
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

December 19, 2022 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revision made 12/19/2022: Item #4 Added

The 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 - Vice Mayor/Council Member Todd Sampson

Roll Call

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

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

Proclamations - None

Minutes

- [1.](#) December 5, 2022 Regular Session

Approval of Agenda

Public Participation/Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments

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

Approval of Consent Agenda

- [2.](#) The Olustee Festival Committee is requesting approval to hang the Olustee Festival Banner on the Welcome to Lake City Signs. The festival will be held on Friday, February 17, 2023 through Saturday, February 18, 2023.
- [3.](#) The Police Department is requesting approval for the purchase of the VirTra 100 LE training simulator, via sole source, at a cost of \$44,277.18. This simulator will be used for training officers to increase safety in real situations, and will be used during the Citizens Police Academy classes.

Presentations - None

Old Business

- [4.](#) Discussion and Possible Action: Employment Agreement for Mangement Services between the City of Lake City, Florida, and Paul Dyal.

Reference: Exhibit A - Contract submitted by Paul Dyal and Exhibit B - Contract with red line changes made by City Attorney Todd Kennon and Council liaison Jake Hill, Jr.

New Business

Ordinances

- [5.](#) City Council Ordinance No. 2022-2233 (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 22-07, 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 Commercial 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 severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2022-2233 on first reading.

- [6.](#) City Council Ordinance No. 2022-2234 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or

more contiguous acres of land, pursuant to an application, Z 22-06, by the property owner of said acreage; providing for rezoning from Commercial, General (CG) to Residential, Multiple Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2022-2234 on first reading.

- [7.](#) City Council Ordinance No. 2022-2235 (first reading) - An ordinance of the City of Lake City, Florida, adopting a Tax Deferral Policy for affordable rental housing property; providing for the addition of provisions to the City Code implementing Ad Valorem Tax Deferrals for the operation, rehabilitation, renovation, or development of affordable rental housing; providing for the repeal of ordinances in conflict; providing for severability; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2022-2235 on first reading.

- [8.](#) City Council Ordinance No. 2022-2236 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 22-01, 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.

Adopt City Council Ordinance No. 2022-2236 on first reading.

- [9.](#) City Council Ordinance No. 2022-2237 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 22-02, 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 for severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2022-2237 on first reading.

Resolutions

- [10.](#) City Council Resolution No. 2022-131 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance and execution of State of Florida Department of Transportation, Public Transportation Grant Agreement; and providing an effective date.
- [11.](#) City Council Resolution 2022-133 - A resolution of the City Council of the City of Lake City, Florida, retiring Canine Gyllian from the Lake City Police Department

and authorizing the adoption of Canine Gyllian to Police Officer Chauncey Mays; relinquishing any and all liability for the housing, care, veterinary needs, and food related to Canine Gyllian; and establishing an effective date.

- [12.](#) City Council Resolution No. 2022-134 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Third Judicial Circuit Mutual Aid Agreement between Municipalities and Sheriffs of Counties located in the Third Judicial Circuit of Florida, through the Lake City Police Department.
- [13.](#) City Council Resolution No. 2022-135 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services that are provided to adult and adolescent victims and survivors of rape.
- [14.](#) City Council Resolution No. 2022-136 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services to victims and survivors of domestic violence.
- [15.](#) City Council Resolution No. 2022-137 - A resolution of the City Council of the City of Lake City, Florida, amending the Annual Operating Budget for the fiscal year beginning October 1, 2021.
- [16.](#) City Council Resolution No. 2022-139 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Five to the continuing contract with Gmuer Engineering, LLC; providing for the extension of a water main into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery RD; providing for a cost not-to-exceed \$7,600.00; and providing for an effective date.

Other Items

17. Discussion and Possible Action: HAECO Lease (Presenter: Attorney Todd Kennon and City Manager Paul Dyal)
18. Discussion and Possible Action: Schedule Council Photo Session on Monday, February 6, at 5:00 PM.

Departmental Administration

- [19.](#) Discussion and Possible Action: Request to change budgeted vacant position of Wastewater Operator to a Trainee position in hopes of filling the position and allowing the person to obtain licensing while working for the City (Presenter: Wastewater Director Cody Pridgeon)

Comments by Council Members

Adjournment

YouTube Channel Information

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

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

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

File Attachments for Item:

1. December 5, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 5, 2022 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

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

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS – None

MINUTES

1. November 21, 2022 Regular Session

Mr. Sampson made a motion to approve the November 21, 2022 regular session minutes. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION/PERSONS WISHING TO ADDRESS COUNCIL

- Nick Patel
- Stew Lilker
- Sylvester Warren
- Tim Murphy

APPROVAL OF CONSENT AGENDA

2. Approval to apply for the LCQ FY2023 FAA AAIP grant preapplication in the amount of \$165,000 for the South Airfield Drainage Study to survey/identify, assess, model and make recommendations of existing and proposed drainage improvements along the

south side of the airport. FAA Share is (90%) \$148,500, State (8%) \$13,200 and local match is (2%) \$3,300.00.

3. Approval of job descriptions for new positions approved during the FY 23 budget process and approval of revisions of certain current job descriptions to align with the new reporting chain.

Mr. Hill made a motion to approve the consent agenda consisting of items two and three listed above. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS – None

OLD BUSINESS

Ordinances – None

Other Items

4. Discussion and Possible Action: Proposal from Tetra Tech in the amount of \$10,000.00 for re-assessment of City Hall (City Manager Paul Dyal)

Mr. Dyal suggested Tetra Tech perform an assessment to update the previous assessment from 2018, and to hold a workshop after the first of the year, to discuss and explore options for City Hall.

Attorney Kennon confirmed it would be a good idea to renew the July 5, 2022 motion with the new council members.

Mr. Hill made a motion for Tetra Tech to perform their re-assessment of a structural analysis of City Hall. The motion identifies the \$10,000.00 funding source as contingency or general fund. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

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

NEW BUSINESS

Ordinances – None

Resolutions

5. City Council Resolution No. 2022-132 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through the Lake City Police Department to accept quote from Axon Enterprises, Inc. for purchase of tasers and associated equipment and to authorize the execution of any contracts with Axon Enterprises, Inc. related to the purchase of tasers and associated equipment; providing for cost not to exceed \$154,380.38; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

Chief Butler elaborated on the associated equipment would be regarding the purchase from Axon Enterprises, Inc.

Mr. Sampson made a motion to approve City Council Resolution No. 2022-132, authorizing the City, by and through the Lake City Police Department to accept quote from Axon Enterprises, Inc. for purchase of tasers and associated equipment and to authorize the execution of any contracts with Axon Enterprises, Inc. related to the purchase of tasers and associated equipment, and providing for cost not to exceed \$154,380.38. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

Other Items

6. Discussion and Possible Action: Council to elect Vice-Mayor to serve January 2023 to December 2023 (Mayor Stephen Witt)

Mr. Hill made a motion to elect and appoint Mr. Sampson as Vice-Mayor to serve January 2023 to December 2023. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

7. Discussion and Possible Action: Letter from Board of County Commissioners dated November 21, 2022 regarding City's intent for the future of Richardson Community Center (City Manager Paul Dyal)

Mr. Dyal reported the City received a letter from the County requesting an update on the intent and future use of Richardson Community Center. He suggested this item could be a potential workshop topic if it needed further discussion.

Mr. Hill reported the lease with the County for the community center was a 20-year term, starting January 1, 2008, and stated the County was doing a great job with the center. His only concern is the lack of restrooms for the park.

PUBLIC COMMENT: Glenel Bowden; Sylvester Warren

Mr. Sampson stated he would vote to transfer the community center to the County as soon as possible after the grant was finished. He suggested to have the City Attorney look into deeding the property to them and changing the existing grant to name the County as the administrator.

Both Ms. Young and Mr. Jernigan stated they did not want to disrupt an active agreement.

Members concurred to honor the existing agreement with the County.

8. Discussion and Possible Action: City Manager Position and Contract (Mayor Stephen Witt and Council)

Mayor Witt reported speaking with City Attorney Todd Kennon about negotiations with Mr. Dyal and suggested having a Council member work with Mr. Kennon on those negotiations.

Mr. Hill agreed and recommended Mr. Dyal and Mr. Kennon negotiate a contract to bring back before Council for consideration.

Mr. Sampson made a motion to appoint Council Member Hill to serve as the Council liaison to work with City Attorney Kennon in the negotiation of a contract with City Manager Paul Dyal.

PUBLIC COMMENT: Glenel Bowden; Vanessa George; Sylvester Warren; Stew Lilker

Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

COMMENTS BY COUNCIL MEMBERS

Mayor Witt announced upcoming dates of interest for the public: Saturday, December 4, 2022 Tree Lighting and Evening Farmers Market in Olustee Park from 4:00 PM until 7:00 PM; Friday, December 9, 2022 Movie Night featuring The Polar Express and Food Truck Rally at the Darby with food trucks opening at 5:00 PM and movie starting at 7:00 PM; Saturday, December 10, 2022 Christmas in Columbia Holiday Market from 9:00 AM until 4:00 PM and the Rotary Christmas Parade at 6:00 PM.

Mr. Hill thanked everyone for attending the meeting.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:20 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

2. The Olustee Festival Committee is requesting approval to hang the Olustee Festival Banner on the Welcome to Lake City Signs. The festival will be held on Friday, February 17, 2023 through Saturday, February 18, 2023.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
ITEM NO.	

SUBJECT: Banners on Welcome to Lake City Signs

DEPT / OFFICE: Community Program/City Manager's Office

Originator: Terri Phillips		
City Manager Paul Dyal	Department Director	Date 12/12/2022
Recommended Action: The Blue Gray Committee is requesting to put the Olustee Festival Banners on the Welcome to Lake City Signs for advertisement for the festival.		
Summary Explanation & Background: The Blue Gray Committee is requesting to put the Olustee Festival Banners on the Welcome to Lake City Signs for advertisement for the festival.		
Alternatives: Provide another location or not approve to have signs posted.		
Source of Funds: None		
Financial Impact: None		
Exhibits Attached: Email from Faye Warren requesting the banner placement		

Phillips, Terri

From: FAYE WARREN <bowlingwarren@comcast.net>
Sent: Monday, December 12, 2022 11:07 AM
To: Phillips, Terri
Subject: Festival permit and question on signage

Terry,

Great festival downtown Saturday Terri. Good turnout. I walked and talked with vendors.

Several questions:

Will you provide me a copy of the Festival Permit I filed with the City for my records. The one approved by the City Council.

Did you check on the signage on the entrance signs and also on what was the property of the Lake Shore Hospital Authority (now owned by the City) the two iron signs entering the area on that property. Will we be able to pick the Olustee Festival signs on either of those signs?

Don't forget the January 12th Safety Meeting at the Police Dept. at 4 PM. Also whom do we invite from the Public Works Dep. or will you take care of that.

Faye Bowling-Warren
bowlingwarren@comcast.net

File Attachments for Item:

3. The Police Department is requesting approval for the purchase of the VirTra 100 LE training simulator, via sole source, at a cost of \$44,277.18. This simulator will be used for training officers to increase safety in real situations, and will be used during the Citizens Police Academy classes.

MEETING DATE
12-19-22

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: VirTra 100 LE Training Module Simulator

DEPT / OFFICE: Lake City Police Department

Originator: Chief Gerald Butler <i>GB</i>		
City Manager Paul Dyal	Department Director Chief Gerald Butler	Date 12-13-22
Recommended Action: Purchase of the VirTra 100 LE training simulator. This company is the only one that can produce and sell a device using electronic impulses to simulate consequences during screen-based simulation training. This company is the only available source of this patented Threat-Fire device. It is a portable, one-screen virtual small arms training solution that translates into real-world survival skills. Use of this device will allow for more training in a variety of scenarios. Cost: \$44,277.18		
Summary Explanation & Background: This simulator will be used for training of officers to increase their safety in real situations. The simulator will also be used during the Citizens Police Academy classes.		
Alternatives: Not Purchase		
Source of Funds: FY23 Line Item: "Training Simulator" \$45,000.00 under 001.11.521-060.64		
Financial Impact: Approved in FY23 Budget		
Exhibits Attached: <ul style="list-style-type: none"> • Bid from VirTra for \$44,277.18 • Information booklet from VirTra outlining their Mission and other information on their product and its successful use by law enforcement agencies. 		

VirTra

V-100[®]

The V-100[®] is a portable, one-screen virtual small arms training solution that translates into real-world survival skills.

