred. The City agrees to pay the amount of each statement in full within forty-five (45) days of the billing date or explain why the City does not believe any charge is warranted.

6. **Conflicts of Interest** The City agrees that Bruce B. Humphrey and any lawyer employed by Birchfield & Humphrey will be retained in relation to the enhancement of the Sallie May Jerry Park and that their representation of the City on the following eminent domain matters related to the Sallie May Jerry Park enhancement project: properties located on NW Long Street identified as parcel number 00-00-00-11481-000 and parcel number 00-00-00-11480-000 will not create a conflict of interest between the firm, the City, and any other potentially adverse parties to the City outside of the aforementioned projects. Any additional projects that may be added to the enhancement of the Salli May Jerry Park project may be included as part of these terms and conditions by a written amendment.

If the City agrees that these terms and conditions are acceptable, please sign in the space provided at the bottom of this letter, return the original to me, and retain a copy for your records. On behalf of the Firm, I look forward to assisting the City in this matter.

Sincerely,  
BIRCHFIELD & HUMPHREY



Bruce B. Humphrey, Esq.

**Accepted**

City of Lake City

\_\_\_\_\_  
By: Donnie L. Rosenthal  
Its: Interim City Manager

Dated: \_\_\_\_\_

BBH/hau

Cc: Clay Martin, Esq.  
Danielle Adams, Esq.

320 Town Plaza Ave. #120 | Ponte Vedra, FL 32081

Tel: (904) 396-6625 | Fax: (904) 396-6624

[www.birchfieldhumphrey.com](http://www.birchfieldhumphrey.com)

**File Attachments for Item:**

10. Approval to modify Police Department's Position Schedule to reflect the reallocation of the remaining nine (9) Communication Officer Positions to four (4) additional Police Officer Positions. This adjustment would bring the total of Police Officers in the Position Schedule to thirty-one. Total Staffing for the Police Department will be sixty-two (62) personnel from current sixty-seven (67) Personnel approved in 2024 Budget. (see attachment)


<b>MEETING DATE</b>
7-1-24

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT: Fund and Personnel Reallocations with County taking over City Public Safety Dispatch**  
**DEPT / OFFICE: Lake City Police Department**

<b>Originator:</b> Chief Gerald Butler 		
<b>City Manager</b> D. Johnson, Interim City Manager	<b>Department Director</b> Chief Gerald Butler	<b>Date</b> 5-13-24

**Recommended Action:**  
 Authorize the transfer of funds, equipment purchases and personnel positions and reclassifications from existing Police Dept line items in current budget as a result of Columbia County Combined Dispatch Center taking over Dispatch responsibility from City.

**Summary Explanation & Background:**  
 With the move of the City Communications Center to the County per City Council resolution 2023-126. It is requested the City Council Modify Police Department Position Schedule to reflect the reallocation of the remaining nine (9) Communication Officer Positions to four (4) additional Police Officer Positions. This adjustment would bring the total of Police Officers in the Position Schedule to thirty-one. Total Staffing for the Police Department will be sixty-two (62) personnel from current sixty-seven (67) Personnel approved in 2024 Budget. (see attachment).  
 Reclassify Job Description for Communication Supervisor to Accreditation Manager. This position will maintain the same pay grade (Pay Grade 8). Also request City Council approve the new Accreditation Manager Job Description to replace current Communication Supervisor job Description.  
 Authorize the transfer of funds from the Police Department Personnel Services Account to appropriate Police Dept. Account to fund annual payment to County (PD Share) for County Dispatch Services per City Council resolution 2023-126. This amount will be pro-rated based on date the County physically takes over the dispatch duties and the City Dispatchers from the City become County Employees. This amount is a split with City Fire Department based on City Council Resolution 2023-126.  
 Authorize the transfer of funds from current budget, based on the recommendation of the Finance Director, for the payment of \$10,000 to AK Associates for the "AK Elite Maintenance Annual Support". County will assume future payments to AK Associates once County takes over City PSAP responsibilities. (See Attachment "AK Associates AK Elite Maintenance Quote"). See Resolution 2024-060  
 Approve five-year lease of five additional Watch Guard in car cameras with Motorola Solutions and the Transfer funds from Personnel Services for year one of the five-year lease in the amount of \$19,357. see Resolution 2024-061  
 Authorize the transfer of funds from the Department Vehicle Fuel / Car Wash (.5

Account) to purchase four additional Patrol Units and a K9 unit (Units which are at end of lease and are to be turned in to Enterprise Leasing). Four Patrol Units are for additional officers and the K9 unit will be used as a spare K9 unit.  
Also use funds to purchase one additional patrol unit to replace the unit which was totaled and not replaced. For a total of \$2,603.42

**Alternatives:**

NA

**Source of Funds:**

Existing Police Budget

**Financial Impact:**

None/Fund Transfers within Existing Police Budget

**Exhibits Attached:**

- City Council Resolution 2023-126
- Police Position Schedule (Revised)
- Accreditation Manager General Description
- AK Associates "AK Elite Maintenance" Quote
- Motorola Solutions Watch Guard Camera Five-year Lease Quote
- Cost to Purchase Leased Vehicles

**Police Department**

Account 001.11.521

<u>Position</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 24 (Revised)</u>	<u>Change</u>
Administrative Assistant	2	2	2	0
Asst. Police Chief	1	1	1	0
Communication Officer*	10	10	0	-10
Comm Superv. To Accred. Manager	1	1	1	0
Comm. Relations Coordinator	1	1	1	0
Crime Scene/Evidence Tech	1	1	1	0
Police Chief	1	1	1	0
Police Investigator	4	4	4	0
Police Lieutenant	2	2	2	0
Police Officer	27	27	31	+4
Records Clerk	2	0	0	0
Records Coordinator	1	3	4	+1
Police Reservist (Unpaid)	3	3	3	0
Police School Crossing Guard	4	4	4	0
Police Sergeant	6	6	6	0
<b>Total</b>	<b>67</b>	<b>67</b>	<b>62</b>	<b>-5</b>



**File Attachments for Item:**

11. Approval to reclassify Job Description for Communication Supervisor to Accreditation Manager. This position will maintain the same pay grade (Pay Grade 8). Approval of the new Accreditation Manager Job Description to replace current Communication Supervisor Job Description

<b>MEETING DATE</b>
7-1-24

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT: Fund and Personnel Reallocations with County taking over City Public Safety Dispatch**  
**DEPT / OFFICE: Lake City Police Department**

<b>Originator:</b> Chief Gerald Butler <i>GB</i>		
<b>City Manager</b> D. Johnson, Interim City Manager	<b>Department Director</b> Chief Gerald Butler	<b>Date</b> 5-13-24
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Approve five-year lease of five additional Watch Guard in car cameras with Motorola Solutions and the Transfer funds from Personnel Services for year one of the five-year lease in the amount of \$19,357. *See Resolution 2024-061*

Authorize the transfer of funds from the Department Vehicle Fuel / Car Wash (5

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**Alternatives:**

NA

**Source of Funds:**

Existing Police Budget

**Financial Impact:**

None/Fund Transfers within Existing Police Budget

**Exhibits Attached:**

City Council Resolution 2023-126

Police Position Schedule (Revised)

Accreditation Manager General Description

AK Associates "AK Elite Maintenance" Quote

Motorola Solutions Watch Guard Camera Five-year Lease Quote

Cost to Purchase Leased Vehicles

# City of Lake City, FL

## Classification Description

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**Classification Title: ACCREDITATION MANAGER**  
**Department: POLICE**

**Pay Grade: 8**  
**FLSA Status: Non-Exempt**

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### **General Description**

The Accreditation Manager is an advanced administrative position where the employee is responsible for managing and coordinating the Lake City Police Department's accreditation program, for the purpose of obtaining and maintaining accreditation. This position includes reviewing, interpreting, and implanting amended and/or new accreditation standards and determining how to author and integrate policies into the Department in order to remain compliant with the Commission for Florida Law Enforcement Accreditation (CFA) standards; conducting inspections; communicating with the Police Chief, Executive and Command Staff and respective Department employees on results of inspections; and providing recommendations to work units on non-compliance issues and findings. Data gathering plays an additional role in many of the purposes undertaken by this position.

### **Nature of Work**

#### **Essential Functions:**

- Identifies, implements and manages all accreditation and re-accreditation processes, independently and with minimal supervision, ensuring timely compliance each cycle year with standards developed by state and national accrediting bodies, as applicable, and any legal updates.
- Assures the Police Department complies with an maintains accredited status.
- Maintains current information on accreditation standards and the interpretation and application of accreditation standards through active participation with the appropriate accreditation commissions and professional associations.
- Analyzes, evaluates and maintains documentation to show proof of compliance with accreditation standards.
- Monitors and maintains accurate, up-to-date accreditation records and files with timely reporting.
- Conducts compliance and audit inspections as directed by the Chief of Police or designee.
- Guides and assists staff in resolving quality assurance and accreditation noncompliance issues and findings.
- Advises agency personnel with regards to maintaining accreditation and other record keeping for general and time-sensitive standards.

## ACCREDITATION MANAGER

- Assists with writing, and/or timely review of all new and revised policies to ensure compliance with CFA standards and best practices.
- Prepares staff reports that require research and data gathering.
- Performs or assists with inspections to ensure adherence to prescribed policies and procedures and accreditation standards.
- Interacts and communicates with various groups and individuals such as the Police Chief, other Department supervisors, other City personnel, attorneys, and other local, state, and federal law enforcement agencies.
- Represents the Department at the direction of the Chief of Police, or designee, at various meetings and conferences for accreditation, serves on accreditation related committees and participates in accreditation-related training.
- Participates in and delivers training on commission standards, standard operating procedures, changing laws and requirements, and new programs and initiatives.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

### KNOWLEDGE, SKILLS, AND ABILITIES

- Must have working knowledge of the CFA standards and processes and of CFA “Best Practices” for electronic record-keeping and proof maintenance procedures. Applicants with knowledge in other accreditation programs are encouraged to apply.
- Must be proficient in PowerDMS, Microsoft Office Suite (Word, Excel, PowerPoint, Outlook, Access), and be able to navigate through other specialized software operating in a Windows environment.
- Must have excellent organizational skills for the management of time-sensitive standards, proofs and filing of electronic and paper files.
- Skilled in working independently and following through with assignments with minimal direction.
- Skilled in adapting to changing work environment, competing demands and ability to deal with frequent change, delays or unexpected events.
- Ability to manage multiple priorities to ensure that deadlines are met.
- Ability to communicate effectively verbally and have excellent writing skills.
- Ability to maintain sound judgement and maintain confidentiality regarding critical and sensitive information, records and reports.
- Ability to articulate, demonstrate and train others concerning current laws, standards, policies, and procedures.
- In-depth knowledge of law enforcement principles, practices and organizational structure.
- Ability to work with and maintain confidentiality of Criminal Justice Information (CJI).

**Critical Skills/ Expertise:** All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision,

guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of approved principles and practices of police work;
- Knowledge of laws and ordinances governing local police work;
- Ability to work with some degree of independence;
- Ability to execute difficult oral and written directions;
- Ability to prepare clear and comprehensive reports;
- Ability to react quickly and calmly in emergencies;
- Ability to execute duties firmly, tactfully, and impartially;
- Ability to establish and maintain effective working relationships with other employees, other law enforcement officers, and the general public;
- Skill in investigative techniques;
- Skill in use of police equipment;
- Skill in use and care of firearms; and
- Skill in operation of motor vehicles.

**Minimum Qualifications:** Must have a high school diploma or General Education Diploma (GED), have a least two (2) years of progressively responsible or directly assisting in the accreditation program for a State of Florida law enforcement agency preferred. Must possess and valid Florida Driver's License.

**ESSENTIAL PHYSICAL SKILLS**

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Ability to access, input and retrieve information from a computer
- Ability to type accurately
- Listening
- Ability to enter data an efficient rate of speed.\
- The employee is occasionally required to use hands to manipulate, handles, grasp, feel, push, pull, carry or operate objects, and reach with hands and arms. The employee is occasionally required to climb, lift, or balance, stoop, kneel or crouch, and lift and/or move up to 20 pounds.
- While performing the duties of this position, the employee is frequently required to drive, walk, sit, type, stand, talk and hear.

**Environmental Conditions:**

- Works primarily inside in an office environment under stressful conditions,
- Occasionally required to work outside as duties require.

**ACCREDITATION MANAGER**

(reasonable accommodation will be made for otherwise qualified individuals with a disability)

**SELECTION GUIDELINES:** Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**File Attachments for Item:**

12. Approval to transfer funds from the Police Department Personnel Services Account to appropriate Police Department Account to fund annual payment to County (PD Share) for County Dispatch Services per City Council Resolution 2023-126. This amount will be pro-rated based on date the County physically takes over the dispatch duties and the City Dispatchers from the City become County Employees. This amount is a split with City Fire Department based on City Council Resolution 2023-126.



<b>MEETING DATE</b>
7-1-24

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT: Fund and Personnel Reallocations with County taking over City Public Safety Dispatch**  
**DEPT / OFFICE: Lake City Police Department**

<b>Originator:</b> Chief Gerald Butler <i>GW</i>		
<b>City Manager</b> D. Johnson, Interim City Manager	<b>Department Director</b> Chief Gerald Butler	<b>Date</b> 5-13-24

**Recommended Action:**  
 Authorize the transfer of funds, equipment purchases and personnel positions and reclassifications from existing Police Dept line items in current budget as a result of Columbia County Combined Dispatch Center taking over Dispatch responsibility from City.

**Summary Explanation & Background:**  
 With the move of the City Communications Center to the County per City Council resolution 2023-126. It is requested the City Council Modify Police Department Position Schedule to reflect the reallocation of the remaining nine (9) Communication Officer Positions to four (4) additional Police Officer Positions. This adjustment would bring the total of Police Officers in the Position Schedule to thirty-one. Total Staffing for the Police Department will be sixty-two (62) personnel from current sixty-seven (67) Personnel approved in 2024 Budget. (see attachment).  
 Reclassify Job Description for Communication Supervisor to Accreditation Manager. This position will maintain the same pay grade (Pay Grade 8). Also request City Council approve the new Accreditation Manager Job Description to replace current Communication Supervisor job Description.  
 Authorize the transfer of funds from the Police Department Personnel Services Account to appropriate Police Dept. Account to fund annual payment to County (PD Share) for County Dispatch Services per City Council resolution 2023-126. This amount will be pro-rated based on date the County physically takes over the dispatch duties and the City Dispatchers from the City become County Employees. This amount is a split with City Fire Department based on City Council Resolution 2023-126.  
 Authorize the transfer of funds from current budget, based on the recommendation of the Finance Director, for the payment of \$10,000 to AK Associates for the "AK Elite Maintenance Annual Support". County will assume future payments to AK Associates once County takes over City PSAP responsibilities. (See Attachment "AK Associates AK Elite Maintenance Quote"). *see Resolution 2024-060*  
 Approve five-year lease of five additional Watch Guard in car cameras with Motorola Solutions and the Transfer funds from Personnel Services for year one of the five-year lease in the amount of \$19,357. *see Resolution 2024-061*  
 Authorize the transfer of funds from the Department Vehicle Fuel / Car Wash (.52

Account) to purchase four additional Patrol Units and a K9 unit (Units which are at end of lease and are to be turned in to Enterprise Leasing). Four Patrol Units are for additional officers and the K9 unit will be used as a spare K9 unit.  
Also use funds to purchase one additional patrol unit to replace the unit which was totaled and not replaced. For a total of \$2,603.42

**Alternatives:**

NA

**Source of Funds:**

Existing Police Budget

**Financial Impact:**

None/Fund Transfers within Existing Police Budget

**Exhibits Attached:**

City Council Resolution 2023-126  
Police Position Schedule (Revised)  
Accreditation Manager General Description  
AK Associates "AK Elite Maintenance" Quote  
Motorola Solutions Watch Guard Camera Five-year Lease Quote  
Cost to Purchase Leased Vehicles

**CITY COUNCIL RESOLUTION NO. 2023-126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA, THE SHERIFF OF COLUMBIA COUNTY, FLORIDA, THE COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT, THE CITY OF LAKE CITY, FLORIDA, THE LAKE CITY POLICE DEPARTMENT, AND THE LAKE CITY FIRE DEPARTMENT RELATED TO A COMBINED COMMUNICATIONS 911 CENTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Columbia County, Florida, the Office of the Sheriff of Columbia County, Florida, Columbia County Fire/Rescue Department, the City of Lake City Florida, the Lake City Police Department, and the Lake City Fire Department (hereinafter collectively referred to as the "Parties") desire to enter into an agreement to utilize and share resources in order to provide a cooperative dispatch center for the Parties' respective 9-1-1 Communication Services to effectively coordinate public safety communications; and

**WHEREAS**, to promote the health, safety and general welfare of the citizens throughout Columbia County, the Parties wish to improve efficiency and technical capabilities of emergency call taking and County and City law enforcement, fire, and emergency medical services radio dispatch and communications within Columbia County at a reasonable cost to the general public; and

**WHEREAS**, the Parties wish to set forth the terms and conditions for the operation of such a combined center by this Interlocal Agreement between the Parties; and

**WHEREAS**, the Parties are acting pursuant to their authority contained in their respective charters, general law, and Section 163.01, Florida Statutes.

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

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

**Section 2.** The Mayor is authorized to execute the Interlocal Agreement.

**Section 3.** Severability. If any clause, section, or other part of this

**COLUMBIA COUNTY SHERIFF'S OFFICE**

By: *Mark Hunter*  
Mark Hunter, Columbia County Sheriff

**COLUMBIA COUNTY FIRE/RESCUE**

By: *Jeff Crawford*  
Jeff Crawford, Chief

**CITY COUNCIL FOR THE CITY OF LAKE CITY,  
FLORIDA**

By: *Stephen Witt*  
STEPHEN WITT, Mayor

**APPROVED AS TO FORM:**

*TJ Kennon*  
Thomas J. Kennon  
City Attorney

**ATTEST:**

*Audrey Sikes*  
Audrey Sikes  
City Clerk

**LAKE CITY POLICE DEPARTMENT**

By: *Gerald Bittler*  
Gerald Bittler, Chief

**LAKE CITY FIRE DEPARTMENT**

By: *Joshua Wehinger*  
Joshua Wehinger, Chief

FINAL DRAFT as of September 21, 2023

The County shall provide a secure, survivable command and control area for response to emergencies occurring within Columbia County. The Center shall be the primary Public Safety Answering Point ("PSAP") in Columbia County.

## **SECTION 2: RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.**

- A. The County had and has the financial responsibility for the construction of the Center, and any future expansions or modifications thereto pursuant to Fla. Stat. section 125.01(1)(c). The County agrees to solicit and consider the parties' recommendations with respect to any future planning for construction, expansions, or major modifications of the Center.
- B. The County has and shall maintain a back-up Public Safety Communications Center that is in compliance with Florida Department of Law Enforcement ("FDLE") and Federal Bureau of Investigations ("FBI") security standards. The City of Lake City shall provide a secure location with adequate generator for the operation of the backup PSAP. The County will provide for the maintenance of all County owned equipment located at the backup PSAP. Should the Backup PSAP need to be relocated for any reason, the new location of the back-up center shall be subject to the advice of the parties, but the final decision for a location shall be the responsibility of the County.
- C. The parties acknowledge that the County shall manage and operate the Center, to include dispatch for the parties and those purposes described in Section 1.
- D. The City agrees to pay the County \$200,000 for a period of 8 years for dispatch services. After 8 years, the City agrees to continue to include a payment to the County for dispatch services as part of the City Fire Assessment at a rate not less than the equivalent of two Telecommunicator positions.
- E. Each agency may address issues, changes, updates, governance or concerns to the 911 Steering Committee for deliberations and the 911 Steering Committee may make recommendations for operational changes. Each Agency is responsible for periodically reviewing the SOP's pertaining to their operations and making recommendations for changes or amendments.
- F. The affected parties have entered into and maintain a Management Control Agreement ("MCA") as required by FDLE for the protection of Criminal Justice Information. A copy of the current MCA is attached as Exhibit "A". This agreement shall be construed as supplemental to the MCA and any proper amendments thereto hereafter made.
- G. All parties to this agreement currently participate in a 911 Steering Committee and agree to continue the 911 Steering Committee as established. The 911 Steering Committee has the responsibility to review, discuss and make recommendations for changes to dispatch procedures and policies. The 911 Steering Committee may make recommendations concerning the radio system to the Communications Committee, which has been created under a separate agreement.
- H. Other committees, including *ad hoc committees*, may be created by the 911 Committee. In addition, committees required by the International Academy of Emergency Dispatch for

utilization of Emergency Medical Dispatch and Emergency Fire Dispatch will be established as requested of the 911 Committee by the Center Director.

- I. The daily operations of the Center shall fall under the Center Director. The Center Director shall report directly to the County Manager as an employee of Columbia County.
- J. The Sheriff's Office shall establish and maintain a secure network or encrypted email for the purpose of sharing F/NCIC data via email for law enforcement purposes. The Sheriff's Office agrees to maintain the network and a centralized CAD system in accordance with the MCA agreement and FDLE requirements. In addition, the Sheriff's Office agrees to maintain the CCFR and EMS Mobile computer terminals. The City agrees to maintain their LEO and fire MCTs as well as a separate records management system. All such F/NCIC activities shall at all times be subject to compliance with the MCA.
- K. Both the Sheriff and LCPD will designate a FAC to monitor F/NCIC, entries and complete validations as required.
- L. The Sheriff's Office and LCPD records custodians shall be responsible for their own validating of stolen boats; abandoned, stolen, or felony vehicles; stolen vehicle parts; license plates; stolen or lost guns; stolen securities; as well as missing persons and unidentified persons.
- M. The Sheriff or LCPD shall have the authority to deny any Center employee, or vendor, or other person or persons access to the secure dispatch room or F/NCIC with due cause.

### **SECTION 3: FINANCING PLAN.**

The annual budget for the Combined Communications Center shall be recommended by the County Manager to the Columbia County Board of County Commissioners. The Commissioners shall have final approval of the budget. The County agrees to pay the annual operating costs of the Combined Communications Center. County shall budget and expend funds in accordance with Florida law.

### **SECTION 4: PERSONNEL.**

- A. The Sheriff's Office, CCFR, LCFD and LCPD may appoint a 911 liaison as a primary contact to coordinate dispatch procedures with the Center Director, for the purpose of making recommendations on their Agency's operations related to dispatching.
- B. The appointed liaisons shall have full access within the Center. The Center shall provide the Liaisons with office space if requested.
- C. The County shall hire personnel to adequately staff the Center and shall reserve the right to assign such personnel within the Center as necessary. At the time of the implementation of this agreement, the County agrees to hire all existing City dispatch personnel so long as such personnel are willing and qualified to serve as Public Safety Telecommunicator/Public Safety Telecommunicator Trainee positions. These City employees would become County employees and must pass all pre-employment screenings and background checks.

FINAL DRAFT as of September 21, 2023

**SECTION 5: OPERATIONAL PLAN.**

- A. Standards for the provision of services and protocols for the handling and processing of all emergency communication calls received by the Center shall be set forth in the 911 Communication Center Operational Procedures and Guidelines Manual, also known as SOP Manuals. The SOP Manuals shall also include a definition of "calls for service" to be utilized as the basis for apportionment of calls. The Center Director shall be responsible for maintaining the SOP Manuals. The 911 Committee shall be responsible for recommending changes and updates to the SOP Manuals.
  
- B. No changes to any of the consolidated dispatch agency's SOP Manuals will be made without the approval of the affected agency. It shall be each agency's responsibility to maintain current any information necessary to the performance of this Agreement.

**SECTION 6: EQUIPMENT**

As consideration for this Agreement, all dispatch equipment, computer consoles and radio consoles currently being used in a full-time or back-up dispatch capacity for the City of Lake City, LCPD, or LCFD, will be turned over to The County and become County property. The County will continue to maintain them as to provide a back-up PSAP and provide for a cycle of life replacement.

**SECTION 7: DESIGNATION OF POSITIONS**

Upon implementing of consolidated 911 dispatch, the Center will designate 9 positions per shift consisting of two for the Sheriff's Office, one designated for NIC, two designated for LCPD, one designated for fire/EMS, two designated for 911 operators and one designated supervisor. Nothing about this part shall preclude personnel designated for a particular agency from providing support for other personnel regardless of designation. This provision shall at all times be subject to availability of properly trained staff or personnel, determined in the discretion of the Center Director.

**SECTION 8: TERM.**

This agreement shall become effective upon the recording of this agreement in the Official Records of Columbia County and shall continue in full force and effect until terminated as provided herein. It is understood and agreed that full performance of this Agreement shall not be possible until such time as the MCA has been implemented, the CAD systems and related software/systems are fully operational, and personnel have been transitioned or hired as otherwise provided herein.

**SECTION 9: TERMINATION.**

Any party to this agreement may terminate this agreement for cause after giving the remaining parties notice of such intention and affording 365 days for the remaining parties to address or cure such cause. If uncured the agreement shall terminate, and the parties shall operate in good faith for the orderly transition of all services hereunder in the interest of preserving and maintaining public safety. In the event of termination without cause, the party giving notice of termination shall bear the costs, if any, of such termination to the Center and to the parties to this agreement that do not elect to terminate without cause. This agreement shall renew each year on its anniversary date unless terminated with notice pursuant to this part.

**SECTION 10: AMENDMENTS.**

Any party who may desire to amend this interlocal agreement must notify the other parties in writing with type of amendment and reasons for same. This agreement may be amended only by mutual written agreement of all of the parties.

**SECTION 11: INDEMNIFICATION.**

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

**SECTION 12: NOTIFICATION.**

Except as provided herein, any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via delivery-verified email to the parties' respective official government email addresses provided below. The parties' representatives are:

County: David Kraus  
County Manager  
[david\\_kraus@columbiacountyfla.com](mailto:david_kraus@columbiacountyfla.com)  
Post Office Box 1529  
Lake City, Florida 32056-1529

Center: Thomas Brazil  
County 911 Coordinator  
[tbrazil@columbiacountyfla.com](mailto:tbrazil@columbiacountyfla.com)  
263 NW Lake City Avenue  
Lake City, Florida 32055

Sheriff: The Honorable Mark Hunter  
Columbia County Sheriff  
[mark.hunter@columbiasheriff.org](mailto:mark.hunter@columbiasheriff.org)  
4917 East Highway 90  
Lake City, Florida 32055

LCPD: Gerald Butler  
Chief of Police  
[ButlerG@lcfla.com](mailto:ButlerG@lcfla.com)  
225 NW Main Boulevard  
Lake City, FL 32055

CCFD: Jeff Crawford  
Fire Chief  
[jeff\\_crawford@columbiacountyfla.com](mailto:jeff_crawford@columbiacountyfla.com)  
370 SE Race Track Lane  
Lake City, FL 32025

FINAL DRAFT as of September 21, 2023



LCFD: Joshua Wehinger  
Fire Chief  
[WehingerJ@lcfla.com](mailto:WehingerJ@lcfla.com)  
225 NW Main Boulevard  
Lake City, FL 32055

**SECTION 13: THIRD PARTY BENEFICIARIES**

This agreement does not create any relationship with, or any rights in favor of, any third party.

**SECTION 14. ASSIGNMENT OF INTEREST.**

No party shall assign or transfer any interest in this agreement without prior written consent of the other parties.

**SECTION 15: SEVERABILITY.**

If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

**SECTION 16: PREVIOUS AGREEMENTS INCORPORATED.**

This Agreement shall, upon being recorded, control as to conflicting provisions of prior agreements other than the MCA between the parties for a cooperative dispatch center. Any prior agreements not in conflict with this Agreement shall continue to have force and effect.

**SECTION 17: RECORDING OF AGREEMENT.**

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida.


**IN WITNESS WHEREOF**, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth therein.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed for the uses and purposes set forth therein.


**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By:   
ROCKY FORD, Chairman

**APPROVED AS TO FORM:**

  
Joel F. Foreman  
County Attorney

**ATTEST:**

  
James M. Swisher, Jr.  
Clerk of the Court

**INTERLOCAL AGREEMENT BETWEEN**  
**COLUMBIA COUNTY, FLORIDA,**  
**THE SHERIFF OF COLUMBIA COUNTY, FLORIDA,**  
**THE COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT,**  
**THE CITY OF LAKE CITY, FLORIDA,**  
**THE LAKE CITY POLICE DEPARTMENT, and**  
**THE LAKE CITY FIRE DEPARTMENT**  
**FOR A COMBINED COMMUNICATIONS 911 CENTER**

**THIS INTERLOCAL AGREEMENT** made and entered into by and between **COLUMBIA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County"; **OFFICE OF THE SHERIFF OF COLUMBIA COUNTY, FLORIDA**, a constitutional officer of Columbia County, Florida, hereinafter referred to as the "Sheriff's Office"; the **COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT**, by and through the Board of County Commissioners, hereinafter referred to as "CCFR"; the **CITY OF LAKE CITY, FLORIDA**, a Florida municipal corporation by and through its City Council, hereinafter referred to as the "City"; the **LAKE CITY POLICE DEPARTMENT**, by and through its Chief, hereinafter referred to as "LCPD" and the **LAKE CITY FIRE DEPARTMENT**, by and through its Chief, hereinafter referred to as "LCFD".

**WITNESSETH:**

**WHEREAS**, the parties wish to memorialize an agreement to utilize and share resources in order to provide a cooperative dispatch center for the parties' respective 9-1-1 Communication Services, the purpose of which was to effectively coordinate public safety communications;

**WHEREAS**, to promote the health, safety and general welfare of the citizens throughout Columbia County, the parties wish to improve efficiency and technical capabilities of emergency call taking and County and City law enforcement, fire, and emergency medical services radio dispatch and communications within Columbia County at a reasonable cost to the general public;

**WHEREAS**, the parties wish to set forth the terms and conditions for the operation of such a combined center by this interlocal agreement between the parties; and

**WHEREAS**, the parties are acting pursuant to their authority contained in their respective charters, general law, and Section 163.01, Florida Statutes.

**NOW, THEREFORE**, for and in consideration of the mutual benefits to flow to each other, the parties agree as follows:

**SECTION 1: COMBINED COMMUNICATIONS CENTER**

The parties agree to maintain a Combined Communications Center, hereinafter referred to as the "Center." The purpose of the Center shall be to effectively receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety and emergency services radio communications. Public safety for the purpose of this agreement shall be interpreted to include receiving and dispatching emergency and non-emergency calls for service for first responders and the partner agencies.

FINAL DRAFT as of September 21, 2023

**MEMORANDUM**

**To:** Board Agenda, October 5, 2023

**From:** Joel F. Foreman

**Re:** For approval: Interlocal Agreement Between Columbia County, Florida, The Sheriff of Columbia County, Florida, The Columbia County Fire/Rescue Department, The City of Lake City, Florida, The Lake City Police Department, and The Lake City Fire Department for a Combined Communications 911 Center

**Date:** September 29, 2023

Attached for consideration and approval is a proposed Interlocal Agreement among the County, the Sheriff, the County Fire/Rescue Department, the City of Lake City, the Lake City Police Department, and the Lake City Fire Department that will provide for combining the 911 and dispatch operations for all agencies.

This agreement has been extensively vetted by each of the agencies, counsel for the City, county staff, and this office. It is recommended that the Board of County Commissioners approve entry into the Interlocal Agreement. It is anticipated that all other agencies will do the same or will have done the same as of the October 5, 2023 Board meeting.

**Recommended motion:** To approve the Combined Communications Center Interlocal Agreement as presented.

resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** This resolution shall become effective immediately upon passage and adoption.

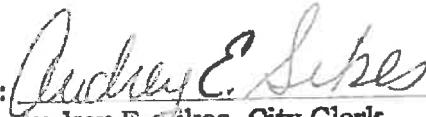
**PASSED AND ADOPTED** at a meeting of the City Council this 6<sup>th</sup> day of November 2023.


**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By:   
Audrey E. Sikes, City Clerk

By:   
Thomas J. Kennon, III,  
City Attorney

**File Attachments for Item:**

13. Authorize the transfer of funds from the Police Department Vehicle Fuel / Car Wash (.52 Account) to purchase four additional patrol units and a K9 unit (Units which are at the end of lease and are to be turned in to Enterprise Leasing). Four Patrol Units are for additional officers and the K9 unit will be used as a spare K9 unit.

<b>MEETING DATE</b>
7-1-24

# CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT: Fund and Personnel Reallocations with County taking over City Public Safety Dispatch**  
**DEPT / OFFICE: Lake City Police Department**

<b>Originator:</b> Chief Gerald Butler <i>GP</i>		
<b>City Manager</b> D. Johnson, Interim City Manager	<b>Department Director</b> Chief Gerald Butler	<b>Date</b> 5-13-24

**Recommended Action:**  
 Authorize the transfer of funds, equipment purchases and personnel positions and reclassifications from existing Police Dept line items in current budget as a result of Columbia County Combined Dispatch Center taking over Dispatch responsibility from City.

**Summary Explanation & Background:**  
 With the move of the City Communications Center to the County per City Council resolution 2023-126. It is requested the City Council Modify Police Department Position Schedule to reflect the reallocation of the remaining nine (9) Communication Officer Positions to four (4) additional Police Officer Positions. This adjustment would bring the total of Police Officers in the Position Schedule to thirty-one. Total Staffing for the Police Department will be sixty-two (62) personnel from current sixty-seven (67) Personnel approved in 2024 Budget. (see attachment).  
 Reclassify Job Description for Communication Supervisor to Accreditation Manager. This position will maintain the same pay grade (Pay Grade 8). Also request City Council approve the new Accreditation Manager Job Description to replace current Communication Supervisor job Description.  
 Authorize the transfer of funds from the Police Department Personnel Services Account to appropriate Police Dept. Account to fund annual payment to County (PD Share) for County Dispatch Services per City Council resolution 2023-126. This amount will be pro-rated based on date the County physically takes over the dispatch duties and the City Dispatchers from the City become County Employees. This amount is a split with City Fire Department based on City Council Resolution 2023-126.  
 Authorize the transfer of funds from current budget, based on the recommendation of the Finance Director, for the payment of \$10,000 to AK Associates for the "AK Elite Maintenance Annual Support". County will assume future payments to AK Associates once County takes over City PSAP responsibilities. (See Attachment "AK Associates AK Elite Maintenance Quote"). *see Resolution 2024-060*  
 Approve five-year lease of five additional Watch Guard in car cameras with Motorola Solutions and the Transfer funds from Personnel Services for year one of the five-year lease in the amount of \$19,357. *see Resolution 2024-061*  
 Authorize the transfer of funds from the Department Vehicle Fuel / Car Wash (.5)

Account) to purchase four additional Patrol Units and a K9 unit (Units which are at end of lease and are to be turned in to Enterprise Leasing). Four Patrol Units are for additional officers and the K9 unit will be used as a spare K9 unit.

Also use funds to purchase one additional patrol unit to replace the unit which was totaled and not replaced. For a total of \$2,603.42

**Alternatives:**

NA

**Source of Funds:**

Existing Police Budget

**Financial Impact:**

None/Fund Transfers within Existing Police Budget

**Exhibits Attached:**

City Council Resolution 2023-126

Police Position Schedule (Revised)

Accreditation Manager General Description

AK Associates "AK Elite Maintenance" Quote

Motorola Solutions Watch Guard Camera Five-year Lease Quote

Cost to Purchase Leased Vehicles

**File Attachments for Item:**

14. Authorize use of funds for the Police Department to purchase one additional patrol unit to replace the unit which was totaled and not replaced for a total cost of \$2,603.42.