“ It allows for those mistakes to happen and get corrected before they are a problem for the agencies that we train for, and really that’s a huge piece of why we implemented this. We want to improve the training in a way that’s going to allow for those better choices down the road. ”

Todd Brophy, Washington State Criminal Justice Academy

“ The VirTra simulator allows Marksmanship and realistic scenario-based training to take place on a daily basis without the need for a shooting range, protective equipment, role players, safety officers or a scenario-based training site. ”

Officer Yong Lee, Instructor & Firearms Training Coordinator, Bellevue, WA



SYSTEM CAPABILITIES

MULTIPLE RANGE ENVIRONMENTS

Choose from a variety of environments, weather, wind speeds, shooting positions and more.

REAL WORLD BALLISTICS

Capable of replicating live fire and shooting distances up to 2,000m. Ballistics calculator is independently verified with .02 milliradians accuracy.

VIDEO AUTHORING

Equipped with video authoring abilities that allows the end user to create customized scenarios.

TRAINING CONTENT LIBRARY

Multiple training points for objective-based learning.

HIGH QUALITY

Scenarios are filmed in high fidelity – including 4K and above – with real actors for maximum training immersion.

COURSEWARE

Includes: Active Shooters, De-Escalation, Emotionally Disturbed Person (EDP), High-Risk Entries and Skill Drills.

DEBRIEF/AAR CAPABILITY

Identify events, shot sequence and hit/miss placements down to one-hundredths of a second.

BUILT BY EXPERTS

Built by VirTra SMEs and external industry experts with a combined 300+ years of experience.

FOLLOW US ON



Tuell, Susan

From: Nelmes, Karen
Sent: Monday, December 12, 2022 1:32 PM
To: Tuell, Susan
Subject: FW: Virtra
Attachments: Sole Source of Virtra Training Module.pdf

For you as well.

Regards,

Karen Nelmes, CPPB, NIGP-CPP
Director of Procurement
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055
Phone: (386) 719-5818
Fax: (386) 755-6112
nelmesk@lcfla.com

Warehouse Hours of Operation: Monday through Friday 7:30am to 12:00pm and 12:30pm to 3:30pm

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.



From: Nelmes, Karen
Sent: Monday, December 12, 2022 1:31 PM
To: Butler, Gerald <ButlerG@lcfla.com>; 'Andy Miles (MilesA@lcfla.com)' <MilesA@lcfla.com>
Cc: Dyal, Paul <DyalP@lcfla.com>; Sikes, Audrey <SikesA@lcfla.com>; Bruner, Joyce <BrunerJ@lcfla.com>
Subject: Virtra

Chiefs

Mr. Dyal would like to put this on the consent agenda since this is currently over the bid threshold. PD would like to sole source this purchase of Virtra Training.

This company has developed and has patent on Threat-Fire device. They are the only simulator company that can produce and sell using any device using electronic impulses to simulate consequences during screen-based simulation training.

Virtra is also the only company that can produce or sell a specially triggered training cartridge for the Taser line of products by Axon.

Virtra is the only company in the U.S. that can produce and sell a special designed kit that affordably converts a live firearm into a safe and reliable training tool.

Please see the attached documentation.

Regards,

Karen Nelmes, CPPB, NIGP-CPP
Director of Procurement
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055
Phone: (386) 719-5818
Fax: (386) 755-6112
nelmesk@lcfla.com

Warehouse Hours of Operation: Monday through Friday 7:30am to 12:00pm and 12:30pm to 3:30pm

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REQUEST FOR SOLE SOURCE

TO: Procurement Department

FROM: Andy Miles / Police.
Name of Department Head Department/Division

SUBJECT: Sole Source Request for the purchase of:
Virtra Training Modules.

REQUESTED SUPPLIER: _____

This is a sole source because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment,
- sole provider of goods and services for which there is a established standard
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail in attachment).

What necessary features does this vendor/manufacture provide which are not available from other vendors/manufacturers? Please be specific.

Internet research was done found Virtra was sole sourced in other agencies + could not find reference to others

What steps were taken to verify that these features are not available elsewhere? like it.

Signature Date

Procurement Department Approved () Denied ()

If denied, Reason:

Signature Date



August 2022

For the purposes of creating a sole source justification for VirTra Inc's line of simulators, specifically the VirTra V-100-LE: the following details regarding interconnected and specific applications should be considered:

VirTra has been developing and producing a proprietary simulation system and software using multiple screens and real video for small arms and use of force training since 2001. Based upon our research, VirTra is the only manufacturer of firearms simulation equipment and proprietary software to incorporate real and interactive video seamlessly displayed and fully interactive across all screens at the same time. Video based characters and laser tracking equipment can be engaged and detected on each of the screens of the simulator at the same time or in series of events that trigger others to occur on different screens.

In addition, VirTra invented the **Threat-Fire™** Device and is the only manufacturer of this equipment throughout the world. VirTra has been awarded a **US Patents (#8,016,594, #8,267,691)** for the Threat-Fire device and is the only simulator company that can produce or sell any device using electronic impulses to simulate consequences during screen-based simulation training. The Threat Fire device can be added to any and all VirTra simulators after the initial purchase and at a later date.

VirTra has been awarded **US Patent #10,438,503**, which relates to VirTra's TASER® cartridge kits. VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies. The patent covers VirTra's proprietary method of reliably triggering the training device based on the unique acoustic sound produced by a TASER Conducted Energy Weapon's (CEW) electrical arc. This innovation allows trainees to deploy the cartridges from a real TASER CEW during simulation training and avoid high-voltage feedback. It also allows trainees to practice with a TASER CEW's "ARC" and/or "Re-ARC" functions, which increases the realism of each training session. By using a live CEW while training in VirTra's simulators, trainees are able to improve their technique and develop proper habits that carry into real world situations. The patent applies to both legacy units and the latest multi-cartridge systems used for the TASER X2 and TASER 7 weapons.

"TASER CEWs have been classified as 'less-lethal' devices, and as such, require the same type of high quality, judgmental use-of-force simulation training as lethal devices like firearms," said Lon Bartel Director of Training and Curriculum at VirTra. "By combining live TASER CEW and VirTra training cartridges with VirTra's simulators and library of content, trainees have an opportunity to develop critical decision-making skills when under stress as well as further develop safe weapon handling by practicing the removal and replacement of cartridges during simulations that escalate "

VirTra has been awarded **US Patent #10,436,539**, which relates to mechanical malfunction of real firearms used in simulation training. VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism. This patent addresses the growing need to safely, affordably, and accurately reproduce the intricacies of real firearms for training purposes. Patent 10,436,539 expands VirTra's growing library of intellectual property related to affordably converting real firearms (whether pistol or rifle) into suitable training tools that can be used in realistic simulation training without the expense or hassle of modifying the original firearm

VirTra has created a proprietary software package called **V-Author™**. The V-Author software allows for the creation of unique training content that can only be used on the VirTra line of simulation equipment. The V-Author software is the only known software allowing for the creation and display of real video-based assets on multiple, seamless screens where all are interactive. V-Author software and scenarios can be added to any and all VirTra simulators after the initial purchase and at a later date as requested by the customer.

VirTra's - Virtual Interactive Coursework Training Academy™ (**V-VICTA**)- delivers a program specifically for law enforcement departments that are designed to Teach, Train, Test and Sustain from an all-in-one solution. This program provides a nationally recognized certified curriculum and interactive virtual coursework that was developed exclusively with nationally recognized partnerships. Combined with VirTra's simulators, V-VICTA provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that is not available anywhere else.

For over 25 years, VirTra has been an interactive partner for de-escalation, active shooter, judgmental use of force, situational awareness and firearms training for law enforcement, military, and educational markets. With V-VICTA™, we've developed an easy turn-key training program to provide and support law enforcement training programs in an efficient and cost-effective manner.

VirTra has ensured the integration of what the leading science discovers about Simulation and adult learning is woven into all of our material to help maximize the effects of training time and increase abilities learned in the scenarios. Please contact us for information about how to integrate V-VICTA into your department's training environment.

As of the date of this letter, VirTra's V-VICTA includes the following nationally certified courses with the V-100-LE product:

Contact & Cover Concepts: 18119-1807

Human Factors in Force Encounters: 18120-1808

Injured Officer Handgun Manipulation: 18122-1808

Tourniquet Application under Threat: 18123-1809

Taser Targeting: 18126-1809

High Risk Vehicle Stop: Communication to Custody: 18171-1901

Active Threat/Active Killer (ATAK): Basic Principles-(Module 1): 19216 - 1910

Weapon Transitions: 20228-2003

Tourniquet Application Under Threat II: 20227-2002

The Advanced Training Certification Course (ATCC) course includes the following accreditation:

Simulation Science: Foundations of Simulated Event Module 1: 19172-1901

Gap Analysis and Troubleshooting: 19175-1904

Fundamentals of V-Marksmanship: 19176-1907

VirTra Advanced V-Marksmanship: 19185-1906

In summary:

- VirTra Simulators have the exclusive ability to simulate return fire and consequences, with our patented **Threat-Fire™** device, delivering electrical impulses to the trainee.
- VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies.
- VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism
- VirTra Simulators seamlessly display real and completely interactive video across all multiple and interconnected screens.
- VirTra Simulators use an automatic 'table top' refill station with a **liquid compression pump** to recharge the liquid CO2 propellant used in the tether-less recoil systems. The refill station uses Adapter Plates custom made to fit specific magazines.
- The VirTra **V-Author™** scenario software can only be used on VirTra Simulators.
- The VirTra **V-VICTA™** coursework offers over 60 hours of nationally approved and certified training curriculum.
- VirTra Inc. is the only manufacturer of simulation equipment that offers an **Upgrade Path**.

VirTra is the only responsive and responsible source for the above-mentioned equipment and capabilities as they relate to incorporation with the VirTra V-100-LE equipment. This statement is supported by market research and exclusively fulfills the needs of the purchaser. VirTra Systems is the only manufacturer and directly offers the patented **Threat-Fire™**, the patented VirTra TASER® cartridge kits and mechanical malfunction kit for use in real firearms, **V-Author™** scenario software, **V-VICTA™** coursework and other products referenced in herein.

Tom Cameron

Thomas Cameron

Southeast Regional Sales Manager

Account Name	Lake City Police Department	Created Date	12/1/2022
Contact Name	Andy Miles	Quote Number	00007225
Phone	(386) 758-5421 📞	Expiration Date	12/30/2022
Email	milesa@lcfldpd.com		
Ship To Name	Lake City Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488 📞
		Email	tcameron@virtra.com

Notes: Please let me know if you are tax exempt

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00		\$0.00
V-100LE-1	VirTra 100 LE (w/ 1 year warranty)	Includes projector, shot tracking equipment, low light kit, scenario authoring software, collapsible screen, laptop computer and a hard case for easy transport. One year warranty and support services included.	\$18,183.77	1.00	10.00%	\$16,365.39
V-100-INSTL	VirTra 100 Installation/Training	VirTra Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS.	\$3,031.60	1.00		\$3,031.60
SP-V100-A	Service Plan - V-100® - Annual	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, emergency travel, software updates, and overnight shipping.	\$3,600.00	1.00		\$3,600.00
VTRK-SWMP	VirTra Tetherless-Smith & Wesson M&P	Micro-switch activated tetherless handgun recoil kit for Smith & Wesson M&P- 9 mm, .40 caliber, 1.0 or 2.0 variants. Customer to specify type. Includes one magazine. (All recoil kits convert real firearms which must be supplied by the customer).	\$4,844.73	2.00	10.00%	\$8,720.51
VTRK-SWMP-MAG	VirTra Tetherless-Smith & Wesson M&P-Magazine	Additional magazine for use with the VTRK-SWMP recoil kits.	\$642.47	2.00		\$1,284.94
		VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16. Includes internal laser and				

VirTra

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V-M4-RK	VirTra Engineered Tetherless M4 Kit	one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	\$5,280.81	1.00	10.00%	\$4,752.73
V-M4-SM	VirTra Tetherless-Standard M4 Magazine	VirTra engineered, refillable, double seal, standard magazine. One refill station (VWSA-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	\$980.50	2.00		\$1,961.00
VLSI-SHG	Laser Insert-Shotgun	Non-eject shotgun laser insert for all 12 gauge pump action shotguns. Please contact us to confirm weapon compatibility.	\$699.60	1.00		\$699.60
VNLW-OCC-MK3	OC Canister-MK3	Laser-based MK3 model OC training device.	\$2,273.70	2.00		\$4,547.40
V-T7-12/3.5	(PRE ORDER ONLY) TASER® 7 Simulation Cartridge Package B	(PRE ORDER ONLY) TASER 7® simulation cartridge package B: Simulates close quarter (12 deg.) and standoff (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	\$3,438.53	1.00		\$3,438.53
V-TF	V-Threat-Fire	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$3,831.90	1.00		\$3,831.90
VWSA-RFC	CO2 Refill Table Clamp	Refill nozzle, braided hose and table clamp to refill CO2 gas from a CO2 tank using CGA320 thread.	\$1,043.57	1.00		\$1,043.57
TID	Trade-In Discount	One time system trade-in credit to be applied upon invoice. Product return shipping charges responsibility of customer.	(\$10,000.00)	1.00		(\$10,000.00)
Subtotal						\$46,592.58
Discount						7.12%
Total Price						\$43,277.17
S&H						\$1,000.00
Grand Total						\$44,277.18

Sales Terms and Conditions for Direct Sales to End Users/Buyer Effective as of August 13, 2020 (supersedes all prior versions)

Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services "Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.

All Sales Final. All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

Restocking Fees. In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

Tax Exemption. If Buyer requests tax exempt status then Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Shipping; Title; Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

Not For Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

Regulations and Restrictions. Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra and that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any

portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications

Severable Provisions. If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Limitation of Liability. Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

Relationship of Parties. Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either of the parties as the agent of the other.

Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

Entire Agreement. These T&C, along with the any product warranty, license and service agreement(s) provided, constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

Governing Law: Jurisdiction and Venue. The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to these T&C and the associated transactions.

Exclusions and Limitations; Release. To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party

To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: _____

Printed Name: Pavni Dyal

Date: 12/07/22

-SELECT PAYMENT METHOD-

_____ Credit Card: include contact information only
(subject to limits)

_____ Purchase Order:

_____ Check:

_____ Other (please specify):



VirtTra

LAW ENFORCEMENT SIMULATION TRAINING
SAVING LIVES | BUILDING TRUST



VIRTRA MISSION

SAVING LIVES AND
BUILDING TRUST

VirTra's mission is to save law enforcement, military and citizen lives by developing, manufacturing and supporting the most powerful training simulators, scenarios and accessories worldwide. We believe that the more prepared and knowledgeable an officer is, the better decisions they will make in the field and in their communities. This is accomplished by our team of professionals, with one-third of employees as veterans or retired Law Enforcement who best understand the field, its unique challenges and the necessary training materials needed for the next generation of public defenders. Departments can utilize this expertise by implementing and expanding advanced training policies and programs. Take your officers' skills to the next level—and increase trust within your community—with new curriculum, science-based adult learning and immersive scenarios based on real situations.

VirTra 480.968.1488 | Sales 480.968.1488 Ext. 7 | Service 480.968.1488 Ext. 8

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TRAINING THAT BUILDS TRUST

A HIGHER STANDARD IN LAW ENFORCEMENT TRAINING

VirTra was founded in 1993 and has been developing and producing proprietary simulation training ever since. Our goal is to help officers return home safely, while in turn, keeping their communities safer. This is why we create our realistic, immersive judgmental use of force training solutions—based on scientific research—as they keep officers safe, prepared and armed with excellent skills.

These skills include knowing how to interact with and address every member of the community—ranging from Autistic individuals to those suffering from depression—improving relations between the community and officers. VirTra's nationally-certified curriculum focuses on these areas, in addition to mental illness, de-escalation and more to produce the most well-rounded officers.

VirTra accomplishes all of this by providing state-of-the-art software, hardware, scenarios, curriculum and accessories created by industry professionals and subject matter experts. In fact, one-third of VirTra's staff are veterans and retired Law Enforcement who best understand the field, its unique challenges and how to create necessary training materials to bridge any gaps.



"ENHANCES OFFICERS' TRAINING"

The recent conversations regarding police encounters with citizens across our country has raised questions about community policing, officer training, officer safety, and how officers interact with different people. The VirTra V-300 4K simulator provides the needed tools to enhance our officers' training as we continue to keep our city safe. I look forward to seeing the benefits and progress we make by using the VirTra simulator.



Chief Orlando Rolón
Orlando Police Department

2



"YOU CANNOT TRAIN ENOUGH"

"I understand that you cannot train enough for real-life situations."
"Once I got into the police department as mayor, learning what they do, I understood that you really can't train enough for the real-life situations that these officers get into."



Dean O'Conner,
Mayor Attoona, IA

3



“OFFICERS ARE FORCED TO MAKE A DECISION BETWEEN HEARTBEATS”

“Officers are forced to make a decision between heartbeats. It’s this a scenario that requires me to use deadly force or not? This system helps prepare them for that by repetition. By repeatedly going through those kinds of experiences their skills develop and are honed, and they are more able to perform very well.”



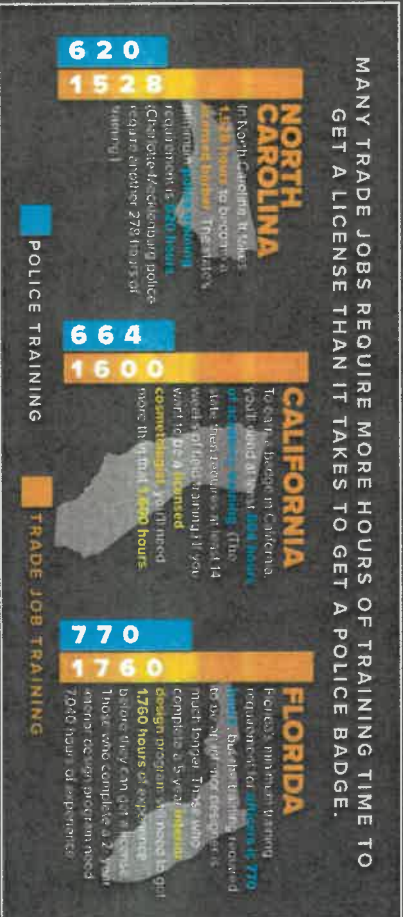
William Fowlke,
Trainer Utah Attorney General's Office

4

87% OF RESPONDENTS SUPPORT ADDITIONAL TRAINING FOR POLICE ON DE-ESCALATION TACTICS⁽¹⁾

VIRTRA'S V-VICTA™—VIRTUAL INTERACTIVE COURSEWORK TRAINING ACADEMY—DELIVERS A PROGRAM FOR LAW ENFORCEMENT TRAINING

MANY TRADE JOBS REQUIRE MORE HOURS OF TRAINING TIME TO GET A LICENSE THAN IT TAKES TO GET A POLICE BADGE.



EFFECTS OF TRAINING UNDER STRESS

“The current study confirms earlier research. In the sense that training with anxiety improves performance under stressful circumstances (Oudejans 2008; Oudejans and Dijkers 2009, 2010). In addition, we provided indications that these positive effects of training with anxiety may be robust over a relatively long period of time (i.e., 4 months). As such, training with anxiety may prove a fruitful and realistic endeavor for professional police practice and education.”

Arne Nieuwenhuis & Rabul R. D. Oudejans (2011, March 24). *Training with anxiety: short- and long-term effects on police officers' shooting behavior under pressure*. PMID: 21431863. PMID: PMC3342253. DOI: 10.1007/s10239-011-0396-x

TECHNOLOGY-BASED TRAINING

“Growing popularity in technology-based training and the nationwide availability of virtual simulation reflects the 74 opportunities to develop the law enforcement neophyte skill-oriented learning beyond that which has been available through traditional, non-interactive forms of training.”

“Simulations provide real-world experience, at a fraction of the cost, in a risk-free environment that provides the challenges, developmental processes, and training required of law enforcement personnel.”

Wright, Richard A. (2013). *Effects of Virtual Reality on the Cognitive Memory and Handgun Accuracy Development of Law Enforcement Neophytes*. Graduate Theses and Dissertations.

VALUE OF IMMERSION

“Overall, participants reported statistically significant lower anxiety during the laboratory session compared to the simulation session, both for the low-stress simulation condition and the high-stress simulation condition. This stable difference in self-report anxiety between sessions likely reflects the value of the immersive and more realistic experience provided in the simulation session to induce emotional processes of interest.”

Roy H, Wasylshyn N, Spangler DP, Gamble KR, Patton D, Brooks JR, Garcia JO and Vettel JM. (2019). *Linking Emotional Reactivity Between Laboratory Tasks and Immersive Environments Using Behavior and Physiology*. FRONT. HUM. NEUROSCI. 13:54. DOI: 10.3389/fnhum.2019.00054

(1) SOURCE: Public Agenda USA TODAY, first published on September 16, 2019. Credit: iStockphoto.com

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NATIONALLY CERTIFIED TRAINING

ADVANCING THE TRAINER

THE RIGHT KIND OF TRAINING. One of the most important aspects of law enforcement simulation training is the quality of the content. V-VICTA—Virtual Interactive Coursework Training Academy—delivers a program for law enforcement training courses. The curriculum is developed exclusively with nationally recognized partnerships and is designed to teach, train, test and sustain both inside and out of the police training simulation. This all-in-one training solution provides the Trainer all the necessary tools to instill proper training and knowledge transfer to its students.



DE-ESCALATION

Alternate endings are the power behind Virtra's de-escalation scenarios with dozens of realistic branching options. Officers learn how to interpret a situation, keep their head on a swivel, talk with subjects and de-escalate a situation in a safe, controlled environment.

HUMAN FACTORS IN FORCE ENCOUNTERS

Law enforcement officers learn to identify reaction and response time and how attention and memory affects one's ability to recall details.

ACTIVE THREAT / ACTIVE KILLER

Objectives include: actively identifying the difference between an active threat and bystanders, identifying when and where to move upon indication of an active threat and more.

AUTISM AWARENESS

This curriculum teaches officers how to distinguish Autistic behavior from other behaviors, such as alcohol use or deception.

HIGH-RISK VEHICLE STOP

Officers go through various training points and assaults as they follow one of hundreds of paths towards resolution.

V-VICTA

VIRTUAL INTERACTIVE COURSEWORK
TRAINING ACADEMY

NATIONALLY RECOGNIZED, CERTIFIED CURRICULUM

V-VICTA—Virtual Interactive Coursework Training Academy—delivers a program for law enforcement training courses. The curriculum is developed exclusively with nationally recognized partnerships and is designed to teach, train, test and sustain both inside and out of the police training simulation. This all-in-one training solution provides the Trainer all the necessary tools to instill proper training and knowledge transfer to its students.

Each set of curriculum includes scenarios, relevant case law and recent after-action reports to provide every possible training point. Instructors need to incorporate into their training sessions. Virtra integrates leading science discoveries about simulation and adult learning into each material to maximize the effects of training time and skill transfer.

The IADLEST National Certification Program for POST Certification sets the national training standards for curriculum certification across 36 states. Each course is critically reviewed by members of IADLEST and has passed the rigors of their independent review process, saving instructors time and money from creating their own coursework.

Active Threat / Active Killer
Autism Awareness
Contact And Cover Concepts
High-Risk Vehicle Stop
Human Factors In Force Encounters
Injured Officer Handgun Manipulation

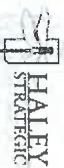


Mental Illness: A Practical Approach
TASER Targeting
Tourniquet Application Under Threat
Tourniquet Application Under Threat II
Weapon Transitions