<b>MEETING DATE</b>
7-1-24

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT: Fund and Personnel Reallocations with County taking over City Public Safety Dispatch**  
**DEPT / OFFICE: Lake City Police Department**

<b>Originator:</b> Chief Gerald Butler <i>gwb</i>		
<b>City Manager</b> D. Johnson, Interim City Manager	<b>Department Director</b> Chief Gerald Butler	<b>Date</b> 5-13-24
<b>Recommended Action:</b> Authorize the transfer of funds, equipment purchases and personnel positions and reclassifications from existing Police Dept line items in current budget as a result of Columbia County Combined Dispatch Center taking over Dispatch responsibility from City.		
<b>Summary Explanation &amp; Background:</b> <p>With the move of the City Communications Center to the County per City Council resolution 2023-126. It is requested the City Council Modify Police Department Position Schedule to reflect the reallocation of the remaining nine (9) Communication Officer Positions to four (4) additional Police Officer Positions. This adjustment would bring the total of Police Officers in the Position Schedule to thirty-one. Total Staffing for the Police Department will be sixty-two (62) personnel from current sixty-seven (67) Personnel approved in 2024 Budget. (see attachment).</p> <p>Reclassify Job Description for Communication Supervisor to Accreditation Manager. This position will maintain the same pay grade (Pay Grade 8). Also request City Council approve the new Accreditation Manager Job Description to replace current Communication Supervisor job Description.</p> <p>Authorize the transfer of funds from the Police Department Personnel Services Account to appropriate Police Dept. Account to fund annual payment to County (PD Share) for County Dispatch Services per City Council resolution 2023-126. This amount will be pro-rated based on date the County physically takes over the dispatch duties and the City Dispatchers from the City become County Employees. This amount is a split with City Fire Department based on City Council Resolution 2023-126.</p> <p>Authorize the transfer of funds from current budget, based on the recommendation of the Finance Director, for the payment of \$10,000 to AK Associates for the "AK Elite Maintenance Annual Support". County will assume future payments to AK Associates once County takes over City PSAP responsibilities. (See Attachment "AK Associates AK Elite Maintenance Quote"). <i>see Resolution 2024-060</i></p> <p>Approve five-year lease of five additional Watch Guard in car cameras with Motorola Solutions and the Transfer funds from Personnel Services for year one of the five-year lease in the amount of \$19,357. <i>see Resolution 2024-061</i></p> <p>Authorize the transfer of funds from the Department Vehicle Fuel / Car Wash (.5</p>		

Account) to purchase four additional Patrol Units and a K9 unit (Units which are at end of lease and are to be turned in to Enterprise Leasing). Four Patrol Units are for additional officers and the K9 unit will be used as a spare K9 unit.

Also use funds to purchase one additional patrol unit to replace the unit which was totaled and not replaced. For a total of \$2,603.42

**Alternatives:**

NA

**Source of Funds:**

Existing Police Budget

**Financial Impact:**

None/Fund Transfers within Existing Police Budget

**Exhibits Attached:**

City Council Resolution 2023-126

Police Position Schedule (Revised)

Accreditation Manager General Description

AK Associates "AK Elite Maintenance" Quote

Motorola Solutions Watch Guard Camera Five-year Lease Quote

Cost to Purchase Leased Vehicles

**File Attachments for Item:**

15. Presentation of Certificate of Completion of the Institute for Elected Municipal Officials to Council Member James Carter (Mayor Stephen Witt)

# IEMO

 **FLC UNIVERSITY**

## Certificate of Completion

June 7-8, 2024 • Palm Beach Gardens, FL

*Presented to*

**James Carter**

**Councilmember**

*City of Lake City*

**File Attachments for Item:**

16. Brendan McKitrick, CPA with James Moore - Annual Audit for the Year Ended September 30, 2023

# City of Lake City, Florida

**Annual Audit for the Year Ended  
September 30, 2023**

**Presented by:  
Brendan McKitrick, CPA**



888-387-6851

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# Independent Auditors' Reports

- **Audit Report** (pages 1-3)
  - Unmodified Opinion
- **Single Audit Report** (pages 85-87)
  - Federal and State Single Audits
  - No issues of noncompliance
- **Internal Control and Compliance Report** (pages 88-89)
  - No internal control or compliance matters reported
- **Chapter 10.550 Auditor General Report** (pages 90-92)
  - 2023-001 Budgetary Compliance
- **Independent Accountants' Examination Report** (page 93)
  - In compliance with specified investment statutes



# General Fund (Page 18)

<u>Fund Balance</u>	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>
Nonspendable	\$ 8,202	\$ 28,758	\$ 36,061	\$ 30,277	\$ 23,339
Restricted	-0-	-0-	-0-	-0-	-0-
Committed	-0-	-0-	-0-	-0-	-0-
Assigned	7,209,027	10,298,722	-0-	-0-	-0-
Unassigned	<u>20,717,977</u>	<u>15,875,907</u>	<u>18,312,234</u>	<u>14,511,105</u>	<u>12,349,309</u>
Total	<u>\$ 27,935,206</u>	<u>\$ 26,203,387</u>	<u>\$ 18,348,295</u>	<u>\$ 14,541,382</u>	<u>\$ 12,372,648</u>



# General Fund (continued)

Total Assigned/Unassigned Fund Balance	\$ 27,935,206
2023 Expenditures and Transfers Out	\$ 16,867,713
Percentage Assigned/Unassigned Fund Balance as percentage of Expenditures and Transfers out:	165.61%
Prior Year Percentage	127.3%
GFOA Minimum Rec. = 2 Months	At least 16.7%

## Unrestricted Net Position in Proprietary Funds:

Fund	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019
Wastewater	\$ 11,569,275	\$ 9,702,666	\$ 7,940,463	\$ 5,991,353	\$ 5,398,437
Natural Gas	2,426,935	1,991,963	1,712,933	1,029,751	893,314

# Other Highlights

- **Other Governmental Fund Activity**
  - Fire Department Fund: \$14,576 assigned fund balance
  - Airport Capital Projects: \$(225,321) fund deficit
  - CRA: \$270,667 restricted fund balance
    - Separate CRA audit issued in FY23 – no findings
- **ARPA**
  - \$6,186,544 award recognized in FY23
  - Unspent \$5,033,215 included in general fund assigned fund balance
- **GASB 87 - Leases**
  - \$6.6m “Lease Receivable” recorded in airport fund
  - Almost entirely offset by related Deferred Inflow balance

# Pension Funds

- Net Pension Liability – recorded in financial statements
  - Governmental Activities: \$8.4 million net pension liability and \$625K net pension asset
  - Proprietary Funds: \$3.2 million allocation of net pension liability (general plan)
- Net pension liability (asset) history – amounts and % funded:

Year	General	Police	Fire
2023	\$ 2,167,371	\$ (625,144)	\$ 1,814,653
2022	\$ 3,021,604	\$ (237,720)	\$ 1,714,599
2021	(3,547,782)	(4,429,614)	(1,305,811)
2020	515,582	(2,874,477)	518,996
2019	2,300,655	(1,464,617)	344,704

Year	General	Police	Fire
2023	90.70%	103.54%	85.33%
2022	87.04%	101.46%	85.48%
2021	115.61%	127.41%	111.45%
2020	97.75%	118.99%	95.34%
2019	90.42%	109.64%	96.77%

# QUESTIONS

**CITY OF LAKE CITY, FLORIDA**  
**FINANCIAL STATEMENTS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**



**MAYOR AND CITY COUNCIL**  
*As of Financial Statement Date*

**Stephen Witt**  
Mayor

**Jake Hill**  
Councilmember

**James Carter**  
Councilmember

**Chevella Young**  
Councilmember

**Ricky Jernigan**  
Councilmember

**APPOINTED OFFICIALS**

**City Manager**  
Demetrius Johnson

**Finance Director**  
Angela Moore

**City Attorney**  
Clay Martin

**City Clerk**  
Audrey Sikes

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## INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Council, and City Manager,  
City of Lake City, Florida:

### **Report on the Financial Statements**

#### ***Opinions***

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lake City, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General, Fire Department, and the Community Redevelopment Agency funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

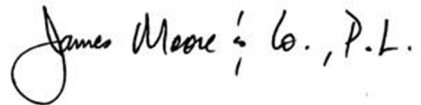
### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund financial statements, schedule of net revenues and debt service coverage, and schedule of expenditures of federal awards and state financial assistance as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Florida Auditor General, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements, schedule of net revenues and debt service coverage, and schedule of expenditures of federal awards and state financial assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 25, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Gainesville, Florida  
June 25, 2024

## MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Lake City, Florida (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. Management's discussion and analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the City's financial activity, (c) identify changes in the City's financial position, (d) identify any material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the City's financial statements.

### Financial Highlights

- Assets of the City exceeded its liabilities at the close of the most recent fiscal year by \$125,526,993. Of this amount, \$36,122,445 (unrestricted net assets) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$4,561,409. Government activities generated an increase of \$1,491,650 while the business-type activities increased by \$2,828,644.
- As of the close of the fiscal year, the City's governmental funds reported combined ending fund balances of \$30,994,054. Of this total amount \$20,247,564 is available for spending at the City's discretion (unassigned fund balance).

### Overview of the Financial Statements

This management's discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

### Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business, in that all governmental and business-type activities are consolidated into columns which add up to a total for the primary government.

The *statement of net assets* presents information on all of the City's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, highway and streets, airport, physical environment, economic environment, culture and recreation, and health and welfare. Property taxes, utility service taxes, gas taxes, and sales taxes, along with the City's charges for services and interfund charges, finance the majority of these services. The business-type activities include natural gas, and water and wastewater, where the fees for service typically cover all or most of the cost of operation including depreciation.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: *governmental funds*, *proprietary funds*, and *fiduciary funds*.

### **Governmental Funds**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term* inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's *near-term* financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's *near-term* financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains eleven individual governmental funds. Information is presented in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Fire Department, Airport Capital Projects, Sales Tax Bond and the Community Redevelopment Agency Fund, which are considered to be major funds. Data included in the other governmental funds consists of governmental funds that are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements on page 77 and 78 of this report.

The City adopts an annual appropriated budget for its governmental funds. A budgetary comparison statement has been provided for the major governmental funds to demonstrate compliance with this budget.

### **Proprietary Funds**

The City maintains one type of proprietary fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City maintains two enterprise funds to account for the following operations: natural gas distribution, and the water and wastewater utilities. The City has no internal service funds.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the natural gas and water and wastewater utility fund, which are considered to be major funds of the City.

### **Fiduciary Funds**

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The City utilizes fiduciary funds to account for its employees' retirement plans.

MANAGEMENT'S DISCUSSION AND ANALYSIS  
(continued)

**Notes to the Financial Statements**

The notes provide additional information which is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Other Information**

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension and other postemployment benefits to its employees.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information.

**Government-Wide Financial Analysis**

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$125,526,993 at the close of the most recent fiscal year.

**City of Lake City's Net Position**

The largest portion of the City's net assets or \$82,080,724 reflects its investment in capital assets (i.e., land, utility plant and improvements, equipment, buildings, improvements, machinery and equipment, and infrastructure). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. An additional portion of the City's net assets, \$7,323,824 represents resources that are subject to external restrictions on how they may be used (restricted net assets).

The unrestricted net asset balance of \$36,122,445 is intended to be a corporate-style measurement of the City's current financial standing and may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net assets, both for the government as a whole, as well as for its separate governmental and business-type activities.

MANAGEMENT'S DISCUSSION AND ANALYSIS  
(continued)

**City of Lake City Changes in Net Position**

	Governmental Activities		Business-Type Activities		Total Primary Government	
	FY 2023	FY 2022	FY 2023	FY 2022	FY 2023	FY 2022
Current and Other Assets	\$ 39,410,950	\$ 33,698,651	\$ 25,726,413	\$ 23,503,951	\$ 65,137,363	\$ 57,202,602
Capital Assets	53,380,641	50,393,693	69,977,784	70,876,653	123,358,425	121,270,346
Total Assets	92,791,591	84,092,344	95,704,197	94,380,604	188,495,788	178,472,948
Deferred Outflow of Resources	7,875,180	11,082,034	2,220,758	2,820,549	10,095,938	13,902,583
Current Liabilities	3,223,161	3,795,570	6,192,708	6,030,063	9,415,869	9,825,633
Long-term liabilities	19,628,877	20,254,587	33,820,896	36,209,532	53,449,773	56,464,119
Total liabilities	22,852,038	24,050,157	40,013,604	42,239,595	62,865,642	66,289,752
Deferred Inflows of Resources	9,240,960	4,283,213	958,131	836,982	10,199,091	5,120,195
Net Position						
Net Investment in Capital Assets	42,751,535	40,078,047	39,329,189	39,112,243	82,080,724	79,190,290
Restricted	3,696,003	3,526,832	3,627,821	3,317,704	7,323,824	6,844,536
Unrestricted	22,126,235	23,236,129	13,996,210	11,694,629	36,122,445	34,930,758
Total net position	\$ 68,573,773	\$ 66,841,008	\$ 56,953,220	\$ 54,124,576	\$ 125,526,993	\$ 120,965,584

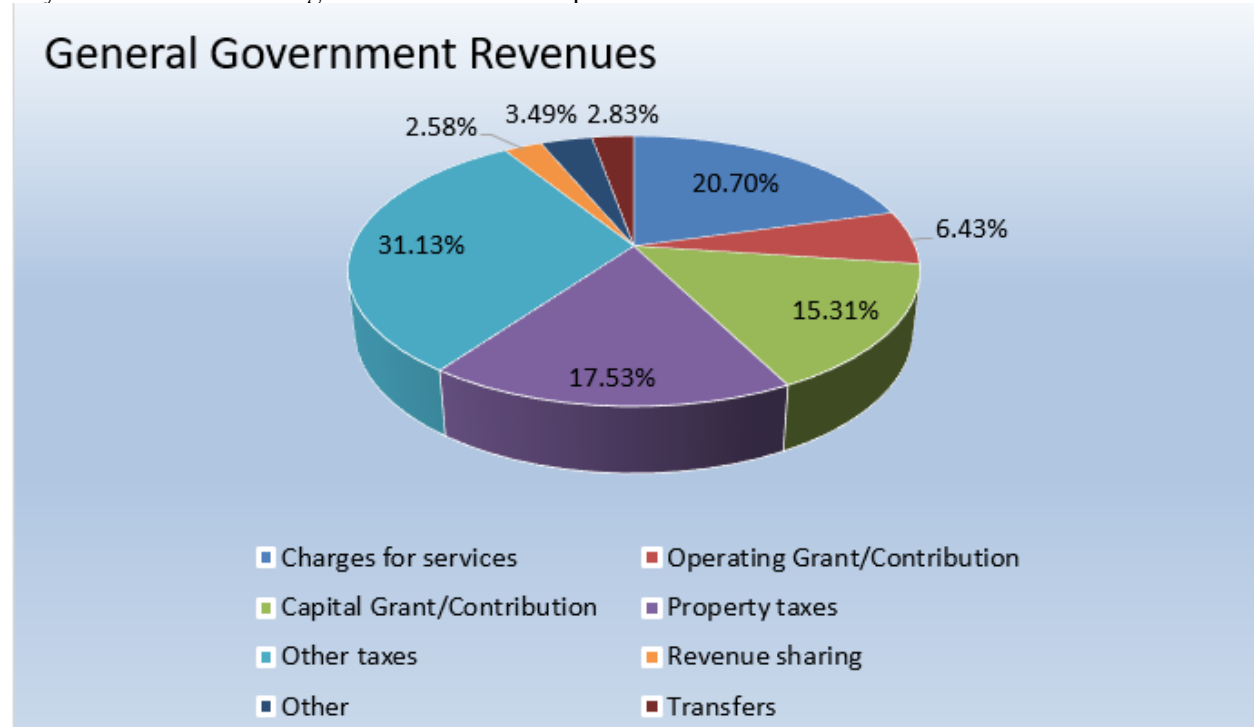
	Governmental Activities		Business-Type Activities		Total Primary Government	
	FY 23	FY 22	FY 23	FY 22	FY 23	FY 22
<b>REVENUES</b>						
Program Revenues:						
Charges for services	\$ 5,320,798	\$ 4,956,879	\$ 22,961,791	\$ 21,650,744	\$ 28,282,589	26,607,623
Operating grants and contributions	1,652,738	7,862,554	526,646	979,469	2,179,384	8,842,023
Capital grant and contributions	3,936,560	566,157	312,351	2,919,556	4,248,911	3,485,713
Property taxes	4,505,596	4,082,712			4,505,596	4,082,712
Sales taxes	3,731,327	3,710,047			3,731,327	3,710,047
Casualty and fire insurance premium taxes	165,145	141,291			165,145	141,291
Public service taxes	1,610,087	1,471,390			1,610,087	1,471,390
Other taxes	747,456	680,653			747,456	680,653
Franchise taxes	1,746,850	1,608,319			1,746,850	1,608,319
State revenue sharing	663,727	630,465			663,727	630,465
Other governmental revenues	221,101	675,625			221,101	675,625
Investment earnings	567,293	(7,807)	82,385	30,071	649,678	22,264
Miscellaneous revenues	108,053	143,057	274,836	63,404	382,889	206,461
Loss on disposal of capital assets			8,925	8,000	8,925	8,000
Total Revenues and transfers	24,976,731	26,521,342	24,166,934	25,651,244	49,143,665	52,172,586
<b>EXPENSES</b>						
General Government	4,700,006	3,223,240			4,700,006	3,223,240
Public Safety	10,558,072	8,845,272			10,558,072	8,845,272
Highway and Streets	3,901,511	3,547,709			3,901,511	3,547,709
Airport	3,526,179	3,376,237			3,526,179	3,376,237
Health and Welfare	326,630	521,458			326,630	521,458
Economic Environment	55,627	250,372			55,627	250,372
Physical Environment	540,282	516,343			540,282	516,343
Culture and Recreation	46,916	49,919			46,916	49,919
Interest on Long Term Debt	317,414	320,902			317,414	320,902
Water and Sewer Utility			15,503,157	14,006,311	15,503,157	14,006,311
Natural Gas Utility			5,106,462	5,112,073	5,106,462	5,112,073
Total Expenses	23,972,637	20,651,452	20,609,619	19,118,384	44,582,256	39,769,836
Increase (Decrease) in net assets before transfers	1,004,094	5,869,889	3,557,315	6,532,860	4,561,409	12,402,749
Transfers	728,671	910,000	(728,671)	(910,000)	-	-
Increase (Decrease) in net assets	1,732,765	6,779,889	2,828,644	5,622,860	4,561,409	12,402,749
Net Assets -						
Net position - beginning	66,841,008	60,061,119	54,124,576	48,501,716	120,965,584	108,562,835
Net Position - Ending	\$ 68,573,773	\$ 66,841,008	\$ 56,953,220	\$ 54,124,576	\$ 125,526,993	\$ 120,965,584

MANAGEMENT’S DISCUSSION AND ANALYSIS  
(continued)

**Governmental Activities**

Governmental activities before transfers decreased the City’s net assets \$5,047,124. Revenues for the City’s governmental activities decreased \$1,544,611 and total expenses increased \$3,321,185 for 2023.

Key elements of the changes in revenues and expenses include:



**Revenue:**

- Charges for services overall in 2023 were up \$363,919. This was mainly due to an increase in gas sales at the airport, which occurred as the cost of purchased gas rose again and sales prices were adjusted to cover the increased cost. Additionally, the revenue from the Blanche Hotel increased by \$70,108 as more businesses rented space.
- Operating grants decreased in 2023 by \$6,209,816. The drastic difference is because the City received \$6,186,544 in American Rescue Plan Act funds in FY 2022. The ARPA funds are a one time grant that was awarded to state and local governments.
- Capital grants increased \$3,370,403 in FY 2023. At the Lake City Gateway Airport, the design and rehabilitation of runway 5-23 was complete for which the City received \$1,015,178 in grant funding from the FDOT. The airport also received grants from the FAA and FDOT for the rehabilitation and realignment Taxiway C in the amount of \$2,156,137.
- Ad valorem increased in the amount of \$422,884 in the General & CRA Funds as the City continues to maintain its ad valorem rate of 4.9 mils.
- Other taxes, which include utility, sales tax, revenue sharing and discretionary sales tax, increased \$66,803 during the year. Sales taxes were up \$21,280 and Franchise & utility taxes also increased \$138,531.
- State shared revenues, which includes the 1% discretionary sales tax, was up \$33,262 for the year.

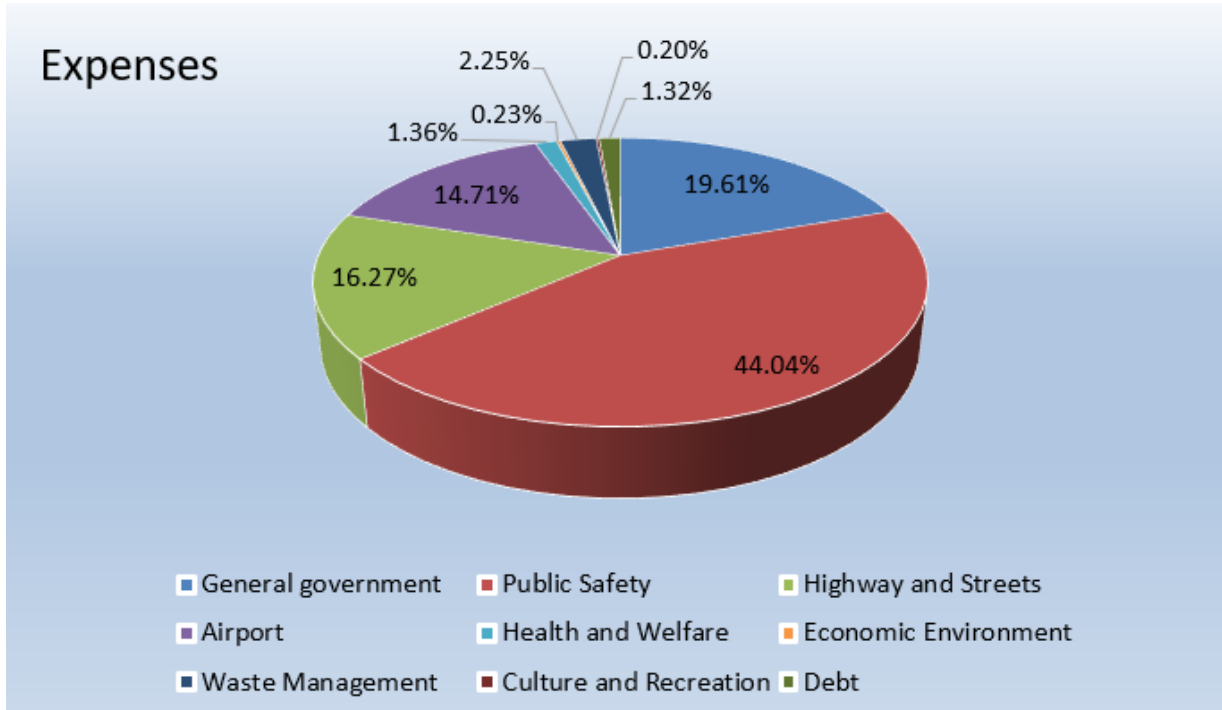


MANAGEMENT'S DISCUSSION AND ANALYSIS  
(continued)

- Investment earnings on accounts increased \$575,100 as market rates have continued to steadily increase.

**Expenses:**

- Governmental spending overall increased \$3,321,185 from 2022. The breakdown of changes is outlined below.



- General government expenditures increased \$1,476,766. In General Building, the City-Wide and City-Park Camera System was continued totaling \$372,823 Public Works upgraded their fleet with the addition of a new street sweeper at a cost of \$309,159, a new Mack Dump Truck at a cost of \$329,201 and a Mower Max at a cost of \$227,776. Repairs were made to Memorial Stadium at a cost of \$66,525 and the IT Dept. purchased a new VX Rail System at a cost of \$159,034.
- Public Safety expenditures increased \$1,712,800 due to the police and fire unions negotiating higher wages in a continued effort to combat the staffing shortages, along with the completion of the new fire station.
- Highway and Street costs increased \$353,802, again mostly related to the increase in cost of supplies and fuel.
- Airport net expenditures increased \$149,942. Operating expenses remained consistent with the previous year except for the increase in Jet-A and Av Gas prices, which were covered by sales.

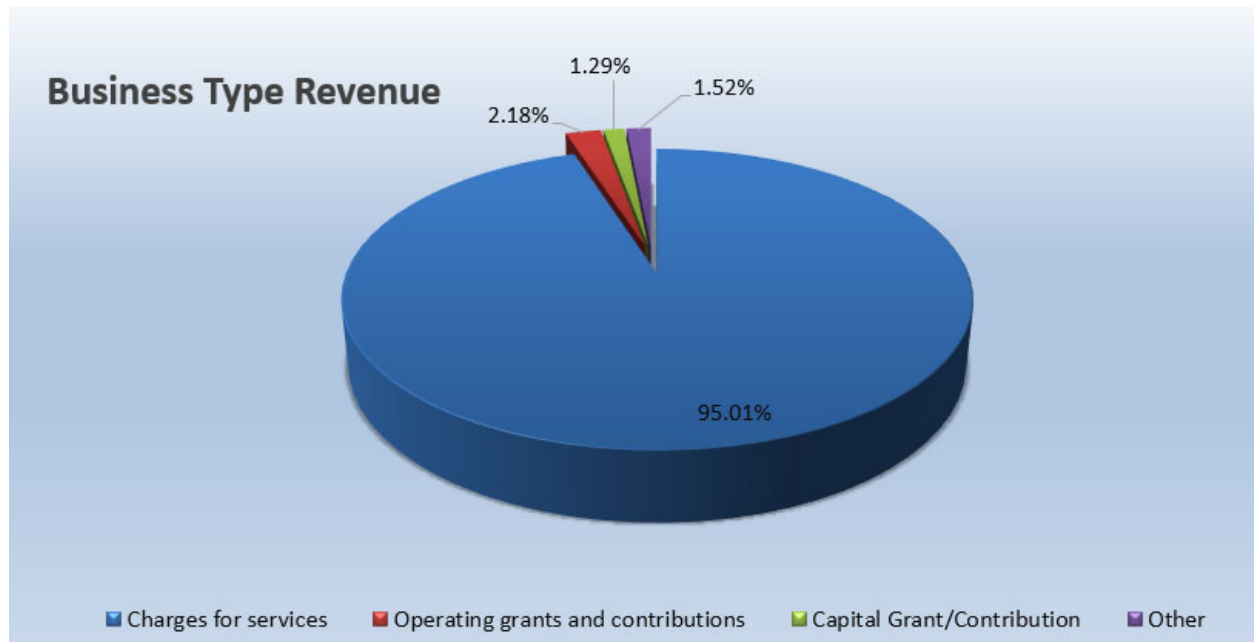
MANAGEMENT’S DISCUSSION AND ANALYSIS  
(continued)

**Business-type Activities**

Business-type activities before transfers decreased the City’s net assets by \$2,975,545 for fiscal year 2023. Revenues for the City’s business-type activities decreased \$1,484,310 while total expenses increased \$1,491,235 for fiscal year 2023. Elements of the changes in revenues and expenses include:

**Revenue:**

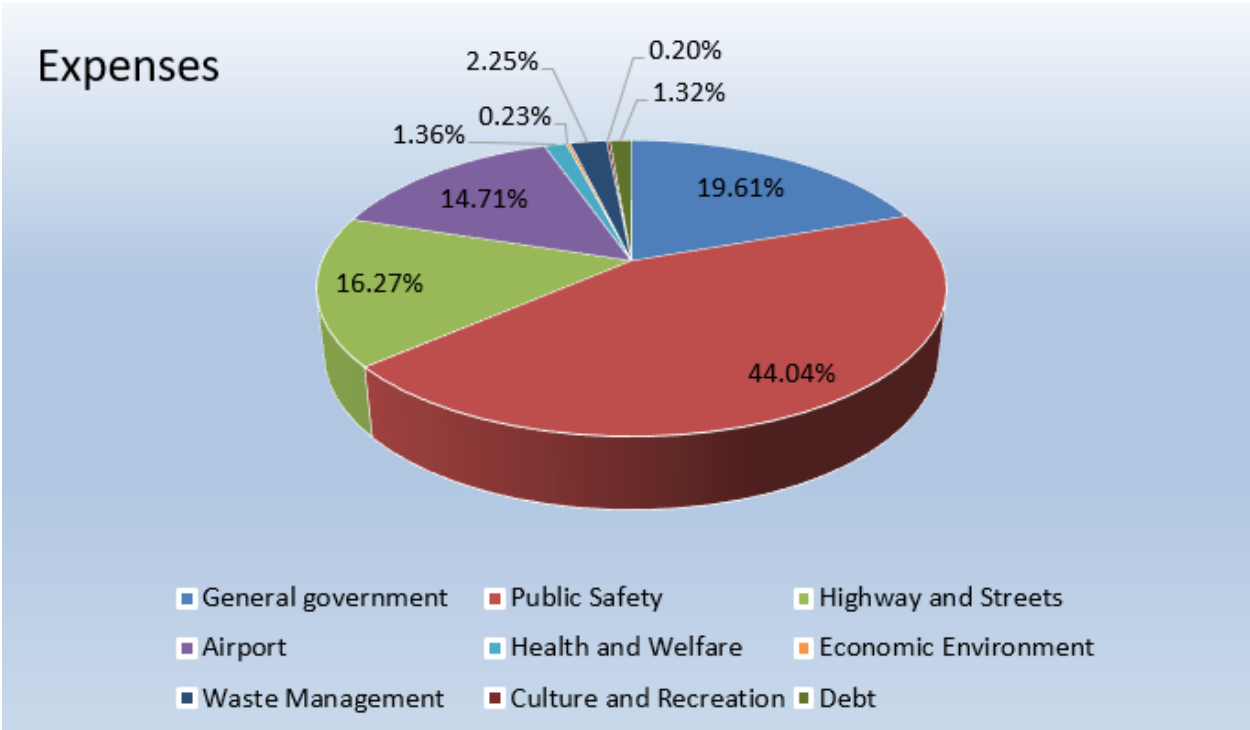
- Charges for services increased \$1,311,047 from the previous year. Gas consumption only increased to 4,640,628 therms sold in fiscal year 2023 from 4,635,423 therms in the prior year as the City did not have any substantial growth in gas services. Water & Sewer charges increased 8.52% from the prior year’s increase of 5.37% per the Consumer Price Index. The 3.15% increase in the CPI from the prior year helped generate an increase of \$1,348,624 in water and sewer revenues.
- Capital grants decreased \$2,607,205 during FY 2023. The first initial grant in the amount of \$2,697,456, awarded previously from the Department of Environmental Protection to design and construct sewer lines to SR 47 and I-75 interchange, was completed in fiscal year 2022, resulting in the decrease in capital grants.
- During 2023, other non-operating revenues increased \$211,432 and of that \$154,939 was due to the return and sales of enterprise fleet vehicles during the year.



MANAGEMENT’S DISCUSSION AND ANALYSIS  
(continued)

**Expenses:**

- Water and sewer costs increased overall \$1,496,846 during the year. Personnel services increased \$463,137 from 2022 due to the 6% cost of living adjustment that council approved in the budget. The operating expense for the water and sewer departments rose \$811,218 from the past year. This increase was a direct result of two water main line breaks, which necessitated significant repairs to several roads.
- Natural gas contract services and materials decreased \$5,611 as gas prices stabilized. The City sold 4,640,628 therms of gas in 2023 compared to 4,635,423 therms in 2022 at a lower cost per therm than the previous year due to increased purchased gas costs.
- Overall, business-type activities did not have any major increases in infrastructure; as water and sewer continued with ongoing projects such as the I-75 / SR 47 Septic to Sewer and the upgrades to Saint Margarets Wastewater Treatment Plant.



MANAGEMENT’S DISCUSSION AND ANALYSIS  
(continued)

**The City’s Funds**

As the City completed the year, its governmental funds reported a combined fund balance of \$30,994,054, which is a 2.03% percent increase over the previous year. Approximately 27.57% percent or \$20,247,564 of the fund balance constitutes an unassigned fund balance, which is available for spending at the government’s discretion. Non-spendable fund balance of .4% is comprised of:

❖ Inventory	\$ 130,622
❖ Prepaids	\$ 3,565

**Business-type Funds**

The City’s proprietary fund financial statements provide the same type of information found in the government-wide financial statements, but in more detail. Factors concerning the finances of these funds have been addressed in the discussion of the City’s business-type activities.

**Budgetary Highlights – Governmental Activities**

For fiscal year 2023, the City adopted a balanced budget in the General Fund. The General Fund had an original budget of \$27,266,800; the final amended budget was \$27,266,800.

The following is a brief overview of the budgeting changes of \$378,500 from the original budget to the final budget.

**Governmental Funds**

- The City entered into an agreement with Columbia County to provide funding for the County’s Senior Home Repair Program for a 3<sup>rd</sup> payment in the amount of \$250,000.
- There were minor adjustments to cover some operating expenses that exceeded the original budget.
- There were also unanticipated grants awarded to the Police Department and the Airport in the middle of the fiscal year. These grants were not budgeted for, however the grant revenues offset the expenditures.

**Business-Type Funds**

- In the Water Sewer Fund, an adjustment was made to cover the costs of the new online payment solution for utility billing in the amount of \$33,700. There was also an adjustment to purchase the isolation transfer that was ordered and budgeted in fiscal year 2022, but did not arrive until fiscal year 2023.
- In the Natural Gas Fund, there was an adjustment made to other current charges in the amount of \$217,000. This is due to the increase cost of natural gas from our supplier that was more that what was budgeted for the year.

**Capital Assets and Debt Administration**

**Capital Assets**

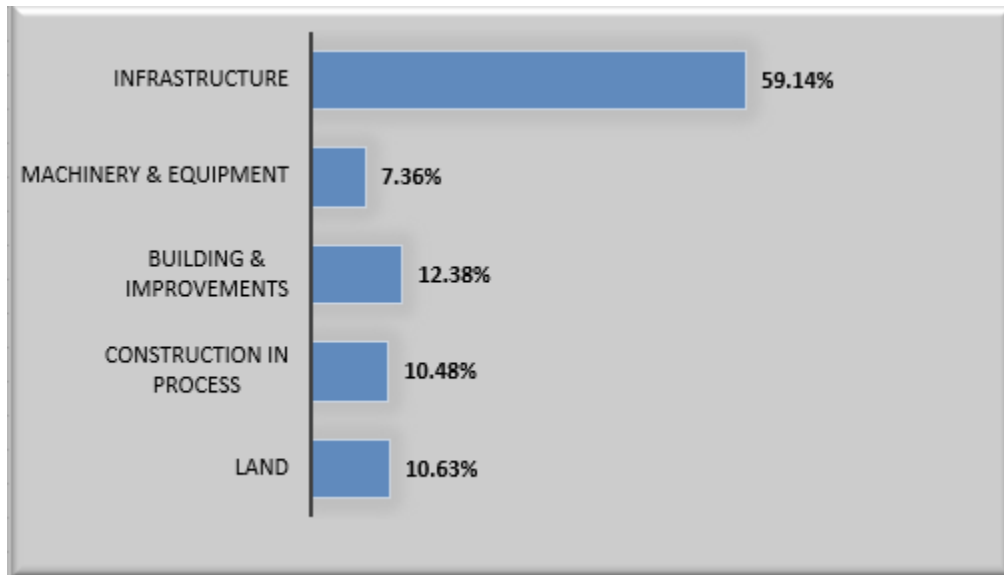
At the end of fiscal year 2023, the City had \$123,358,425 invested in a broad range of capital assets. This amount represents a net increase of \$2,088,079 over last year.

MANAGEMENT'S DISCUSSION AND ANALYSIS  
(continued)

Capital Assets at Year End  
(Net of Depreciation)

	Governmental Activities		Business-Type Activities		Totals	
	FY 2023	FY 2022	FY 2023	FY 2022	FY 2023	FY 2022
Land	\$ 7,883,051	\$ 7,805,259	\$ 5,234,282	\$ 5,234,282	\$ 13,117,333	\$ 13,039,541
Construction in Process	3,657,775	3,252,388	9,271,428	7,795,849	12,929,203	11,048,237
Building & Improvements	10,611,448	7,925,329	4,666,266	4,775,161	15,277,714	12,700,490
Machinery & equipment	3,652,376	3,157,059	5,425,697	6,165,812	9,078,073	9,322,871
Infrastructure	27,575,991	28,253,658	45,380,111	46,905,549	72,956,102	75,159,207
<b>Totals</b>	<b>\$ 53,380,641</b>	<b>\$ 50,393,693</b>	<b>\$ 69,977,784</b>	<b>\$ 70,876,653</b>	<b>\$ 123,358,425</b>	<b>\$ 121,270,346</b>

Capital Assets by Class:



Major capital asset acquisitions and reclassifications from construction in progress to infrastructure and building improvements for 2023 include:

**General Government**

Fire Station No. 2	Fire	\$ 3,165,829
Runway 5-23 Rehabilitation	Airport	\$ 1,446,113
Magnolia/Ward Property	General	\$ 77,795
Street Sweeper	Public Works	\$ 309,159

**Business-Type Activities**

Isolation Transformer	Water Sewer	\$ 40,941
Pipe & Fittings D/C Filter System	Water Sewer	\$ 110,225
Saint Margarets Office Rehabilitation	Water Sewer	\$ 110,189
Ozone Generator Refurbishment	Water Sewer	\$ 249,540

Additional information on the City's capital assets can be found in Note 6 of the notes to the financial statements.