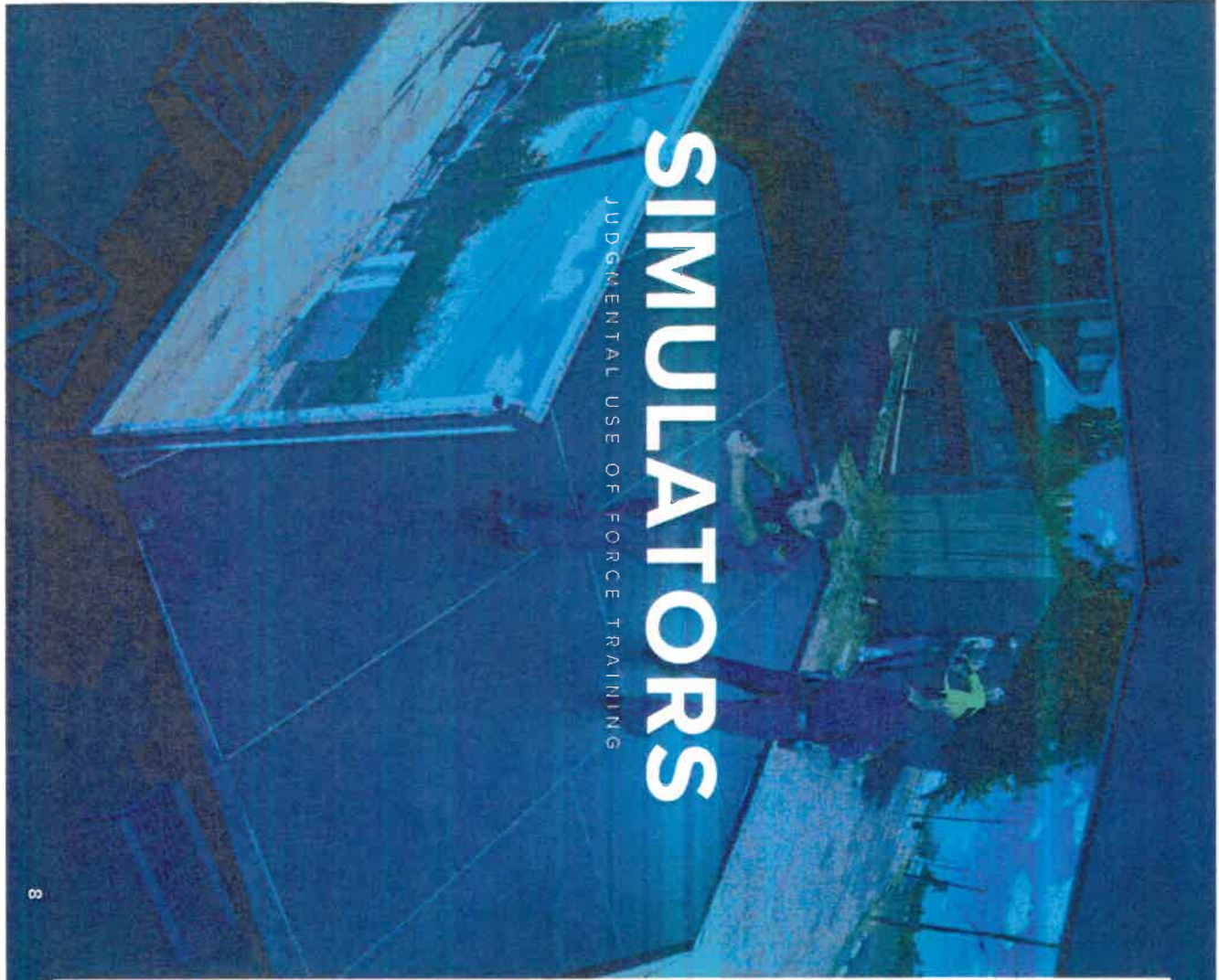
NATIONALLY RECOGNIZED PARTNERSHIPS

Virtra has partnered with nationally-recognized experts in their respective industries to create new curriculum programs and scenarios. Through the help and insight of our partners, Virtra is able to develop the most up-to-date curriculum and tactics for officers everywhere.

Partners include: Halcy Strategic, National Sheriffs Association, Force Science Institute, VISTELAR and SARRC-Southwest Autism Research & Resource Center



VIRTRA SIMULATORS HAVE BEEN
DEPLOYED IN **33**
COUNTRIES WORLDWIDE.



SIMULATORS

JUDGMENTAL USE OF FORCE TRAINING

8



V-300 | 5 SCREEN

VirTra's V-300® is the world's first 300-degree law enforcement training simulator. Today, it continues to advance and remains the highest standard of LE training. This intense, immersive training environment takes into account every detail from the smallest pre-attack indicators to the most cognitive overload stimuli situations imaginable.



V-180 | 3 SCREEN

The V-180® provides agencies with a superior, realistic 180-degree immersive simulation training environment. While the three large screens and seamless high-resolution video demand attention, the real training value stems from the meticulous quality put into each scenario and nationally-certified curriculum that supplements training both inside and outside the simulator.



V-100 | 1 SCREEN

The V-100® provides agencies with a highly realistic, portable police training solution. The single screen and powerful technology allows instructors to travel with and train officers anywhere. As with all VirTra simulators, the V-100 is complete with a variety of situations and scenarios, ranging from weapon manipulation drills to use of force encounters.



V-ST PRO

VirTra's V-ST PRO® is an extended one screen simulator designed primarily for the V-Marksmanship® program. This allows for training on a variety of targets and courses that are difficult to duplicate elsewhere, utilizing an officer's duty weapon, through VirTra's recoil kits. Due to the simulator's size, instructors can create up to 6 lanes per screen saving money and environmental cleanup from ammo.

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VirtTra's accessories allow officers to go through real-life judgmental use of force scenarios equipped with an entire toolbox for the most realistic training possible.

TRUE-TO-LIFE TOOLS

JUDGMENTAL USE OF FORCE TRAINING



All accessory options can interact with the simulator. Depending on the less lethal or lethal option, characters on screen will react accordingly, further increasing the realism in training.

MAGAZINES

VirtTra's unique magazines are designed for easy conversion with no firearm modification required. There are three magazine options—Standard Magazine (SM), Fundamental Skills Magazine (FSM) and Advanced Skills Magazine (ASM)—each with advanced abilities.



RECOIL KITS

Each simulated firearm recoil kit is designed to convert a live firearm into a simulation-ready weapon without permanent modification. Drop-in laser recoil kit are easily installed, produces powerful recoil action, operates at the correct cyclical rate and provides a full range of movement for an immersive training experience.



THREAT-FIRE

The Threat-Fire® brings consequences to training by delivering an electric impulse that simulates return fire, dog bites, explosions and more. It uses an electric impulse to safely induce stress and immediate negative consequences. This instructor-initiated device can be controlled from a computer screen, requires no clean-up and has minimal risk of injury.



LESS THAN LETHAL

Officers can train using their entire duty belt with the addition of less than lethal training tools. Trainees or seasoned officers are equipped with and can deploy TASER and OC spray in the simulation, and the on-screen characters react accordingly, thus rounding out any use of force training program.



LOWLIGHT

VirtTra's flashlights are equipped with proprietary VLux™ patent-pending technology—an intelligent sensor and microprocessor-based system—which provides a smooth screen-to-screen transition with multiple flashlights simultaneously with a localized ground light spread for low-light training immersion.



SIMULATOR COMPARISON

WHICH IS RIGHT FOR YOU?

Each V-Train simulator purchased for law enforcement is equipped with V-Train-Virtual Interactive Coursework Training Academy—virtual lectures, drills, tests and tutorials on officer's knowledge as an all-in-one solution. The defined curriculum is paired with interactive virtual courses for maximum training both inside and out of the simulator. The V-Train curriculum meets the standards set by the IADLEST—International Association of Directors of Law Enforcement Standards and Training—Nevada Certification Program for PDST Certification across 35 states.

The chart below compares each simulator's basic features, making it easy to determine the perfect simulator for your agency's needs.

AT A GLANCE COMPARISON

	V-300	V-180	V-ST Pro	V-100	V-DTS
Number of Screens	5	3	15	1	3 (4 opt.)
Complete Scenario Library	•••••	•••••	•••••	•••••	•••••
V-Train Coursework	•••••	•••••	•••••	•••••	•••••
Structured Debriefing	•••••	•••••	•••••	•••••	•••••
Languages and Localization	•••••	•••••	•••••	•••••	•••••
4K Option Available	•••••	•••••	•••••	•••••	•••••
Presentation Manager	•••••	•••••	•••••	•••••	•••••
Directional Sound & Effects	•••••	•••••	•••••	•••••	•••••
Marksman Courses	•••••	•••••	•••••	•••••	•••••
# of Weapon Laser IDs	16	16	16	16	16
Portable	•••••	•••••	•••••	•••••	•••••
STEP Program Eligible	•••••	•••••	•••••	•••••	•••••

	V-300	V-180	V-ST Pro	V-100	V-DTS
Video and Audio Train Debrief	•••••	•••••	•••••	•••••	•••••
Small Arms Recoil Kits	•••••	•••••	•••••	•••••	•••••
Less Lethal (OC, TASER, Impact Munitions)	•••••	•••••	•••••	•••••	•••••
Non-Guns	•••••	•••••	•••••	•••••	•••••
Lowlight Training	•••••	•••••	•••••	•••••	•••••
Threat-Fire Device	•••••	•••••	•••••	•••••	•••••
Fast-Fill Refill Station	•••••	•••••	•••••	•••••	•••••
V-Author Editing Software	•••••	•••••	•••••	•••••	•••••
V-Author PRO Authoring Suite	•••••	•••••	•••••	•••••	•••••
Borderless Screens	•••••	•••••	•••••	•••••	•••••

ADD-ON ITEMS

12

THE BEST TRAINING

BETTER DECISION-MAKING
BY LAW ENFORCEMENT

PREFERABLE OUTCOMES
FOR COMMUNITIES
AND OFFICER SAFETY

IMPROVED COMMUNITY TRUST

13

File Attachments for Item:

4. Discussion and Possible Action: Employment Agreement for Mangement Services between the City of Lake City, Florida, and Paul Dyal.

Reference: Exhibit A - Contract submitted by Paul Dyal and Exhibit B - Contract with red line changes made by City Attorney Todd Kennon and Council liaison Jake Hill, Jr.

EMPLOYMENT AGREEMENT FOR MANAGEMENT' SERVICES BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND PAUL DYAL

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Introduction

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement" or "agreement"), made and entered into this X X X X X , by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called " City") and Paul Dyal, (hereinafter called "Dyal") an individual who has the education, training, and experience in local government management, both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force and effect from the effective date, provided in section 18, until terminated by the City or Dyal as provided in Sections 7 or 9 of this agreement. In the event that Dyal is terminated, as defined in Section 7 of this agreement, Dyal shall be entitled to all compensation including salary, all accrued annual and sick leave paid in lump sum or in a continuation of salary on the then existing pay period basis, at Dyal's option.

Section 2: Duties and Authority

A. Dyal is the chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City's charter and ordinances and as may be lawfully assigned by the City and shall comply with all lawful City Council directives, state and federal law, City policies, rules, and ordinances as they exist or may hereafter be amended.

B. Specifically, it shall be the duty of Dyal to employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the ordinances and charter of the City.

C. It shall also be the duty of Dyal to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, charter, state and federal law.

D. It shall also be the duty of Dyal to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which Dyal deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, state and federal law.

E. It shall also be the duty of Dyal to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Dyal 's resignation which must be accepted by the City Council.

F. Dyal shall perform the duties of city manager of the City with reasonable care, diligence, skill, and expertise.

G. All duties assigned to Dyal by the City Council shall be appropriate to and consistent with the professional role and responsibility of Dyal.

H. Dyal or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Dyal for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: City agrees to pay Dyal an annual base salary of one hundred sixty thousand U.S. dollars and zero cents (\$160,000.00) payable in installments at the same time that the other management employees of the City are paid. The City agrees to one mandatory review of the annual base salary after Dyal's initial one hundred and eighty days (180) of employment, at which time the annual base salary shall be reviewed for an increase. All future and reviews shall take place pursuant to the terms of Section 10.

B. This agreement shall be amended by resolution to reflect any adjustments that are provided or required by the City's compensation policies to include, but not be limited to, salary adjustments, performance incentives, increases in benefits, or any combination of elements comprising compensation.

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Section 4: Employee Benefits

The City agrees to provide general benefits to Dyal, at a minimum, equal to that which is provided to all other employees of the City.

Section 5: Additional Annual Leave

Upon the effective date of this Employment Agreement, Dyal shall receive two (2) weeks of annual leave which shall be in addition to the accrual of annual leave he shall enjoy as a "full-time employee" as defined within the City Personnel Policies and Procedures Manual.

Section 6: General Business Expenses

- A. The City agrees to budget and to pay for the professional dues and subscriptions of Dyal necessary for full participation in national, regional, state and local associations and organizations necessary and desirable for the good of the City. Such expenses shall be approved through the City's budgetary process
- B. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Dyal for professional and official travel, meetings, and occasions to adequately continue the professional development of Dyal and to pursue necessary official functions for the *City*.
- C. The City also agrees to budget and pay for travel and subsistence expenses of Dyal for short courses, institutes, and seminars that are necessary for Dyal's professional development and for the good of the City.
- D. The City recognizes that certain expenses of a non-personal but job related nature are incurred by Dyal, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
- E. Recognizing the importance of constant communication and maximum productivity, the City shall provide Dyal, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a City owned vehicle. Upon termination of Dyal's employment, the equipment described herein shall be returned to the City within twenty-four (24) hours from the time of termination of employment.
- F. In lieu of a take home city vehicle, the city will pay Dyal six hundred dollars and zero cents (\$600.00) per month for use of personal vehicle.

Section 7: Termination

For the purpose of this agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual and shall occur when one, or more, of the following occurs:

A. The super-majority of the City Council votes to terminate Dyal in accordance with the Charter or City Code at a properly posted and duly authorized public meeting.

B. If the City reduces the base salary, compensation, or any other financial benefit of Dyal, unless it is applied in no greater percentage than the average reduction of all department directors, such action shall constitute a breach of this agreement and will be regarded as a termination.

C. If Dyal resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that Dyal resign, then Dyal may declare a termination as of the date of the suggestion.

D. If a breach of contract is declared by either party with a thirty (30) day cure period for either Dyal or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

Section 8: Severance

Severance shall be paid to Dyal when employment is terminated as defined in Sections 7 and 8.

A. If Dyal is terminated without cause, the City shall provide a minimum severance payment equal to twenty (20) workweeks of salary at Dyal's then current rate of pay and twenty (20) workweeks of employee benefits. This severance shall be paid in a continuation of salary on the then existing pay period basis, or lump sum, at the City's and Dyal's option.

B. Dyal shall also be compensated for all, including pre-effective date, accrued paid leave/time off, of any variety, annual and sick at time of termination, whether with or without cause.

C. If Dyal is terminated because of a felony conviction, or a plea of nolo contendere (no contest) or guilty to a felony charge, or for misconduct, as defined in section 443.036(29), Florida Statutes, then the City is not obligated to pay severance under this section.

D. The termination and severance of Dyal shall be in accordance with the "Separation Agreement" agreed to by the City and Dyal.

Local and state laws and regulations shall control when any provisions within this section are found to conflict with such laws or regulations.

Section 9: Resignation

- A. In the event that Dyal voluntarily resigns his position with the City, Dyal shall provide a minimum of thirty (30) days' notice unless the City and Dyal agree otherwise. If the City Council offers to accept Dyal's resignation, by majority of the City Council, Dyal may resign and declare a voluntary termination as of the date of the offer to accept Dyal's resignation.

Section 10: Performance Evaluation

A. The City and Dyal shall mutually agree upon a process, the criteria, and a form to be used for the annual evaluation of Dyal within ninety (90) days from the effective date of this agreement. The City shall then review the performance of Dyal annually.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to:

- (1) conduct a formulary session where the City Council and Dyal meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; and
- (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year; and
- (3) next meet and discuss the written evaluation of these goals and objectives; and
- (4) present a written summary of the evaluation results to Dyal. The final written evaluation should be completed and delivered to Dyal within thirty (30) days of the initial formulary evaluation meeting.

B. In the event the City deems the evaluation instrument, format and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then Dyal shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

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Section 11: Hours of Work

It is recognized that Dyal must devote a great deal of time outside the normal office hours on business for the City, and to that end Dyal shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the City and shall allow Dyal to faithfully perform his assigned duties and responsibilities.

Dyal shall be allowed reasonable flexibility and discretion to take time off during normal business hours for personal reasons provided that doing so does not interfere with the performance of his duties and responsibilities under this Agreement.

Section 12: Ethical Commitments

Dyal shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

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Section 13: Outside Activities

The employment provided for by this Agreement shall be Dyal's sole employment. Dyal acknowledges that his performance of city manager duties will often require his performance of said duties outside of normal business hours. In return for the compensation identified herein Dyal agrees to devote his full professional attention to the full and proper performance of the city manager duties.

Section 14: Indemnification

Beyond that required under Federal, State or Local Law, the City shall defend, save harmless and indemnify Dyal against any obligation to pay money or perform or not perform an action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Dyal's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Dyal may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Dyal, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Dyal against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Dyal in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Dyal recognizes that the City shall have the right to compromise and unless Dyal is a party to the suit which Dyal shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Dyal. Further, the City agrees to pay all reasonable litigation expenses of Dyal throughout the pendency of any litigation to which Dyal is a party, witness or advisor to the City. Such expense payments shall continue beyond Dyal's service to the City as long as litigation is pending. Further, the City agrees to pay Dyal reasonable consulting fees and travel expenses when Dyal serves as a witness, advisor or consultant to the City regarding pending litigation.

Section 15: Bonding

The City shall bear the full cost of any fidelity or other bonds required of Dyal under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

A. The City, only upon agreement with Dyal, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Dyal, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances, or any other law.

B. Except as otherwise provided in this Agreement, Dyal shall be entitled, at a minimum, to earn and accrue the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department heads or general employees] of the City as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 17: Notices

Notice pursuant to this Agreement shall be provided by depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

A. EMPLOYER: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055

B. EMPLOYEE: Paul Dyal, 205 N. Marion Ave., Lake City, FL 32055

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Dyal relating to the employment of Dyal by the City. Any prior discussions or representations by or between the City and Dyal are merged into and rendered null and void by this Agreement. The City and Dyal by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and Dyal as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Effective Date. This Agreement shall become effective on the date of execution by the last party to execute the Agreement.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Dyal subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or the City's ordinances or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

THE CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt /Date
Mayor

(SEAL)

ATTEST:

BY: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

PAUL DYAL

BY: _____
Paul Dyal /Date

APPENDIX I

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement ("Agreement") is made by and between the City of Lake City, Florida, a municipal corporation, (hereinafter the "City") and Paul Dyal, (hereinafter called "Dyal") an individual.

WHEREAS, the City has employed Dyal as its City Manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Dyal's employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Dyal's separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between the City and Dyal, including without limitation, any and all claims arising out of or in any way related to Dyal's employment with or separation from the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, City and Dyal agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Dyal's employment shall terminate on the ___ day of _____, 20___, which shall be Dyal's final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Dyal or the City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Dyal shall receive his regular paycheck for the pay period ending ___ day of _____, 20___, on or before ___ day of _____, 20___, Dyal shall receive on or before ___ day of _____, 20___, an additional payment to compensate for all his accumulated paid time off, including pre-effective date, of any variety, annual and sick at time of termination, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing Dyal, the City shall:

A. Pay Dyal an amount equal twenty (20) workweeks of his current salary, subject to customary payroll deductions to include Dyal's portion of health, dental and vision insurance premiums for an equal number of weeks.

4. **SURRENDER AND VACATION OF EMPLOYER'S PROPERTY.** Upon execution of this Agreement, Dyal shall deliver all the City's property in his possession and further, shall vacate the City's property.

5. RELEASE AND WAIVER OF CLAIMS. In consideration of the benefits to be provided to Dyal pursuant to this Agreement, Dyal including his heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges the City and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Dyal specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against the City.

Dyal specifically agrees to release all claims that he may have against the City under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Dyal expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

The City hereby irrevocably and unconditionally releases, acquits and discharges Dyal from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

6. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for the City to provide a reference to a prospective employer, Dyal agrees that he will direct the prospective employer to contact the City Clerk. Additionally, Dyal and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

7. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

A. Dyal represents and warrants that: he is legally and mentally competent to sign this Agreement; he is the sole owner of any claims against the City; he has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and he presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

B. Dyal represents and warrants that he has not and will not file any complaints, charges or lawsuits against the City or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his employment, except Dyal expressly reserves the right to file a claim for unemployment benefits. Dyal further agrees to indemnify and hold the City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by the City, arising out of any claim concerning the separation of employment that may hereafter be made by Dyal or any other party.

C. The City represents and warrants that it has not and will not file any complaints, charges or lawsuits against Dyal with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Dyal's employment with the City or the separation of his employment from the City. The City further agrees to indemnify and hold Dyal harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Dyal, arising out of any claim arising from the separation of his employment that may hereafter be made by the City or any other party.

D. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

E. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

F. No promise or inducement has been made or offered, except as herein expressly set forth, and

this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

G. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

H. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

8. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Florida, and the Columbia County Circuit Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

9. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

THE CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt /Date
Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Audrey E. Sikes, City Clerk

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

PAUL DYAL

BY: _____
Paul Dyal /Date

EMPLOYMENT AGREEMENT FOR MANAGEMENT' SERVICES BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND PAUL DYAL

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Section 2: Duties and Authority

A. Dyal is the chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City's charter and ordinances and as may be lawfully assigned by the City and shall comply with all lawful City Council directives, state and federal law, City policies, rules, and ordinances as they exist or may hereafter be amended.

B. Specifically, it shall be the duty of Dyal to employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the ordinances and charter of the City. **Except as provided by Section 306 of the personnel manual.**

C. It shall also be the duty of Dyal to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, charter, state and federal law. **Except as provided by Section 306 of the personnel manual.**

D. It shall also be the duty of Dyal to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which Dyal deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, state and federal law. **Except as provided by Section 306 of the personnel manual.**

E. It shall also be the duty of Dyal to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Dyal 's resignation which must be accepted by the City Council. **Except as provided by Section 306 of the personnel manual.**

F. Dyal shall perform the duties of city manager of the City with reasonable care, diligence, skill, and expertise.

G. All duties assigned to Dyal by the City Council shall be appropriate to and consistent with the professional role and responsibility of Dyal.

H. Dyal or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Dyal for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: City agrees to pay Dyal an annual base salary of one hundred ~~sixty~~ **forty** thousand U.S. dollars and zero cents (\$1**40**,000.00) payable in installments at the same time that the other management employees of the City are paid. The City agrees to one mandatory review of the annual base salary after Dyal's initial one hundred and eighty days (180) of employment (**which is the date of this Agreement**), at which time the annual base salary shall be reviewed for an increase. All future and reviews shall take place pursuant to the terms of Section 10.

B. This agreement shall be amended by resolution to reflect any adjustments that are provided or required by the City's compensation policies to include, but not be limited to, salary adjustments, performance incentives, increases in benefits, or any combination of elements comprising compensation.

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Section 4: Employee Benefits

The City agrees to provide general benefits to Dyal, at a minimum, equal to that which is provided to all other employees of the City.

Section 5: Additional Annual Leave

Upon the effective date of this Employment Agreement, Dyal shall receive two (2) weeks of annual leave which shall be in addition to the accrual of annual leave he shall enjoy as a "full-time employee" as defined within the City Personnel Policies and Procedures Manual.

Section 6: General Business Expenses

A. The City agrees to budget and to pay for the professional dues and subscriptions of Dyal necessary for full participation in national, regional, state and local associations and organizations necessary and desirable for the good of the City. Such expenses shall be approved through the City's budgetary process

B. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Dyal for professional and official travel, meetings, and occasions to adequately continue the professional development of Dyal and to pursue necessary official functions for the *City*.

C. The City also agrees to budget and pay for travel and subsistence expenses of Dyal for short courses, institutes, and seminars that are necessary for Dyal's professional development and for the good of the City.

D. The City recognizes that certain expenses of a non-personal but job related nature are incurred by Dyal, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

E. Recognizing the importance of constant communication and maximum productivity, the City shall provide Dyal, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a City owned vehicle. Upon termination of Dyal's employment, the equipment described herein shall be returned to the City within twenty-four (24) hours from the time of termination of employment. **Dyal may utilize the City owned vehicle for incidental uses, such as stops to and from work.**

~~F. In lieu of a take home city vehicle, the city will pay Dyal six hundred dollars and zero cents (\$600.00) per month for use of personal vehicle.~~

Section 7: Termination

For the purpose of this agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual and shall occur when one, or more, of the following occurs:

- A. The ~~super~~-majority of the City Council votes to terminate Dyal in accordance with the Charter or City Code at a properly posted and duly authorized public meeting.
- B. If the City reduces the base salary, compensation, or any other financial benefit of Dyal, unless it is applied in no greater percentage than the average reduction of all department directors, such action shall constitute a breach of this agreement and will be regarded as a termination.
- C. If Dyal resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that Dyal resign, then Dyal may declare a termination as of the date of the suggestion.
- D. If a breach of contract is declared by either party with a thirty (30) day cure period for either Dyal or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

Section 8: Severance

Severance shall be paid to Dyal when employment is terminated as defined in Sections 7 and 8.

- A. If Dyal is terminated without cause, the City shall provide a minimum severance payment equal to twenty (20) workweeks of salary at Dyal's then current rate of pay and twenty (20) workweeks of employee benefits. This severance shall be paid in a continuation of salary on the then existing pay period basis, or lump sum, at the City's and Dyal's option.
- B. Dyal shall also be compensated for ~~all~~ 500 hours, including pre-effective date, of accrued paid leave/time off, of any variety, annual and 500 hours of sick at time of termination, whether with or without cause.
- C. If Dyal is terminated because of a felony conviction, or a plea of nolo contendere (no contest) or guilty to a felony charge, or for misconduct, as defined in section 443.036(29), Florida Statutes, then the City is not obligated to pay severance under this section.
- D. The termination and severance of Dyal shall be in accordance with the "Separation Agreement" agreed to by the City and Dyal.

Local and state laws and regulations shall control when any provisions within this section are found to conflict with such laws or regulations.