MANAGEMENT’S DISCUSSION AND ANALYSIS  
(continued)

**Long-term Debt**

At the end of the current fiscal year, the City had total bond debt outstanding of \$43,962,530 net of unamortized premiums and discounts.

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenue bonds/leases	\$11,600,572	\$12,474,586	\$ 32,361,958	\$ 34,881,917	\$ 43,962,530	\$ 47,356,503

Additional information on the City’s long-term debt can be found in Note 8 of the notes to the financial statements.

The City considered many factors when preparing the fiscal year 2023 budgetary estimates. Some of the major considerations were local and national economic factors, which included:

- Seasonally adjusted unemployment rate for Florida in September 2023 was 3.0%, which was up from the previous year rate of 2.7%. Columbia County averaged 3.8%. The City continued experiencing difficulty hiring qualified applicants as workforce competition continues to hold steady.
- The City’s budget is generally built around historical costs, noting the trends of the market. During 2023, with an annual inflation rate increase of 3.4%, it was expected that costs would be rising and the budget was adjusted accordingly.
- Consumer prices twelve-month average increased 3.4% for all urban consumers. Food prices increased 5.8% while energy increased 6.2% in 2023.
- Property values in Florida have been steadily increasing due to the state's high population growth rate, which surpassed the national average in 2023 at 1.6%, with Florida ranking number two in the nation as fastest growing *and* largest change in population, adding 365,205 residents, per the

U.S. Census Bureau. This continued growth is impacting utility demands, infrastructure, and continues to cause housing prices to rise.

- The escalating costs of materials, coupled with supply chain challenges in procuring certain items, prompted an assessment of ongoing projects to ascertain their feasibility for completion.

**Financial Contact**

The City’s financial statements are designed to present users with a general overview of the City’s finances and to demonstrate the City’s accountability. If you have any questions concerning any of the information provided in this report or need additional financial information, contact the City’s Finance Director at City Hall located at 205 North Marion Avenue, Lake City, Florida, 32055.

## **BASIC FINANCIAL STATEMENTS**

These basic financial statements contain Government-wide Financial Statements, Fund Financial Statements and Notes to the Financial Statements.

**CITY OF LAKE CITY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2023**

	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>ASSETS</b>			
Equity in pooled cash and cash equivalents	\$ 23,189,885	\$ 15,838,491	\$ 39,028,376
Investments	4,778,898	-	4,778,898
Receivables, net	614,072	3,107,251	3,721,323
Leases receivable	6,615,029	-	6,615,029
Due from other governments	3,453,695	419,105	3,872,800
Inventories	130,662	403,977	534,639
Prepaid items	3,565	7,945	11,510
Net pension asset	625,144	-	625,144
Restricted assets:			
Equity in pooled cash	-	5,949,644	5,949,644
Capital assets:			
Capital assets, not being depreciated	11,540,826	14,505,710	26,046,536
Other capital assets, net of depreciation	41,839,815	55,472,074	97,311,889
Total assets	<u>\$ 92,791,591</u>	<u>\$ 95,704,197</u>	<u>\$ 188,495,788</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred loss on bond refunding	\$ -	\$ 83,918	\$ 83,918
Deferred outflows related to pensions	7,869,281	2,133,099	10,002,380
Deferred outflows related to OPEB	5,899	3,741	9,640
Total deferred outflows	<u>\$ 7,875,180</u>	<u>\$ 2,220,758</u>	<u>\$ 10,095,938</u>
<b>LIABILITIES</b>			
Accounts payable and accrued liabilities	\$ 1,105,563	\$ 1,124,931	\$ 2,230,494
Customer deposits	101,110	1,423,211	1,524,321
Retainage payable	246,036	-	246,036
Unearned revenue	48,630	471,755	520,385
Accrued interest payable	112,635	139,431	252,066
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	674,921	2,586,850	3,261,771
Financed purchase agreements	222,549.00	80,458	303,007
Compensated absences	711,717	366,072	1,077,789
Due in more than one year:			
Bonds and notes payable, net	9,759,131	29,526,785	39,285,916
Financed purchase agreements	943,971	167,865	1,111,836
Compensated absences	218,176	150,980	369,156
Total OPEB liability	243,589	154,486	398,075
Net pension liability	8,464,010	3,820,780	12,284,790
Total liabilities	<u>\$ 22,852,038</u>	<u>\$ 40,013,604</u>	<u>\$ 62,865,642</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred inflows related to pensions	\$ 2,925,677	\$ 942,357	\$ 3,868,034
Deferred inflows related to OPEB	24,870	15,774	40,644
Deferred inflows related to leases	6,290,413	-	6,290,413
Total deferred inflows	<u>\$ 9,240,960</u>	<u>\$ 958,131</u>	<u>\$ 10,199,091</u>
<b>NET POSITION</b>			
Net investment in capital assets	\$ 42,751,535	\$ 39,329,189	\$ 82,080,724
Restricted for:			
Public safety	128,082	-	128,082
Community redevelopment projects	270,667	-	270,667
Airport	937,257	-	937,257
Debt service	34,763	670,380	705,143
Capital improvements	-	2,957,441	2,957,441
Pension benefits	364,233	-	364,233
Unrestricted	24,087,236	13,996,210	38,083,446
Total net position	<u>\$ 68,573,773</u>	<u>\$ 56,953,220</u>	<u>\$ 125,526,993</u>

The accompanying notes to financial statements are an integral part of this statement.



**CITY OF LAKE CITY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 4,700,006	\$ 303,792	\$ 14,203	\$ -	\$ (4,382,011)	\$ -	\$ (4,382,011)
Public safety	10,558,072	2,319,003	-	107,201	(8,131,868)	-	(8,131,868)
Highway and street	3,901,511	-	1,638,535	60,740	(2,202,236)	-	(2,202,236)
Airport	3,526,179	2,091,638	-	3,768,619	2,334,078	-	2,334,078
Health and welfare	326,630	-	-	-	(326,630)	-	(326,630)
Economic environment	55,627	-	-	-	(55,627)	-	(55,627)
Physical environment	540,282	599,090	-	-	58,808	-	58,808
Culture and recreation	46,916	7,275	-	-	(39,641)	-	(39,641)
Interest on long-term debt	317,414	-	-	-	(317,414)	-	(317,414)
Total governmental activities	<u>23,972,637</u>	<u>5,320,798</u>	<u>1,652,738</u>	<u>3,936,560</u>	<u>(13,062,541)</u>	<u>-</u>	<u>(13,062,541)</u>
Business-type activities:							
Water-sewer utility	15,503,157	17,428,877	42,899	796,098	-	2,764,717	2,764,717
Natural gas	5,106,462	5,532,914	-	-	-	426,452	426,452
Total business-type activities	<u>20,609,619</u>	<u>22,961,791</u>	<u>42,899</u>	<u>796,098</u>	<u>-</u>	<u>3,191,169</u>	<u>3,191,169</u>
Total primary government	<u>\$ 44,582,256</u>	<u>\$ 28,282,589</u>	<u>\$ 1,695,637</u>	<u>\$ 4,732,658</u>	<u>(13,062,541)</u>	<u>3,191,169</u>	<u>(9,871,372)</u>
General revenues:							
Property taxes					4,505,596	-	4,505,596
Sales taxes					3,731,327	-	3,731,327
Casualty and fire insurance premium taxes					165,145	-	165,145
Public service taxes					1,610,087	-	1,610,087
Other taxes					747,456	-	747,456
Franchise and utility taxes					1,746,850	-	1,746,850
State revenue sharing					663,727	-	663,727
Other intergovernmental revenues					221,101	-	221,101
Investment earnings (loss)					567,293	82,385	649,678
Miscellaneous revenues					108,053	274,836	382,889
Gain on disposal of capital assets					-	8,925	8,925
Transfers					728,671	(728,671)	-
Total general revenues and transfers					<u>14,795,306</u>	<u>(362,525)</u>	<u>14,432,781</u>
Change in net position					1,732,765	2,828,644	4,561,409
Net position - beginning					66,841,008	54,124,576	120,965,584
Net position - ending					<u>\$ 68,573,773</u>	<u>\$ 56,953,220</u>	<u>\$ 125,526,993</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2023**

	General	Fire Department	Community Redevelopment Agency	Airport Capital Projects	Nonmajor Governmental Funds	Total Governmental Funds
<b>ASSETS</b>						
Equity in pooled cash and cash equivalents	\$ 20,058,216	\$ 152,439	\$ 262,467	\$ -	\$ 2,716,763	\$ 23,189,885
Investments	4,778,898	-	-	-	-	4,778,898
Receivables, net	605,864	-	-	7,500	708	614,072
Due from other governments	1,006,102	67,629	9,000	2,354,340	16,624	3,453,695
Leases receivable	-	-	-	-	6,615,029	6,615,029
Due from other funds	2,015,725	-	-	-	-	2,015,725
Inventories	6,629	-	-	-	124,033	130,662
Prepaid items	1,573	-	-	-	1,992	3,565
Total assets	<u>\$ 28,473,007</u>	<u>\$ 220,068</u>	<u>\$ 271,467</u>	<u>\$ 2,361,840</u>	<u>\$ 9,475,149</u>	<u>\$ 40,801,531</u>
<b>LIABILITIES</b>						
Accounts payable and accrued liabilities	\$ 534,491	\$ 103,437	\$ -	\$ 448,056	\$ 19,579	\$ 1,105,563
Customer deposits	310	-	800	-	100,000	101,110
Retainage payable	-	-	-	246,036	-	246,036
Unearned revenue	3,000	-	-	-	45,630	48,630
Due to other funds	-	102,055	-	1,893,069	20,601	2,015,725
Total liabilities	<u>537,801</u>	<u>205,492</u>	<u>800</u>	<u>2,587,161</u>	<u>185,810</u>	<u>3,517,064</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred inflows related to leases	-	-	-	-	6,290,413	6,290,413
<b>FUND BALANCES</b>						
Nonspendable:						
Inventories	6,629	-	-	-	124,033	130,662
Prepaid items	1,573	-	-	-	1,992	3,565
Restricted for:						
Public safety	-	-	-	-	1,792,223	1,792,223
Airport	-	-	-	-	937,257	937,257
Debt service	-	-	-	-	147,398	147,398
Community redevelopment	-	-	270,667	-	-	270,667
Assigned to:						
American Rescue Plan Act	5,033,215	-	-	-	-	5,033,215
Subsequent year's budget	2,175,812	-	-	-	-	2,175,812
Public safety	-	14,576	-	-	-	14,576
Unassigned	20,717,977	-	-	(225,321)	(3,977)	20,488,679
Total fund balances	<u>27,935,206</u>	<u>14,576</u>	<u>270,667</u>	<u>(225,321)</u>	<u>2,998,926</u>	<u>30,994,054</u>
Total liabilities and fund balances	<u>\$ 28,473,007</u>	<u>\$ 220,068</u>	<u>\$ 271,467</u>	<u>\$ 2,361,840</u>	<u>\$ 9,475,149</u>	<u>\$ 40,801,531</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2023**

<b>Fund balances - total governmental funds</b>		<b>\$ 30,994,054</b>
Amounts reported for governmental activities in the statement of activities are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds		
Total governmental capital assets	108,056,206	
Less: accumulated depreciation	<u>(54,675,565)</u>	53,380,641
On the governmental fund statements, a net pension liability (asset) is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the statement of net position, the City's net pension liability (asset) of the defined benefit pension plans is reported as a noncurrent liability (asset). Additionally, deferred outflows and deferred inflows related to pensions are also reported.		
Net pension liability	(8,464,010)	
Net pension asset	625,144	
Deferred outflows related to pensions	7,869,281	
Deferred inflows related to pensions	<u>(2,925,677)</u>	(2,895,262)
On the governmental fund statements, a total OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's total OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to OPEB are also reported.		
Total OPEB liability	(243,589)	
Deferred outflows related to OPEB	5,899	
Deferred inflows related to OPEB	<u>(24,870)</u>	(262,560)
Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:		
Bonds and notes payable	(10,434,052)	
Accrued interest payable	(112,635)	
Financed purchase agreements	(1,166,520)	
Compensated absences	<u>(929,893)</u>	(12,643,100)
<b>Net position of governmental activities</b>		<u><u>\$ 68,573,773</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<b>General</b>	<b>Fire Department</b>	<b>Community Redevelopment Agency</b>	<b>Airport Capital Projects</b>	<b>Nonmajor Governmental Funds</b>	<b>Total Governmental Funds</b>
<b>Revenues</b>						
Taxes	\$ 10,520,328	\$ -	\$ 117,246	\$ -	\$ -	\$ 10,637,574
Franchise fees and permits	1,781,995	-	-	-	-	1,781,995
Intergovernmental	2,512,644	90,577	193,496	3,768,619	16,624	6,581,960
Charges for services	2,269,859	2,165,694	2,950	-	2,036,958	6,475,461
Fines and forfeitures	55,794	-	-	-	-	55,794
Investment income (loss)	246,513	2,346	796	-	317,638	567,293
Miscellaneous	184,517	23,783	-	-	67,302	275,602
<b>Total revenues</b>	<u>17,571,650</u>	<u>2,282,400</u>	<u>314,488</u>	<u>3,768,619</u>	<u>2,438,522</u>	<u>26,375,679</u>
<b>Expenditures</b>						
Current:						
General government	4,524,664	-	-	-	-	4,524,664
Public safety	5,695,055	2,913,671	-	-	9,871	8,618,597
Highway and street	2,968,407	-	-	-	-	2,968,407
Airport	-	-	-	48,846	1,665,809	1,714,655
Health and welfare	326,630	-	-	-	-	326,630
Economic environment	-	-	55,627	-	-	55,627
Physical environment	540,282	-	-	-	-	540,282
Capital outlay	1,313,529	4,942	124,782	4,056,428	1,175,492	6,675,173
Debt service:						
Principal retirement	-	-	89,774	-	784,240	874,014
Interest and fiscal charges	-	-	13,373	-	304,041	317,414
<b>Total expenditures</b>	<u>15,368,567</u>	<u>2,918,613</u>	<u>283,556</u>	<u>4,105,274</u>	<u>3,939,453</u>	<u>26,615,463</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>2,203,083</u>	<u>(636,213)</u>	<u>30,932</u>	<u>(336,655)</u>	<u>(1,500,931)</u>	<u>(239,784)</u>
<b>Other financing sources (uses)</b>						
Transfers in	937,611	638,585	-	74,403	844,439	2,495,038
Transfers out	(1,499,146)	(165,207)	-	-	(102,014)	(1,766,367)
Proceeds from sale of capital assets	90,271	9,700	-	-	29,125	129,096
<b>Total other financing sources (uses)</b>	<u>(471,264)</u>	<u>483,078</u>	<u>-</u>	<u>74,403</u>	<u>771,550</u>	<u>857,767</u>
<b>Net change in fund balances</b>	<u>1,731,819</u>	<u>(153,135)</u>	<u>30,932</u>	<u>(262,252)</u>	<u>(729,381)</u>	<u>617,983</u>
<b>Fund balances, beginning of year</b>	26,203,387	167,711	239,735	36,931	3,728,307	30,376,071
<b>Fund balances, end of year</b>	<u>\$ 27,935,206</u>	<u>\$ 14,576</u>	<u>\$ 270,667</u>	<u>\$ (225,321)</u>	<u>\$ 2,998,926</u>	<u>\$ 30,994,054</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

<b>Net change in fund balances - total governmental funds</b>	<b>\$ 617,983</b>
Differences in amounts reported for governmental activities in the statement of activities are:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.	
Capital outlay expenditures	6,675,173
Depreciation expense	(3,490,181)
Net book value of capital assets disposed	(198,044)
Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:	
Principal repayment of general long-term debt	874,014
Governmental funds report contributions to defined benefit pension and OPEB plans as expenditures. However, in the statement of activities, the amount contributed to defined benefit pension plans reduces future total OPEB/net pension liability. Also included in expense in the statement of activities are amounts required to be amortized in future years related to pensions and OPEB.	
Change in net pension liability and deferred inflows/outflows related to pensions	(2,587,799)
Change in total OPEB liability and deferred inflows/outflows related to OPEB	(19,391)
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:	
Change in compensated absences liability	(138,990)
<b>Change in net position of governmental activities</b>	<b>\$ 1,732,765</b>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - GENERAL FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes	\$ 10,082,829	\$ 10,082,829	\$ 10,520,328	\$ 437,499
Franchise fees and permits	1,480,839	1,480,839	1,781,995	301,156
Intergovernmental	2,641,150	2,641,150	2,512,644	(128,506)
Charges for services	2,145,222	2,141,222	2,269,859	128,637
Fines and forfeitures	62,012	62,012	55,794	(6,218)
Investment income	-	-	246,513	246,513
Miscellaneous	65,416	65,416	184,517	119,101
<b>Total revenues</b>	<u>16,477,468</u>	<u>16,473,468</u>	<u>17,571,650</u>	<u>1,098,182</u>
<b>Expenditures</b>				
Current:				
General government	10,417,960	10,450,960	4,524,664	5,926,296
Public safety	6,587,668	6,587,668	5,695,055	892,613
Highway and street	3,467,439	3,467,439	2,968,407	499,032
Health and welfare	346,000	346,000	326,630	19,370
Physical environment	558,675	554,675	540,282	14,393
Capital outlay	2,828,901	2,795,901	1,313,529	1,482,372
<b>Total expenditures</b>	<u>24,206,643</u>	<u>24,202,643</u>	<u>15,368,567</u>	<u>8,834,076</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>(7,729,175)</u>	<u>(7,729,175)</u>	<u>2,203,083</u>	<u>9,932,258</u>
<b>Other financing sources (uses)</b>				
Transfers in	937,611	937,611	937,611	-
Transfers out	(3,054,158)	(3,054,158)	(1,499,146)	1,555,012
Proceeds from sale of capital assets	-	-	90,271	90,271
<b>Total other financing sources (uses)</b>	<u>(2,116,547)</u>	<u>(2,116,547)</u>	<u>(471,264)</u>	<u>1,645,283</u>
<b>Net change in fund balances</b>	<u>(9,845,722)</u>	<u>(9,845,722)</u>	<u>1,731,819</u>	<u>11,577,541</u>
<b>Fund balances, beginning of year</b>	26,203,387	26,203,387	26,203,387	-
<b>Fund balances, end of year</b>	<u>\$ 16,357,665</u>	<u>\$ 16,357,665</u>	<u>\$ 27,935,206</u>	<u>\$ 11,577,541</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - FIRE DEPARTMENT FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Taxes	\$ 66,851	\$ 66,851	\$ -	\$ (66,851)
Intergovernmental	-	-	90,577	90,577
Charges for services	2,292,794	2,292,794	2,165,694	(127,100)
Investment income	-	-	2,346	2,346
Miscellaneous	-	-	23,783	23,783
Total revenues	2,359,645	2,359,645	2,282,400	(77,245)
<b>Expenditures</b>				
Current:				
Public safety	2,930,788	2,959,388	2,913,671	45,717
Capital outlay	246,888	218,288	4,942	213,346
Total expenditures	3,177,676	3,177,676	2,918,613	259,063
<b>Excess (deficiency) of revenues over expenditures</b>	(818,031)	(818,031)	(636,213)	181,818
<b>Other financing sources (uses)</b>				
Transfers in	638,585	638,585	638,585	-
Transfers out	(165,207)	(165,207)	(165,207)	-
Proceeds from sale of capital assets	-	-	9,700	9,700
Total other financing sources (uses)	473,378	473,378	483,078	9,700
<b>Net change in fund balances</b>	(344,653)	(344,653)	(153,135)	191,518
<b>Fund balances, beginning of year</b>	167,711	167,711	167,711	-
<b>Fund balances, end of year</b>	\$ (176,942)	\$ (176,942)	\$ 14,576	\$ 191,518

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - COMMUNITY REDEVELOPMENT AGENCY FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>			<b>Variance with Final Budget - Positive (Negative)</b>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
<b>Revenues</b>				
Taxes	\$ 118,517	\$ 118,517	\$ 117,246	\$ (1,271)
Intergovernmental	925,446	925,446	193,496	(731,950)
Charges for services	3,500	3,500	2,950	(550)
Investment income	-	-	796	796
Total revenues	<u>1,047,463</u>	<u>1,047,463</u>	<u>314,488</u>	<u>(732,975)</u>
<b>Expenditures</b>				
Current:				
Economic environment	147,815	147,815	55,627	92,188
Capital outlay	1,134,067	1,134,067	124,782	1,009,285
Debt service:				
Principal retirement	89,775	89,775	89,774	1
Interest and fiscal charges	13,373	13,373	13,373	-
Total expenditures	<u>1,385,030</u>	<u>1,385,030</u>	<u>283,556</u>	<u>1,101,474</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>(337,567)</u>	<u>(337,567)</u>	<u>30,932</u>	<u>368,499</u>
<b>Net change in fund balances</b>	<u>(337,567)</u>	<u>(337,567)</u>	<u>30,932</u>	<u>368,499</u>
<b>Fund balances, beginning of year</b>	239,735	239,735	239,735	-
<b>Fund balances, end of year</b>	<u>\$ (97,832)</u>	<u>\$ (97,832)</u>	<u>\$ 270,667</u>	<u>\$ 368,499</u>

The accompanying notes to financial statements are an integral part of this statement.



**CITY OF LAKE CITY, FLORIDA  
STATEMENT OF NET POSITION  
PROPRIETARY FUNDS  
SEPTEMBER 30, 2023**

	<b>Business-type Activities - Enterprise Funds</b>		
	<b>Water-Sewer</b>	<b>Natural</b>	<b>Total</b>
	<b>Utility</b>	<b>Gas</b>	
<b>ASSETS</b>			
Equity in pooled cash and cash equivalents	\$ 12,440,340	\$ 3,398,151	\$ 15,838,491
Accounts receivable, net	2,559,701	547,550	3,107,251
Due from other governments	405,190	13,915	419,105
Inventories	331,908	72,069	403,977
Prepaid items	-	7,945	7,945
Restricted current assets			
Equity in pooled cash	2,726,281	-	2,726,281
Total current assets	<u>18,463,420</u>	<u>4,039,630</u>	<u>22,503,050</u>
Noncurrent assets:			
Restricted cash	3,223,363	-	3,223,363
Capital assets:			
Land	5,232,743	1,539	5,234,282
Building and improvements	7,030,528	824,426	7,854,954
Infrastructure	86,123,760	3,853,607	89,977,367
Machinery and equipment	18,380,130	1,088,686	19,468,816
Construction in progress	9,260,242	11,186	9,271,428
Accumulated depreciation	(58,413,143)	(3,415,920)	(61,829,063)
Total capital assets, net	<u>67,614,260</u>	<u>2,363,524</u>	<u>69,977,784</u>
Advances to other funds	-	-	-
Total noncurrent assets	<u>70,837,623</u>	<u>2,363,524</u>	<u>73,201,147</u>
Total assets	<u>\$ 89,301,043</u>	<u>\$ 6,403,154</u>	<u>\$ 95,704,197</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred loss on bond refunding	\$ 83,918	\$ -	\$ 83,918
Deferred outflows related to pensions	1,793,272	339,827	2,133,099
Deferred outflows related to OPEB	3,176	565	3,741
Total deferred outflows	<u>\$ 1,880,366</u>	<u>\$ 340,392</u>	<u>\$ 2,220,758</u>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 862,752	\$ 262,179	\$ 1,124,931
Customer deposits	1,018,246	404,965	1,423,211
Unearned revenue	63,222	408,533	471,755
Compensated absences	300,981	65,091	366,072
Current portion of financed purchase agreements	80,458	-	80,458
Payable from restricted assets:			
Current maturities on long-term debt	2,586,850	-	2,586,850
Accrued interest payable	139,431	-	139,431
Total current liabilities	<u>5,051,940</u>	<u>1,140,768</u>	<u>6,192,708</u>
Noncurrent liabilities:			
Bonds and notes payable, net	29,526,785	-	29,526,785
Financed purchase agreements	167,865	-	167,865
Compensated absences	123,189	27,791	150,980
Total OPEB liability	131,164	23,322	154,486
Net pension liability	3,212,085	608,695	3,820,780
Total noncurrent liabilities	<u>33,161,088</u>	<u>659,808</u>	<u>33,820,896</u>
Total liabilities	<u>\$ 38,213,028</u>	<u>\$ 1,800,576</u>	<u>\$ 40,013,604</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred inflows related to pensions	\$ 792,228	\$ 150,129	\$ 942,357
Deferred inflows related to OPEB	13,392	2,382	15,774
Total deferred inflows	<u>\$ 805,620</u>	<u>\$ 152,511</u>	<u>\$ 958,131</u>
<b>NET POSITION</b>			
Net investment in capital assets	\$ 36,965,665	\$ 2,363,524	\$ 39,329,189
Restricted for debt service	670,380	-	670,380
Restricted for renewal and replacement	500,000	-	500,000
Restricted for system improvements	2,457,441	-	2,457,441
Unrestricted	11,569,275	2,426,935	13,996,210
Total net position	<u>\$ 52,162,761</u>	<u>\$ 4,790,459</u>	<u>\$ 56,953,220</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<b>Business-type Activities - Enterprise Funds</b>		
	<b>Water-Sewer Utility</b>	<b>Natural Gas</b>	<b>Total</b>
<b>Operating revenues</b>			
Charges for services	\$ 17,145,198	\$ 5,532,914	\$ 22,678,112
Other revenues	283,679	-	283,679
Total operating revenues	<u>17,428,877</u>	<u>5,532,914</u>	<u>22,961,791</u>
<b>Operating expenses</b>			
Personal services	5,616,162	1,029,355	6,645,517
Contractual services and supplies	4,784,324	3,602,538	8,386,862
Internal charges	980,000	300,000	1,280,000
Depreciation	3,557,104	174,569	3,731,673
Total operating expenses	<u>14,937,590</u>	<u>5,106,462</u>	<u>20,044,052</u>
<b>Operating income (loss)</b>	<u>2,491,287</u>	<u>426,452</u>	<u>2,917,739</u>
<b>Nonoperating revenues (expenses)</b>			
Interest earnings	67,630	14,755	82,385
Intergovernmental grants	42,899	-	42,899
Miscellaneous income	203,933	70,903	274,836
Gain (loss) on disposal of capital assets	8,925	-	8,925
Interest and amortization expense	(565,567)	-	(565,567)
Total nonoperating revenues (expenses)	<u>(242,180)</u>	<u>85,658</u>	<u>(156,522)</u>
<b>Income (loss) before contributions and transfers</b>	<u>2,249,107</u>	<u>512,110</u>	<u>2,761,217</u>
Capital contributions and impact fees	265,628	-	265,628
Capital grants	530,470	-	530,470
Transfers in	181,329	-	181,329
Transfers out	(667,000)	(243,000)	(910,000)
<b>Change in net position</b>	<u>2,559,534</u>	<u>269,110</u>	<u>2,828,644</u>
<b>Net position, beginning of year</b>	49,603,227	4,521,349	54,124,576
<b>Net position, end of year</b>	<u>\$ 52,162,761</u>	<u>\$ 4,790,459</u>	<u>\$ 56,953,220</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<b>Business-type Activities - Enterprise Funds</b>		
	<b>Water-Sewer</b>	<b>Natural</b>	<b>Total</b>
	<b>Utility</b>	<b>Gas</b>	
<b>Cash flows from operating activities</b>			
Cash received from customers	\$ 17,645,628	\$ 5,534,956	\$ 23,180,584
Cash paid to employees	(4,725,210)	(891,751)	(5,616,961)
Cash paid to suppliers	(4,955,014)	(2,907,668)	(7,862,682)
Cash paid for interfund charges	(980,000)	(300,000)	(1,280,000)
Other receipts	203,933	-	203,933
Net cash provided by (used in) operating activities	<u>7,189,337</u>	<u>1,435,537</u>	<u>8,624,874</u>
<b>Cash flows from noncapital financing activities</b>			
Transfers from other funds	181,329	-	181,329
Transfers to other funds	(667,000)	(243,000)	(910,000)
Intergovernmental grant proceeds	42,899	-	42,899
Net cash provided by (used in) noncapital financing activities	<u>(442,772)</u>	<u>(243,000)</u>	<u>(685,772)</u>
<b>Cash flows from capital and related financing activities</b>			
Impact fees	265,628	-	265,628
Acquisition and construction of capital assets	(2,824,097)	62,196	(2,761,901)
Capital grants	530,470	-	530,470
Proceeds from sale of capital assets	8,925	-	8,925
Principal payments of long-term debt	(2,519,959)	-	(2,519,959)
Interest paid	(562,695)	-	(562,695)
Net cash provided by (used in) capital and related financing activities	<u>(5,101,728)</u>	<u>62,196</u>	<u>(5,039,532)</u>
<b>Cash flows from investing activities</b>			
Interest received	67,630	14,755	82,385
Net cash provided by (used in) investing activities	<u>67,630</u>	<u>14,755</u>	<u>82,385</u>
<b>Net change in cash and cash equivalents</b>	<u>1,712,467</u>	<u>1,269,488</u>	<u>2,981,955</u>
<b>Cash and cash equivalents, beginning of year</b>	16,677,517	2,128,663	18,806,180
<b>Cash and cash equivalents, end of year</b>	<u>\$ 18,389,984</u>	<u>\$ 3,398,151</u>	<u>\$ 21,788,135</u>
<b>Cash and cash equivalents classified as:</b>			
Unrestricted	\$ 12,440,340	\$ 3,398,151	\$ 15,838,491
Restricted	5,949,644	-	5,949,644
Total cash and cash equivalents	<u>\$ 18,389,984</u>	<u>\$ 3,398,151</u>	<u>\$ 21,788,135</u>
<b>Reconciliation of operating income to net cash provided by (used in) operating activities:</b>			
Operating income	\$ 2,491,287	\$ 426,452	\$ 2,917,739
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:			
Depreciation	3,557,104	174,569	3,731,673
Gain on disposition of capital assets	203,933	-	203,933
Changes in assets and liabilities:			
Accounts receivable	(263,314)	(14,480)	(277,794)
Due from other governments	550,231	(1,763)	548,468
Inventories	(94,913)	1,324	(93,589)
Prepaid items	-	(1,501)	(1,501)
Deposits	-	583,909	583,909
Accounts payable and accrued liabilities	(75,777)	111,138	35,361
Customer deposits	113,919	63,453	177,372
Retainage payable	(163,705)	-	(163,705)
Unearned revenue	(20,380)	(45,168)	(65,548)
Compensated absences	67,020	848	67,868
Net pension liability	819,319	137,461	956,780
Total OPEB liability	4,613	(705)	3,908
Net cash provided by (used in) operating activities	<u>\$ 7,189,337</u>	<u>\$ 1,435,537</u>	<u>\$ 8,624,874</u>
<b>Non-cash investing, capital, and financing activities:</b>			
Amortization of debt discount/loss on refunding	\$ 12,938	\$ -	\$ 12,938

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**STATEMENT OF FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**SEPTEMBER 30, 2023**

	<b>Pension Trust Funds</b>
<b>ASSETS</b>	
Cash and cash equivalents with trustee	\$ 3,022,303
Total cash and cash equivalents	3,022,303
Receivables	
Contributions receivable	94,311
Interest and dividends receivable	92,535
Total receivables	186,846
Investments, at fair value	
Corporate bonds	6,056,415
Municipal bonds	4,445,056
Equities	32,706,448
Mutual funds	2,498,857
Real estate funds	1,152,938
Total investments	46,859,714
Total assets	\$ 50,068,863
<b>LIABILITIES</b>	
Accounts payable	\$ 67,046
Total liabilities	\$ 67,046
<b>NET POSITION</b>	
Restricted for pensions	\$ 50,001,817

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Pension Trust Funds</u>
<b>Additions</b>	
Contributions:	
Employer	\$ 348,784
Plan members	193,981
State - insurance premium taxes	255,646
Total contributions	<u>798,411</u>
Investment earnings (loss)	
Net appreciation (depreciation) in fair value of investments	4,550,099
Interest and dividends	1,505,541
Total investment earnings (loss)	<u>6,055,640</u>
Less: investment expense	<u>(213,192)</u>
Net investment income (loss)	5,842,448
 Total additions	 <u>6,640,859</u>
<b>Deductions</b>	
Benefit payments and refunds	3,384,626
Administrative expenses	173,978
Total deductions	<u>3,558,604</u>
 <b>Change in net position</b>	 <u>3,082,255</u>
 <b>Net position restricted for pensions, beginning of year</b>	 46,919,562
 <b>Net position restricted for pensions, end of year</b>	 <u><u>\$ 50,001,817</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(1) Summary of Significant Accounting Policies:**

The financial statements of the City of Lake City, Florida (the City), have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the City has adopted the GASB Codification. The following is a summary of the City's significant accounting policies:

(a) **Reporting entity**—The City was incorporated in 1859, under the State of Florida Laws, Chapter 40, Acts of 1858. The City operates under a City Council form of government and provides, under the administration of an appointed City Manager, the following services: public safety (police and fire), public works (streets and infrastructure), recreation, municipal airport services, natural gas services, planning, zoning, water and sewer services, and general and administrative services.

(b) **Blended component units**—The financial activity of The Lake City Community Redevelopment Agency (the Agency), is included in the financial reporting entity as a blended component unit. The Agency was established to provide a method of eliminating blighted areas, expanding employment opportunities, and providing an environment for the social and economic growth of an area designated by City Ordinance. Each member of the City Council is a member of the Agency. The Agency is presented as a governmental fund type. A separate audit report of the Agency can be obtained from the City's Finance Department.

The accompanying financial statements present the City and its component unit, an entity for which the City is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations. Thus, blended component assets are appropriately presented as funds of the primary government.

(c) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report aggregated information for the overall government for all of the activities of the primary government. These statements do not report fiduciary funds or fiduciary component units such as retirement trust funds. Those activities are reported only in fund financial statements. The effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange revenues, are reported separately from business-type activities, which are financed wholly or partially by fees charged to external parties for goods or services and are reported in enterprise funds.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Measurement focus, basis of accounting, and financial statement presentation**—The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period. The City considers other reoccurring revenue to be available if they are collected within 90 days of the end of the current fiscal period. Grant and similar revenues are recognized when the related expenditure is incurred.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pension and other postemployment benefits, and claims and judgments are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

**General Fund**—The General Fund is the City’s primary operating fund. It accounts for all resources traditionally associated with governments except those required to be accounted for in another fund.

**Fire Department Special Revenue Fund**—The Fire Department Special Revenue Fund accounts for the activities of the Lake City Fire Department and is primarily funded by a fire protection assessment imposed on all nongovernmental real property within the City.

**Community Redevelopment Agency Fund**—The Community Redevelopment Agency Fund accounts for the receipt and expenditures from certain property tax increments which are to be used for specific projects involving community redevelopment.

**Airport Capital Projects Fund**—The Airport Capital Projects Fund accounts for capital project activity related to the City’s municipal airport. Fund resources are typically received in the form of local, state, and federal grants.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

The City reports the following major proprietary funds:

**Water and Sewer System Fund**—The Water and Sewer System Fund accounts for the activities of the City's water distribution operations.

**Natural Gas Utility Fund**—The Natural Gas Utility Fund accounts for the activities of the City's natural gas distribution operations.

Additionally, the City reports the following fund types:

**Pension Trust Funds**—Accounts for the net position held in trust for defined pension benefits and the related financial activities of the employees' retirement system, which accumulates resources for defined pension benefit payments to the Police Officers' Pension Fund, the Fireman's Pension Trust Fund, and the General Employee's Pension Trust Fund. Assets accumulated and held in trust in defined contribution pension plans (deferred compensation and money purchase retirement plans) are not included in the financial statements, since such amounts immediately vest with the employees.

As a general rule, the effect of the City's interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments (when applicable). Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and internal service funds are charges to customers for sales and services. The City recognizes as operating revenue the portion of impact fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

(e) **Budget information**—General governmental revenue and expenditures accounted for in budgetary funds are controlled by a budgetary accounting system in accordance with various legal requirements which govern the City's operations. Budgets are monitored at varying levels of classification detail; however, expenditures cannot legally exceed total appropriations at the individual fund level. Encumbrances are not recorded. Unexpended items at year-end must be re-appropriated in the subsequent year.

The City's Finance Director and City Manager, together, are authorized to transfer budgeted amounts within departments within a fund; however, any revisions that increase the total expenditures of any department or fund must be approved by the City Council. The budgetary information presented for the general fund and any major special revenue funds is prepared on the modified accrual basis.



**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(f) **Deposits and investments**—The City’s cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents.

The City’s investment policies are governed by state statutes and local resolution. These policies authorize the City to invest in certificates of deposit, money market funds, obligations issued by the U.S. or obligations guaranteed as to principal and interest by the U.S., repurchase agreements collateralized by U.S. securities, and the SBA.

(g) **Property taxes**—The assessment of all properties and the collection of all property taxes are made through the County Property Appraiser and County Tax Collector. General property taxes are recorded as received, in cash, which approximates taxes levied less discounts for the current year.

Taxes are levied on November 1 of each year. All taxes become delinquent on April 1 of the following year. Discounts are allowed for early payment. On or prior to June 1, certificates bearing interest are sold for all uncollected real property taxes. Unsold certificates are held by the County.

(h) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables are reported net of an allowance for doubtful accounts, where appropriate. Unbilled utility service receivables are recorded at year-end. They are calculated by pro-rating cycle billings subsequent to year-end according to the number of days included in the current fiscal year.

(i) **Leases receivable**—When engaged in long-term leasing activity as the lessor, the City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements. At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.
- The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(j) **Inventories and prepaid items**—All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

(k) **Restricted assets**—Certain proceeds of enterprise fund revenue bonds, as well as certain resources set aside for their repayments, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. Restricted funds are comprised of the following:

*Sinking funds* - segregated resources generated from operations that are accumulated for making debt service payments over the next twelve months.

*Construction funds* - segregated resources consisting of net bond proceeds from the issuance of revenue bonds and other long-term debt obligations that are restricted to use in construction.

*Renewal and replacement funds* – segregated resources that are set aside to meet unexpected repairs or to fund asset renewal and replacement.

(l) **Capital assets**—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at the acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5 – 60 years
Equipment	3 – 20 years
Infrastructure	7 – 60 years

(m) **Compensated absences**—It is the City’s policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(n) **Long-term obligations**—In the government-wide financial statements and the proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issue costs, during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

(o) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

*Nonspendable* – The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash such as inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale unless the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned.

*Restricted* – Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation (i.e. when the government assesses, levies, charges, or otherwise mandates payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation.

*Committed* – Fund balance amounts that can only be used for specific purposes pursuant to constraints imposed by ordinance of the City Council are reported as committed fund balance. Those committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

*Assigned* – Fund balance amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed, are reported as assigned fund balance, except for stabilization arrangements. The City Council has delegated responsibility to the City Manager and Finance Director pursuant to Ordinance 97-804. In addition, residual balances in capital projects and debt service funds are considered assigned for the general purpose of the respective fund.

*Unassigned* – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

When both restricted and unrestricted resources are available for use, it is generally the practice of the City to use restricted resources first, then unrestricted resources as they are needed. When unrestricted resources (committed, assigned, and unassigned) are available for use in any governmental fund, it is the City's practice to use committed resources first, then assigned, and then unassigned as needed.

It is the City's policy to strive to maintain a minimum reserve level of 30% of the operating budget for the general fund.

(p) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items, deferred loss on bond refunding in the proprietary funds and government-wide statement of net position, and deferred outflows related to pensions, which qualify for reporting in this category. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. Deferred outflows related to pensions are discussed further in Note 0 and deferred outflows related to OPEB are discussed further in Note (12).

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets or fund balance that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Currently, the only items in this category consisted of deferred inflows of resources related to leases, deferred inflows of resources related to pensions, as discussed further in Note 0 and deferred inflows related to OPEB are discussed further in Note (12).

(q) **Net position flow assumption**—Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the City's policy to consider restricted net position to have been used before unrestricted net position is applied.

(r) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(2) **Reconciliation of Government-wide and Fund Financial Statements**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

(3) **Cash Deposits and Investments:**

The City’s investment policies are governed by Chapter 280 and 218, Florida Statutes, City Code of Ordinances, and the adopted investment policy. The basic allowable investment instruments are as follows:

The Local Government Surplus Funds Trust Fund (SBA) or other state sponsored funds – The State Board of Administration (SBA) pools investments for local governments while providing safety and liquidity.

Securities and Exchange Council registered money market and closed end mutual funds with an investment grade securities rating from a nationally recognized rating agency, investing solely in investments otherwise authorized for the City to invest in directly.

Interest-bearing time deposits or savings accounts in qualified public depositories.

Direct obligations of the United States Treasury and agencies and instrumentalities. Securities will include, but not be limited to treasury bills, notes, bonds and any other obligations whose principal and interest is fully guaranteed by the United States of America or any of its agencies or instrumentalities.

Certificates of deposit – Non-negotiable interest-bearing time certificates of deposit in banks organized under the laws of the United States and doing business and situated in Florida.

Repurchase agreements – Overnight (sweep) repurchase agreements collateralized by any security eligible for pledge to the Florida Chief Financial officer for security of local government funds. The City may only transact repurchase agreements with financial institutions that are Well Capitalized as that term is defined by the Federal Deposit Insurance Corporation.

Deposits include cash on hand and amounts held in the City’s demand accounts. Each demand account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Any balance in excess of FDIC insurance is covered by collateral held by the City’s custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(3) Cash Deposits and Investments:**

The Florida Security for Public Deposits Act (the Act) established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act.

Obligations pledged to secure deposits must be delivered to the State Treasurer or, with the approval of the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the pool may assess participating financial institutions on a pro rata basis to fund any shortfall in the event of the failure of a member institution.

The City measures and records its investments, assets whose use is limited, and restricted assets using fair value measurement guidelines established by GASB Statement No. 72. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

As of September 30, 2023, the City’s governmental and business-type investment portfolio was composed of the following investments:

Investment Type	Credit Quality Rating (S&P)	Carrying Value	Weighted Average Investment Maturities (in Years)		Fair Value Hierarchy Classification
			Less Than 1	1 – 5	
FMIT 0-2 Yr High Quality Bond Fund	AAAf/S1	\$ 3,920,166	\$ 3,920,166	\$ -	Level 2
FMIT 1-3 Yr High Quality Bond Fund	AAAf/S2	603,142	-	603,142	Level 2
Florida Prime	AAAm	255,590	255,590	-	N/A
Total Portfolio		<u>\$ 4,778,898</u>	<u>\$ 4,175,756</u>	<u>\$ 603,142</u>	

*Interest Rate Risk:* The City’s fixed rate investments are generally tied to bond reserve requirements and are intended to be held until the funds are needed, at maturity. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City’s pension funds limit their risk by averaging investment maturities at approximately seven to ten years.

*Credit Risk:* Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The City’s portfolio is held entirely with public depositories and is invested in SBA funds, as described above.

*Concentration of Credit Risk:* The pension funds’ investment policies and practices require investments to be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are purchased and sold. No more than 3% of the trust fund shall be invested in any one issuer.

**CITY OF LAKE CITY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**(3) Cash Deposits and Investments:** (Continued)

*Custodial Credit Risk—Investments:* In the case of investments, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City generally utilizes third party custodians to help manage custodial credit risk.

*Foreign Currency Risk:* Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The investment policy does not permit general obligations issued by a foreign government and is, therefore, not exposed to foreign currency risk.

***Pension Plans***

The City’s Pension Plans are authorized to invest in all of the instruments noted above as well as the following investments:

Bonds, stocks, commingled mutual funds, real estate funds; and foreign securities.

The following chart shows the City pension funds cash and investment accounts by investment portfolios and their respective maturities (in years):

	<b>Fair Value</b>	<b>Weighted Average Maturity (years)</b>	<b>Credit Rating Range (Moody’s)</b>	<b>Fair Value Hierarchy Classification</b>
Corporate bonds	\$ 6,056,415	13.8	AA2 to BAA3	Level 2
Municipal bonds and government obligations	4,445,056	3.9	AAA – A2	Level 2
Equities	32,706,448	N/A	NR	Level 1
Mutual funds	2,498,857	N/A	NR	Level 1
Real estate funds	1,152,938	N/A	NR	Level 3
	<u>45,706,776</u>			
Other investments:				
Real estate funds	1,152,938			
Total Portfolio	<u>\$ 46,859,714</u>			

Units in the American Core Realty Fund (the Core Fund) are offered and sold by means of a private placement offering conducted in compliance with Rule 506 of Regulation D under the Securities Act of 1933, as amended. The Core Fund is an open-end diversified core commingled real estate fund that invests in private real estate and is structured as a Delaware limited partnership. As a result, the City of Lake City Police Officers’ Retirement Plan own units in the Core Fund, and the Core Fund holds no securities on behalf of the Retirement Plan’s account in the Core Fund. As of September 30, 2023, the Retirement Plan held 8.5083 units. The net asset value on that date was \$1,152,938. Units are purchased and redeemed through periodic transactions and the value of the units purchased or sold in such transactions is based on the unit value applicable to the valuation date at which each individual transaction occurred.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(3) Cash Deposits and Investments:** (Continued)

As of September 30, 2023, all of the Core Fund's investments were categorized as Level 3. Valuation techniques used to determine fair value for the assets in the Core Fund vary based on the asset category and include discounted cash flow, direct capitalization sales approach, and cash equivalency.

Requests for redemptions of units in the American Core Realty Fund may be made at any time, with 10 business day's notification by submitting a Redemption Notice form signed by a representative of the City of Lake City Police Officers' are effective at the end of the calendar quarter in which the request is received by American Realty Advisors (ARA). The units that are subject to a redemption notice may be redeemed in full or in installments on a pro-rata basis as funds become available for such purpose and the redemption price will be the value per unit based on ARA's estimate of the fair value of the Core Fund's net assets as computed under generally accepted accounting principles at such time that each payment is made. Although ARA is required to use reasonable efforts to cause the Core Fund to pay the redemption price as soon as practicable after the effective date of the request, redemptions are subject to the availability of cash flow arising from investment transactions, sales and other fund operations occurring in the normal course of business. ARA is not required to liquidate or encumber assets or defer investments in order to satisfy redemption requests.

*Interest Rate Risk:* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The established performance objectives of the Pension Plans require investment maturities to provide sufficient liquidity to pay obligations as they become due. At September 30, 2023, the weighted average maturity in years for each investment type is included in the preceding table.

*Credit Risk:* Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plans utilize portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2023.

*Concentration of Credit Risk:* Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Fire Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed five (5) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed sixty (60) percent of the fund's total assets. Additionally, policy does not allow more than ten (10) percent of its assets in bonds, nor shall the aggregate of its investments in bonds exceed thirty (30) percent of the fund's total assets. The Police Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed five (5) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed sixty-five (65) percent of the fund's total assets. Additionally, policy does not allow more than ten (10) percent of its assets in bonds, nor shall the aggregate of its investments in bonds exceed thirty-five (35) percent of the fund's total assets. The General Employee Pension trust funds policy does not allow assets in the common stock, capital stock, or convertible securities to exceed seventy (70) percent of the fund's total assets or investments in bonds to exceed thirty (30) percent of the fund's total assets. At September 30, 2023, the investment portfolios met the single issuer limitations.



**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(3) **Cash Deposits and Investments:** (Continued)

*Custodial Credit Risk:* Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

*Foreign Currency Risk:* Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The Pension trust funds policies allow for variable limitations on the concentration of foreign securities. At September 30, 2023, the investment portfolios met the foreign securities limitations.

(4) **Receivables:**

***Accounts Receivable***

The City's receivables consisted of the following at September 30, 2023:

	<u>Gross Receivable</u>	<u>Allowance for Doubtful Accounts</u>	<u>Net Receivable</u>
Governmental Activities:			
General Fund			
Accounts receivable	\$ 624,919	\$ (19,055)	\$ 605,864
Airport Capital Projects Fund			
Accounts receivable	7,500	-	7,500
Nonmajor Governmental Funds			
Accounts receivable	708	-	708
Total – Governmental Activities	<u>633,127</u>	<u>(19,055)</u>	<u>614,072</u>
	<u>Gross Receivable</u>	<u>Allowance for Doubtful Accounts</u>	<u>Net Receivable</u>
Business-Type Activities:			
Water and Sewer Fund			
Accounts receivable	\$ 2,914,074	\$ (354,373)	\$ 2,559,701
Natural Gas Fund			
Accounts receivable	575,795	(28,245)	547,550
Totals – Business-Type Activities	<u>3,489,869</u>	<u>(382,618)</u>	<u>3,107,251</u>
Totals	<u>\$ 4,122,996</u>	<u>\$ (401,673)</u>	<u>\$ 3,721,323</u>

**CITY OF LAKE CITY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

(4) **Receivables:** (Continued)

***Leases Receivable***

The City has ongoing lease agreements with third parties related to rentals of land and airport hangars owned by the City. The City has 8 leases, with terms varying up to 30 years.

A summary of the City's activity surrounding leases receivable as of and for the year ending September 30, 2023, is as follows:

	<u>Airport Fund</u>	<u>Governmental Activities</u>
Lease Revenue	\$ 511,671	\$ 511,671
Lease Receivable	6,581,072	6,581,072
Deferred Inflows	6,290,413	6,290,413

Annual rentals under these lease agreements include minimum monthly payments ranging from \$739 up to \$25,000 with various termination dates through December 2043. For the year ended September 30, 2023, the City recognized in lease revenue \$511,671 and \$309,492 in interest revenue related to this lease. As of September 30, 2023, the City's receivable for lease payments was \$6,581,072 and for interest payments was \$33,957. Also, the City has a deferred inflow of resources associated with this lease that will be recognized over the lease term. As of September 30, 2023, the balance of the deferred inflow of resources was \$6,290,413.

(5) **Interfund Loans, Advances, Fees, and Transfers:**

The outstanding balances between funds result mainly from the time lag between the dates reimbursable expenditures occur, when transactions are recorded in the accounting system, and when payments between funds are made. As of September 30, 2023, there are no balances due between interfund receivables and payables for the primary government.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(5) **Interfund Loans, Advances, Fees, and Transfers:** (Continued)

For the year ended September 30, 2023, individual fund transfers to and from other funds for the primary government were comprised of the following:

	<u>Transfer From</u>	<u>Transfer To</u>
Governmental Activities:		
General Fund:		
Fire Department Fund	\$ -	\$ 638,585
Debt Service Fund	-	679,232
CRA Fund	-	-
Water and Sewer Fund	667,000	181,329
Natural Gas Fund	243,000	-
CDBG Fund	27,611	-
Other Governmental Funds:		
Fire Department Fund:		
General Fund	638,585	-
Debt Service	-	165,207
Debt Service Fund:		
General Fund	679,232	-
Fire Department Fund	165,207	-
Airport Fund		
Airport Capital Projects Fund	-	74,403
Airport Capital Projects Fund		
Airport Fund	74,403	-
CDBG Fund		
General Fund	-	27,611
	<u>2,495,038</u>	<u>1,766,367</u>
Business-type Activities:		
Water and Sewer Fund:		
General Fund	181,329	667,000
Natural Gas Fund:		
General Fund	-	243,000
	<u>181,329</u>	<u>910,000</u>
Totals – All Funds	<u>\$ 2,676,367</u>	<u>\$ 2,676,367</u>

Transfers are used to move revenues between funds to reflect the activities of the fund with the primary government. The primary government accounts for activities such as budgetary authorizations, subsidies or matching funds for various grant programs, and reimbursements to the general fund for services provided to other funds.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(6) Capital Assets:**

Capital asset activity for the fiscal year ended September 30, 2023, is as follows:

**Governmental activities:**

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 7,805,259	\$ 77,794	\$ (2)	\$ 7,883,051
Construction in progress	3,252,388	5,095,122	(4,689,735)	3,657,775
Total assets not being depreciated	<u>11,057,647</u>	<u>5,172,916</u>	<u>(4,689,737)</u>	<u>11,540,826</u>
Capital assets being depreciated:				
Building and Improvements	18,096,438	3,165,828	(144,090)	21,118,176
Infrastructure	56,893,098	1,639,674	(264,312)	58,268,460
Machinery and equipment	16,302,308	1,386,490	(560,054)	17,128,744
Total assets being depreciated	<u>91,291,844</u>	<u>6,191,992</u>	<u>(968,456)</u>	<u>96,515,380</u>
Less accumulated depreciation for:				
Building and Improvements	(10,171,109)	(455,055)	119,436	(10,506,728)
Infrastructure	(28,639,440)	(2,155,444)	102,415	(30,692,469)
Machinery and equipment	(13,145,249)	(879,682)	548,563	(13,476,368)
Total accumulated depreciation	<u>(51,955,798)</u>	<u>(3,490,181)</u>	<u>770,414</u>	<u>(54,675,565)</u>
Total capital assets being depreciated, net	<u>39,336,046</u>	<u>2,701,811</u>	<u>(198,042)</u>	<u>41,839,815</u>
Governmental activities capital assets, net	<u>\$ 50,393,693</u>	<u>\$ 7,874,727</u>	<u>\$ (4,887,779)</u>	<u>\$ 53,380,641</u>

**Business-type activities:**

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 5,234,282	\$ -	\$ -	\$ 5,234,282
Construction in progress	7,795,849	1,775,495	(299,916)	9,271,428
Total assets not being depreciated	<u>13,030,131</u>	<u>1,775,495</u>	<u>(299,916)</u>	<u>14,505,710</u>
Capital assets being depreciated:				
Building and Improvements	7,744,764	110,190	-	7,854,954
Infrastructure	89,435,570	541,797	-	89,977,367
Machinery and equipment	18,833,503	705,238	(69,925)	19,468,816
Total assets being depreciated	<u>116,013,837</u>	<u>1,357,225</u>	<u>(69,925)</u>	<u>117,301,137</u>
Less accumulated depreciation for:				
Building and Improvements	(2,969,603)	(219,085)	-	(3,188,688)
Infrastructure	(42,530,021)	(2,067,235)	-	(44,597,256)
Machinery and equipment	(12,667,691)	(1,445,353)	69,925	(14,043,119)
Total accumulated depreciation	<u>(58,167,315)</u>	<u>(3,731,673)</u>	<u>69,925</u>	<u>(61,829,063)</u>
Total capital assets being depreciated, net	<u>57,846,522</u>	<u>(2,374,448)</u>	<u>-</u>	<u>55,472,074</u>
Business-type activities capital assets, net	<u>\$ 70,876,653</u>	<u>\$ (598,953)</u>	<u>\$ (299,916)</u>	<u>\$ 69,977,784</u>

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(6) **Capital Assets:** (Continued)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 523,148
Public safety	556,149
Transportation	628,561
Airport	1,735,407
Culture and recreation	46,916
Total depreciation expense - governmental activities	\$ 3,490,181
Business-type activities:	
Water and sewer	\$ 3,557,104
Natural gas	174,569
Total depreciation expense - business-type activities	\$ 3,731,673

(7) **Commitments:**

As of September 30, 2023, the City had outstanding commitments on contracts in progress as follows:

Project	Remaining Commitment
Steedley Field Wetland	\$ 490,214
Ichetucknee Springs Water Quality Improvement	538,634
Airfield Drainage Study	148,500
Resurfacing Patterson Avenue	543,099
Rehab of Runway 5/23	28,515
Purchase of Tasers & Equipment	123,504
Resurfacing Grandview	27,815
	\$ 1,900,281

Amounts received or receivable from grantor agencies are subject to audit or adjustment by grantor agencies, principally the federal government. Any disallowed claims including amounts already collected, could constitute liabilities of the applicable funds.

During 2018, the City entered into a development agreement related to the redevelopment of the Blanche Hotel property, in which the City agreed to make a one-time grant of \$1,000,000 to the developer, construct certain infrastructure related to the redevelopment project, and execute a 10-year guaranteed rental agreement. Under this agreement, the City commits to making rent advance payments in the amount of \$35,417 per month for 10 years starting upon completion of the renovation project. The advanced rent will be refunded to the City in the form of a percentage of all rents collected by the developers monthly and a percentage of annual cash distributions, as defined in the agreement. Any rent advances not refunded will be repaid to the City upon the developer's refinancing of its original loans for development of the Blanche Hotel in no less than fifteen years, with interest, commencing on the date of refinancing. The developer's loan is secured by a subordinated mortgage and security agreement which encumbers the real estate, improvements, and other property of the developer. The \$1,000,000 grant was paid during the fiscal year ended September 30, 2018.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(8) Long-Term Liabilities:**

Long-term liability activity for the year ended September 30, 2023, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental activities:</b>					
Bonds payable:					
Revenue bonds and notes	\$ 11,092,985	\$ -	\$ (658,933)	\$ 10,434,052	\$ 674,921
Compensated absences	790,903	629,470	(490,480)	929,893	711,717
Financed purchase agreements	1,381,601	-	(215,081)	1,166,520	222,549
Governmental activities – Total long-term liabilities	<u>\$ 13,265,489</u>	<u>\$ 629,470</u>	<u>\$ (1,364,494)</u>	<u>\$ 12,530,465</u>	<u>\$ 1,609,187</u>
<b>Business-type activities:</b>					
Bonds payable:					
Revenue bonds	\$ 34,555,368	\$ -	\$ (2,441,733)	\$ 32,113,635	\$ 2,586,850
Compensated absences	449,184	293,595	(225,727)	517,052	366,072
Financed purchase agreements	326,549	-	(78,226)	248,323	80,458
Business-type activities – Total long-term liabilities	<u>\$ 35,331,101</u>	<u>\$ 293,595</u>	<u>\$ (2,745,686)</u>	<u>\$ 32,879,010</u>	<u>\$ 3,033,380</u>

Bond, notes and financed purchase agreements payable in the City’s governmental activities at September 30, 2023, were comprised of the following obligations.

Series 2019 Sales Tax Revenue and Refunding Bonds, was issued to refund Series 2012 Sales Tax Revenue and Refunding Bonds and to finance public capital projects, due in payments of principal plus interest at 2.472% semi-annually on June 20 and December 20 of each year until final maturity on December 20, 2034. Pledged by proceeds of local government half-cent sales tax revenue, including investment income of certain funds.	\$ 7,811,220
Series 2015 Community Redevelopment Agency Revenues Note, was issued to fund the construction of redevelopment projects in the Community Redevelopment Area, due in payments of principal plus interest at 1.80% semi-annually on April 1 and October 1 of each year until final maturity on April 1, 2030. Pledged by Community Redevelopment Agency tax increment revenues.	675,560
Series 2017 Airport Revenue Bonds was issued to construct certain capital improvements at the Lake City Gateway airport, due in payments of principal plus interest at 2.58% semi-annually on April 1 and October 1 of each year until final maturity on April 1, 2032. Pledged by local communications services tax and airport revenues.	1,947,272
Financed purchase agreement entered into in July 2019 for police equipment, due in payments of principal plus interest at 3.89% annually on July 1 of each year until final maturity on July 1, 2029.	899,412
Financed purchase agreement entered into in November 2020 for police equipment, first principal payment due on November 6, 2021. Annual principal payments plus interest at 2.83% annually beginning on November 6, 2022 of each year until final maturity on November 6, 2025.	267,108
Total revenue bonds, notes and lease payable	<u>\$ 11,600,572</u>

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(8) **Long-Term Liabilities:** (Continued)

Annual debt service requirements to maturity for the City's governmental activities bonds, notes and financed purchase agreements payable are as follows:

	Principal	Interest	Total
2024	\$ 897,470	\$ 293,958	\$ 1,191,428
2025	921,583	269,844	1,191,427
2026	946,374	245,053	1,191,427
2027	877,737	219,569	1,097,306
2028	901,276	196,029	1,097,305
2029-2033	3,596,820	652,679	4,249,499
2034-2035	3,459,312	119,077	3,578,389
Total	\$ 11,600,572	\$ 1,996,209	\$ 13,596,781

Bonds and financed purchase agreements payable in the City's business-type activities at September 30, 2023, were comprised of the following obligations:

Series 2016 Utility System Refunding Revenue Bonds, were issued in the amount of \$9,547,000 to refund the State Revolving Fund Loan and construct improvements to the City's water and sewer system. Due in payments of principal plus interest at 1.79% semi-annually with payments on December 15 and June 15 through June 15, 2029. Principal and interest are payable solely from and secured by a lien on the net revenues of the City's water and sewer utility systems.	\$ 4,652,000
Series 2020A Utility System Refunding Revenue Bonds, were issued in the amount of \$28,893,978 to refund Utilities Revenue Bonds Series 2010A and 2010B. Due in payments of principal plus interest at an interest rate of 1.34% beginning in 2021 on January 1 and July 1 of each year until final maturity on July 1, 2035.	22,038,401
Series 2020B Utility System Revenue Bonds were issued in the amount of \$6,150,250 to refund Utilities Revenue Bonds Series 2010A and 2010B. Due in payments of principal plus interest at an interest rate of 2.69% beginning in 2021 on January 1 and July 1 of each year until final maturity on July 1, 2040.	5,423,234
Financed purchase agreement entered into in May 2021 for vacuum truck, first principal payments plus interest at 2.85% annually on May 5, 2022 of each year until final maturity on May 5, 2026.	248,323
Total revenue bonds payable	\$ 32,361,958

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(8) Long-Term Liabilities:** (Continued)

Annual debt service requirements to maturity for the City’s business-type activities bonds payable and financed purchase agreement are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 2,667,308	\$ 520,797	\$ 3,188,105
2025	2,711,871	476,909	3,188,780
2026	2,755,973	432,240	3,188,213
2027	2,714,085	386,780	3,100,865
2028	2,757,802	343,001	3,100,803
2029-2033	12,055,494	1,113,695	13,169,189
2034-2038	5,926,391	306,759	6,233,150
2039-2040	773,034	26,167	799,201
Total	<u>\$ 32,361,958</u>	<u>\$ 3,606,348</u>	<u>\$ 35,968,306</u>

**(9) Tax Abatements:**

City entered into an agreement with a local corporation to abate certain ad valorem taxes in exchange for economic incentives. Article VII, Section 3 of the Florida Constitution and Section 16.1995, Florida Statutes, and the electorate of the City, have granted City Council the authority to grant property tax exemptions for new business and expansions of existing businesses. The City Council approved Ordinance 2019-006, granting the corporation an ad valorem tax exemption for a term of five years. Amount of taxes abated for year ended September 30, 2023, is \$55,547.

**(10) Contingencies and Uncertainties:**

The City is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2023. The outcomes of established claims are included in these financial statements. In the opinion of the City’s legal counsel, no legal proceedings are pending or threatened against the City which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

As part of operating the City’s natural gas system, the City has committed to purchase various quantities of natural gas, at fixed and variable prices, over the next several years. These contracts allow the City to secure a reliable supply of natural gas for its customers. Currently, the anticipated demand for natural gas by the City’s customers exceeds the supply scheduled in advance by the City.

**(11) Risk Management:**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

The City is a member of the Florida Municipal Self-Insurance fund (the Fund). The fund was created to allow members to pool their liabilities pursuant to provisions in Florida Workers’ Compensation Law. The City pays an annual premium to the Fund for workers’ compensation coverage. The Fund’s underwriting and rate setting policies were established after consulting with an independent actuary. The Fund is not assessable and the City has no liability for future deficits of the Fund, if any.



**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(12) Other Postemployment Benefits (OPEB):**

**Plan Description**—Retirees and their dependents are permitted to remain covered under the City’s respective health care plans as long as they pay a full premium applicable to the coverage elected. This conforms to the minimum required of Florida governmental employers per Chapter 112.08, Florida Statutes. The Other Post-Employment Benefit Plan does not issue a stand-alone report.

**Benefits Provided**—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the City is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee. GASB No. 75 calls this the “implicit rate subsidy.”

**Plan Membership**—At September 30, 2022, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Members	228
Inactive Members	<u>3</u>
	<u><u>231</u></u>

**Total OPEB Liability**—The City’s total OPEB liability of \$398,075 was measured as of September 30, 2023, and was determined by an actuarial valuation as of that date.

**Actuarial Assumptions and Other Inputs**—The total OPEB liability in the September 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Inflation	2.50%
Salary increases	4.00%
Discount rate	4.87%
Healthcare cost trend rate	4.00%
Retirees’ share of benefit-related costs	100.00%

The City does not have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based on the 20 Year Municipal Bond Rate as of September 30, 2023. Mortality rates were based on the Florida Retirement System Mortality Table.

Changes in the OPEB liability for the fiscal year ended September 30, 2023, were as follows:

	<u>Total OPEB Liability</u>
Balance at September 30, 2022	\$ 372,218
Changes for a year:	
Service cost	28,992
Interest	18,709
Changes of assumptions	(3,647)
Benefit payments – implicit rate subsidy	<u>(18,197)</u>
Net changes	<u>25,857</u>
Balance at September 30, 2023	<u><u>\$ 398,075</u></u>

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(12) **Other Postemployment Benefits (OPEB):** (Continued)

*Sensitivity of the total OPEB liability to changes in the discount rate:*

The following presents the total OPEB liability of the City calculated using the discount rate of 4.87%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (3.87%) or 1% higher (5.87%) than the current rate:

	<b>1% Decrease</b>	<b>Current Discount Rate</b>	<b>1% Increase</b>
Total OPEB Liability	\$ 436,393	\$ 398,075	\$ 363,776

*Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:*

The following presents the total OPEB liability of the City as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (3%) or 1% higher (5%) than the current healthcare cost trend rates (4%):

	<b>1% Decrease</b>	<b>Current Trend Rates</b>	<b>1% Increase</b>
Total OPEB Liability	\$ 352,229	\$ 398,075	\$ 452,956

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources**

For the year ended September 30, 2023, the City recognized OPEB expense of \$43,496. At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Changes of assumptions	\$ 7,661	\$ 10,611
Differences – actual/expected experience	1,979	30,033
Total	\$ 9,640	\$ 40,644

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

2024	\$ (6,207)
2025	(5,329)
2026	(6,317)
2027	(6,317)
2028	(6,313)
Thereafter	(521)

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(13) Employee Retirement Systems and Pension Funds:**

**A. Florida Retirement System**

**Plan Description and Administration**

The entity participates in the Florida Retirement System (FRS), a multiple-employer, cost-sharing defined public employee retirement system which covers all general employees hired before January 1, 1996, and all firefighters, regardless of date of hire. The System is administered by the State of Florida, Department of Administration, Division of Retirement to provide retirement and survivor benefits to participating public employees. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. The FRS is a single retirement system administered by the Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (Plan), with a Deferred Retirement Option Program (DROP), and a defined-contribution plan, referred to as the FRS Investment Plan (Investment Plan).

In addition, all regular employees of the entity are eligible to enroll as members of the Retiree Health Insurance Subsidy (HIS) Program. The HIS is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$7.50. The minimum payment is \$45 and the maximum payment is \$225 per month, pursuant to section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

**Benefits Provided and Employees Covered**

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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**(13) Employee Retirement Systems and Pension Funds:** (Continued)

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 96 months after electing to participate, except that certain instructional personnel may participate for up to 120 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Employees may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer and employee contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular, DROP, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service.

**Financial Statements**

Financial statements and other supplementary information of the FRS are included in the State’s Annual Comprehensive Financial Report, which is available from the Florida Department of Financial Services, Bureau of Financial Reporting Statewide Financial Reporting Section by mail at 200 E. Gaines Street, Tallahassee, Florida 32399-0364; by telephone at (850) 413-5511; or at the Department’s Web site ([www.myfloridacfo.com](http://www.myfloridacfo.com)). An annual report on the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from:

Florida Department of Management Services  
 Division of Retirement, Research and Education Services  
 P.O. Box 9000  
 Tallahassee, FL 32315-9000  
 850-488-5706 or toll free at 877-377-1737

**Contributions**

The entity participates in certain classes of FRS membership. Each class had descriptions and contribution rates in effect during the year ended September 30, 2023, as follows (contribution rates are in agreement with the actuarially determined rates):

<b>FRS Membership Plan &amp; Class</b>	<b>Through June 30, 2023</b>	<b>After June 30, 2023</b>
Regular Class	11.91%	13.57%
Elected Officers	57.00%	58.68%
Senior Management Service	31.57%	34.52%
Special Risk Regular	27.83%	32.67%
DROP from FRS	10.81%	12.64%

Current-year employer HIS contributions were made at a rate of 1.66% of covered payroll through June 30, 2023, and 2.00% thereafter, which are included in the above rates.

**CITY OF LAKE CITY, FLORIDA**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

For the plan year ended June 30, 2023, actual contributions made for employees participating in FRS and HIS were as follows:

Entity Contributions – FRS	\$ 673,386
Entity Contributions – HIS	112,875
Employee Contributions – FRS	203,990

**Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions**

At September 30, 2023, the entity reported a net pension liability related to FRS and HIS as follows:

Plan	Net Pension Liability
FRS	\$ 5,577,697
HIS	2,725,069
Total	\$ 8,302,766

The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The employer proportion of the net pension liability was based on a projection of the organization’s long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental entities, as actuarially determined. At June 30, 2023 and June 30, 2022, the organization’s proportionate share of the FRS and HIS net pension liabilities were as follows:

Plan	2023	2022
FRS	0.013997843%	0.014137094%
HIS	0.017158944%	0.017326791%

For the plan year ended June 30, 2023, pension expense was recognized related to the FRS and HIS plans as follows:

FRS	\$ 1,289,472
HIS	1,053,876
Total	\$ 2,343,348

*Deferred outflows/inflows related to pensions:*

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 523,698	\$ -	\$ 39,893	\$ (6,396)
Changes of assumptions	363,601	-	71,641	(236,136)
Net different between projected and actual investment earnings	232,940	-	1,407	-
Change in proportionate share	303,869	(32,087)	139,834	(31,916)
Contributions subsequent to measurement date	174,613	-	32,525	-
	\$ 1,598,721	\$ (32,087)	\$ 285,300	\$ (274,448)

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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**(13) Employee Retirement Systems and Pension Funds:** (Continued)

The above amounts for deferred outflows of resources for contributions related to pensions resulting from Town contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended September 30, 2024.

Other amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	FRS	HIS	Total
2024	\$ 272,557	\$ 7,575	\$ 280,132
2025	30,335	15,087	45,422
2026	969,812	(2,199)	967,613
2027	96,639	(23,197)	73,442
2028	22,678	(16,187)	6,491
Thereafter	-	(2,752)	(2,752)
	\$ 1,392,021	\$ (21,673)	\$ 1,370,348

*Actuarial assumptions:*

The actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because HIS is funded on a pay-as-you-go basis, no experience study has been completed.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation, using the entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth, including inflation, for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS investments is 6.70%. This rate is consistent with the prior year rate of 6.70%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 3.65% was used to determine the total pension for the program. This rate increased from the prior year rate, which was 3.54%. Mortality assumptions for both plans were based on the PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018.

*Long-term expected rate of return:*

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2023, the FRS Actuarial Assumptions Conference reviewed long-term assumptions developed by both Milliman's capital market assumptions team and by a capital market assumptions team from Aon Hewitt Investment Consulting, which consults to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(13) **Employee Retirement Systems and Pension Funds:** (Continued)

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Arithmetic Expected Rate of Return</u>
Cash	1.0%	2.9%
Fixed income	19.8%	4.5%
Global equities	54.0%	8.7%
Real estate	10.3%	7.6%
Private equity	11.1%	11.9%
Strategic investments	3.8%	6.3%
Total	<u>100.0%</u>	

*Sensitivity of the net pension liability to changes in the discount rate:*

The following presents the proportionate shares of the FRS and HIS net pension liability of the City calculated using the current discount rates, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

<u>Plan</u>	<u>Current Discount Rate</u>	<u>NPL with 1% Decrease</u>	<u>NPL at Current Discount Rate</u>	<u>NPL with 1% Increase</u>
FRS	6.70%	\$ 9,527,843	\$ 5,577,697	\$ 2,272,928
HIS	3.65%	3,108,879	2,725,069	2,406,917

**B. City-Sponsored Defined Benefit Pension Plans**

**Plan Description and Administration**

The City maintains three separate single-employer, defined benefit pension plans: The City of Lake City Municipal Firefighters' Pension Trust Fund (the Fire Plan) covers all of the City's fire and rescue personnel; the City of Lake City Municipal Police Officers' Pension Trust Fund (the Police Plan) covers all of the City's police officers; the City of Lake City Employees' Retirement Plan Fund (the General Employees Plan) covers other general employees of the City. These plans contain the assets, liabilities and net position of each respective plan.

All financial activity is reported within the accompanying financial statements. Investments are reported at fair value and are managed by third party money managers. The City's independent custodian and the individual money managers price each instrument (using various third-party pricing sources) and reconcile material differences. Investments that do not have an established market are reported at estimated fair value. Performance reporting, manager fees, and the City's asset valuation are based on the custodian's determination of value.