Section 9: Resignation

- A. In the event that Dyal voluntarily resigns his position with the City, Dyal shall provide a minimum of thirty (30) days' notice unless the City and Dyal agree otherwise. If the City Council offers to accept Dyal's resignation, by majority of the City Council, Dyal may resign and declare a voluntary termination as of the date of the offer to accept Dyal's resignation.

Section 10: Performance Evaluation

- A. The City and Dyal shall mutually agree upon a process, the criteria, and a form to be used for the annual evaluation of Dyal within ninety (90) days from the effective date of this agreement. The City shall then review the performance of Dyal annually. **Dyal agrees with the use of the standard City evaluation form such as is utilized for the City Clerk. The evaluation shall occur in the month of August each year or as soon thereafter as practicable.**

The annual evaluation process, at a minimum, shall include the opportunity for both parties to:

- (1) conduct a formulary session where the City Council and Dyal meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; and
 - (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year; and
 - (3) next meet and discuss the written evaluation of these goals and objectives; and
 - (4) present a written summary of the evaluation results to Dyal. The final written evaluation should be completed and delivered to Dyal within thirty (30) days of the initial formulary evaluation meeting.
- B. In the event the City deems the evaluation instrument, format and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then Dyal shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

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Section 11: Hours of Work

It is recognized that Dyal must devote a great deal of time outside the normal office hours on business for the City, and to that end Dyal shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the City and shall allow Dyal to faithfully perform his assigned duties and responsibilities.

Dyal shall be allowed reasonable flexibility and discretion to take time off during normal business hours for personal reasons provided that doing so does not interfere with the performance of his duties and responsibilities under this Agreement. (Not in Helfenberger's Agreement)

Section 12: Ethical Commitments

Dyal shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

[space intentionally left blank]

Section 13: Outside Activities

The employment provided for by this Agreement shall be Dyal's sole employment. Dyal acknowledges that his performance of city manager duties will often require his performance of said duties outside of normal business hours. In return for the compensation identified herein Dyal agrees to devote his full professional attention to the full and proper performance of the city manager duties.

Section 14: Indemnification

Beyond that required under Federal, State or Local Law, the City shall defend, save harmless and indemnify Dyal against any obligation to pay money or perform or not perform an action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Dyal's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Dyal may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Dyal, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Dyal against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Dyal in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Dyal recognizes that the City shall have the right to compromise and unless Dyal is a party to the suit which Dyal shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Dyal. Further, the City agrees to pay all reasonable litigation expenses of Dyal throughout the pendency of any litigation to which Dyal is a party, witness or advisor to the City. Such expense payments shall continue beyond Dyal's service to the City as long as litigation is pending. Further, the City agrees to pay Dyal reasonable consulting fees and travel expenses when Dyal serves as a witness, advisor or consultant to the City regarding pending litigation.

Section 15: Bonding

The City shall bear the full cost of any fidelity or other bonds required of Dyal under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

- A. The City, only upon agreement with Dyal, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Dyal, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances, or any other law.
- B. Except as otherwise provided in this Agreement, Dyal shall be entitled, at a minimum, to earn and accrue the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department heads or general employees] of the City as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 17: Notices

Notice pursuant to this Agreement shall be provided by depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- A. EMPLOYER: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055
- B. EMPLOYEE: Paul Dyal, 205 N. Marion Ave., Lake City, FL 32055

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Dyal relating to the employment of Dyal by the City. Any prior discussions or representations by or between the City and Dyal are merged into and rendered null and void by this Agreement. The City and Dyal by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the City and Dyal as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date. This Agreement shall become effective on the date of execution by the last party to execute the Agreement.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Dyal subsequent to the expungement or judicial modification of the invalid provision.
- E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or the City's ordinances or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

THE CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt /Date
Mayor

(SEAL)

ATTEST:

**APPROVED AS TO FORM AND
LEGALITY:**

BY: _____
Audrey E. Sikes, City Clerk

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

PAUL DYAL

BY: _____
Paul Dyal /Date

APPENDIX I

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement ("Agreement") is made by and between the City of Lake City, Florida, a municipal corporation, (hereinafter the "City") and Paul Dyal, (hereinafter called "Dyal") an individual.

WHEREAS, the City has employed Dyal as its City Manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Dyal's employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Dyal's separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between the City and Dyal, including without limitation, any and all claims arising out of or in any way related to Dyal's employment with or separation from the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, City and Dyal agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Dyal's employment shall terminate on the ___ day of _____, 20___, which shall be Dyal's final date of employment.
2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Dyal or the City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.
3. **PAYMENT AND BENEFITS.** Dyal shall receive his regular paycheck for the pay period ending ___ day of _____, 20___, on or before ___ day of _____, 20___, Dyal shall receive on or before ___ day of _____, 20___, an additional payment to compensate for all his accumulated paid time off, including pre-effective date, of any variety, annual and sick at time of termination, subject to customary payroll deductions. **(CAP annual and sick at 500 hours each)**

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing Dyal, the City shall:

- A. Pay Dyal an amount equal twenty (20) workweeks of his current salary, subject to customary payroll deductions to include Dyal's portion of health, dental and vision insurance premiums for an equal number of weeks.
4. **SURRENDER AND VACATION OF EMPLOYER'S PROPERTY.** Upon execution of this Agreement, Dyal shall deliver all the City's property in his possession and further, shall vacate the City's property.
 5. **RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be

provided to Dyal pursuant to this Agreement, Dyal including his heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges the City and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Dyal specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against the City.

Dyal specifically agrees to release all claims that he may have against the City under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Dyal expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

The City hereby irrevocably and unconditionally releases, acquits and discharges Dyal from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

6. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for the City to provide a reference to a prospective employer, Dyal agrees that he will direct the prospective employer to contact the City Clerk. Additionally, Dyal and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

7. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

- A. Dyal represents and warrants that: he is legally and mentally competent to sign this Agreement; he is the sole owner of any claims against the City; he has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential

claims has been sold, assigned or pledged to any third party; and he presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

- B. Dyal represents and warrants that he has not and will not file any complaints, charges or lawsuits against the City or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his employment, except Dyal expressly reserves the right to file a claim for unemployment benefits. Dyal further agrees to indemnify and hold the City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by the City, arising out of any claim concerning the separation of employment that may hereafter be made by Dyal or any other party.
- C. The City represents and warrants that it has not and will not file any complaints, charges or lawsuits against Dyal with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Dyal's employment with the City or the separation of his employment from the City. The City further agrees to indemnify and hold Dyal harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Dyal, arising out of any claim arising from the separation of his employment that may hereafter be made by the City or any other party.
- D. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.
- E. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.
- F. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.
- G. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
- H. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

8. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and the Columbia County Circuit Court shall have exclusive jurisdiction of any disputes arising

under this Agreement.

9. BINDING EFFECT. This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

THE CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt /Date
Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Audrey E. Sikes, City Clerk

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

PAUL DYAL

BY: _____
Paul Dyal /Date

File Attachments for Item:

5. City Council Ordinance No. 2022-2233 (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 22-07, 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 Commercial 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 severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2022-2233 on first reading.

ORDINANCE NO. 2022-2233

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 22-07, 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 COMMERCIAL 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 SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and implement a comprehensive plan;

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

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

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

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

WHEREAS, the City Council held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

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

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

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

Section 1. Pursuant to an application, CPA 22-07, by Dalton Kurtz of North Florida Professional Services, as agent for The Grand Reserve at Pelham LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COMMERCIAL to RESIDENTIAL, HIGH DENSITY (less than or equal to 20 dwelling units per acre) on property described, as follows:

A parcel of land lying within Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the North line of said Section 34 and the Westerly right-of-way line of Interstate 75 (State Road 93) for the Point of Beginning; thence South 23°13'24" East 1,150.12 feet, along said Westerly right-of-way line of Interstate 75 (State Road 93) to the Northerly right-of-way line of Hall of Fame Drive; thence South 66°46'36" West 60.00 feet, along said Northerly right-of-way line of Hall of Fame Drive to a point on the arc of a curve concave to the West having a radius of 100.00 feet and a central angle of 90°00'00", said curve also having a chord bearing and distance of South 21°46'36" West 141.42; thence Southerly and Southwesterly, along the arc of said curve, being also said Northerly right-of-way line of Hall of Fame Drive 157.08 feet to the point of tangency of said curve; thence South 66°46'36" West still, along said Northerly right-of-way line of Hall of Fame Drive 273.47 feet to the point of curve of a curve concave to the Southeast having a radius of 507.46 feet and a central angle of 03°36'39", said curve also having a chord bearing and distance of South 65°02'39" West 31.98 feet; thence Southwesterly, along the arc of said curve, being also said Northerly right-of-way line of Hall of Fame Drive 31.98 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of said Section 34; thence continue Southwesterly, along the arc of said curve, through a chord bearing and distance of South 53°56'16" West 164.58 feet, being also said Northerly right-of-way line of Hall of Fame Drive 165.31 feet; thence North 75°16'59" West 409.97 feet to the intersection of the South line of the North 1/2 of the Northeast 1/4 of said Section 34 and the Easterly right-of-way line of Hill Circle; thence North 08°10'10" East 1,341.68 feet, along said Easterly right-of-way line of Hill Circle, to the North line of said Section 34; thence South 89°30'43" East, along said North line of Section 34, a distance of 272.81 feet to the Point of Beginning.

Containing 19.30 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

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

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

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

PASSED upon first reading this 19th day of December 2022.

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

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

First Reading Only

File Attachments for Item:

6. City Council Ordinance No. 2022-2234 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 22-06, by the property owner of said acreage; providing for rezoning from Commercial, General (CG) to Residential, Multiple Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2022-2234 on first reading.

ORDINANCE NO. 2022-2234

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 22-06, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, GENERAL (CG) TO RESIDENTIAL, MULTIPLE FAMILY-2 (RMF-2) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

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

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

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

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

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

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

Section 1. Pursuant to an application, Z 22-06, by Dalton Kurtz of North Florida Professional Services, as agent for The Grand Reserve at Pelham LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, GENERAL (CG) to RESIDENTIAL, MULTIPLE FAMILY-2 (RMF-2) on property described, as follows:

A parcel of land lying within Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the North line of said Section 34 and the Westerly right-of-way line of Interstate 75 (State Road 93) for the Point of Beginning; thence South 23°13'24" East 1,150.12 feet, along said Westerly right-of-way line of Interstate 75 (State Road 93) to the Northerly right-of-way line of Hall of Fame Drive; thence South

66°46'36" West 60.00 feet, along said Northerly right-of-way line of Hall of Fame Drive to a point on the arc of a curve concave to the West having a radius of 100.00 feet and a central angle of 90°00'00", said curve also having a chord bearing and distance of South 21°46'36" West 141.42; thence Southerly and Southwesterly, along the arc of said curve, being also said Northerly right-of-way line of Hall of Fame Drive 157.08 feet to the point of tangency of said curve; thence South 66°46'36" West still, along said Northerly right-of-way line of Hall of Fame Drive 273.47 feet to the point of curve of a curve concave to the Southeast having a radius of 507.46 feet and a central angle of 03°36'39", said curve also having a chord bearing and distance of South 65°02'39" West 31.98 feet; thence Southwesterly, along the arc of said curve, being also said Northerly right-of-way line of Hall of Fame Drive 31.98 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of said Section 34; thence continue Southwesterly, along the arc of said curve, through a chord bearing and distance of South 53°56'16" West 164.58 feet, being also said Northerly right-of-Way line of Hall of Fame Drive 165.31 feet; thence North 75°16'59" West 409.97 feet to the intersection of the South line of the North 1/2 of the Northeast 1/4 of said Section 34 and the Easterly right-of-way line of Hill Circle; thence North 08°10'10" East 1,341.68 feet, along said Easterly right-of-way line of Hill Circle, to the North line of said Section 34; thence South 89°30'43" East, along said North line of Section 34, a distance of 272.81 feet to the Point of Beginning.

Containing 19.30 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

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

The effective date of this amendment, Z 22-06, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 22-07. If Future Land Use Plan Map Amendment, CPA 22-07, does not become effective, this amendment, Z 22-06, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 22-06, to the Official Zoning Atlas may be issued or commence before it has become effective.

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

PASSED upon first reading this 19th day of December 2022.

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

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

File Attachments for Item:

7. City Council Ordinance No. 2022-2235 (first reading) - An ordinance of the City of Lake City, Florida, adopting a Tax Deferral Policy for affordable rental housing property; providing for the addition of provisions to the City Code implementing Ad Valorem Tax Deferrals for the operation, rehabilitation, renovation, or development of affordable rental housing; providing for the repeal of ordinances in conflict; providing for severability; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2022-2235 on first reading.