The City also has a Deferred Retirement Option Program for eligible Police and Fire Plan participants. The DROP Plan allows members who have met the eligibility requirement for normal retirement to have their retirement benefits deposited monthly into a DROP account, earning interest, while simultaneously continuing to work (but not earning additional credit for retirement) for up to thirty-six months (3 years) for General and Fire Plan and sixty months (5 years) for Police Plan. Employees who enter the DROP Program have an option of either receiving their earned compensated absences when they enter the program in one lump sum, or to receive the lump sum at the end of their employment with the City. The purpose of this program is to provide a way for retirees to accumulate additional savings while continuing employment.

**CITY OF LAKE CITY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
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**(13) Employee Retirement Systems and Pension Funds:** (Continued)

Costs incurred by each of the plans for administration of the plans, which includes legal and actuarial fees, trustee fees and investment advisory fees, are borne by the respective retirement plans and are included in the actuarial analysis of the required funding amounts.

**Benefits Provided and Employees Covered**

Each Plan provides retirement, disability, and death benefits to plan participants and beneficiaries. Cost of living adjustments are provided to retirees and beneficiaries in accordance with the respective plan provisions. Each of the Plans has contracted with an actuary to provide an actuarial valuation of each plan as of October 1 of each year. Current membership in the employee retirement plans was composed of the following at October 1, 2022:

	<b>General Employees' Plan</b>	<b>Police Officers' Plan</b>	<b>Firemen's Plan</b>
Retirees and beneficiaries currently receiving benefits, including DROP participants and disabled retirees	100	29	22
Vested terminated employees	9	31	3
Active participants	13	38	22
Pending refunds	-	-	4
Total current membership	122	98	51

*General Employees' Plan*

The General Employees' Plan is a single-employer, defined benefit plan that provides retirement, disability, and death benefits to regular full-time employees who are not classified as full-time sworn police officers or firefighters. As of January 1, 2006, the General Employees' Plan was closed to all new employees and participating employees were given the option to withdraw from the plan.

The General Employees' Plan is administered by a Board of Trustees established by City Ordinance. The Board is comprised of two appointees of the City Council, two members elected by the membership, and one member elected by the other four and appointed by the City Council. The City Council has the authority to establish and amend the benefit provisions of the plan.

For non-elected members, normal retirement is generally available upon the earlier of: 1) attainment of age sixty-two and the completion of ten years of credited service, or 2) completion of thirty years of credited service regardless of age. For elected members, normal retirement is available upon attainment of age sixty-two and completion of eight years of credited service. Early retirement is available with reduced benefit upon the attainment of age fifty-two and the completion of ten years of credited service for non-elected members and attainment of age fifty-two and the completion of eight years of service in excess of fifteen years.

For non-elected members, the normal retirement benefit shall be equal to 2.00% of final average earnings times the first fifteen years of credited service plus 2.50% of final average earnings times credited service in excess of fifteen years. For elected members, the normal retirement benefit shall be equal to 3.00% of final average earnings times the first fifteen years of credited service plus 3.50% of final average earnings times credited service in excess of fifteen years.



**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

Benefit terms also provide for a disability benefit, an annual 2% cost-of-living adjustment to members who completed at least twenty years of credited service and a health supplement.

The funding policy is established by City Ordinance, which may be amended by the City Council. The City is required to contribute at an actuarially determined rate. Plan members are required to contribute 2% of their annual covered salary.

The Board of Trustees is responsible for establishing and amending the General Employees Plan investment policies.

*Police Officers' Plan*

The Police Officers' Plan is a single-employer, defined benefit plan that provides retirement, disability, and death benefits to full-time police officers.

The Police Officers' Plan is administered by a Board of Trustees established by City Ordinance. The Board is comprised of two appointees of the City Council, two members elected by the membership, and one member elected by the other four and appointed by the City Council. The City Council has the authority to establish and amend the benefit provisions of the plan.

Normal retirement is available upon the earlier of: 1) attainment of age fifty-five and completion of ten years of credited service, or 2) attainment of age fifty-two and completion of twenty-five years of credited service. Early retirement is available with reduced benefit upon the attainment of age fifty and the completion of ten years of credited service.

The normal retirement benefit shall be equal to 3.00% of final compensation times years of credited service. Benefit terms also provide for a disability benefit, an annual 2% cost-of-living adjustment to members who have attained age sixty and a health supplement.

The funding policy is established by City Ordinance, which may be amended by the City Council. The City is required to contribute at an actuarially determined rate. Plan members are required to contribute 5% of their annual covered salary.

The Board of Trustees is responsible for establishing and amending the Police Plan investment policies.

*Firemen's Plan*

The Firemen's Plan is a single-employer, defined benefit plan that provides retirement, disability, and death benefits to full-time firefighters.

The Firemen's Plan is administered by the Firemen's Pension Board. The Board is comprised of two appointees of the City Council, two members elected by the membership, and one member elected by the other four and appointed by the City Council. The City Council has the authority to establish and amend the benefit provisions of the plan.

Normal retirement is available upon the earlier of: 1) attainment of age fifty-five and completion of ten years of credited service, or 2) attainment of age fifty-two and completion of twenty-five years of credited service. Early retirement is available with reduced benefit upon the attainment of age fifty and the completion of ten years of credited service.

The normal retirement benefit shall be equal to 2.75% of final compensation times years of credited service. Benefit terms also provide for a disability benefit, an annual 2% cost-of-living adjustment to members who have attained age sixty and a health supplement.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

The funding policy is established by City Ordinance, which may be amended by the City Council. The City is required to contribute at an actuarially determined rate. Plan members are required to contribute 5% of their annual covered salary.

The Board of Trustees is responsible for establishing and amending the Fire Plan investment policies.

**Financial Statements**

The financial statements of the plans are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. The City's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. All plan investments are reported at fair value. The City's single-employer pension plans do not issue stand-alone financial statements.

**Contributions**

The State of Florida also makes contributions to the Firefighters' and Police Officers' Retirement Plans in accordance with Chapter 175 and Chapter 185 of the Florida Statutes as amended by the State Legislature. This contribution by the State of Florida is first recognized as revenue in the General Fund before being transferred to the Pension Fund. The City's actual annual contribution for each plan is determined by subtracting estimated employee contributions and actual State of Florida contributions from the total annual required contribution as determined by the actuary.

Contributions to the City's pension plans for the year ended September 30, 2023, were as follows:

	<b>General Employees' Plan</b>	<b>Police Officers' Plan</b>	<b>Firemen's Plan</b>	<b>Total</b>
Employee contributions	\$ 11,081	\$ 110,177	\$ 72,723	\$ 193,981
City contributions	74,959	156,450	117,375	348,784
State contributions	-	165,145	90,501	255,646
Total contributions	<u>\$ 86,040</u>	<u>\$ 431,772</u>	<u>\$ 280,599</u>	<u>\$ 798,411</u>

**Investment Policy**

See Note (3) for additional discussion of the investment policies for each of the Plans. The following was the asset allocation policy for each of the plans at September 30, 2023:

<b>Asset Class</b>	<b>Target Asset Allocation</b>		
	<b>General Employees' Plan</b>	<b>Police Officers' Plan</b>	<b>Firemen's Plan</b>
Domestic equities	80%	50%	60%
Bonds	15%	0%	15%
Cash and equivalents	2%	0%	0%
Real estate	3%	10%	15%
International equities	0%	15%	10%
Broad market fixed income	0%	20%	0%
Non-core fixed income	0%	5%	0%

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

**Net Pension Liability (Asset)**

The components of the net pension liability (asset) of the pension plans at September 30, 2023, were as follows:

	<u>General Employees' Plan</u>	<u>Police Officers' Plan</u>	<u>Firemen's Plan</u>	<u>Total</u>
Total pension liability	\$ 23,315,803	\$ 17,672,466	\$ 12,366,618	\$ 53,354,887
Plan fiduciary net position	<u>(21,148,432)</u>	<u>(18,297,610)</u>	<u>(10,551,965)</u>	<u>(49,998,007)</u>
Net pension liability (asset)	<u>\$ 2,167,371</u>	<u>\$ (625,144)</u>	<u>\$ 1,814,653</u>	<u>\$ 3,356,880</u>
 Plan fiduciary net position as percentage of total pension liability	 90.70%	 103.54%	 85.33%	 93.71%

The total pension liability was determined by actuarial valuation as of October 1, 2022 and measurement dates of September 30, 2023, using the following actuarial assumptions to all measurement periods.

	<u>General Employees' Plan</u>	<u>Police Officers' Plan</u>	<u>Firemen's Plan</u>
Inflation	2.75%	2.50%	2.75%
Salary increases	4.00-7.00%	Service-based	4.00-7.00%
Investment rate of return	7.25%	7.00%	7.55%
Mortality table	FRS Tables	FRS Tables	FRS Tables

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates.

Best estimates of arithmetic real rates of return for each major class included in the pension plan's target asset allocation as of September 30, 2023, are summarized in the following table:

<u>Asset Class</u>	<u>Long Term Expected Real Rate of Return</u>		
	<u>General Employees' Plan</u>	<u>Police Officers' Plan</u>	<u>Firemen's Plan</u>
Domestic equities	8.3%	7.50%	9.3%
Bonds	5.3%	n/a	5.3%
Cash and equivalents	1.8%	n/a	1.8%
Real estate	7.3%	4.50%	7.3%
International equities	10.3%	8.50%	10.3%
Treasuries	4.8%	n/a	4.8%
Broad market fixed income	n/a	2.50%	n/a
Non-core fixed income	n/a	3.50%	n/a

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

*Discount rate*

The discount rate used to measure the total pension liability for each pension plan varied as discussed on the following pages. The projection of cash flows used to determine the discount rate assumed the plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

*Changes in net pension liability:*

Changes in each plan's net pension liability were as follows:

	<b>General Employees' Plan</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability (asset) (a - b)</b>
Beginning Balance	\$ 23,309,799	\$ 20,288,195	\$ 3,021,604
Changes for year:			
Service cost	43,874	-	43,874
Interest	1,629,032	-	1,629,032
Differences between expected/actual experience	101,660	-	101,660
Changes of assumptions	-	-	-
Contributions – employer	-	74,959	(74,959)
Contributions – employee	-	11,081	(11,081)
Net investment income	-	2,583,563	(2,583,563)
Benefit payments, including refunds	(1,768,562)	(1,768,562)	-
Administrative expenses	-	(40,804)	40,804
Net changes	6,004	860,237	(854,233)
Ending Balance	<u>\$ 23,315,803</u>	<u>\$ 21,148,432</u>	<u>\$ 2,167,371</u>
	<b>Police Officers' Plan</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability (asset) (a - b)</b>
Beginning Balance	\$ 16,300,528	\$ 16,538,248	\$ (237,720)
Changes for year:			
Service cost	359,031	-	359,031
Interest	1,133,018	-	1,133,018
Differences between expected/actual experience	827,073	-	827,073
Contributions – employer	-	156,450	(156,450)
Contributions – state	-	165,145	(165,145)
Contributions – employee	-	110,177	(110,177)
Net investment income	-	2,325,347	(2,325,347)
Benefit payments, including refunds	(947,184)	(947,184)	-
Administrative expenses	-	(50,573)	50,573
Net changes	1,371,938	(1,759,362)	(387,424)
Ending Balance	<u>\$ 17,672,466</u>	<u>\$ 14,778,886</u>	<u>\$ (625,144)</u>

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

	<b>Firemen's Plan</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability (asset) (a - b)</b>
Beginning Balance	\$ 11,807,718	\$ 10,093,119	\$ 1,714,599
Changes for year:			
Service cost	181,746	-	181,746
Interest	844,989	-	844,989
Differences between expected/actual experience	201,046	-	201,046
Changes of assumptions	-	-	-
Contributions – employer	-	117,375	(117,375)
Contributions – state	-	90,501	(90,501)
Contributions – employee	-	72,723	(72,723)
Net investment income	-	928,664	(928,664)
Benefit payments, including refunds	(668,881)	(668,881)	-
Administrative expenses	-	(81,536)	81,536
Net changes	<u>558,900</u>	<u>458,846</u>	<u>100,054</u>
Ending Balance	<u>\$ 12,366,618</u>	<u>\$ 10,551,965</u>	<u>\$ 1,814,653</u>

*Sensitivity of the net pension liability to changes in the discount rate:*

The following presents the net pension liability of the City calculated using the selected discount rates, as well as what the City's net pension liability (NPL) would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

<b>Plan</b>	<b>Current Discount Rate</b>	<b>NPL with 1% Decrease</b>	<b>NPL at Current Discount Rate</b>	<b>NPL with 1% Increase</b>
General Employees	7.25%	\$ 4,511,035	\$ 2,167,371	\$ 324,324
Police	7.00%	1,693,854	(625,144)	(2,522,848)
Fire	7.55%	3,308,285	1,814,653	695,119
Total		<u>\$ 9,513,174</u>	<u>\$ 3,356,880</u>	<u>\$ (1,503,405)</u>

For the year ended September 30, 2023, the annual-money weighted rate of return on each pension plan investments, net of pension plan investment expense was as follows:

	<b>General Employees Plan</b>	<b>Police Officers' Plan</b>	<b>Firemen's Plan</b>
Annual money-weighted rate of return	12.49%	14.31%	9.10%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

**Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions**

For the year ended September 30, 2023, the City recognized pension expense of \$1,031,399, \$872,026, and \$732,166 in the General Employees, Police Officers', and Firemen's pension plans, respectively, for a total of \$2,635,951.

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<b>General Employees' Plan</b>		<b>Police Officers' Plan</b>		<b>Firemen's Plan</b>	
	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences between expected and actual experience	\$ -	\$ -	\$ 551,382	\$ (225,247)	\$ 192,803	\$ (231,192)
Changes of assumptions	-	-	-	(35,664)	320,240	-
Net different between projected and actual investment earnings	3,961,344	(2,275,820)	1,168,504	-	1,924,086	(793,576)
	<u>\$ 3,961,344</u>	<u>\$ (2,275,820)</u>	<u>\$ 1,719,886</u>	<u>\$ (260,911)</u>	<u>\$ 2,437,129</u>	<u>\$ (1,024,768)</u>

Amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	<b>General Employees' Plan</b>	<b>Police Officers' Plan</b>	<b>Firemen's Plan</b>
2024	\$ 426,564	\$ 286,907	\$ 390,489
2025	413,067	660,228	337,057
2026	1,080,921	749,336	628,895
2027	(235,028)	(237,496)	22,412
2028	-	-	33,508
Thereafter	-	-	-

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**NOTES TO FINANCIAL STATEMENTS**  
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(13) **Employee Retirement Systems and Pension Funds:** (Continued)

**C. Pension Fund Financial Statements**

The City does not issue separate financial statements for General Employees', Police Officers', or Firemen's Pension Plan. The basic financial statements of the City include a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position that presents a single column presented by fund type for all pension trust funds. Presented below are the financial statements for each pension trust fund as of and for the year ended September 30, 2023:

**STATEMENT OF FIDUCIARY NET POSITION**

	<u>General Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>	<u>Total</u>
<b>ASSETS</b>				
Cash and cash equivalents with trustee	\$ 1,607,056	\$ 1,073,292	\$ 341,955	\$ 3,022,303
Total cash and cash equivalents	<u>1,607,056</u>	<u>1,073,292</u>	<u>341,955</u>	<u>3,022,303</u>
Receivables				
Contributions receivable	-	-	94,311	94,311
Interest and dividends receivable	25,179	36,844	30,512	92,535
Total receivables	<u>25,179</u>	<u>36,844</u>	<u>124,823</u>	<u>186,846</u>
Investments, at fair value				
Corporate bonds	694,631	4,874,219	487,565	6,056,415
Municipal bonds	3,312,488	-	1,132,568	4,445,056
Equities	13,010,221	12,378,745	7,317,482	32,706,448
Mutual funds	2,498,857	-	-	2,498,857
Real estate funds	-	-	1,152,938	1,152,938
Total investments	<u>19,516,197</u>	<u>17,252,964</u>	<u>10,090,553</u>	<u>46,859,714</u>
Total assets	<u>\$ 21,148,432</u>	<u>\$ 18,363,100</u>	<u>\$ 10,557,331</u>	<u>\$ 50,068,863</u>
<b>LIABILITIES</b>				
Accounts payable	\$ -	\$ 65,490	\$ 1,556	\$ 67,046
Total liabilities	<u>\$ -</u>	<u>\$ 65,490</u>	<u>\$ 1,556</u>	<u>\$ 67,046</u>
<b>NET POSITION</b>				
Restricted for pensions	<u>\$ 21,148,432</u>	<u>\$ 18,297,610</u>	<u>\$ 10,555,775</u>	<u>\$ 50,001,817</u>

**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(13) **Employee Retirement Systems and Pension Funds:** (Continued)

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**

	<u>General Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>	<u>Total</u>
<b>Additions</b>				
Contributions:				
Employer	\$ 74,959	\$ 156,450	\$ 117,375	\$ 348,784
Plan members	11,081	110,177	72,723	193,981
State - insurance premium taxes	-	165,145	90,501	255,646
Total contributions	<u>86,040</u>	<u>431,772</u>	<u>280,599</u>	<u>798,411</u>
Investment earnings				
Net appreciation (depreciation) in fair value of investments	2,121,689	1,687,642	740,768	4,550,099
Interest and dividends	589,383	677,093	239,065	1,505,541
Total investment earnings	<u>2,711,072</u>	<u>2,364,735</u>	<u>979,833</u>	<u>6,055,640</u>
Less: investment expense	<u>(126,445)</u>	<u>(39,388)</u>	<u>(47,359)</u>	<u>(213,192)</u>
Net investment income (loss)	2,584,627	2,325,347	932,474	5,842,448
Total additions	<u>2,670,667</u>	<u>2,757,119</u>	<u>1,213,073</u>	<u>6,640,859</u>
<b>Deductions</b>				
Benefit payments and refunds	1,768,561	947,184	668,881	3,384,626
Administrative expenses	41,869	50,573	81,536	173,978
Total deductions	<u>1,810,430</u>	<u>997,757</u>	<u>750,417</u>	<u>3,558,604</u>
<b>Change in net position</b>	860,237	1,759,362	462,656	3,082,255
<b>Net position restricted for pensions, beginning of year</b>	20,288,195	16,538,248	10,093,119	46,919,562
<b>Net position restricted for pensions, end of year</b>	<u>\$ 21,148,432</u>	<u>\$ 18,297,610</u>	<u>\$ 10,555,775</u>	<u>\$ 50,001,817</u>

(14) **Fund Deficits:**

The Airport Capital Projects Fund deficit of \$225,321 represents the cumulative costs of projects in excess of fund revenues. This is primarily due to expenses that should have been budgeted for and recorded in the general fund.

The Drug Task Force Grant Special Revenue Fund deficit of \$3,977 primarily represents expenditures in excess of grant revenues in prior years and current year due to expenses budgeted and charged that ultimately were not grant eligible expenses.



**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(15) Recent Accounting Pronouncements:**

The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for fiscal years subsequent to September 30, 2023, that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

- (a) GASB issued Statement No. 101, *Compensated Absences*, in June 2022. GASB Statement No. 101 amends various provisions regarding the calculation methodology and required disclosures related to the liability for compensated absences. The provisions for GASB 101 are effective for fiscal years beginning after December 15, 2023.
- (b) GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. The objective of GASB 102 is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The effective date for implementation is fiscal years beginning after June 15, 2024, and all reporting periods thereafter.
- (c) GASB issued Statement No. 103, *Financial Reporting Model Improvements*, in April 2024. The objective of GASB 103 improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The effective date for implementation is fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

**REQUIRED SUPPLEMENTARY INFORMATION**

**CITY OF LAKE CITY, FLORIDA  
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY  
AND RELATED RATIOS  
LAST 10 FISCAL YEARS  
(UNAUDITED)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
<b>Total OPEB Liability</b>						
Service cost	\$ 28,992	\$ 12,413	\$ 12,001	\$ 30,155	\$ 5,703	\$ 6,136
Interest	18,709	13,365	12,762	44,414	5,361	5,232
Difference between expected and actual experience	-	(14,855)	-	13,789	-	-
Changes of assumptions	(3,647)	(5,754)	-	(39,452)	6,934	(6,155)
Estimated benefit payments	(18,197)	(20,183)	(19,222)	(61,624)	(21,046)	(19,532)
Change in actuarial methodology	-	-	-	264,498	-	-
Net change in total OPEB liability	<u>25,857</u>	<u>(15,014)</u>	<u>5,541</u>	<u>251,780</u>	<u>(3,048)</u>	<u>(14,319)</u>
Total OPEB liability - beginning of year	372,218	387,232	381,691	129,911	132,959	147,278
<b>Total OPEB liability - end of year</b>	<u><u>\$ 398,075</u></u>	<u><u>\$ 372,218</u></u>	<u><u>\$ 387,232</u></u>	<u><u>\$ 381,691</u></u>	<u><u>\$ 129,911</u></u>	<u><u>\$ 132,959</u></u>
Covered employee payroll	\$ 10,936,162	\$ 10,515,540	\$ 10,174,196	\$ 9,782,881	\$ 10,197,400	\$ 9,819,243
Total OPEB liability as a percentage of covered employee payroll	3.64%	3.54%	3.81%	3.90%	1.27%	1.35%

Notes to Schedule:

There are no assets accumulated in a trust that pay for related benefits.

Valuation date:	9/30/2022	9/30/2022	9/30/2020	9/30/2020	9/30/2018	9/30/2018
Measurement date:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018

Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

4.87%	4.77%	3.43%	3.43%	3.58%	4.18%
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Benefit Payments. The plan sponsor did not provide actual net benefits paid by the Plan for the fiscal year ending on September 30, 2023. Expected net benefit payments produced by the valuation model for the same period are shown in the table above.

\*10 years of data will be presented as it becomes available.

**CITY OF LAKE CITY, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS**  
**GENERAL EMPLOYEES' PENSION PLAN**  
**SEPTEMBER 30, 2023**  
**(UNAUDITED)**

Fiscal Year Ending September 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
<b>Total Pension Liability</b>										
Service cost	\$ 43,874	\$ 47,311	\$ 44,592	\$ 61,012	\$ 60,437	\$ 93,780	\$ 92,950	\$ 126,321	\$ 151,095	\$ 193,901
Interest	1,629,032	1,649,585	1,684,732	1,800,627	1,790,729	1,765,941	1,661,505	1,652,136	1,604,706	1,642,659
Difference between actual and expected experience	101,660	39,130	(273,272)	(502,409)	2,584	141,087	-	(241,541)	52,506	(512,911)
Changes of assumptions	-	695,769	203,117	(792,801)	-	-	1,052,237	-	40,814	39,439
Benefit payments including refunds of contributions	(1,768,562)	(1,846,970)	(1,824,472)	(1,698,079)	(1,755,133)	(1,540,109)	(1,379,802)	(1,385,504)	(1,190,298)	(1,139,297)
Net change in total pension liability	6,004	584,825	(165,303)	(1,131,650)	98,617	460,699	1,426,890	151,412	658,823	223,791
Total pension liability - beginning	23,309,799	22,724,974	22,890,277	24,021,927	23,923,310	23,462,611	22,035,721	21,884,309	21,225,486	21,001,695
<b>Total pension liability - ending (a)</b>	<u>\$ 23,315,803</u>	<u>\$ 23,309,799</u>	<u>\$ 22,724,974</u>	<u>\$ 22,890,277</u>	<u>\$ 24,021,927</u>	<u>\$ 23,923,310</u>	<u>\$ 23,462,611</u>	<u>\$ 22,035,721</u>	<u>\$ 21,884,309</u>	<u>\$ 21,225,486</u>
<b>Total Fiduciary Net Position</b>										
Contributions - employer	\$ 74,959	\$ 534,812	\$ 731,849	\$ 793,601	\$ 904,774	\$ 959,005	\$ 960,362	\$ 903,328	\$ 985,384	\$ 1,089,395
Contributions - employee	11,081	9,447	12,610	13,594	14,057	16,597	19,425	23,359	26,763	31,280
Net investment income	2,583,563	(4,646,657)	4,862,079	1,580,006	623,945	2,324,679	2,453,755	1,575,111	(252,263)	1,690,061
Benefit payments, including refunds of contributions	(1,768,562)	(1,846,970)	(1,678,087)	(1,698,079)	(1,755,133)	(1,540,109)	(1,379,802)	(1,385,504)	(1,190,298)	(1,144,518)
Administrative expense	(40,804)	(35,193)	(30,390)	(35,699)	(34,861)	(38,286)	(32,166)	(38,134)	(39,845)	(34,060)
Net change in plan fiduciary net position	860,237	(5,984,561)	3,898,061	653,423	(247,218)	1,721,886	2,021,574	1,078,160	(470,259)	1,632,158
Plan fiduciary net position - beginning	20,288,195	26,272,756	22,374,695	21,721,272	21,968,490	20,246,604	18,225,030	17,146,870	17,617,129	15,984,971
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 21,148,432</u>	<u>\$ 20,288,195</u>	<u>\$ 26,272,756</u>	<u>\$ 22,374,695</u>	<u>\$ 21,721,272</u>	<u>\$ 21,968,490</u>	<u>\$ 20,246,604</u>	<u>\$ 18,225,030</u>	<u>\$ 17,146,870</u>	<u>\$ 17,617,129</u>
<b>Net pension liability (asset) - ending (a) - (b)</b>	<u>\$ 2,167,371</u>	<u>\$ 3,021,604</u>	<u>\$ (3,547,782)</u>	<u>\$ 515,582</u>	<u>\$ 2,300,655</u>	<u>\$ 1,954,820</u>	<u>\$ 3,216,007</u>	<u>\$ 3,810,691</u>	<u>\$ 4,737,439</u>	<u>\$ 3,608,357</u>
Plan fiduciary net position as a percentage of the total pension liability	90.70%	87.04%	115.61%	97.75%	90.42%	91.83%	86.29%	82.71%	78.35%	83.00%
Covered payroll	\$ 573,197	\$ 653,842	\$ 641,929	\$ 757,478	\$ 855,211	\$ 1,015,616	\$ 1,087,009	\$ 1,129,111	\$ 1,496,576	\$ 1,625,433
Net pension liability (asset) as a percentage of covered payroll	378.12%	462.13%	-552.68%	68.07%	269.02%	192.48%	295.86%	337.49%	316.55%	221.99%

**CITY OF LAKE CITY, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS**  
**POLICE OFFICERS' PENSION PLAN**  
**SEPTEMBER 30, 2023**  
**(UNAUDITED)**

Fiscal Year Ending September 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
<b>Total Pension Liability</b>										
Service cost	\$ 359,031	\$ 274,854	\$ 315,202	\$ 337,030	\$ 340,336	\$ 368,645	\$ 341,397	\$ 437,718	\$ 425,461	\$ 432,783
Interest	1,133,018	1,118,723	1,122,896	1,133,857	1,099,762	1,041,883	1,050,183	1,014,179	969,009	906,193
Change in excess of state money	-	-	(10,334)	-	-	-	-	-	-	-
Share plan allocation	-	-	10,334	-	-	-	-	-	-	-
Changes in benefit terms	-	-	-	-	-	-	-	(132,292)	-	-
Difference between actual and expected experience	827,073	(345,638)	(13,697)	(550,169)	(185,395)	155,061	(741,233)	(303,219)	(118,614)	-
Changes of assumptions	-	-	535,602	(178,322)	-	-	-	587,453	-	-
Benefit payments including refunds of contributions	(947,184)	(908,632)	(931,731)	(801,700)	(791,895)	(739,201)	(837,333)	(609,763)	(536,201)	(506,056)
Net change in total pension liability	1,371,938	139,307	1,028,272	(59,304)	462,808	826,388	(186,986)	994,076	739,655	832,920
Total pension liability - beginning	16,300,528	16,161,221	15,132,949	15,192,253	14,729,445	13,903,057	14,090,043	13,095,967	12,356,312	11,523,392
<b>Total pension liability - ending (a)</b>	<u>\$ 17,672,466</u>	<u>\$ 16,300,528</u>	<u>\$ 16,161,221</u>	<u>\$ 15,132,949</u>	<u>\$ 15,192,253</u>	<u>\$ 14,729,445</u>	<u>\$ 13,903,057</u>	<u>\$ 14,090,043</u>	<u>\$ 13,095,967</u>	<u>\$ 12,356,312</u>
<b>Total Fiduciary Net Position</b>										
Contributions - employer	\$ 156,450	\$ 177,585	\$ 189,148	\$ 185,478	\$ 237,500	\$ 296,710	\$ 297,723	\$ 514,483	\$ 689,254	\$ 605,655
Contributions - state	165,145	141,291	132,580	122,100	117,283	105,293	112,064	118,886	95,363	95,877
Contributions - employee	110,177	98,668	83,695	85,175	87,382	93,893	85,582	84,732	88,082	84,726
Net investment income	2,325,347	(3,511,730)	3,153,185	1,794,659	633,430	1,379,459	1,595,827	1,279,744	(359,178)	1,184,164
Benefit payments, including refunds of contributions	(947,184)	(908,632)	(931,731)	(801,700)	(791,895)	(739,201)	(837,333)	(609,763)	(536,201)	(506,056)
Administrative expense	(50,573)	(49,769)	(43,468)	(35,156)	(37,873)	(37,338)	(33,774)	(44,309)	(33,094)	(20,159)
Net change in plan fiduciary net position	1,759,362	(4,052,587)	2,583,409	1,350,556	245,827	1,098,816	1,220,089	1,343,773	(55,774)	1,444,207
Plan fiduciary net position - beginning	16,538,248	20,590,835	18,007,426	16,656,870	16,411,043	15,312,227	14,092,138	12,748,365	12,804,139	11,359,932
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 18,297,610</u>	<u>\$ 16,538,248</u>	<u>\$ 20,590,835</u>	<u>\$ 18,007,426</u>	<u>\$ 16,656,870</u>	<u>\$ 16,411,043</u>	<u>\$ 15,312,227</u>	<u>\$ 14,092,138</u>	<u>\$ 12,748,365</u>	<u>\$ 12,804,139</u>
<b>Net pension liability (asset) - ending (a) - (b)</b>	<u>\$ (625,144)</u>	<u>\$ (237,720)</u>	<u>\$ (4,429,614)</u>	<u>\$ (2,874,477)</u>	<u>\$ (1,464,617)</u>	<u>\$ (1,681,598)</u>	<u>\$ (1,409,170)</u>	<u>\$ (2,095)</u>	<u>\$ 347,602</u>	<u>\$ (447,827)</u>
Plan fiduciary net position as a percentage of the total pension liability	103.54%	101.46%	127.41%	118.99%	109.64%	111.42%	110.14%	100.01%	97.35%	103.62%
Covered payroll	\$ 2,203,532	\$ 1,973,362	\$ 1,673,911	\$ 1,703,503	\$ 1,747,646	\$ 1,877,855	\$ 1,711,639	\$ 1,694,648	\$ 1,819,061	\$ 1,694,522
Net pension liability as a percentage of covered payroll	-28.37%	-12.05%	-264.63%	-168.74%	-83.81%	-89.55%	-82.33%	-0.12%	19.11%	-26.43%

**CITY OF LAKE CITY, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS**  
**FIREMEN'S PENSION PLAN**  
**SEPTEMBER 30, 2023**  
**(UNAUDITED)**

Fiscal Year Ending September 30,	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
<b>Total Pension Liability</b>										
Service cost	\$ 181,746	\$ 116,411	\$ 116,968	\$ 135,094	\$ 99,824	\$ 153,355	\$ 141,339	\$ 129,860	\$ 129,239	\$ 120,314
Interest	844,989	841,815	838,458	813,550	826,579	786,676	750,730	723,418	661,734	594,942
Difference between actual and expected experience	201,046	(178,334)	(224,605)	75,794	(521,796)	341,659	-	(83,851)	212,813	759,502
Changes of assumptions	-	368,491	122,196	40,444	-	-	173,054	-	204,390	-
Benefit payments including refunds of contributions	(668,881)	(748,253)	(577,387)	(590,510)	(625,468)	(801,078)	(425,576)	(431,420)	(449,619)	(369,386)
Net change in total pension liability	558,900	400,130	275,630	474,372	(220,861)	480,612	639,547	338,007	758,557	1,105,372
Total pension liability - beginning	11,807,718	11,407,588	11,131,958	10,657,586	10,878,447	10,397,835	9,758,288	9,420,281	8,661,724	7,556,352
<b>Total pension liability - ending (a)</b>	<u>\$ 12,366,618</u>	<u>\$ 11,807,718</u>	<u>\$ 11,407,588</u>	<u>\$ 11,131,958</u>	<u>\$ 10,657,586</u>	<u>\$ 10,878,447</u>	<u>\$ 10,397,835</u>	<u>\$ 9,758,288</u>	<u>\$ 9,420,281</u>	<u>\$ 8,661,724</u>
<b>Total Fiduciary Net Position</b>										
Contributions - employer	\$ 117,375	\$ 226,116	\$ 249,735	\$ 312,178	\$ 355,220	\$ 314,888	\$ 368,917	\$ 305,436	\$ 254,845	\$ 294,336
Contributions - state	90,501	69,290	69,520	64,182	63,423	63,787	-	-	-	-
Contributions - employee	72,723	47,764	48,297	48,149	46,851	41,533	43,185	41,491	41,979	41,811
Net investment income	928,664	(2,174,716)	2,358,089	523,436	168,343	1,124,631	1,111,293	1,066,780	(289,594)	971,584
Benefit payments, including refunds of contributions	(668,881)	(748,253)	(577,387)	(590,510)	(625,468)	(801,078)	(425,576)	(431,420)	(449,619)	(369,386)
Administrative expense	(81,536)	(40,481)	(47,817)	(57,355)	(51,202)	(61,945)	(54,477)	(43,425)	(38,590)	(30,193)
Other	-	-	-	-	-	-	-	-	32,341	-
Net change in plan fiduciary net position	458,846	(2,620,280)	2,100,437	300,080	(42,833)	681,816	1,043,342	938,862	(448,638)	908,152
Plan fiduciary net position - beginning	10,093,119	12,713,399	10,612,962	10,312,882	10,355,715	9,673,899	8,630,557	7,691,695	8,140,333	7,232,181
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 10,551,965</u>	<u>\$ 10,093,119</u>	<u>\$ 12,713,399</u>	<u>\$ 10,612,962</u>	<u>\$ 10,312,882</u>	<u>\$ 10,355,715</u>	<u>\$ 9,673,899</u>	<u>\$ 8,630,557</u>	<u>\$ 7,691,695</u>	<u>\$ 8,140,333</u>
<b>Net pension liability (asset) - ending (a) - (b)</b>	<u>\$ 1,814,653</u>	<u>\$ 1,714,599</u>	<u>\$ (1,305,811)</u>	<u>\$ 518,996</u>	<u>\$ 344,704</u>	<u>\$ 522,732</u>	<u>\$ 723,936</u>	<u>\$ 1,127,731</u>	<u>\$ 1,728,586</u>	<u>\$ 521,391</u>
Plan fiduciary net position as a percentage of the total pension liability	85.33%	85.48%	111.45%	95.34%	96.77%	95.19%	93.04%	88.44%	81.65%	93.98%
Covered payroll	\$ 1,212,587	\$ 852,342	\$ 928,815	\$ 1,019,505	\$ 793,729	\$ 879,278	\$ 861,178	\$ 834,327	\$ 805,330	\$ 808,371
Net pension liability as a percentage of covered payroll	149.65%	201.16%	-140.59%	50.91%	43.43%	59.45%	84.06%	135.17%	214.64%	64.50%

**CITY OF LAKE CITY, FLORIDA  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CONTRIBUTIONS  
GENERAL EMPLOYEES' PENSION PLAN  
SEPTEMBER 30, 2023  
(UNAUDITED)**

<u>Fiscal Year</u>	<u>Actuarially Determined Contribution (ADC)</u>	<u>Contributions in Relation to ADC</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as Percentage of Employee Payroll</u>
2023	\$ 71,510	\$ 77,676	\$ (6,166)	\$ 573,197	13.55%
2022	77,783	555,001	(477,218)	653,842	84.88%
2021	758,079	759,842	(1,763)	641,929	118.37%
2020	798,065	824,353	(26,288)	757,478	108.83%
2019	930,235	939,834	(9,599)	855,211	109.89%
2018	974,284	996,166	(21,882)	1,015,616	98.08%
2017	995,683	997,576	(1,893)	1,087,009	91.77%
2016	976,209	938,332	37,877	1,129,111	83.10%
2015	988,182	1,023,568	(35,386)	1,496,576	68.39%
2014	1,123,502	1,130,821	(7,319)	1,625,433	69.57%

Notes to Schedule:

Valuation Date: 10/1/2022

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Individual Entry Age, Level Percent of Pay
Amortization Method:	Level Dollar, Closed
Remaining Amortization Period:	N/A
Asset Valuation Method:	Actuarial Value, Based on 5-year Recognition of Returns Greater or Less Than the Assumed Investment Return.
Inflation:	2.75%
Investment Rate of Return:	7.25%
Salary Increases:	7% to 4%
Retirement Age:	100% at Normal Retirement Eligibility Date
Mortality:	FRS Mortality Table

**CITY OF LAKE CITY, FLORIDA  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CONTRIBUTIONS  
POLICE OFFICERS' PENSION PLAN  
SEPTEMBER 30, 2023  
(UNAUDITED)**

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Payroll	Contributions as Percentage of Employee Payroll
2023	\$ 341,547	\$ 321,595	\$ 19,952	\$ 2,203,532	14.59%
2022	343,365	318,876	24,489	1,973,362	16.16%
2021	291,260	321,728	(30,468)	1,673,911	19.22%
2020	294,706	307,578	(12,872)	1,703,503	18.06%
2019	328,557	354,783	(26,226)	1,747,646	20.30%
2018	339,892	402,003	(62,111)	1,877,855	21.41%
2017	373,137	409,787	(36,650)	1,711,639	23.94%
2016	460,944	633,369	(172,425)	1,694,648	37.37%
2015	598,956	784,617	(185,661)	1,819,061	43.13%
2014	701,532	701,532	-	1,694,522	41.40%

Notes to Schedule:

Valuation Date: 10/1/2021

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Entry Age Normal Actuarial Cost Method  
Amortization Method: Level Percentage of Pay, Closed  
Remaining Amortization Period: 30 Years (as of 10/1/2015 Valuation)  
Mortality: RP-2000 Table with No Projection - (Disabled Lives Set Forward 5 Years)  
Retirement Age: Earlier of Age 55 and 10 Years of Service, or Age 52 with 25 Years of Service  
Interest Rate: 7.00% per Year Compounded Annually, Net of Investment Related Expenses  
Salary Increases: 15.00% in first year of employment and 4.00% per year during each subsequent year until the assumed retirement age.  
Early Retirement: Commencing with the Attainment of Early Retirement Status, Members are Assumed to Retire with an Immediate Subsidized Benefit at the Rate of 5% per Year  
Payroll Growth: 1.00% per Year  
Cost of Living Adjustment: 2.00% per Year Beginning at Age 60  
Asset Valuation Method: Each Year, the Prior Actuarial Value of Assets is Brought Forward Utilizing the Historical Geometric 4-Year Average Market Value Return; it is Possible that Over Time this Technique will Produce an Insignificant Bias Above or Below Market Value  
Termination and Disability Rate: See Table Below

Age	Percent Terminating During the Year	Percent Becoming Disabled During the Year
20	9.00%	0.15%
30	7.50%	0.20%
40	3.90%	0.35%
50	1.20%	0.90%



**CITY OF LAKE CITY, FLORIDA  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CONTRIBUTIONS  
FIREMEN'S PENSION PLAN  
SEPTEMBER 30, 2023  
(UNAUDITED)**

<b>Fiscal Year</b>	<b>Actuarially Determined Contribution (ADC)</b>	<b>Contributions in Relation to ADC</b>	<b>Contribution Deficiency (Excess)</b>	<b>Covered Payroll</b>	<b>Contributions as Percentage of Employee Payroll</b>
2023	\$ 142,809	\$ 215,412	\$ (72,603)	\$ 1,212,587	17.76%
2022	299,277	306,558	(7,281)	852,342	35.97%
2021	326,538	331,467	(4,929)	928,815	35.69%
2020	296,723	390,944	(94,221)	1,019,505	38.35%
2019	382,219	434,865	(52,646)	793,729	54.79%
2018	384,222	393,349	(9,127)	879,278	44.74%
2017	382,832	383,213	(381)	861,178	44.50%
2016	382,832	317,272	65,560	834,327	38.03%
2015	249,267	264,721	(15,454)	805,330	32.87%
2014	292,123	303,916	(11,793)	808,371	37.60%

Notes to Schedule:

Valuation Date: 10/1/2021

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Individual Entry Age, Level Percent of Pay
Amortization Method:	Level Dollar, Closed
Remaining Amortization Period:	15 years
Asset Valuation Method:	Actuarial Value, Based on 5-year Recognition of Returns Greater or Less Than the Assumed Investment Return.
Inflation:	2.75%
Investment Rate of Return:	7.55%
Salary Increases:	7% to 4%
Retirement Age:	100% at Normal Retirement Eligibility Date
Mortality:	FRS Mortality Table

**CITY OF LAKE CITY, FLORIDA  
 REQUIRED SUPPLEMENTARY INFORMATION  
 SCHEDULES OF INVESTMENT RETURNS  
 SEPTEMBER 30, 2023  
 (UNAUDITED)**

<b>For the Year Ending September 30,</b>	<b>General Employees' Pension Plan</b>	<b>Police Officers' Pension Plan</b>	<b>Firemen's Pension Plan</b>
2023	12.49%	14.31%	9.10%
2022	-19.97%	-17.30%	-19.09%
2021	20.60%	17.80%	20.13%
2020	7.18%	11.03%	4.81%
2019	7.01%	3.91%	1.39%
2018	8.68%	9.11%	9.57%
2017	14.41%	11.49%	13.03%
2016	9.97%	10.06%	14.81%
2015	-0.82%	-2.79%	-2.72%
2014	11.31%	10.38%	14.75%

**CITY OF LAKE CITY, FLORIDA**  
**SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY**  
**LAST 10 FISCAL YEARS**  
**(UNAUDITED)**

	As of the Plan Year Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
<b>Florida Retirement System (FRS)</b>										
Proportion of the net pension liability	0.013997843%	0.014137094%	0.013452569%	0.012749094%	0.012380148%	0.011489332%	0.010534545%	0.010698858%	0.011407846%	0.009832049%
Proportionate share of the net pension liability	\$ 5,577,697	\$ 5,260,135	\$ 1,016,189	\$ 5,525,645	\$ 4,263,551	\$ 3,460,646	\$ 3,116,048	\$ 2,701,470	\$ 1,473,476	\$ 599,900
Covered payroll	6,799,673	6,315,764	5,609,878	5,584,157	5,391,958	5,043,764	4,883,093	4,722,366	4,587,672	3,918,194
Proportionate share of the net pension liability as a percentage of covered payroll	82.03%	83.29%	18.11%	98.95%	79.07%	68.61%	63.81%	57.21%	32.12%	15.31%
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%
<b>Health Insurance Subsidy Program (HIS)</b>										
Proportion of the net pension liability	0.017158944%	0.017326791%	0.015842776%	0.016086160%	0.016118867%	0.015439074%	0.015319547%	0.015298419%	0.015115116%	0.013187655%
Proportionate share of the net pension liability	\$ 2,725,069	\$ 1,835,184	\$ 1,943,355	\$ 1,964,094	\$ 1,803,540	\$ 1,634,089	\$ 1,638,037	\$ 1,782,967	\$ 1,541,506	\$ 1,233,078
Covered payroll	6,799,673	6,315,764	5,609,878	5,584,157	5,391,958	5,043,764	4,883,093	4,722,366	4,587,672	3,918,194
Proportionate share of the net pension liability as a percentage of covered payroll	40.08%	29.06%	34.64%	35.17%	33.45%	32.40%	33.55%	37.76%	33.60%	31.47%
Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

**CITY OF LAKE CITY, FLORIDA  
SCHEDULE OF CONTRIBUTIONS  
LAST 10 FISCAL YEARS  
(UNAUDITED)**

	For the Fiscal Year Ended September 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
<b>Florida Retirement System (FRS)</b>										
Contractually required contribution	\$ 708,463	\$ 585,847	\$ 533,708	\$ 423,596	\$ 383,874	\$ 327,437	\$ 274,240	\$ 260,909	\$ 278,133	\$ 215,364
Contributions in relation to the contractually required contribution	708,463	585,847	533,708	423,596	383,874	327,437	274,240	260,909	278,133	215,364
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 6,984,082	\$ 6,227,331	\$ 5,635,167	\$ 5,584,157	\$ 5,391,958	\$ 5,043,764	\$ 4,883,093	\$ 4,722,366	\$ 4,587,672	\$ 3,918,194
Contributions as a percentage of covered payroll	10.14%	9.41%	9.47%	7.59%	7.12%	6.49%	5.62%	5.52%	6.06%	5.50%
<b>Health Insurance Subsidy Program (HIS)</b>										
Contractually required contribution	\$ 121,465	\$ 103,374	\$ 93,544	\$ 92,697	\$ 89,507	\$ 83,726	\$ 81,075	\$ 78,414	\$ 57,779	\$ 45,176
Contributions in relation to the contractually required contribution	121,465	103,374	93,544	92,697	89,507	83,726	81,075	78,414	57,779	45,176
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 6,984,082	\$ 6,227,331	\$ 5,635,167	\$ 5,584,157	\$ 5,391,958	\$ 5,043,764	\$ 4,883,093	\$ 4,722,366	\$ 4,587,672	\$ 3,918,194
Contributions as a percentage of covered payroll	1.74%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.26%	1.15%

**CITY OF LAKE CITY, FLORIDA  
COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2023**

	<u>Special Revenue Funds</u>						<b>Total Nonmajor Governmental Funds</b>	
	<u>Airport</u>	<u>Seized Assets</u>	<u>Special Police</u>	<u>Drug Task Force Grant</u>	<u>CDBG Housing</u>	<u>Sales Tax Bond</u>		<u>Debt Service</u>
<b>ASSETS</b>								
Equity in pooled cash and cash equivalents	\$ 731,497	\$ 93,324	\$ 80,403	\$ -	\$ -	\$ 1,664,141	\$ 147,398	\$ 2,716,763
Receivables, net	708	-	-	-	-	-	-	708
Due from other governments	-	-	-	16,624	-	-	-	16,624
Leases receivable	6,615,029	-	-	-	-	-	-	6,615,029
Due from other funds	-	-	-	-	-	-	-	-
Inventories	124,033	-	-	-	-	-	-	124,033
Prepaid items	1,992	-	-	-	-	-	-	1,992
Total assets	<u>\$ 7,473,259</u>	<u>\$ 93,324</u>	<u>\$ 80,403</u>	<u>\$ 16,624</u>	<u>\$ -</u>	<u>\$ 1,664,141</u>	<u>\$ 147,398</u>	<u>\$ 9,475,149</u>
<b>LIABILITIES</b>								
Accounts payable and accrued liabilities	\$ 19,564	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ 19,579
Customer deposits	100,000	-	-	-	-	-	-	100,000
Unearned revenue	-	45,630	-	-	-	-	-	45,630
Due to other funds	-	-	-	20,601	-	-	-	20,601
Total liabilities	<u>119,564</u>	<u>45,630</u>	<u>15</u>	<u>20,601</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>185,810</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>								
Deferred inflows related to leases	<u>6,290,413</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,290,413</u>
<b>FUND BALANCES</b>								
Nonspendable:								
Inventories	124,033	-	-	-	-	-	-	124,033
Prepaid items	1,992	-	-	-	-	-	-	1,992
Restricted for:								
Public safety	-	47,694	80,388	-	-	1,664,141	-	1,792,223
Airport	937,257	-	-	-	-	-	-	937,257
Debt service	-	-	-	-	-	-	147,398	147,398
Unassigned	-	-	-	(3,977)	-	-	-	(3,977)
Total fund balances	<u>1,063,282</u>	<u>47,694</u>	<u>80,388</u>	<u>(3,977)</u>	<u>-</u>	<u>1,664,141</u>	<u>147,398</u>	<u>2,998,926</u>
Total liabilities and fund balances	<u>\$ 7,473,259</u>	<u>\$ 93,324</u>	<u>\$ 80,403</u>	<u>\$ 16,624</u>	<u>\$ -</u>	<u>\$ 1,664,141</u>	<u>\$ 147,398</u>	<u>\$ 9,475,149</u>

**CITY OF LAKE CITY, FLORIDA  
COMBINING SCHEDULE OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCE  
NONMAJOR GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Special Revenue Funds</u>						<b>Total Nonmajor Governmental Funds</b>	
	<u>Airport</u>	<u>Seized Assets</u>	<u>Special Police</u>	<u>Drug Task Force Grant</u>	<u>CDBG Housing</u>	<u>Sales Tax Bond</u>		<u>Debt Service</u>
<b>Revenues</b>								
Intergovernmental	\$ -	\$ -	\$ -	\$ 16,624	\$ -	\$ -	\$ -	\$ 16,624
Charges for services	2,036,958	-	-	-	-	-	-	2,036,958
Investment income	309,757	185	-	-	-	7,696	-	317,638
Miscellaneous	54,960	-	12,342	-	-	-	-	67,302
Total revenues	<u>2,401,675</u>	<u>185</u>	<u>12,342</u>	<u>16,624</u>	<u>-</u>	<u>7,696</u>	<u>-</u>	<u>2,438,522</u>
<b>Expenditures</b>								
Current:								
Public safety	-	-	-	9,871	-	-	-	9,871
Airport	1,665,809	-	-	-	-	-	-	1,665,809
Capital outlay	-	-	-	6,815	-	1,168,677	-	1,175,492
Debt service:								
Principal retirement	189,919	-	-	-	-	-	594,321	784,240
Interest and fiscal charges	53,921	-	-	-	-	-	250,120	304,041
Total expenditures	<u>1,909,649</u>	<u>-</u>	<u>-</u>	<u>16,686</u>	<u>-</u>	<u>1,168,677</u>	<u>844,441</u>	<u>3,939,453</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>492,026</u>	<u>185</u>	<u>12,342</u>	<u>(62)</u>	<u>-</u>	<u>(1,160,981)</u>	<u>(844,441)</u>	<u>(1,500,931)</u>
<b>Other financing sources (uses)</b>								
Transfers in	-	-	-	-	-	-	844,439	844,439
Transfers out	(74,403)	-	-	-	(27,611)	-	-	(102,014)
Proceeds from sale of capital assets	29,125	-	-	-	-	-	-	29,125
Total other financing sources (uses)	<u>(45,278)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(27,611)</u>	<u>-</u>	<u>844,439</u>	<u>771,550</u>
<b>Net change in fund balances</b>	<u>446,748</u>	<u>185</u>	<u>12,342</u>	<u>(62)</u>	<u>(27,611)</u>	<u>(1,160,981)</u>	<u>(2)</u>	<u>(729,381)</u>
<b>Fund balances, beginning of year</b>	616,534	47,509	68,046	(3,915)	27,611	2,825,122	147,400	3,728,307
<b>Fund balances, end of year</b>	<u>\$ 1,063,282</u>	<u>\$ 47,694</u>	<u>\$ 80,388</u>	<u>\$ (3,977)</u>	<u>\$ -</u>	<u>\$ 1,664,141</u>	<u>\$ 147,398</u>	<u>\$ 2,998,926</u>

**CITY OF LAKE CITY, FLORIDA**  
**SCHEDULE OF NET REVENUES AND DEBT SERVICE COVERAGE**  
**UTILITY SYSTEM REVENUE AND REFUNDING BONDS**  
**SERIES 2013, SERIES 2016, AND SERIES 2020 RATE COVENANT**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

<b>Gross revenues</b>	
Charges for services	\$ 17,145,198
Interest	67,630
Miscellaneous income	77,007
Total gross revenues	17,289,835
Operating expenses, excluding interest, amortization, and depreciation	12,047,486
<b>Net revenues</b>	<b>\$ 5,242,349</b>
 <b>Current annual debt service</b>	
2016 Bonds	\$ 820,968
2020 Bonds	2,279,601
Total current annual debt service	<b>\$ 3,100,569</b>
<b>Debt service coverage ratio</b>	<b>1.69</b>
<b>Required minimum debt service coverage ratio</b>	<b>1.25</b>

**CITY OF LAKE CITY, FLORIDA**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE**  
**AND STATE FINANCIAL ASSISTANCE**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Federal/State Agency / Pass-Through Entity / Federal/State Program	ALN/ CSFA Number	Contract / Grant Number	Expenditures
<b>FEDERAL AWARDS</b>			
<u>U.S. Department of Housing and Urban Development</u>			
Passed through State of Florida Department of Economic Opportunity Community Development Block Grant State's Program	14.228	22DB-OP-03-22-03-C04	\$ 6,500
Total U.S. Department of Housing and Urban Development			<u>6,500</u>
<u>U.S. Department of Justice</u>			
Passed through State of Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant	16.738	15PBJA-22-GG-02807-JAGX	9,872
Edward Byrne Memorial Justice Assistance Grant	16.738	15PBJA-21-GG- 241-MUMU	6,815
Total U.S. Department of Justice			<u>16,687</u>
<u>U.S. Department of Transportation</u>			
Direct			
Airport Improvement Program	20.106	3-12-0039-024-2020	7,160
Airport Improvement Program	20.106	3-12-0039--029-2022	2,156,137
Total U.S. Department of Transportation			<u>2,163,297</u>
<u>U. S. Department of Environmental Protection</u>			
Passed through State of Florida Department of Environmental Protection COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	WG044	483,747
Passed through the State of Florida Department of Environmental Protection COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	WG057	3,460
Total Department of Environmental Protection			<u>487,207</u>
<u>U.S. Department of the Treasury</u>			
Direct			
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	EMW-2021-FF-01330	90,577
Total U.S. Department of the Treasury			<u>90,577</u>
<b>Total Federal Awards</b>			<u>\$ 2,764,268</u>
<b>STATE FINANCIAL ASSISTANCE</b>			
<u>Florida Department of Environmental Protection</u>			
Direct:			
Statewide Water Quality Restoration Projects			
Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades	37.039	LPR0016	\$ 43,262
Total Statewide Water Quality Restoration Projects			<u>43,262</u>
Florida Springs Grant Program			
Ichetucknee Spring Quality & Quantity Enhance	37.052	LP12031	34,313
Recharge Wetland Steedly Sprayfield	37.052	LPS0090	8,586
Total Florida Springs Grant Program			<u>42,899</u>
Total Florida Department of Environmental Protection			<u>86,161</u>
<u>Florida Department of Transportation</u>			
Aviation Development Grants			
Airport Design & Rehab of Runway 5-23	55.004	438011-1-94-21	1,015,778
Strategic Airport Business Plan	55.004	438033-1-94-20	33,998
Rehab of Transient Apron & Realignment of Taxiway C	55.004	444409-1	191,657
Purchase GPU	55.004	445938-2-94-23	49,995
Tree & Vegetation Removal @ LCQ	55.004	445447-2-94-23	29,500
Design & Install of Fencing, Gates, and Cameras	55.004	441222-2-94.23	66,218
Total Aviation Development Grants			<u>1,387,146</u>
Small County Outreach Program and Rural Areas of Opportunity			
Resurfacing Grandview	55.009	441428-2-54-01	45,085
Resurfacing Patterson Avenue	55.009	G2085	9,155
Total Small County Outreach Program and Rural Areas of Opportunity			<u>54,240</u>
Total Florida Department of Transportation			<u>1,441,386</u>
<b>Total State Financial Assistance</b>			<u>\$ 1,527,547</u>

The accompanying notes to the schedule of expenditures of federal awards and state financial assistance are an integral part of this schedule.



**CITY OF LAKE CITY, FLORIDA**  
**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**AND STATE FINANCIAL ASSISTANCE**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

(1) **Basis of Presentation:**

The accompanying schedule of expenditures of federal awards and state financial assistance includes the federal and state grant activity of the City of Lake City, Florida. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Section 215.97, Florida Statutes. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

(2) **Summary of Significant Accounting Policies:**

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, or the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

No grant awards were passed through to subrecipients.

(3) **De Minimis Indirect Cost Rate Election:**

The City has elected not to use the 10 percent de minimis indirect cost rate as allowed under Uniform Guidance.

(4) **Contingency:**

Program and project expenditures are subject to audit and adjustment. If any expenditures were to be disallowed by the grantor agency as a result of such an audit, any claim for reimbursement to the grantor agency would become a liability of the City. In the opinion of management, all program and project expenditures included on the accompanying schedule are in compliance with the terms of the project agreements and applicable federal and state laws and regulations.





**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Council, and City Manager,  
City of Lake City, Florida:

**Report on Compliance for Each Major Federal Program and State Project**

***Opinion on Each Major Federal Program and State Project***

We have audited the City of Lake City, Florida's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement*, and the requirements described in the Department of Financial Services' *State Projects Compliance Supplement*, that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2023. The City's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2023.

***Basis for Opinion on Each Major Federal Program and State Project***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and state projects. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs and state projects.

### ***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550 Rules of the Auditor General will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550 Rules of the Auditor General we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

*James Moore & Co., P.L.*

Gainesville, Florida  
June 25, 2024

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT  
AUDITING STANDARDS***

To the Honorable Mayor, City Council, and City Manager,  
City of Lake City, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lake City, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 25, 2024.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

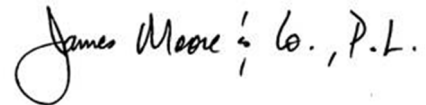
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style with a large initial 'J'.

Gainesville, Florida  
June 25, 2024



**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED  
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA  
OFFICE OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Council, and City Manager,  
City of Lake City, Florida:

**Report on the Financial Statements**

We have audited the financial statements of City of Lake City, Florida (the City), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 25, 2024.

**Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated June 25, 2024, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. No recommendations remain uncorrected from the second preceding year.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note 1 of the basic financial statements.

## **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had the following recommendation:

**2023-001 Budgetary Compliance** – We noted expenditures in the Airport Capital Project Fund exceeded final budget by approximately \$220,000 at year-end due to a retainage year-end accrual amount becoming known subsequent to the preparation of the year-end budget amendment, which was based on the most up-to-date estimates of projected accruals. In addition to any ongoing budget amendments during the year, we recommend the City continue to perform a budget versus actual analysis subsequent to year end to identify and present any necessary budget amendments to the City Commission within the 60-day period subsequent to year-end as permitted by state statutes.

## **Special District Component Units – Lake City Community Redevelopment Agency**

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

The required reporting items in accordance with Section 218.39(3)(c), Florida Statutes for the City of Lake City Community Redevelopment Agency (the CRA) have been reported in the separately-issued audited financial statements of the CRA.

## **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*James Moore & Co., P.L.*

Gainesville, Florida  
June 25, 2024

## INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

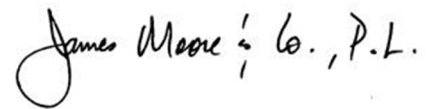
To the Honorable Mayor, City Council, and City Manager,  
City of Lake City, Florida:

We have examined the City of Lake City, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* (the Statute), for the year ended September 30, 2023. The City's management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination. Our responsibility is to obtain reasonable assurance by evaluating the City's compliance with those requirements and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with the attestation standards for a direct examination engagement established by the AICPA. Those standards require that we obtain reasonable assurance by evaluating whether the City complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2023, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of evaluation of the City's compliance based on our examination during the year ended September 30, 2023. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of City, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.



Gainesville, Florida  
June 25, 2024



*Phone (386) 752-2031*

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

*FAX (386) 758-5488*

June 14, 2024

### **SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS**

N/A as there were no prior year audit findings.

### **MANAGEMENT'S RESPONSE TO CURRENT YEAR FINDINGS**

**2023-001 Budgetary Compliance** – A budget versus actual was performed at the end of the fiscal year and necessary budget amendments are prepared and submitted to the City Council within the 60-day timeframe following fiscal year. Airport Capital Project expenditures exceeded the final budget due to an audit adjustment to record retainage payable. Going forward, all retainage payables will be booked before the 60-day timeframe in order to make the necessary budget amendments.

**LAKE CITY COMMUNITY REDEVELOPMENT AGENCY**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2023**

**LAKE CITY COMMUNITY REDEVELOPMENT AGENCY  
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SEPTEMBER 30, 2023**

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## INDEPENDENT AUDITORS' REPORT

To the Governing Board,  
Lake City Community Redevelopment Agency:

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the financial statements of the governmental activities and each major fund of the Lake City Community Redevelopment Agency (the CRA), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the CRA as of September 30, 2023, and the respective change in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

The CRA's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



### ***Auditors' Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

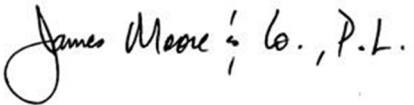
### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 25, 2024, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

Gainesville, Florida  
June 25, 2024

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style with a large initial "J" and a stylized "M".

## MANAGEMENT'S DISCUSSION AND ANALYSIS

The Lake City Community Redevelopment Agency's (the CRA) management's discussion and analysis (MD&A) is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the CRA's financial activity, (c) identify changes in the CRA's financial position (its ability to address the next and subsequent year challenges), (d) identify any material deviations from the financial plan (the approved budget), and (e) identify individual fund issues or concerns.

Since the MD&A is designed to focus on current year activities, resulting changes, and currently known facts, it should be read in conjunction with the CRA's financial statements which follow this section.

### ***Financial Highlights***

- The assets of the CRA were less than its liabilities at September 30, 2023, by \$404,892. Of this amount, \$270,667 was restricted for redevelopment purposes and the unrestricted balance was a deficit of \$675,559.
- As of September 30, 2023, the CRA reported an ending fund balance of \$270,667. Fund balance saw a change of \$30,932 when compared to the prior year.
- The CRA's long-term debt obligations decreased by \$89,774 due to regularly scheduled payments.

The MD&A is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements.

### ***Overview of the Financial Statements***

This annual report consists of four components: 1) management's discussion and analysis (this section), 2) government-wide and fund financial statements, 3) notes to the financial statements, and 4) required supplementary information.

### ***Government-wide Financial Statements***

Government-wide financial statements provide readers with a broad overview of the CRA's finances in a manner similar to a private-sector business. The governmental activities of the CRA include engaging in redevelopment activities within the CRA district.

The statement of net position presents information on all of the CRA's assets and liabilities, with the difference between the two reported as net position. This statement serves a purpose similar to that of the balance sheet of a private-sector business. Over time, increases or decreases in net position may serve as one indicator of whether the financial position of the CRA is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the fiscal year. All changes in net position are reported using the modified cash basis of accounting.

### ***Notes to the Financial Statements***

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## **Government-wide Financial Analysis**

### *Statement of Net Position*

The following is a summary of the CRA's governmental activities net position for each of the past two years:

	<b>Governmental Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
Current and other assets	\$ 271,467	\$ 242,945
Total assets	<u>\$ 271,467</u>	<u>\$ 242,945</u>
<b>LIABILITIES</b>		
Current liabilities	\$ 800	\$ 3,210
Noncurrent liabilities	675,560	765,334
Total liabilities	<u>\$ 676,360</u>	<u>\$ 768,544</u>
<b>NET POSITION</b>		
Restricted	\$ 270,667	\$ 239,735
Unrestricted	(675,560)	(765,334)
Total net position	<u>\$ (404,893)</u>	<u>\$ (525,599)</u>

### *Statement of Activities*

The following is a summary of the changes in the CRA's governmental activities net position for each of the past two years:

	<b>Governmental Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>REVENUES</b>		
Property taxes	\$ 117,246	\$ 105,273
Charges for services	2,950	4,395
Intergovernmental and grants	193,496	176,300
Other revenues	796	11,978
Total revenues	<u>314,488</u>	<u>297,946</u>
<b>EXPENSES</b>		
Current:		
Economic environment	55,627	250,372
Capital outlay	124,782	42,258
Interest and fiscal charges	13,373	14,969
Total expenses	<u>193,782</u>	<u>307,599</u>
Change in net position	<u>120,706</u>	<u>(9,653)</u>
<b>Net position</b> , beginning of year	<u>(525,599)</u>	<u>(515,946)</u>
<b>Net position</b> , end of year	<u>\$ (404,893)</u>	<u>\$ (525,599)</u>

### ***Financial Analysis of the General Fund***

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the CRA's general fund reported an ending fund balance of \$270,667, a change of \$30,932, in comparison with the prior year.

At the end of the current fiscal year, the entire fund balance was restricted for community redevelopment. As the CRA is focused on reinvestment revenues into the CRA district and does not have significant annual operational costs, the CRA does not maintain specific reserve levels for operations.

### ***General Fund Budgetary Highlights***

There were no significant amendments between the original and the final CRA budget.

Actual expenditures in the general fund were \$1,112,224 less than final budget amounts. The main reason for this is due to the timing of capital projects and other one-time expenditures.

Budgetary comparisons between the final budget and actual results can be found on page 16 of this report.

### ***Capital Assets***

The CRA does not own any capital assets. Any capital outlay expenditures made by the CRA are deemed to be on behalf of the City who takes ownership of the assets along with the perpetual maintenance obligation for those assets.

### ***Long-Term Debt***

The CRA's long-term liabilities as of September 30, 2023, amount to \$675,560 and decreased by \$89,774 during the current fiscal year based on scheduled repayments. Additional information on the CRA's long-term liabilities can be found in Note 0 on page 13 of this report.

### ***Economic Factors and Next Year's Budget***

There are many challenges facing local governments today. Property values have continued to increase in recent years, contributing to related growth in the revenues of the CRA. While property values for the subsequent fiscal year have increased, the future outlook of property values, and any potential impact they will have on the CRA's finances, are unknown.

### ***Requests for Information***

This report is designed to provide an overview of the CRA's finances for those with an interest in this area. Questions concerning any of the information found in this report, or requests for additional information, should be directed to the City's Finance Director at City Hall located at 205 North Marion Avenue, Lake City, Florida, 32055.

**LAKE CITY COMMUNITY REDEVELOPMENT AGENCY  
BALANCE SHEET / STATEMENT OF NET POSITION  
SEPTEMBER 30, 2023**

	<u>Balance Sheet</u> <u>CRA</u> <u>Fund</u>	<u>Adjustments</u>	<u>Statement of</u> <u>Net Position</u> <u>Governmental</u> <u>Activities</u>
<b>ASSETS</b>			
Equity in pooled cash and cash equivalents	\$ 262,467	\$ -	\$ 262,467
Due from other governments	9,000	-	9,000
Total assets	<u>\$ 271,467</u>	<u>\$ -</u>	<u>\$ 271,467</u>
<b>LIABILITIES</b>			
Customer deposits	\$ 800	\$ -	\$ 800
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	-	91,398	91,398
Due in more than one year:			
Bonds and notes payable	-	584,162	584,162
Total liabilities	<u>800</u>	<u>675,560</u>	<u>676,360</u>
<b>FUND BALANCE / NET POSITION</b>			
Fund Balance:			
Restricted for:			
Community redevelopment	270,667	(270,667)	-
Net Position:			
Restricted for:			
Community redevelopment	-	270,667	270,667
Unrestricted	-	(675,560)	(675,560)
Total fund balance / net position	<u>270,667</u>	<u>(675,560)</u>	<u>(404,893)</u>
Total liabilities and fund balance / net position	<u>\$ 271,467</u>	<u>\$ -</u>	<u>\$ 271,467</u>

The accompanying notes to financial statements are an integral part of this statement.

**LAKE CITY COMMUNITY REDEVELOPMENT AGENCY**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE /**  
**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<b>Statement of Revenues, Expenditures, and Changes in Fund Balance</b>		<b>Statement of Activities</b>
	<b>CRA Fund</b>	<b>Adjustments</b>	<b>Governmental Activities</b>
<b>Revenues</b>			
Taxes	\$ 117,246	\$ -	\$ 117,246
Intergovernmental	193,496	-	193,496
Charges for services	2,950	-	2,950
Investment income	796	-	796
Total revenues	<u>314,488</u>	<u>-</u>	<u>314,488</u>
<b>Expenditures / expenses</b>			
Current:			
Economic environment	55,627	-	55,627
Capital outlay	124,782	-	124,782
Debt service:			
Principal retirement	89,774	(89,774)	-
Interest and fiscal charges	13,373	-	13,373
Total expenditures / expenses	<u>283,556</u>	<u>(89,774)</u>	<u>193,782</u>
<b>Excess (deficiency) of revenues over     expenditures / change in net position</b>	<u>30,932</u>	<u>89,774</u>	<u>120,706</u>
<b>Fund balance / net position, beginning of year</b>	239,735	(765,334)	(525,599)
<b>Fund balance / net position, end of year</b>	<u>\$ 270,667</u>	<u>\$ (675,560)</u>	<u>\$ (404,893)</u>

The accompanying notes to financial statements are an integral part of this statement.

**LAKE CITY REDEVELOPMENT AGENCY**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:**

The financial statements of the Lake City Community Redevelopment Agency (the CRA) have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the CRA has adopted the GASB Codification. The following is a summary of the CRA's significant accounting policies:

(a) **Reporting entity**—The CRA was designated by City Ordinance for the City of Lake City, Florida (the City), pursuant to Florida Statute 163.387, to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the designated community redevelopment area. Since the City is financially accountable for the activities of the CRA, its governing board is the same, and its relationship to the CRA is significant, the CRA is considered to be a blended component unit in the City's financial statements, where it is also reported as a major special revenue fund.

The CRA has determined there are no component units that meet criteria for inclusion in the CRA's financial statements.

(b) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the CRA. The CRA only has governmental activities and does not engage in any business-type activity. Direct expenses are those that are clearly identifiable with a specific function or segment. General revenues include ad valorem taxes and interest income. Fund financial statements are presented for the CRA's General Fund. The General Fund, which accounts for all financial operations of the CRA, is considered to be a major fund and is the only fund of the CRA.

(c) **Measurement focus, basis of accounting, and financial statement presentation**—The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue when all eligibility requirements imposed by the grantor have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the CRA considers property revenues to be available if they are collected within 60 days of the end of the current period. Grants, other intergovernmental revenues, charges for services, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditures generally are recorded when a liability is incurred. However, expenditures related to long-term agreements are recorded only when payment is due.

(d) **Budgets and budgetary accounting**—The governing board of the CRA adopts an annual operating budget, which is prepared on a modified accrual basis and can be amended by the board throughout the year. At the fund level, actual expenditures cannot exceed the budgeted amounts. The accompanying budgeted financial statements for the General Fund reflect the final budget authorization amounts, including all amendments.



**LAKE CITY REDEVELOPMENT AGENCY**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(e) **Deposits and investments**—The CRA’s cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents.

(f) **Receivables and payables**—Activity between the CRA and the City has been classified as amount due to/from the primary government on the balance sheet and statement of net position. All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of outstanding balances and historical trends. At September 30, 2023, all of the CRA’s receivables were considered fully collectible.

(g) **Prepaid items**—Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

(h) **Capital assets**—The CRA does not own any capital assets. Any capital outlay expenditures made by the CRA are deemed to be on behalf of the City who takes ownership of the assets along with the perpetual maintenance obligation for those assets.

(i) **Long-term obligations**—In the government-wide financial statements, long-term debt and other long-term obligations, as applicable, are reported as liabilities in the CRA’s governmental activities. Original issue bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. In the fund financial statements, governmental fund types recognize premiums and discounts, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

The CRA does not have any employees. Any employees who provide services to the CRA are employees of the primary government and do so at either no charge to the CRA, or any allocations made to the CRA represent reimbursements by the CRA to the primary government for services rendered (any items recorded to personnel expense accounts are only for ease of tracking the reimbursement amounts). As a result, there is no compensated absences, other post-employment benefits (OPEB), or pension liabilities recorded on the CRA’s financial statements.

**LAKE CITY REDEVELOPMENT AGENCY**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(1) **Summary of Significant Accounting Policies:** (Continued)

(j) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

*Nonspendable* – amounts not available to be spent or not in spendable form, such as inventory and prepaid items.

*Restricted* – amounts constrained to specific purposes by their providers (such as grantors and higher levels of government), through constitutional provisions or by enabling legislation.

*Committed* – amounts constrained to specific purposes based on actions taken by the CRA governing board through ordinance.

*Assigned* – amounts the CRA intends to use for a specific purpose. Intent can be expressed by the CRA governing board or by an official or body which the Board delegates authority.

*Unassigned* – amounts that are available for any purpose.

When an expenditure is incurred for purposes for which both restricted and unrestricted resources are available; the CRA considers restricted funds to have been spent first. When expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the CRA considers amounts to have been spent first out of committed funds, then assigned funds and finally, unassigned funds, as needed.

(k) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The CRA has no items that meet this reporting criteria.

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element represents an acquisition of net assets that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The CRA has no items that meet this reporting criteria.