CITY COUNCIL ORDINANCE NO. 2022-2235

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA ADOPTING A TAX DEFERRAL POLICY FOR AFFORDABLE RENTAL HOUSING PROPERTY; PROVIDING FOR THE ADDITION OF PROVISIONS TO THE CITY CODE IMPLEMENTING AD VALOREM TAX DEFERRALS FOR THE OPERATION, REHABILITATION, RENOVATION, OR DEVELOPMENT OF AFFORDABLE RENTAL HOUSING; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City”), has identified a need for affordable housing within the municipal limits of the City; and

WHEREAS, the City Council has been approached by developers seeking assistance with developing, rehabilitating, renovating, or operating affordable rental housing; and

WHEREAS, Florida law provides an incentive to owners of affordable rental housing who are engaging in the operation, rehabilitation, and renovation of such housing properties by allowing a deferral of the ad valorem taxes and non-ad valorem assessments levied on such housing properties; and

WHEREAS, in order to promote the development and construction of affordable rental housing within the City, the City Council finds that deferrals of ad valorem taxes and non-ad valorem assessments are necessary; and

WHEREAS, Florida law authorizes the deferral of ad valorem taxes and non-ad valorem assessments for properties if the owners are engaging in the operation, rehabilitation, or renovation of such properties in accordance with the guidelines provided in part VI of chapter 420, Florida Statutes; and

WHEREAS, the City Council finds that incentivizing owners of affordable rental housing is in the best interests of the City.

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

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

Section 2. That the Code of the City of Lake City, Florida is hereby amended by adding a division to be numbered three (3), to Article IV of Chapter 94 (Taxation), which division reads as follows:

Chapter 94 – TAXATION

...

ARTICLE IV. – PROPERTY TAXES

...

DIVISION 3. – DEFERRALS OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR AFFORDABLE RENTAL HOUSING PROPERTIES.

Sec. 94-151. – Title.

This division shall be known and may be cited as the “Affordable Rental Housing Taxes and Non-Ad Valorem Assessments Deferral Ordinance.”

Sec. 94-152. – Intent.

The intent of this division is to implement Section 197.2524, Florida Statutes, as amended, by allowing deferrals of ad valorem taxes and non-ad valorem assessments for affordable rental housing if the owners are engaging in the operation, rehabilitation, or renovation of such properties in accordance with the guidelines established within this division.

Sec. 94-153. – Definitions.

The words and phrases in this division shall have the meanings provided by Sections 197.2425, 197.2524, 197.2526, and 420.0004, Florida Statutes, as amended.

Sec. 94-154. – Tax deferral eligibility.

- (a) The ad valorem tax deferral granted by this division includes all City imposed ad valorem taxes and non-ad valorem assessments for any property meeting the provisions of Section 197.2524, Florida Statutes, as amended.
- (b) The deferrals apply only to taxes levied by the City. The deferrals do not apply, however, to taxes or non-ad valorem assessments levied for payment of bonds or to taxes authorized by a vote of the electors

pursuant to Section 9(b) or Section 12, Article VII of the Florida Constitution.

- (c) Any deferral granted remains in effect regardless of any change in the authority of the City to grant such deferral. In order to retain the deferral, the use and ownership of the property must remain as it was when the deferral was granted for the period in which the deferral remains.
- (d) If an application for deferral is granted on property that is located in the City's community redevelopment agency area, the amount of taxes eligible for deferral is limited, as provided for in subsection 94-154(e), if:
 - (1) The community redevelopment agency has previously issued instruments of indebtedness that are secured by increment revenues on deposit in the community redevelopment trust fund; and
 - (2) Those instruments of indebtedness are associated with the real property applying for the deferral.
- (e) If subsection 94-154(d) applies, the deferral applies only to the amount of taxes in excess of the amount that must be deposited into the City's community redevelopment trust fund based upon the taxable value of the property upon which the deferral is being granted. Once all instruments of indebtedness that existed at the time the deferral was originally granted are no longer outstanding or have otherwise been defeased, this subsection no longer applies.
- (f) If a portion of the taxes on a property was not eligible for deferral under subsection 94-154(e), the community redevelopment agency shall notify the property owner and the tax collector one (1) year before the debt instruments that prevented the taxes from being deferred are no longer outstanding or otherwise defeased.
- (g) The tax collector shall notify the community redevelopment agency of any tax deferral that has been granted on property located within the community redevelopment area of the City.
- (h) Issuance of a debt obligation after the date a deferral has been granted does not reduce the amount of taxes eligible for deferral.
- (i) A tax deferral may not be granted if:
 - (1) The total amount of deferred taxes, non-ad valorem assessments, and interest plus the total amount of all other unsatisfied liens on the property exceeds eighty-five (85) percent of the assessed value of the property, or

- (2) The primary financing on the property is for an amount that exceeds seventy (70) percent of the assessed value of the property.
- (j) The amount of taxes, non-ad valorem assessments, and interest deferred shall accrue interest at a rate equal to the semiannually compounded rate of one-half percent (0.5%) plus the average yield to maturity of the long-term fixed-income portion of the state retirement system investments as of the end of the quarter preceding the date of the sale of the deferred payment tax certificates; however, the interest rate may not exceed seven percent (7%).
- (k) The taxes, non-ad valorem assessments, and interest deferred pursuant to this article constitute a prior lien and shall attach as of the date and in the same manner and be collected as other liens for taxes, as provided for under Chapter 197, Florida Statutes, as amended.

Sec. 94-155. – Tax deferral application.

- (a) The application for deferral must be made annually upon a form prescribed by the state department of revenue ("department") and furnished by the tax collector. The tax collector may require the applicant to submit any other evidence and documentation as deemed necessary by the tax collector in considering the application.
- (b) The tax collector shall consider and render his or her findings, determinations, and decision on each annual application for a tax deferral within forty-five (45) days after the application is filed or as soon as practicable thereafter. The tax collector shall exercise reasonable discretion based upon applicable information available under this division. If the tax collector finds the applicant is entitled to the tax deferral, the tax collector shall approve the application and file the application in the tax collector's records until the tax lien is satisfied.
- (c) For approved deferrals, the date of receipt by the tax collector of the application for tax deferral shall be used in calculating taxes due and payable net of discounts for early payment as provided in s. 197.162.
- (d) For denied applications, the tax collector shall send a notice of disapproval within forty-five (45) days after the date the application is filed, citing the reasons for the disapproval. The determinations and findings of the tax collector are not quasi-judicial and are subject exclusively to review by the value adjustment board. The original notice of disapproval shall be sent to the applicant and shall advise the applicant of the right to appeal the decision to the value

adjustment board and shall inform the applicant of the procedure for filing such an appeal.

- (e) Each application must contain a list of, and the current value of, all outstanding liens on the applicant's property.
- (f) Each application shall furnish proof of fire and extended coverage insurance in an amount at least equal to the total of all outstanding liens, including a lien for deferred taxes, non-ad valorem assessments, and interest, with a loss payable clause to the tax collector.

Sec. 94-156. – Termination of tax deferral.

- (a) In order to retain the deferral:
 - (1) the use and ownership of the property must remain as it was when the deferral was granted for the period in which the deferral remains, and
 - (2) the owner must maintain the required fire and extended insurance coverage.
- (b) The total amount of deferred taxes and interest for all previous years becomes due and payable November 1 of the year in which the change in use or ownership occurs or on the date failure to maintain insurance occurs, and is delinquent on April 1 of the year following the year in which the change in use or ownership or failure to maintain insurance occurs.
- (c) Whenever the property appraiser discovers there has been a change in the use or ownership of the property that has been granted a tax deferral, the property appraiser shall notify the tax collector in writing of the date such change occurs, and the tax collector shall collect any taxes and interest due or delinquent.
- (d) During any year in which the total amount of deferred taxes, interest, and all other unsatisfied liens on the property exceed eighty-five (85) percent of the assessed value of the property, the tax collector shall immediately notify the owner of the property on which taxes and interest have been deferred the portion of taxes and interest which exceed eighty-five (85) percent of the assessed value of the property is due and payable within thirty (30) days after receipt of the notice. Failure to pay the amount due shall cause the total amount of deferred taxes and interest to become delinquent.
- (d) If deferred taxes become delinquent under this section, on or before June 1 following the date the taxes become delinquent, the tax collector shall sell a tax certificate for the delinquent taxes and interest in the manner provided by Section 197.432, Florida Statutes.

Sec. 94-157. – Prepayment of deferred taxes.

- (a) All or part of the deferred taxes and accrued interest may at any time be paid to the tax collector by:
 - (1) The owner of the property, or
 - (2) The next of kin of the owner, heir of the owner, child of the owner, or any person having or claiming a legal or equitable interest in the property, if no objection is made by the owner within thirty (30) days after the tax collector notifies the owner of the fact that such payment has been tendered.
- (b) Any partial payment made pursuant to this section shall be applied first to accrued interest.

Sec. 94-158. – Distribution of payment of deferred taxes.

When any deferred taxes or interest is collected, the tax collector shall maintain a record of the payment, setting forth a description of the property and the amount of taxes or interest collected for the property. The tax collector shall distribute payments received in accordance with the procedures for distributing ad valorem taxes or redemption money as prescribed in Chapter 197, Florida Statutes.

Sec. 94-159. – Construction.

The provisions of this division shall not prevent the collection of personal property taxes that become a lien against tax-deferred property, defer payment of special assessments to benefited property other than those specifically allowed to be deferred, or affect any provision of any mortgage or other instrument relating to property requiring a person to pay ad valorem taxes or non-ad valorem assessments. If any mortgagee shall elect to pay the taxes when an applicant qualifies for tax deferral under this article, then such election shall not give the mortgagee the right to foreclose.

Sec. 94-160. – Penalties.

- (a) The following penalties shall be imposed on any person who willfully files information required under this article that is incorrect:
 - (1) The person shall pay the total amount of taxes and interest deferred, which amount shall immediately become due;
 - (2) The person shall be disqualified from filing a tax deferral application for the next three (3) years; and
 - (3) The person shall pay a penalty of twenty-five (25) percent of the total amount of taxes and interest deferred.

(b) Any person against whom the penalties prescribed in this section have been imposed may appeal the penalties imposed to the VAB within thirty (30) days after the penalties are imposed.

Secs. 94-161-180. Reserved.

Section 3. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 4. 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), sentence(s), clause(s) or phrase(s) under application shall not be affected hereby.

Section 5. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida and that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 6. This ordinance shall take effect immediately upon its adoption.

PASSED upon first reading this ____ day of _____ 2022.

NOTICE PUBLISHED on the _____ day of _____ 2022.

PASSED AND ADOPTED on the _____ day of _____ 2022.

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

File Attachments for Item:

8. City Council Ordinance No. 2022-2236 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 22-01, 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.

Adopt City Council Ordinance No. 2022-2236 on first reading.

ORDINANCE NO. 2022-2236

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 22-01, 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

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City of Lake City, Florida, hereinafter referred to as the City.

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

Section 1. Pursuant to a petition, ANX 22-01, by George T. Hunter, John B. Hunter, Terry L. Hunter and Michael D. Pokitko trustees of their successors in trust, under the John B. Hunter Revocable Trust, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

A parcel of land lying in Section 6 and Section 7, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described, as follows: Commence at the Southwest corner of said Section 6; thence North 0°29'55" West 1,414.39 feet, along the West line of said Section 6 to the South right-of-way line of Southwest Bascom Norris Drive; thence South 49°34'43" East 1,004.46 feet, along the South right-of-way line of said Southwest Bascom Norris Drive to the Point of Beginning; thence South 41°20'30" West 466.55 feet to the beginning of a curve concave Southeasterly, having a radius of 262.39 feet and being subtended by a chord having a bearing and distance of South 26°04'37" West, 140.22 feet; thence Southwesterly, along the arc of said curve, through a central angle of 30°59'48", an arc length of 141.95 feet to the end of said curve; thence North 49°16'43" West 405.59 feet; thence South 00°29'55" East 544.42 feet to the South line of said Section 6, also being the North line of said Section 7; thence South 00°39'11" East 1,894.82 feet; thence South 89°46'53" East 1,462.67 feet; thence North 00°39'46" West 1,129.86 feet; thence South 89°46'53" East 311.89 feet; thence North 23°07'50" East 463.88 feet to the South right-of-way line of said Southwest Bascom Norris Drive; thence North 49°34'43" West 1,461.71 feet, along the South right-of-way line of said Southwest Bascom Norris Drive; thence South 41°12'54" West 360.94 feet; thence South 00°33'22" East 277.00 feet to the South line of said Section 6, also being the North line of said Section 7; thence South 84°59'00" West 47.95 feet, along the South line of said Section 6 and the North line of said Section 7; thence North 49°16'43" West 268.59 feet; thence North 06°49'32" East 28.50 feet to the beginning of a curve concave Southeasterly, having a radius of 192.39 feet and being subtended by a chord having a bearing and distance of North 24°05'47" East 116.11 feet; thence Northeasterly, along the arc of said curve, through a central angle of 35°07'38", an arc length of 117.95 feet to the end of said curve; thence North 41°20'30" East 467.68 feet to the South right-of-way line of said Southwest Bascom Norris Drive; thence North 49°34'43" West 70.01 feet, along the South right-of-way line of said Southwest Bascom Norris Drive to the Point of Beginning.