(l) **Net position flow assumption**—Sometimes the CRA will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the CRA's policy to consider restricted net position to have been used before unrestricted net position is applied.

(m) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

**LAKE CITY REDEVELOPMENT AGENCY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2023**

**(2) Reconciliation of Government-Wide and Fund Financial Statements:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. Long-term liabilities, including note payable, are not due and payable in the current period and therefore are not reported in the funds, including \$675,560 of notes payable at year-end.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. The CRA has no items reported differently between these two statements. The repayment of principal of long-term debt of \$89,774 consumes the current financial resources of governmental funds and therefore, is reported as expenditures in the governmental funds.

**(3) Deposits and Investments:**

The CRA is subject to the investment policy of the primary government and maintains interest-bearing banking accounts for substantially all CRA funds. Additional accounts are held for various other purposes, or to segregate cash balances for amounts which are restricted or held on behalf of others. State statutes authorize the CRA to invest excess funds in time deposits, or obligations of the principal and interest of which are unconditionally guaranteed by, the United States Government, commercial paper, corporate bonds, repurchase agreements and/or the State Board of Administration (SBA) Local Government Surplus Trust Fund Investment Pool or other investment vehicles authorized by local ordinance.

As of September 30, 2023, all CRA deposits were covered by private bank acquired insurance, Securities Investor Protection Corporation (SIPC) insurance, private broker/dealer acquired insurance, Federal Depository Insurance Corporation (FDIC) insurance, and/or the State of Florida collateral pool established under the Florida Security for Public Deposits Act (the Act). The Act established guidelines for qualification and participation by banks and savings associations, procedures for administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified depository must pledge at least 50% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to 125% may be required if deemed necessary.

All of the CRA's deposits are held with public depositories and as of September 30, 2023, the CRA's deposits and investments were not subject to any substantial interest rate, credit, or concentration risks.

**LAKE CITY REDEVELOPMENT AGENCY**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**(4) Long-Term Liabilities:**

Long-term liability activity for the year ended September 30, 2023, was as follows:

<b>Governmental activities:</b>	<b>Beginning Balance</b>	<b>Additions</b>	<b>Deletions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
Notes payable	\$ 765,334	\$ -	\$ (89,774)	\$ 675,560	\$ 91,398

Bonds and notes payable in the CRA's governmental activities at September 30, 2023, were comprised of the following obligations:

Series 2015 Community Redevelopment Agency Revenues Note, was issued to fund the construction of redevelopment projects in the Community Redevelopment Area, due in payments of principal plus interest at 1.80% semi-annually on April 1 and October 1 of each year until final maturity on April 1, 2030. Pledged by Community Redevelopment Agency tax increment revenues. The outstanding balance at September 30, 2023, was \$675,560.

Annual debt service requirements to maturity for the CRA's governmental activities notes payable are as follows:

<b>Year Ending September 30,</b>	<b>Governmental Activities</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 91,398	\$ 11,751	\$ 103,149
2025	93,050	10,098	103,148
2026	94,733	8,415	103,148
2027	96,445	6,703	103,148
2028	98,189	4,959	103,148
2029-2030	201,745	4,559	206,304
Total	<u>\$ 675,560</u>	<u>\$ 46,485</u>	<u>\$ 825,193</u>

**(5) Commitments and Contingencies:**

The CRA is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2023. The outcomes of established claims are included in these financial statements. In the opinion of the CRA and the primary government's legal counsel, no legal proceedings are pending or threatened against the CRA which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

The CRA is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

**LAKE CITY REDEVELOPMENT AGENCY**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

(6) **Recent Accounting Pronouncements:**

The Governmental Accounting Standards Board (“GASB”) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the CRA’s financial statements:

- (a) GASB issued Statement No. 101, *Compensated Absences*, in June 2022. GASB Statement No. 101 amends the existing guidance related to the calculation and disclosures surrounding the liability for compensated absences. The provisions for GASB 101 are effective for fiscal years beginning after December 15, 2023.
- (b) GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. The objective of GASB 102 is to provide users of government financial statements with essential information about risks related to a government’s vulnerabilities due to certain concentrations or constraints. The effective date for implementation is fiscal years beginning after June 15, 2024, and all reporting periods thereafter.
- (c) GASB issued Statement No. 103, *Financial Reporting Model Improvements*, in April 2024. The objective of GASB 103 improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government’s accountability. The effective date for implementation is fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

**REQUIRED SUPPLEMENTARY INFORMATION**

**LAKE CITY COMMUNITY REDEVELOPMENT AGENCY  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL - CRA FUND  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes	\$ 118,517	\$ 118,517	\$ 117,246	\$ (1,271)
Intergovernmental	925,446	925,446	193,496	(731,950)
Charges for services	3,500	3,500	2,950	(550)
Investment income	-	-	796	796
Total revenues	<u>1,047,463</u>	<u>1,047,463</u>	<u>314,488</u>	<u>(732,975)</u>
<b>Expenditures</b>				
Current:				
Economic environment	147,815	147,815	55,627	92,188
Capital outlay	1,134,067	1,134,067	124,782	1,009,285
Debt service:				
Principal retirement	89,775	89,775	89,774	1
Interest and fiscal charges	13,373	13,373	13,373	-
Total expenditures	<u>1,385,030</u>	<u>1,385,030</u>	<u>283,556</u>	<u>1,101,474</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>(337,567)</u>	<u>(337,567)</u>	<u>30,932</u>	<u>368,499</u>
<b>Fund balances, beginning of year</b>	239,735	239,735	239,735	-
<b>Fund balances, end of year</b>	<u>\$ (97,832)</u>	<u>\$ (97,832)</u>	<u>\$ 270,667</u>	<u>\$ 368,499</u>

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Governing Board,  
Lake City Community Redevelopment Agency:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Lake City Community Redevelopment Agency (the CRA), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements and have issued our report thereon dated June 25, 2024.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

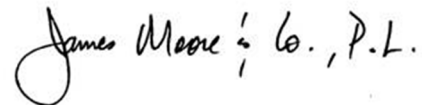


### ***Report Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style with a large initial 'J'.

Gainesville, Florida  
June 25, 2024

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED  
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA  
OFFICE OF THE AUDITOR GENERAL**

To the Governing Board,  
Lake City Community Redevelopment Agency:

**Report on the Financial Statements**

We have audited the basic financial statements of the Lake City Community Redevelopment Agency (the CRA), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 25, 2024.

**Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 25, 2024, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding financial audit report. Additionally, there were no second preceding year findings that remain unresolved.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the CRA is disclosed in Note 1 of the basic financial statements.

## **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the CRA, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

## **Special District Component Units**

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

## **Specific Special District Information – City of Lake City Community Redevelopment Agency**

The following items have been provided to us to comply with state reporting requirements and have not been audited by us. We did not audit the following information within this section, nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on this data.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the City of Lake City Community Redevelopment Agency District reported the following unaudited data:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year: -0-
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year: -0-.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$-0-
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$-0-.

- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as: \$-0-.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as follows: the district's original and final budgeted expenditures totaled \$1,047,463.
- g. As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the City of Lake City Community Redevelopment Agency District reported the following unaudited data:
  - i. The mileage rate or rates imposed by the district: 4.9 mils.
  - ii. The total amount of ad valorem taxes collected by or on behalf of the district: \$304,242.
  - iii. The total amount of outstanding bonds issued by the district and the terms of such bonds: \$675,558.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the CRA's governing board and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Gainesville, Florida  
June 25, 2024

*James Moore & Co., P.L.*

## INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Governing Board,  
Lake City Community Redevelopment Agency:

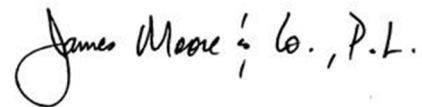
We have examined the Lake City Community Redevelopment Agency's (the CRA) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, and Sections 163.387(6) and (7), Florida Statutes, *Redevelopment Trust Fund* (collectively, the "Statutes"), for the year ended September 30, 2023. The CRA's management is responsible for the CRA's compliance with those Statutes. Our responsibility is to obtain reasonable assurance by evaluating against the aforementioned statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with the attestation standards for a direct examination engagement established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain reasonable assurance by evaluating against the aforementioned statutes during the year ended September 30, 2023, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation of the CRA's compliance during the year ended September 30, 2023. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks that the CRA was not in compliance with those requirements in all material respects, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the CRA, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

In our opinion, for the year ended September 30, 2023, the CRA complied with the Statutes in all material respects.

Gainesville, Florida  
June 25, 2024



**Management's Responses to Findings**

**INSERT OVER THIS PAGE IF APPLICABLE**

June 25, 2024

To the Honorable Mayor and City Council Members,  
City of Lake City, Florida:

We have audited the financial statements of City of Lake City, Florida (the City) as of and for the years ended September 30, 2023, and have issued our report thereon dated June 25, 2024. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated July 24, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm has complied with all relevant ethical requirements regarding independence.

### **Significant Risks Identified**

Professional standards require that we, as auditors, identify significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the audit process, we have identified the following significant risks, which are being communicated solely to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our audit was designed to adequately address the above risks and no issues were noted that impacted our ability to render an opinion on the financial statements.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Lake City, Florida is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023, except for the adoption of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITA)*. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the allowance for doubtful accounts was based on historical water, sewer, solid waste, and stormwater revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the useful lives for depreciation was based on past history within each capital asset class. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the net pension liability and the total OPEB liability were based on actuarial factors and were calculated by actuaries independent of the City. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.



### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

The City's long-term debt obligations, including future debt service payments.

The City's pension plan note discloses the long-term liabilities and the actuarial determined unfunded liability.

### **Significant Unusual Transactions**

There were no significant unusual transactions identified as a result of our audit procedures that were brought to the attention of management and required to be communicated to you.

### **Identified or Suspected Fraud**

We have not identified nor have we obtained information that indicates that fraud may have occurred.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

- None noted.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- Recording of approximately \$246,000 of current year retainage and removing approximately \$330,000 relating to prior year retainage.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the management representation letter dated June 25, 2024.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

### **Other Information in Documents Containing Audited Financial Statements**

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the City's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the introductory and statistical sections, as outlined in the table of contents, for material consistency with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

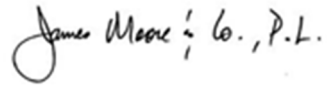
### **Other Matters**

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed, from the prior period, and the information is appropriate and complete in related to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

City of Lake City, Florida  
June 25, 2024  
Page 5

This report is intended solely for the information and use of the City Council and management of the City of Lake City, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in black ink that reads "James Moore & Co., P.L.". The signature is written in a cursive style with a large initial 'J'.

JAMES MOORE & CO., P.L.

June 25, 2024

To the Governing Board,  
Lake City Community Redevelopment Agency:

We have audited the financial statements of the Lake City Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2023, and have issued our report thereon dated June 25, 2024. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated August 21, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the CRA solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm has complied with all relevant ethical requirements regarding independence.

We have applied safeguards related to our preparation of the CRA's financial statements, including, but not limited to, an assessment of management's skill, knowledge, and experience.

### **Significant Risks Identified**

Professional standards require that we, as auditors, identify significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the audit process, we have identified the following significant risks, which are being communicated solely to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our audit was designed to adequately address the above risks and no issues were noted that impacted our ability to render an opinion on the financial statements.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the CRA is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no such sensitive accounting estimates affecting the financial statements.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the CRA's financial statements relate to:

Note 3 to the financial statements summarizes the CRA's deposits and investments.

Note 4 to the financial statements summarizes the CRA's long-term debt obligations, including future debt service payments.

### **Significant Unusual Transactions**

There were no significant unusual transactions identified as a result of our audit procedures that were brought to the attention of management and required to be communicated to you.

### **Identified or Suspected Fraud**

We have not identified, nor have we obtained information that indicates that fraud may have occurred.

### **Significant Difficulties Encountered During the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. A summary of the uncorrected misstatements of the financial statements follows:

- None noted.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following list summarizes the corrected misstatements that have been recorded by management:

- None noted.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the CRA's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Circumstances that Affect the Form and Content of the Auditors' Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. No such circumstances arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the management representation letter dated June 25, 2024.

To the Honorable Mayor and City Commission Members,  
City of Lake City, Florida  
June 25, 2024  
Page 4

### **Management's Consultations with Other Accountants**

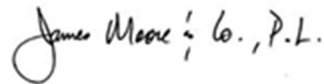
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the CRA, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the CRA's auditors

This report is intended solely for the information and use of the governing board and management of the CRA and of the City of Lake City, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style.

JAMES MOORE & CO., P.L.

**File Attachments for Item:**

17. Columbia Maker Space - Shawn Holmgren - PowerPoint Presentation



A proposal for a Vocational Training Center for Aerospace, CNC Machining,  
Radio & Robotics in Lake City; through a Public Private Partnership

# Columbia County Maker Space



**Creating a Public Training Center  
Focused on Technology**

Founding Sponsor



Columbia County Makerspace, Inc  
240 NE Laguna Drive, Lake City Fl. 32055  
Telephone: 561-389-1490  
[www.columbiacountymakerspace.org](http://www.columbiacountymakerspace.org)

# Makerspace

A **Makerspace** is a community-operated, often "not for profit" 501(c)(3), **workspace where people with common interests**, such as computers, machining, technology, science, digital art, or electronic art, **can meet, socialize, and collaborate.**

# In Other Words ...

## **A Community Electronics Resource Center**

A place where anyone with a desire to “**Create**” can gain access to a wood shop, machine shop, electronics lab, computer graphics work stations, Computer Programming classes, 3-D printers, conference room. Tools and work spaces that promote Technology and trade skills.

**Website: [columbiacountymakerspace.org](http://columbiacountymakerspace.org)**

**Email: [columbiacountymakerspace@outlook.com](mailto:columbiacountymakerspace@outlook.com)**

# What Will We Teach?

Aerospace

Drones

Job Skills

Robotics

WoodWorking

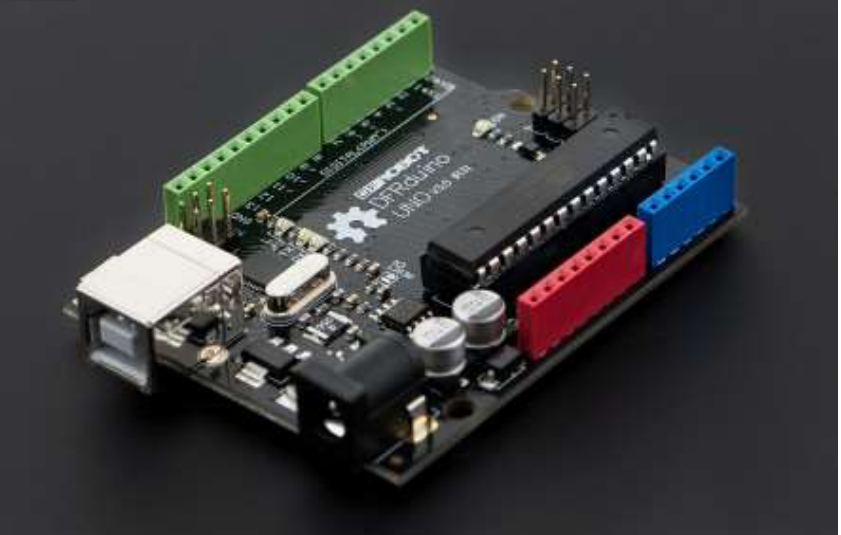
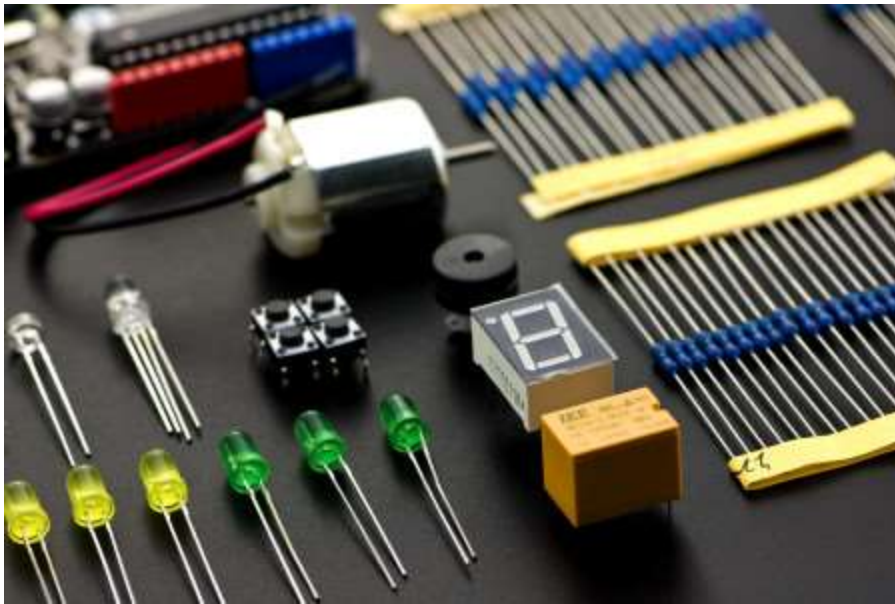
Coding

Radio

Welding

3D Modeling

Safety



And a Lot of Electronics Classes on topics like Arduino, Raspberry Pi, Flight Controllers and all of the cool accessories you can control with them over **IoT**.



### Smart cities

- Water distribution
- Waste management



### Energy engagement

- Grid automation
- Wireless grid communication



### Wearables

- Smart watches
- Fitness and activity monitor



### Smart homes

- Smart door lock
- Smart bulbs
- Smart thermostat



### Health care

- Heart rate and blood pressure monitor



### Home appliances

- Refrigerator
- Coffee maker
- Air conditioner
- Water heater

### Transportation

- Traffic management
- IOT makes easy parking
- Vehicle location monitoring



### Smart manufacturing

- Industrial communication
- Production flow monitoring
- Improve field service scheduling



### Cars

- Automotive cars
- Engine management



### Agriculture

- Smart farming
- Climate monitoring and forecasting
- Crop monitoring

# Vocational Training & Benefits

- Creates Workforce Development Training Resource with Current Trade skills emphasized
- Draw technology minded people to visit, attend fairs, classes, lectures, etc. (Multi County range)
- Creates a Community Tech Center where positive role models will help mentor youth and adults. Training on current technologies.
- Dual enrollment with Colleges, technical Institutes means we can offer certifications and Pathways...
- “Do Good” Social engineering projects for the Community, like (<http://enablingthefuture.org/> )

# Important to NOTE

- This Public- Private business model will **require** at least **2 years** upfront of **Free Rent** from somewhere. (Gov't owned building? Donated space by a generous land owner? subsidized by government or philanthropic grants...?)
- After a couple of years, the membership subscription model with fees for classes, and use of facilities, should support the cost of continuing to rent or service a mortgage on the Building.



# Finding the right location

- Finding a Location (Building with suitable parking)
- (a) Should it be inside City Limits? Near Industry, Central Business District or Revitalization?
- (b) Financed privately, or philanthropically? City or County Owned property? Leased?
- (c) Can the location grow into 10-20,000 s.f. or be coupled to another property?
- (d) Can the location eventually be **granted to or purchased outright by the Makerspace 501(c)(3)**
- Easy Access, safe neighborhood, good lighting.

# What Kind of Building?

A Warehouse Building, Single Family Home, Freestanding Commercial?



# Hosts, Campuses & Remote Locations

- *We won't keep all our eggs in one basket.*
- We plan to have a central facility for our offices and many of the advanced programs like Robotics and Aerospace.
- We will utilize other Host sites, campuses and auditoriums to teach programming classes and hold large meetings or functions.
- We will also meet at other locations when utilizing shortwave Radio or RC devices, etc.

# What would an Ideal Location Look Like?



CBD Parking, Safe & Secure,  
3400s.f. for classes, computer  
labs etc.

An **Ideal Location** Might  
be the old Millenium Bank  
Building on Marion Avenue



The 1200 s.f. Building in back is large  
enough to house a woodworking shop,  
Machine Shop, etc. Plus added parking in  
rear.



# What We Will Put Inside!



# CNC (Computer Numerical Control)

- Automated control of machining tools (such as drills, lathes, mills, grinders, routers and 3D printers) by means of a computer.
- CNC Milling - Great with Metals
- CNC Routing - great with Wood



\$20K Each

\$15K



Laser cutter for cutting wood, metal, plastic sheets into custom designs







**Robotic Arms range in cost from \$5- 50K plus accessories like grippers, welders, drills or riveters, etc.**



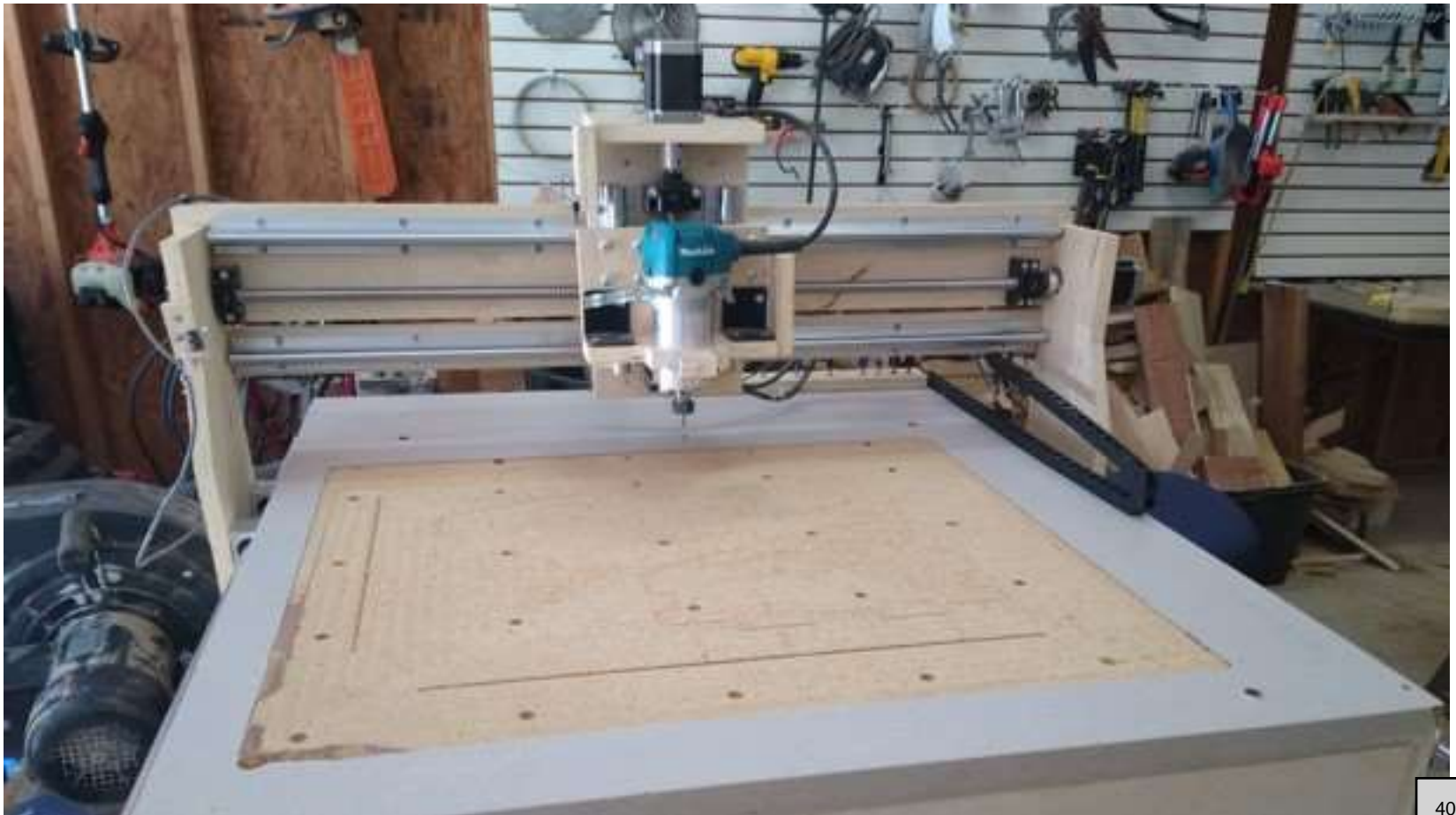


# 3D Printers \$500- \$5,000 ea



# Self Taught & Opensource

Building some of our own equipment, by using opensource plans and technology will ensure that our members learn more and save \$\$\$





# Radio Technology



- Learning Lab for Ham Radio and Amateur Radio use, fabrication and repair.
- FRC and Hand Held Radio Programming
- Learning lab for Radio Controls used on planes, drones, boats and buggies.
- Broadcast technology and FCC compliance
- Satellite and Cellular Radio Technology uses.

# Computers & Graphic Workstations



# How It First Gets Financed

- Seek Landlord for \$1/year, or one that will Donate rent to our Not-For-Profit in exchange for Tax deduction. **Later purchase or gift of the facility is desirable.** Otherwise, we will need a financial sponsor to rent a facility.
- Seek corporate grants, instructors and involvement, (Home Depot, Lowes, Walmart, Target, New Millenium, Manufactured Home Builders, FPL, and local Industries.)
- Seek Grants from Government and Private Foundations.
- Seek local philanthropy, both in the form of dollars, and in-kind services, like Electricians, Contractors, legal, accounting and marketing services, just to name a few.
- Seek Donations of building materials, office and warehouse furniture, industrial woodworking and metal working equipment, Welders, Radio Towers, Solar Power equipment, etc.
- Seek Money and resources, (Like Broadband access & Solar power), earmarked for education, targeted at rural communities or underserved communities, with programs aimed at open access to all. (Educational grants, private donations, scholarships, research partnerships, etc.)

**Bottom Line = We need \$250K - \$500K Plus a Free Building to Start**

# Fees will generate funds for self sufficiency

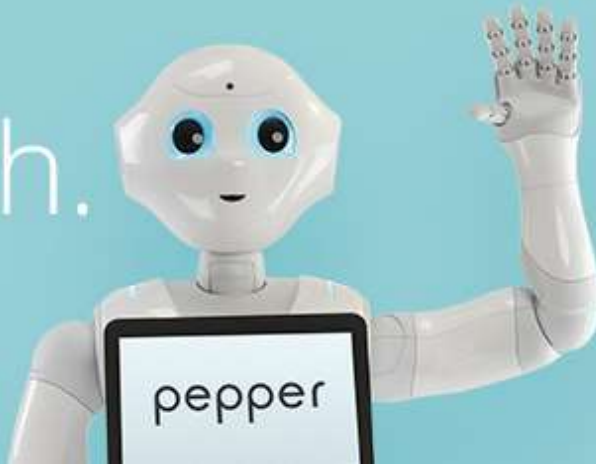
- Membership Fees (e.g. Monthly \$30 student, \$60 Adult, \$100 sponsoring member, etc.)
- Class fees (often reduced or free for members), Typically \$5 - \$25 per person + Materials
- Equipment rental fees (For qualified users), often \$80-\$100/ hour for industrial machines
- Special Event Fees or Camp fees for longer term classes (e.g. \$350 for an 8 week class ending with certification, that includes shop materials, equipment rent time, etc.)
- Facility Rental Fees for private Cubicles? (e.g. \$75/month for a 5x10 secured area (Chain Link?))
- Instructor fees for one-on-one shop equipment instruction and certification. (e.g. \$250 for 8 hours of training on a laser cutting machine)



# Community Outreach

- Local Radio station(s) will likely host a STEM radio show.
- Code Camps will draw corporate sponsors and tourism.
- Flea-Market events can be hosted like a Ham-Fest, by partnering with local Hams.
- Also partnering with Amateur Radio operators for Radio Certification, assembly of a radio tower, and a life safety network Ham Radio for use during emergencies would create a great Radio Learning Lab.
- Experimental Aircraft Association members could be great mentors to those wishing to learn to fly or repair drones or other aircraft.
- Private Schools and Homeschool parents can utilize the facility for STEM activities, studies and research.
- 4H and Scouting organizations also train on Technology, which our Makerspace would be ripe with options for collaboration with.
- Building a Solar Power Plant onsite will teach the basics of Solar, which can lead to employment and educational opportunities.

hi, tech.



meet pepper

join the movement

[www.columbiacountymakerspace.org](http://www.columbiacountymakerspace.org)

561-389-1490

[columbiacountymakerspace@outlook.com](mailto:columbiacountymakerspace@outlook.com)

Need a hand?  
Robots for the real world





**File Attachments for Item:**

18. City Council Ordinance No. 2024-2286 (final reading) - An ordinance of the City of Lake City, Florida, closing, abandoning, and vacating a utilities easement for HCA Florida Lake City Hospital pursuant to application VRW24-03 submitted by same; finding abandoning and vacating said utilities easement will not adversely affect the public health, safety, or welfare; authorizing and directing the Mayor to execute such Quit Claim of easement as are necessary to effectuate the intent hereof; directing the City Attorney to prepare said Quit Claim of easement; finding it is in the best interest of the City and for the general welfare of its citizens to vacate said easement; repealing all ordinances in conflict; providing severability; and providing an effective date.

Passed on first reading 6/17/2024

## CITY OF LAKE CITY, FLORIDA ORDINANCE NUMBER 2024-2286

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CLOSING, ABANDONING, AND VACATING A UTILITIES EASEMENT FOR HCA FLORIDA LAKE CITY HOSPITAL PURSUANT TO APPLICATION VRW24-03 SUBMITTED BY SAME; FINDING ABANDONING AND VACATING SAID UTILITIES EASEMENT WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SUCH QUIT CLAIM OF EASEMENT AS ARE NECESSARY TO EFFECTUATE THE INTENT HEREOF; DIRECTING THE CITY ATTORNEY TO PREPARE SAID QUIT CLAIM OF EASEMENT; FINDING IT IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS TO VACATE SAID EASEMENT; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to close, vacate, and abandon a parcel of land described herein below pursuant to that certain application VRW24-03 filed by Jill Adams as agent for HCA Florida Lake City Hospital, to wit:

FOR A POINT OF REFERENCE COMMENCE AT HE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN N 87°20'18" E, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1223.10 FEET; THENCE S 05°48'54" W ALONG A PROPERTY LINE 263.31 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD; THENCE S 78°13'25" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 739.03 FEET; THENCE S 02°14'18" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD 773.39 FEET; THENCE N 87°45'42" W 65.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD TO A POINT; THENCE CONTINUE N 87°45'42" W 487.86 FEET TO A POINT. THENCE S 47°14'18" W 244.14 FEET; THENCE S 18°15'56" W 95.94 FEET TO A POINT HEREIN DESIGNED AT POINT "B" AND BEING THE POINT OF BEGINNING; THENCE FOR THE FOLLOWING:

S 18°25'58" W 78.79'; S 18°25'58" W 78.79'; S 08°52'53" E 164.10'; S 81°07'07" W 10.00'; N 08°52'53" W 166.53'; N 16°02'47" E 81.22'; N 71°34'02" W 30.00'; N 18°25'58" E 65.81'; S 71°34'02" E 40.00' TO THE POINT OF BEGINNING

(the "Easement Area"); and

**WHEREAS**, maintenance of the Easement Area creates potential liability, additional work, and costs to the City; and

**WHEREAS**, the City has previously made provision with the applicant stated herein for such easements as are necessary for the orderly and efficient provision of utilities to said applicants property and for the orderly and efficient operation of the City's utilities system following the City's abandonment of the Easement Area; and

**WHEREAS**, the City Council finds that it is in the public interest to permanently close, vacate, and abandon the Easement Area by quit claiming the City's interest in same to HCA Florida Lake City Hospital or its designee; now therefore

---

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

**SECTION 1. FINDING AND DESIGNATION OF SURPLUS.**

The City finds the following described Easement Area to be surplus to its needs and that it is in the public interest to close, vacate, and abandon the Easement Area:

FOR A POINT OF REFERENCE COMMENCE AT HE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN N 87°20'18" E, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1223.10 FEET; THENCE S 05°48'54" W ALONG A PROPERTY LINE 263.31 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD; THENCE S 78°13'25" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 739.03 FEET; THENCE S 02°14'18" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD 773.39 FEET; THENCE N 87°45'42" W 65.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD TO A POINT; THENCE CONTINUE N 87°45'42" W 487.86 FEET TO A POINT. THENCE S 47°14'18" W 244.14 FEET; THENCE S 18°15'56" W 95.94 FEET TO A POINT HEREIN DESIGNED AT POINT "B" AND BEING THE POINT OF BEGINNING; THENCE FOR THE FOLLOWING:

S 18°25'58" W 78.79'; S 18°25'58" W 78.79'; S 08°52'53" E 164.10'; S 81°07'07" W 10.00'; N 08°52'53" W 166.53'; N 16°02'47" E 81.22'; N 71°34'02" W 30.00'; N 18°25'58" E 65.81'; S 71°34'02" E 40.00' TO THE POINT OF BEGINNING

**SECTION 2. CLOSURE, VACATION, AND ABANDONMENT.**

The City does close, vacate, and abandon the Easement Area.

**SECTION 3. QUIT CLAIM OF SUBJECT PROPERTY.**

The City shall quit claim the Easement Area to HCA Florida Lake City Hospital, or to such related entity as shall be designated by HCA Florida Lake City Hospital.

The City Attorney is directed to prepare such instruments as are necessary to effectuate the permanent closure, vacation, and abandonment of the Easement Area via quit claim of the City's interests as further set forth herein.

The Mayor of the City is authorized and directed to execute such documents as are necessary to effectuate the permanent closure, vacation, and abandonment of the Easement Area via quit claim of the City's interests as further set forth herein.

**SECTION 4. CONFLICTS**

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

**SECTION 5. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or

phrases(s) under application shall not be affected hereby.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**APPROVED, UPON THE FIRST READING,** by the City Council of the City of Lake City at a regular meeting, on the \_\_\_\_ day of June, 2024.

**PUBLICLY NOTICED,** in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of July, 2024.

**APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE,** by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this \_\_\_\_ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, 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:

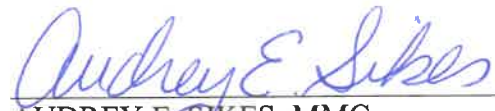
\_\_\_\_\_  
Clay Martin, City Attorney

**Record of Vote on First Reading**

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

**Certification**

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

  
\_\_\_\_\_  
AUDREY E. 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:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CLOSING, ABANDONING, AND VACATING A UTILITIES EASEMENT FOR HCA FLORIDA LAKE CITY HOSPITAL PURSUANT TO APPLICATION VRW24-03 SUBMITTED BY SAME; FINDING ABANDONING AND VACATING SAID UTILITIES EASEMENT WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SUCH QUIT CLAIM OF EASEMENT AS ARE NECESSARY TO EFFECTUATE THE INTENT HEREOF; DIRECTING THE CITY ATTORNEY TO PREPARE SAID QUIT CLAIM OF EASEMENT; FINDING IT IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS TO VACATE SAID EASEMENT; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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.

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

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

*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].*

**File Attachments for Item:**

19. City Council Ordinance No. 2024-2287 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, closing, abandoning, and vacating a utilities and drainage easement for Clyde Skaflestad pursuant to application VRW24-01 submitted by same; finding closing, abandoning, and vacating said utilities and drainage easement will not adversely affect the public health, safety, or welfare; conditioning the closing, abandonment, and vacation of said easement on the applicant granting an alternative drainage easement to the City; authorizing and directing the Mayor to execute such Quit Claim of easements as are necessary to effectuate the intent hereof; directing the City Attorney to prepare said Quit Claim of easement from the City to the applicant; directing the City Attorney to prepare said grant of easement of the alternative easement from the applicant to the City; finding it is in the best interests of the City and for the general welfare of its citizens to close, abandon, and vacate said easement upon the conditions set forth in this ordinance; repealing all ordinances in conflict; providing for severability; and providing an effective date. (Clyde Skaflestad)

Passed on first reading 6/17/2024



## **CITY OF LAKE CITY, FLORIDA ORDINANCE NUMBER 2024-2287**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CLOSING, ABANDONING, AND VACATING A UTILITIES AND DRAINAGE EASEMENT FOR CLYDE SKAFLESTAD PURSUANT TO APPLICATION VRW24-01 SUBMITTED BY SAME; FINDING CLOSING, ABANDONING, AND VACATING SAID UTILITIES AND DRAINAGE EASEMENT WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; CONDITIONING THE CLOSING, ABANDONMENT, AND VACATION OF SAID EASEMENT ON THE APPLICANT GRANTING AN ALTERNATIVE DRAINAGE EASEMENT TO THE CITY; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SUCH QUIT CLAIM OF EASEMENTS AS ARE NECESSARY TO EFFECTUATE THE INTENT HEREOF; DIRECTING THE CITY ATTORNEY TO PREPARE SAID QUIT CLAIM OF EASEMENT FROM THE CITY TO THE APPLICANT; DIRECTING THE CITY ATTORNEY TO PREPARE SAID GRANT OF EASEMENT OF THE ALTERNATIVE EASEMENT FROM THE APPLICANT TO THE CITY; FINDING IT IS IN THE BEST INTERESTS OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS TO CLOSE, ABANDON, AND VACATE SAID EASEMENT UPON THE CONDITIONS SET FORTH IN THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to close, vacate, and abandon a parcel of land described herein below pursuant to that certain application VRW24-01 filed by Clyde Skaflestad, to wit:

An easement, for drainage and utilities purposes, being 10 feet in width, lying 5 feet left of and 5 feet right of the following described centerline:

BEGIN at the Northeast corner of Lot 16, Block 8, FOREST HILLS UNIT 1, a subdivision recorded in Plat Book 3, Pages 28-29 of the public records of Columbia County, Florida, being also the Southeast corner of Lot 17, Block 8, FOREST HILLS UNIT 1, and run North 70°48'20" West, along the North line of said Lot 16, being also the South line of said Lot 17, a distance of 130 feet to the TERMINAL POINT of herein described centerline and easement.

(the "Easement Area"); and

**WHEREAS**, maintenance of the Easement Area creates potential liability, additional work, and costs to the City; and

**WHEREAS**, the City has previously made provision with the applicant stated herein for such easements as are necessary for the orderly and efficient provision of utilities to said applicant's property, for the orderly and efficient operation of the City's utilities system following the City's abandonment of the Easement Area, and for alternative means of drainage over and across applicant's lands; and

**WHEREAS**, the closure, vacation, and abandonment of the Easement Area is conditioned upon the applicant granting to the City an easement for drainage purposes over and across the following described property, to wit:

---

An easement, for drainage purposes, being 10 feet in width, lying 5 feet left of and 5 feet right of the following described centerline:

COMMENCE at the Northeast corner of Lot 16, Block 8, FOREST HILLS UNIT ONE, according to the map or plat thereof, as recorded in Plat Book 3, Pages 28 and 29, of the Public Records of Columbia County, Florida, and run South 18°21'49" West, along the West right-of-way line of SE Zinnia Way (formerly known as Dogwood Street), being also the East line of said Lot 16, a distance of 2.73 feet to the POINT OF BEGINNING; thence North 86°05'35" West, a distance of 134.23 feet to a point on the West line of said Lot 16, being also the TERMINAL POINT of herein described centerline and easement.

(the "Alternative Easement Area"); and

**WHEREAS**, the City Council finds that it is in the public interest to permanently close, vacate, and abandon the Easement Area by quit claiming the City's interest in same to the applicant, provided the applicant provides to the City an easement for drainage purposes over and across the Alternative Easement Area, such alternative easement being executed by the title owners of the servient parcel upon which the Alternative Easement Area is situated, and provided any claims of lien on such servient parcel are subordinated to the City's interest in the Alternative Easement Area; now therefore

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

**SECTION 1. FINDING AND DESIGNATION OF SURPLUS.**

The City finds the following described Easement Area to be surplus to its needs and that it is in the public interest to close, vacate, and abandon the Easement Area:

An easement, for drainage and utilities purposes, being 10 feet in width, lying 5 feet left of and 5 feet right of the following described centerline:

BEGIN at the Northeast corner of Lot 16, Block 8, FOREST HILLS UNIT 1, a subdivision recorded in Plat Book 3, Pages 28-29 of the public records of Columbia County, Florida, being also the Southeast corner of Lot 17, Block 8, FOREST HILLS UNIT 1, and run North 70°48'20" West, along the North line of said Lot 16, being also the South line of said Lot 17, a distance of 130 feet to the TERMINAL POINT of herein described centerline and easement.

**SECTION 2. CLOSURE, VACATION, AND ABANDONMENT.**

Upon the execution of an easement for drainage purposes over and across the Alternative Easement Area to wit:

An easement, for drainage purposes, being 10 feet in width, lying 5 feet left of and 5 feet right of the following described centerline:

COMMENCE at the Northeast corner of Lot 16, Block 8, FOREST HILLS UNIT ONE, according to the map or plat thereof, as recorded in Plat Book 3, Pages 28 and 29, of the Public Records of Columbia County, Florida, and run South 18°21'49" West, along the West right-of-way line of SE Zinnia Way (formerly known as Dogwood Street), being also the East line of said Lot 16, a distance of 2.73 feet to the POINT OF BEGINNING; thence North 86°05'35" West, a distance of 134.23 feet to a point on the West line of said Lot 16, being also the TERMINAL POINT of herein described centerline and easement.

such grant of easement being executed by the title owners of the servient parcel upon which the Alternative Easement Area is situated, and provided any claims of lien on such servient parcel being subordinated to the City's interest in the Alternative Easement Area, the City does close, vacate, and abandon the Easement Area.

The City Attorney is directed to prepare such instruments as are necessary to effectuate the permanent conveyance of an easement for drainage over and across the Alternative Easement Area subject to the terms set forth herein.

### **SECTION 3. QUIT CLAIM OF SUBJECT PROPERTY.**

The City shall quit claim the Easement Area to the applicant subject to the conditions set forth herein.

The City Attorney is directed to prepare such instruments as are necessary to effectuate the permanent closure, vacation, and abandonment of the Easement Area via quit claim of the City's interests as further set forth herein.

Upon the fulfillment of the conditions set forth herein, the Mayor of the City is authorized and directed to execute such documents as are necessary to effectuate the permanent closure, vacation, and abandonment of the Easement Area via quit claim of the City's interests as further set forth herein.

### **SECTION 4. ACCEPTANCE AND DEDICATION**

Upon the recording of the grant of easement of the Alternative Easement Area to the City, same shall be dedicated to the public on such terms as those drainage easements dedicated on that certain plat of Forest Hills Unit One recorded in Plat Book 3, Pages 28 and 29, Public Records of Columbia County, Florida, and subject to the provisions of any deed restrictions or restrictive covenants in effect and of-record in Columbia County, Florida.

### **SECTION 4. CONFLICTS**

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

### **SECTION 5. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance or the particular

application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**APPROVED, UPON THE FIRST READING**, by the City Council of the City of Lake City at a regular meeting, on the \_\_\_\_ day of June, 2024.

**PUBLICLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of July, 2024.

**APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE**, by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this \_\_\_\_ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, 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

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Hill, Jr., Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chevella Young, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricky Jernigan, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Carter, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Certification**

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

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

# 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:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CLOSING, ABANDONING, AND VACATING A UTILITIES AND DRAINAGE EASEMENT FOR CLYDE SKAFLESTAD PURSUANT TO APPLICATION VRW24-01 SUBMITTED BY SAME; FINDING CLOSING, ABANDONING, AND VACATING SAID UTILITIES AND DRAINAGE EASEMENT WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; CONDITIONING THE CLOSING, ABANDONMENT, AND VACATION OF SAID EASEMENT ON THE APPLICANT GRANTING AN ALTERNATIVE DRAINAGE EASEMENT TO THE CITY; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SUCH QUIT CLAIM OF EASEMENTS AS ARE NECESSARY TO EFFECTUATE THE INTENT HEREOF; DIRECTING THE CITY ATTORNEY TO PREPARE SAID QUIT CLAIM OF EASEMENT FROM THE CITY TO THE APPLICANT; DIRECTING THE CITY ATTORNEY TO PREPARE SAID GRANT OF EASEMENT OF THE ALTERNATIVE EASEMENT FROM THE APPLICANT TO THE CITY; FINDING IT IS IN THE BEST INTERESTS OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS TO CLOSE, ABANDON, AND VACATE SAID EASEMENT UPON THE CONDITIONS SET FORTH IN THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:

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

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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.

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

4. Additional information the governing body deems useful (if any):  
*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].*

**File Attachments for Item:**

20. Update and Direction from Council: Paul Dyal's Severance Package



<b>MEETING DATE</b>
07/01/2024

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Update and Direction from Council: Paul Dyal’s Severance Package

**DEPT / OFFICE:** City Council

**Originator:** Audrey Sikes, City Clerk

<b>City Manager</b>	<b>Department Director</b>	<b>Date</b> 6/27/2024
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**Recommended Action:**

**Summary Explanation & Background:**

Per the May 6, 2024 direction from City Council, staff sought to obtain an independent written opinion on funds paid to a departing City Manager to see if it was appropriate, and if not, what would be the remedy for the City.

It was determined the City does not have coverage via the Florida League of Cities Employment Law Advisor (ELA) hotline or with the Florida League of Cities (FLC) new loss/claims, therefore, estimates were requested from the two attorneys identified below.

Sniffen and Spellman (Michael Spellman) – Currently handles the ELA hotline for the City. Spoke with Attorney Spellman and he reported he could perform the investigation and issue the opinion but did not respond to the written request for an estimate.

Cavendish Partners, P.A. (Michael Cavendish) – Was provided as a referral from Attorney Susan Erdelyi. Spoke with Attorney Michael Cavendish and he reported he could perform the investigation and issue the opinion for an estimated 10 hours at \$330.00 per hour. (See attached estimate).

**Alternatives:**

**Source of Funds:**

**Financial Impact:**

**Exhibits Attached:**

Minutes 5/6/2024 (See page 6, Item 17)  
 Estimate from Cavendish Partners, P.A.

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on May 6, 2024 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/Mayor Stephen Witt

ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt  
Jake Hill, Jr. – absent  
Chevella Young  
Ricky Jernigan  
James Carter  
Clay Martin  
Dee Johnson  
Chief Gerald Butler  
Audrey Sikes

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

PROCLAMATIONS

- 1. Drinking Water Week - May 5 - 11, 2024

Mayor Witt presented the Drinking Water Week Proclamation to Water Treatment Plant Director, Mike Osborne.

- 2. Municipal Clerks Week - May 5 - 11, 2024

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

- 3. National Police Week - May 12 - 18, 2024

Mayor Witt presented the National Police Week Proclamation to Chief of Police, Gerald Butler, Assistant Chief of Police, Andy Miles, and Sergeant Kevin Johns.

- 4. National Tennis Month - May 2024

Mayor Witt presented the National Tennis Month Proclamation to the Lake City Columbia Community Tennis Association; Mike Null, spoke on behalf of the organization.

## APPROVAL OF AGENDA

Mayor Witt reported at the request of Mr. Hill, who was absent, Items #9 and #29 were to be removed from the agenda, as well as Item #31 due to application issues. **Mr. Jernigan made a motion to approve the agenda as amended. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.**

## PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Victor Camacho
- Glenel Bowden
- Bobby Smith
- Sylvester Warren
- Shawn Holmgren
- Mike Ferrell
- Betty Goggins
- John Cole
- Ben Loftstrom
- Sylvester Warren
- Erica Mayo

## APPROVAL OF CONSENT AGENDA

5. April 15, 2024 Regular Session Minutes
6. City Council Resolution No. 2024-029 - A resolution of the City Council of the City of Lake City, Florida, approving that certain agreement between the City, Careersource Florida Crown, and Columbia County; 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; providing for the implementation of the "Summer Youth Employment Program" to include training and employment opportunities with the City from May 28, 2024 through July 18, 2024; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2024-036 - A resolution of the City of Lake City, Florida, approving that certain Interagency Agreement between the Lake City Police Department and the State Attorney's Office of the Third Judicial Circuit of Florida for 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.
8. City Council Resolution No. 2024-037 - A resolution of the City of Lake City, Florida, approving that certain Interagency Agreement between the Lake City Police Department

and the Clerk of the Court for Columbia County, Florida for 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.

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

PRESENTATIONS – None

OLD BUSINESS

Ordinances

9. City Council Ordinance No. 2024-2271 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, amending Article II Section 2-53 of the City Code of Ordinances related to the compensation of the Mayor and Councilmembers; providing for severability; providing for codification; and providing for an effective date.

This Item was removed during approval of agenda.

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2024-2272. City Council Ordinance No. 2024-2272 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2024-2272. No one asked to be heard on City Council Ordinance No. 2024-2272, therefore Mayor Witt closed the public hearing.**

10. City Council Ordinance No. 2024-2272 (final 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 24-01, relating to an amendment to the text of the Land Development Regulations; providing for amending Subsection 13.11.3 entitled "Action on Site and Development Plan," concerning providing notice and hearings for consideration of site and development plans; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2024-2272 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Open Quasi – Judicial Proceeding

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

**Preliminary Matters (Attorney Clay Martin):**

**11. The City Attorney shall read the ordinance by title.**

City Council Ordinance No. 2024-2280 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to petition No. ANX 24-02, relating to voluntary annexation; making findings; 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; providing severability; repealing all ordinances in conflict; and providing an effective date. (Victory Land Holdings)

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

Mr. Martin asked members individually if there had been any ex-parte communication, including site visits.

Ms. Young	No
Mr. Carter	No
Mayor Witt	No
Mr. Jernigan	No

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

Mr. Martin swore in Growth Management Director Dave Young.

**14. Clerk should take custody of exhibits.**

Mr. Young submitted Exhibit 1 via electronic copy (attached to minutes).

**A. Brief introduction of ordinance by city staff.** (Dave Young)

**B. Presentation of application by applicant.** (Dave Young)

**C. Presentation of evidence by city staff.**

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

**E. Public comments.** (None)

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.**

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

**Close Quasi – Judicial Hearing**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2280 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2024-2281. City Council Ordinance No. 2024-2281 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2024-2281. After hearing public comment from Sylvester Warren, Mayor Witt closed the public hearing.**

15. City Council Ordinance No. 2024-2281 (final reading) - An ordinance of the City of Lake City, Florida, relating to activities interfering with public safety and public roads; repealing Ordinance 2021-2183 in its entirety; repealing Ordinance 2022-2220 in its entirety; amending Chapter 98, Article V Section 98-70 through section 98-73 of the City of Lake City Code of Ordinances; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2024-2281 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Resolutions – None

Other Items

16. Update City Manager Hiring Process (Mayor Stephen Witt)

City Attorney Clay Martin reported the Lake City Police Department commenced the background check last week for Mr. Rosenthal, and reported he would have a draft of his contract at the next meeting.

PUBLIC COMMENT: Glenel Bowden; Sylvester Warren

17. Update and Direction from Council: Paul Dyal's Severance Package (Interim City Manager Dee Johnson)

Mr. Johnson requested direction from members on this topic.

Mr. Carter reported rereading Mr. Dyal's contract and recommended the previous City Attorney, Todd Kennon filing an E & O claim through his law firm so the City could possibly recoup monies.

Mayor Witt spoke in opposition of filing a lawsuit, but would support getting a second opinion on the matter.

Ms. Young spoke in support for moving on from the matter.

PUBLIC COMMENT: Sylvester Warren; Shawn Holmgren; Ben Loftstrom

PUBLIC COMMENT: Eileen Morilleau

**Mr. Carter made a motion for Interim City Manager Dee Johnson to look into procuring outside counsel for the review of funds paid to Paul Dyal. The motion also provides for a recommendation to be brought back as well as the cost associated for the review. Mr. Jernigan seconded the motion. A roll call vote was taken the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

18. Discussion and Direction from Council: Readdress dollar amount for Grant Funding Policy/Application. (Community Programs Director Terri Phillips/Interim City Manager Dee Johnson)

Mr. Johnson reported this application was presented during a January Workshop and briefly reviewed the application.

Community Programs Director Terri Phillips reported the Mayors Matching Grant would be a program to implement the application process via zoom grants.

PUBLIC COMMENT: Glenel Bowden; Sylvester Warren

Mr. Carter and Mayor Witt spoke in support of the \$5,000.00 program limit.

Ms. Young spoke in support of a \$10,000.00 program limit.

PUBLIC COMMENT: Sylvester Warren

**Ms. Young made a motion to accept the application as presented with the change of the amount up to \$10,000.00. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Ms. Sikes assigned the Grant Funding Policy/Application a resolution number of 2024-038.

At this time members concurred to break from 8:06 PM until 8:14 PM.

## NEW BUSINESS

### Ordinances

19. City Council Ordinance No. 2024-2277 - (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 24-03, by the City of Lake City, relation to an amendment to the text of the Land Development Regulations; providing for amending Section 4.2 entitled Supplementary District Regulations by adding Section 4.2.15.16 entitled Offstreet Parking Requirements: for all zoning districts except C-CBD Commercial-Central Business District and Section 4.2.15.17 entitled Variance to above mentioned parking requirements; providing for amending Section 4.4.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.5.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.6.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.7.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.8.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.9.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.10.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.11.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.12.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.13.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.15.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.16.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.17.11 entitled Minimum Offstreet Parking Requirements; providing severability; repealing all ordinances in conflict; and providing an effective date.



PUBLIC COMMENT: Sylvester Warren

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2277 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

### **Open Quasi-Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script, and opened the proceeding for both Ordinance No. 2024-2283 and Ordinance No. 2024-2282.

### **Preliminary Matters (Attorney Clay Martin):**

20. City Council Ordinance No. 2024-2283 - (first reading) An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-01, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Low Density (less than or equal to 2 dwelling units per acre) to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing for an effective date. (Sugarmill Apartments Phase 2)

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

Ms. Young	No
Mr. Carter	No
Mayor Witt	No
Mr. Jernigan	No

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

Mr. Martin swore in Growth Management Director Dave Young.

23. **Clerk should take custody of exhibits. (None)**

**A. Brief introduction of ordinance by city staff. (Dave Young)**

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

**Ms. Young made a motion to approve City Council Ordinance No. 2024-2283 on first reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

- 24. City Council Ordinance No. 2024-2282 - (first reading) An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-01, by the property owner of said acreage; providing for rezoning from Residential, Single Family-2 (RSF-2) to Residential, Multiple Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing an effective date. (Sugarmill Apartments Phase 2)
- 25. **Disclosure by Council members of ex-parte communications (this includes site visits), if any.**  
  
Disclosed with companion ordinance above, see Item #21.
- 26. **Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.** (Not applicable as Mr. Young was still sworn in under companion ordinance, see Item #22)

**27. Clerk should take custody of exhibits.**

Mr. Young submitted Exhibit 1 via electronic copy (attached to minutes).

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

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2282 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Resolutions

28. City Council Resolution No. 2024-023 - A resolution of the City of Lake City, Florida, endorsing, implementing, and adopting a training program for potential fire fighter trainees; making certain findings of fact in support of the City approving said training program and agreement; designating the Fire Chief as the signatory to said agreement when implementing the program; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Fire Chief Josh Wehinger provided a brief overview of the program.

**Mr. Jernigan made a motion to approve City Council Resolution No. 2024-023. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

**Mr. Jernigan           Aye**  
**Mr. Carter             Aye**  
**Ms. Young             Aye**  
**Mayor Witt            Aye**

Other Items

- 29. Discussion and Possible Action: Remaining ARPA Funds (Council Member Jake Hill, Jr.)

This Item was removed during approval of agenda.

DEPARTMENTAL ADMINISTRATION

- 30. Discussion and Possible Action: Approval to use a maximum of \$2.2 million of the remaining ARPA funds to replace the 18-year-old Ladder 1 truck. Currently the build time after purchase of a new replacement ladder truck is two (2) years. (Chief Josh Wehinger)

**Mr. Carter made a motion to remove this Item from the table. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

Chief Wehinger explained the price increase from the April 1, 2024 Regular Session meeting, and reported the new truck would be ready January 2025.

Mr. Johnson spoke in support of purchasing a new ladder truck and reported waiving the solicitation process due to the contract being a cooperative purchase contract.

PUBLIC COMMENT: Shawn Holmgren; Sylvester Warren; Glenel Bowden

Mr. Carter and Mr. Jernigan spoke in support of the purchase.

**Mr. Carter made a motion to approve a maximum of \$2.2 million of the remaining ARPA funds to replace the 18-year-old Ladder 1 truck and accept the April 10, 2024 proposal from Sutphen. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

**Mr. Carter           Aye**  
**Mr. Jernigan        Aye**  
**Ms. Young           Aye**  
**Mayor Witt         Aye**

- 31. Discussion and Possible Action: Appointment of Tanya Johnson to the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency (Growth Management Director David Young)

This Item was removed during approval of agenda.

COMMENTS BY COUNCIL MEMBERS – None

ADJOURNMENT

**Mr. Carter made a motion to adjourn at 8:52 PM and the motion carried unanimously on a voice vote.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, City Clerk



**Michael Cavendish**  
Cavendish Partners, P.A.  
cavendish@cavpartners.com  
(904) 515-5110

June 6, 2024

**Via Electronic Mail (sikesa@lcfla.com)**

Audrey E. Sikes  
City Clerk  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

Dear Ms. Sikes:

This law firm engages in the representation of Florida City and County governments, among other areas of legal practice.

This letter confirms that your office contacted me to request an estimate for the provision of a formal independent legal opinion on a matter involving a final employment payment made to a departing City Manager.

This letter confirms that you and I spoke today by telephone about this request, and that I provided the following information and guidance:

- (1) This firm does not have conflicts, and can engage in the matter described;
- (2) The matter described is within the areas of experience in this firm's legal practice representing Florida City and County governments, and providing legal advice to their attorneys and to their governing bodies;

- (3) A typical amount of legal labor to complete an opinion for a matter like this, in our experience, is a hypothetical 10 hours;
- (4) An actual amount of legal labor hours required to complete the specific project you request may vary from this hypothetical estimate, depending chiefly upon the quantity of facts, records, and witnesses with knowledge that the matter entails;
- (5) We would extend our firm's discounted municipal government client rate of \$330.00 per hour to the City of Lake City for this engagement;

In addition, I will add that

- (6) This engagement would be performed by attorney Michael Cavendish, and no part of the legal work required would be performed by an associate or of counsel attorney;
- (7) Once the opinion is completed, reduced to a formal writing, and delivered, we would send our firm's first invoice for services. These typically are payable on a 30 day standard, although if a municipal client requires a longer invoice payment period, we work with the client to help them maintain uniformity in their accounts payables policy;
- (8) If, after the opinion is delivered, additional time is requested, such as for instance, meetings with City personnel, or attendance at a Council or Commission meeting to present the opinion and answer questions, we would bill for such additional requested time at the same hourly rate.

Please contact me at (904) 234-6002 or [cavendish@cavpartners.com](mailto:cavendish@cavpartners.com) with any questions. Thank you for the privilege of discussing this matter.

Sincerely yours,



Michael Cavendish

**File Attachments for Item:**

21. City Council Ordinance No. 2024-2273 (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 24-02; relating to an amendment to the text of the Land Development Regulations; providing for amending Section 12.4 entitled, "Notice of Hearing" by adding a provision requiring notices to property owners within three hundred (300) feet of a property that is the subject of certain land use actions; providing severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2024-2273 on first reading



# CITY OF LAKE CITY, FLORIDA

## ORDINANCE NUMBER 2024-2273

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**  
2           **TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS**  
3           **AMENDED; PURSUANT TO AN APPLICATION, LDR 24-02; RELATING TO**  
4           **AN AMENDMENT TO THE TEXT OF THE LAND DEVELOPMENT**  
5           **REGULATIONS; PROVIDING FOR AMENDING SECTION 12.4 ENTITLED,**  
6           **“NOTICE OF HEARING” BY ADDING A PROVISION REQUIRING NOTICES**  
7           **TO PROPERTY OWNERS WITHIN THREE HUNDRED (300) FEET OF A**  
8           **PROPERTY THAT IS THE SUBJECT OF CERTAIN LAND USE ACTIONS;**  
9           **PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT;**  
10          **AND PROVIDING AN EFFECTIVE DATE.**

11          **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake  
12          City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development  
13          regulations;

14          **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning  
15          Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to  
16          implement the comprehensive plan;

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

18          **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the  
19          Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City,  
20          Florida, hereinafter referred to as the Local Planning Agency;

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

29          **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required  
30          public hearing, with public notice having been provided, on said application for an amendment, as  
31          described below, and at said public hearing, the City Council reviewed and considered all comments  
32          received during said public hearing, including the recommendation of the Planning and Zoning Board,  
33          serving also as the Local Planning Agency, concerning said application for an amendment, as described  
34          below; and

35          **WHEREAS**, the City Council has determined and found that approval of said application for an  
36          amendment, as described below, is consistent with the purposes and objectives of the Comprehensive  
37          Plan; and

38 **WHEREAS**, the City Council has determined and found that approval of said application for an  
39 amendment, as described below, will further the purposes of the Land Development Regulations and  
40 other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

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

44 **WHEREAS**, the City Council has determined and found that a need and justification exist for the approval  
45 of said application for amendment, now, therefore;

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

47 **SECTION 1.** Section 12.4 of the Land Development Regulations entitled, "Notice of Hearing", is hereby  
48 amended to read as follows:

49 SECTION 12.4 NOTICE OF HEARING

50 12.4.1 The Land Development Regulation Administrator shall give notice of any  
51 public hearing required by Section 12.2 and 12.3 as follows:

52 1. Any application requiring a public hearing before the Planning and  
53 Zoning Board or Board of Adjustment, shall be noticed once in a newspaper  
54 of general circulation in the area, with the publication not less than ten (10)  
55 days prior to the hearing.

56 2. A special permit requiring a public hearing before the City Council,  
57 shall be noticed twice in a newspaper of general circulation in the area,  
58 with the publication not less than ten (10) days prior to the hearing.

59 3. An amendment to these land development regulations, including the  
60 Official Zoning Atlas, requiring a public hearing before the City Council shall  
61 be noticed in accordance with the requirements of Chapter 166.041,  
62 Florida Statutes, as amended.

63 4. In addition to the above stated notice requirements, in each of the  
64 above stated circumstances

65 a. property owners within three hundred (300) feet of the property  
66 subject to the applicable land use action shall be notified by the  
67 applicant of such action by certified mail, and proof of the mailing of  
68 these notices shall be submitted as part of the application package  
69 submittal. The Growth Management Department shall supply the  
70 names and addresses of the property owners to receive such notices,  
71 the notification letters, and the envelopes to the proponent. The  
72 notices shall to such property owners shall be postmarked a minimum  
73 of ten (10) calendar days prior to the meeting or hearing where such  
74 land use action is to be considered; and

75                            b. all rezoning, special exception and variance public hearings  
76                            before the Planning and Zoning Board and Board of Adjustment, as  
77                            applicable, shall also be noticed by prominently posting a sign on the  
78                            property that is the subject of the proposed action. Such sign shall be  
79                            posted not less than ten (10) days prior to the public hearing.

- 80                            5. The notices required by this Section shall:
- 81                            a. State the date, time and place of the public hearing;
  - 82                            b. Shall reasonably identify the property that is the subject of the  
83                            application or appeal;
  - 84                            c. Give a brief description of the action requested or proposed;
  - 85                            d. State the place where a copy of the proposed action may be  
86                            inspected by the public; and
  - 87                            e. Advise that interested parties may appear at the public hearing(s)  
88                            and be heard regarding the proposed action.

89                            **SECTION 2.** It is the declared intent of the City of Lake City, City Council that, if any section, sentence,  
90                            clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional,  
91                            void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or  
92                            unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this  
93                            Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

94                            **SECTION 3.** It is the intention of the City Council of the City of Lake City that the provisions of this  
95                            Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The  
96                            Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed  
97                            to "Section", "Article" or such other word or phrase in order to accomplish such intention. The correction  
98                            of typographical errors which do not affect the intent or substance of the ordinance may be authorized  
99                            by the City Clerk or the City Clerk's designee with the consent of the City Attorney without public hearing,  
100                            by filing a corrected or re-codified copy of the same with the City. All text shown ~~as a strike through~~ is to  
101                            be deleted. All text underlined within a section of this ordinance is adopted.

102                            **SECTION 4. Severability.** If any provision or portion of this ordinance is declared by any court of  
103                            competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and  
104                            portions of this ordinance shall remain in full force and effect.

105                            **SECTION 5. Conflict.** All ordinances or portions of ordinances in conflict with this ordinance are hereby  
106                            repealed to the extent of such conflict.

107                            **SECTION 6. Effective Date.** This ordinance shall become effective upon adoption.

108                            **SECTION 7. Authority.** This ordinance is adopted pursuant to the authority granted by Section 166.021,  
109                            Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

110 PASSED upon first reading this \_\_\_\_ day of July 2024.

111 PUBLICLY NOTICED, by publication in a newspaper of general circulation in the City of Lake City, Florida,  
112 by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of July, 2024.

113 PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present  
114 and voting, by the City Council this \_\_\_\_ day of July 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, Mayor

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

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

22. City Council Ordinance No. 2024-2288 (first reading) - An ordinance of the City of Lake City, Florida, calling for a referendum question to be placed before the qualified electors of the City of Lake City at a Special Election to be held on Tuesday, November 5, 2024; providing a Charter referendum question determining whether the means by which the City Council may establish the compensation of the Mayor and members of the City Council shall be limited exclusively to adoption of a stand alone resolution of the City Council where the subject matter of such resolution is limited to the question of such compensation, and permitting the City Council to further implement such Charter provision by ordinance; providing for requisite ballot language; providing for conflicts; providing for severability; and providing an effective date.

Adopt City Council Ordinance No. 2024-2288 on first reading

1 **CITY OF LAKE CITY, FLORIDA**

2 **ORDINANCE NUMBER 2024-2288**

3 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA CALLING FOR A**  
4 **REFERENDUM QUESTION TO BE PLACED BEFORE THE QUALIFIED**  
5 **ELECTORS OF THE CITY OF LAKE CITY AT A SPECIAL ELECTION TO BE HELD**  
6 **ON TUESDAY, NOVEMBER 5, 2024; PROVIDING A CHARTER**  
7 **REFERENDUM QUESTION DETERMINING WHETHER THE MEANS BY**  
8 **WHICH THE CITY COUNCIL MAY ESTABLISH THE COMPENSATION OF THE**  
9 **MAYOR AND MEMBERS OF THE CITY COUNCIL SHALL BE LIMITED**  
10 **EXCLUSIVELY TO ADOPTION OF A STAND ALONE RESOLUTION OF THE**  
11 **CITY COUNCIL WHERE THE SUBJECT MATTER OF SUCH RESOLUTION IS**  
12 **LIMITED TO THE QUESTION OF SUCH COMPENSATION, AND**  
13 **PERMITTING THE City COUNCIL TO FURTHER IMPLEMENT SUCH**  
14 **CHARTER PROVISION BY ORDINANCE; PROVIDING FOR REQUISITE**  
15 **BALLOT LANGUAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR**  
16 **SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

17 **WHEREAS**, Section 302 of the Charter of the City of Lake City (“Charter”) presently provides the City  
18 Council has the authority to set the salaries of the mayor and members of the city council by ordinance;  
19 and

20 **WHEREAS**, the City has applied Section 302 of the Charter via the annual budget approval process which  
21 process does not necessarily allow for a stand-alone vote by the City Council on the single subject of the  
22 compensation of the mayor and members of the city council; and

23 **WHEREAS**, Florida Statute 166.031 provides that a governing body of a municipality may, by ordinance,  
24 submit to the electors a proposed amendment to its charter; and

25 **WHEREAS**, the City Council of the City of Lake City desires to submit one (1) referendum question to the  
26 city’s qualified electors that, if approved, would strike the present provision of Section 302 of the Charter  
27 authorizing establishment by ordinance the annual salaries of the mayor and members of the city council,  
28 and instead establish that (i) the Mayor and City Council may only establish or change the compensation  
29 of the mayor and members of the city council by adoption of a stand-alone resolution where the subject  
30 matter of such resolution is limited to the question of such increase in compensation, and (ii) the city  
31 council and mayor may further implement the provisions of the newly adopted charter provision by  
32 ordinance; and

33 **WHEREAS**, if the proposed amendment to Section 302 of the Charter were disapproved the annual  
34 compensation of the mayor and members of the city council would continue to be set by ordinance; and

35 **WHEREAS**, the City Council desires to hold an election on said referendum question on November 5, 2024;  
36 now, therefore,

37 **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:**

38 **Section 1.** A referendum of the City’s qualified electors is hereby called to be held on Tuesday,  
39 November 5, 2024, for the purpose of submitting to such electors the referendum question, as more  
40 particularly set forth below, determining whether (i) the mayor and city council may only establish or  
41 change the compensation of the mayor and members of the city council by adoption of a stand-alone  
42 resolution where the subject matter of such resolution is limited to the question of such establishment or  
43 change in compensation, and (ii) the city council and mayor may further implement the provisions of the  
44 newly adopted charter provision by ordinance; or, alternatively whether annual compensation of the  
45 mayor and members of the city council shall continue to be set by ordinance.

46 **Section 2.** The question pertaining to whether the City’s Charter shall be amended to require that the  
47 mayor and city council (i) may only establish or change the compensation of the mayor and members of  
48 the city council by adoption of a stand-alone, single-subject resolution, and (ii) permitting the city council  
49 and mayor to adopt by ordinance further provisions implementing the newly adopted charter provision;  
50 or alternatively shall continue to provide that compensation of the mayor and members of the city council  
51 shall be set by ordinance shall be submitted to the qualified electors of the City in substantially the  
52 following form which shall be printed on both English language and Spanish language ballots in one of the  
53 following forms, as appropriate:

54 **SHALL MAYORAL AND CITY COUNCIL COMPENSATION BE DETERMINED**  
55 **BY SINGLE SUBJECT, STAND ALONE RESOLUTION**

56 Shall the city’s charter be amended to provide the compensation of the  
57 mayor and members of the city council shall only be established or  
58 changed by adoption of a stand-alone, single-subject resolution, and  
59 further permitting the city council and mayor to adopt an ordinance to  
60 further implement the provisions of the foregoing charter provision, if  
61 adopted?

62 \_\_\_\_\_ **YES** to amend the charter as stated above.

63 \_\_\_\_\_ **NO** to continue establishment by ordinance the  
64 annual salaries of the mayor and members of the city  
65 council.

66 **LA COMPENSACIÓN DEL ALCALDE Y DEL CONCEJO MUNICIPAL SE**  
67 **DETERMINARÁ EN UN ÚNICO ASUNTO, RESOLUCIÓN INDEPENDIENTE**

68 ¿Se deben enmendar los estatutos de la ciudad para proporcionar la  
69 compensación del alcalde y los miembros del concejo municipal? Sólo se  
70 establecerá o cambiará mediante la adopción de una resolución  
71 independiente de un solo tema, y además permitirá que el concejo  
72 municipal y el alcalde adopten una ordenanza. para implementar aún  
73 más las disposiciones de la disposición constitucional anterior, si se  
74 adopta?

75 \_\_\_\_\_ **SÍ** para modificar la carta como se indicó  
76 anteriormente.

77 \_\_\_\_\_ **NO** a continuar estableciendo mediante ordenanza  
78 los salarios anuales del alcalde y miembros del  
79 concejo municipal.

80 **Section 3.** If the referendum is approved by the qualified electors of the City, the following provisions of  
81 the Charter shall be amended as follows:

82 **Article II, Section 302, Paragraph (d):**

83 (d) Compensation of the mayor and members of the city council. ~~The council~~  
84 ~~shall have the authority by ordinance to set the annual salary of the mayor,~~  
85 ~~councilmembers and its members.~~

86 (1) The exclusive means of establishment of, or change in the  
87 compensation of the mayor and/or the members of the city council  
88 shall be by resolution which resolution shall have as its only subject the  
89 matter of establishment of and/or changes to the compensation of the  
90 mayor and members of the city council.

91 (2) Such ordinances as are necessary and prudent to effectively implement  
92 the foregoing paragraph d(1) may be adopted in furtherance of same.

93 **Section 4.** All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they  
94 conflict with this Ordinance, repealed.

95 **Section 5.** It is the declared intent of the Lake City City Council that, if any section, sentence, clause,  
96 phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or  
97 inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality  
98 shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the  
99 exclusion of such part or parts, shall be deemed to be valid.



**100** Section 6. This Ordinance shall be effective immediately upon adoption on second reading.

**101** **APPROVED, UPON THE FIRST READING,** by the City Council of the City of Lake City at a regular  
**102** meeting, on the \_\_\_\_ day of July, 2024.

**103** **PUBLICLY NOTICED,** in a newspaper of general circulation in the City of Lake City, Florida, by the  
**104** City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of July, 2024.

**105** **APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE,** by an affirmative  
**106** vote of a majority of a quorum present of the Lake City City Council, at a regular meeting this \_\_\_\_ day of  
**107** July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Stephen M. Witt, 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