Containing 82.40 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

Section 4. The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

Section 5. The boundaries of the City are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows: RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2024, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

Section 9. The City Clerk is hereby directed to file, within seven (7) days of the effective date of this ordinance, a certified copy of this ordinance with the following:

- a) Florida Department of State, Tallahassee, Florida;
- b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- c) Clerk of the Circuit Court of the County;
- d) Chief Administrative Officer of the County;
- e) Property Appraiser of the County;
- f) Tax Collector of the County; and
- g) All public utilities authorized to conduct business within the City.

Section 10. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This ordinance shall become effective upon adoption.

PASSED UPON FIRST READING on the 19th day of December 2022.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2023.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

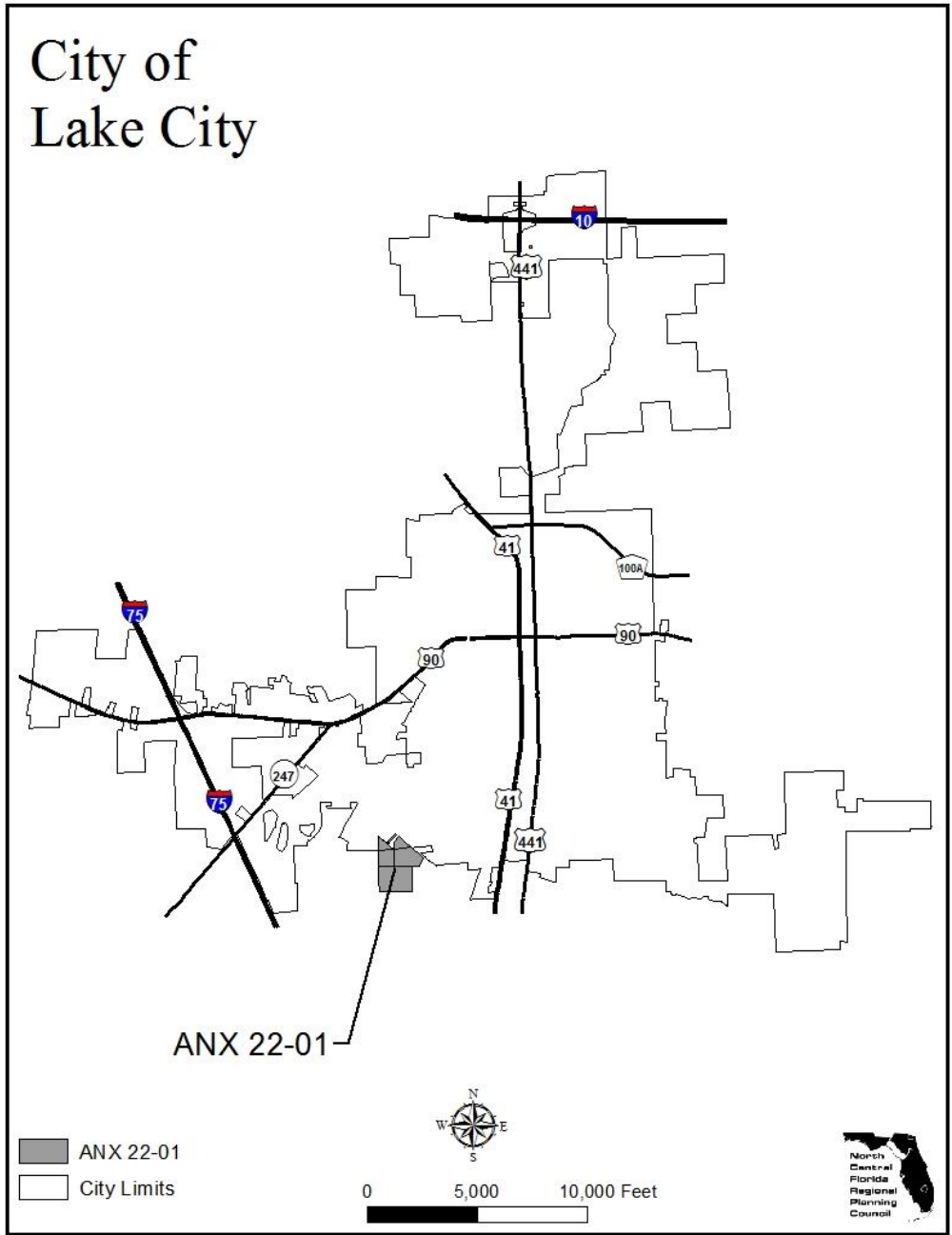
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

First Reading Only

Schedule A: Location Map



File Attachments for Item:

9. City Council Ordinance No. 2022-2237 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 22-02, 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 for severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2022-2237 on first reading.

ORDINANCE NO. 2022-2237

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 22-02, 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

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City of Lake City, Florida, hereinafter referred to as the City.

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

Section 1. Pursuant to a petition, ANX 2-02, by Marvin Peavy, as agent for MHPJR, LLC, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

A parcel of land, lying in Section 6, Township 4 South, Range 17 East, Columbia County, Florida and being more particularly described, as follows: Commence at the Northeast corner of the Northwest 1/4 of Northwest 1/4 of said Section 6; thence South 01°00'19" East 988.49 feet; thence North 87°27'58" East 207.22 feet to the Point of Beginning; thence North 87°27'58" East 451.07 feet; thence South 01°03'23" East 312.46 feet; thence South 85°55'52" West 242.15 feet; thence North 01°04'27" West 212.37 feet; thence South 79°42'50" West 211.70 feet; thence North 01°05'32" West 135.13 feet to the Point of Beginning.

Containing 2.33 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

Section 4. The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

Section 5. The boundaries of the City are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows: RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2024, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

Section 9. The City Clerk is hereby directed to file, within seven (7) days of the effective date of this ordinance, a certified copy of this ordinance with the following:

- a) Florida Department of State, Tallahassee, Florida;
- b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- c) Clerk of the Circuit Court of the County;
- d) Chief Administrative Officer of the County;
- e) Property Appraiser of the County;
- f) Tax Collector of the County; and
- g) All public utilities authorized to conduct business within the City.

Section 10. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This ordinance shall become effective upon adoption.

PASSED UPON FIRST READING on the 19th day of December 2022.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2023.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

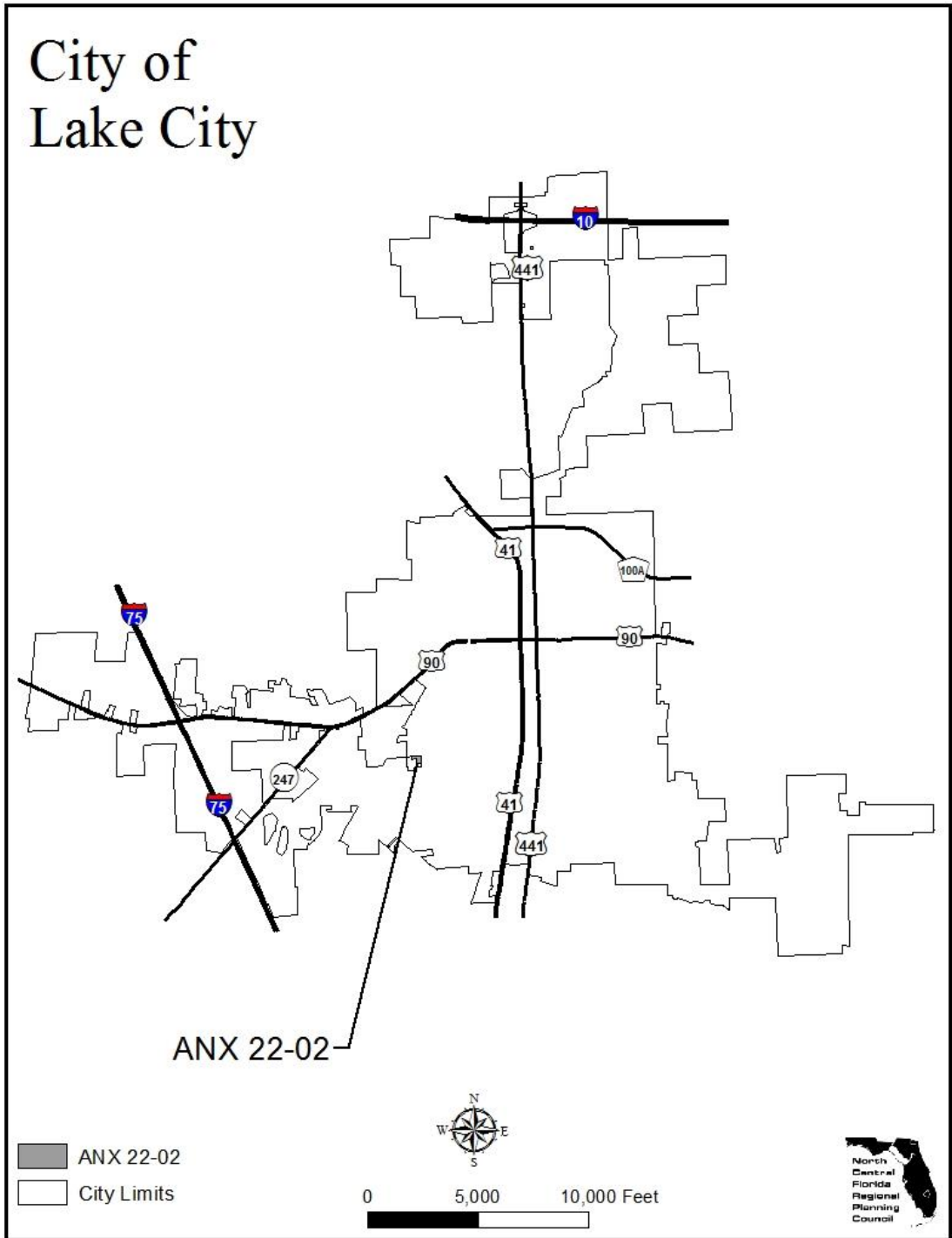
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

Schedule A: Location Map



File Attachments for Item:

10. City Council Resolution No. 2022-131 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance and execution of State of Florida Department of Transportation, Public Transportation Grant Agreement; and providing an effective date.

MEETING DATE
12/19/2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE: Airport

Originator: Dee Johnson		
City Manager Paul Dyal	Department Director Dee Johnson	Date 11/15/2022
Recommended Action: Accept \$218,690.00 from Department of Transportation for Public Transportation Grant Agreement (PTGA) to Rehabilitate GA Apron & TW C Realignment.		
Summary Explanation & Background: Council approved Resolution 2022-108 Rehabilitate GA Apron & TW C Realignment. project with vendor CGC, Inc. Total cost of project is \$2,509,228.50. Airport has the 2% budgeted. FAA 90% \$2,460,266.00 FDOT 8% \$218,690.00 <u>City 2% \$54,672.00</u> Total \$2,733,629.00		
Alternatives: Not accept DOT \$218,690.00 grant funds.		
Source of Funds: 140.60.542-090.91.09		
Financial Impact: Budgeted 2% / \$54,672.00		
Exhibits Attached: PTGA and Resolution 2022-108		

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444409-1-94-23	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55022020228 Vendor Number: VF596000352002
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Lake City, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in the rehabilitation of the Transient GA Apron & TW C Realignment at Lake City Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 ___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$2,733,628. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$218,690 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

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

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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

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

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

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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

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

This indemnification shall survive the termination of this Agreement."

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

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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

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

AGENCY City of Lake City

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitate Transient GA Apron & TW C Realignment

B. Project Location (limits, city, county, map): Lake City Gateway Airport/Lake City, FL/Columbia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction & Realignment of Taxiway C: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, excavation, embankment, subgrade preparation, base course, surface course, pavement markings, aircraft tie downs, new lighting and lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement and the TW Realignment. The Sponsor will comply with Aviation Program Assurances.

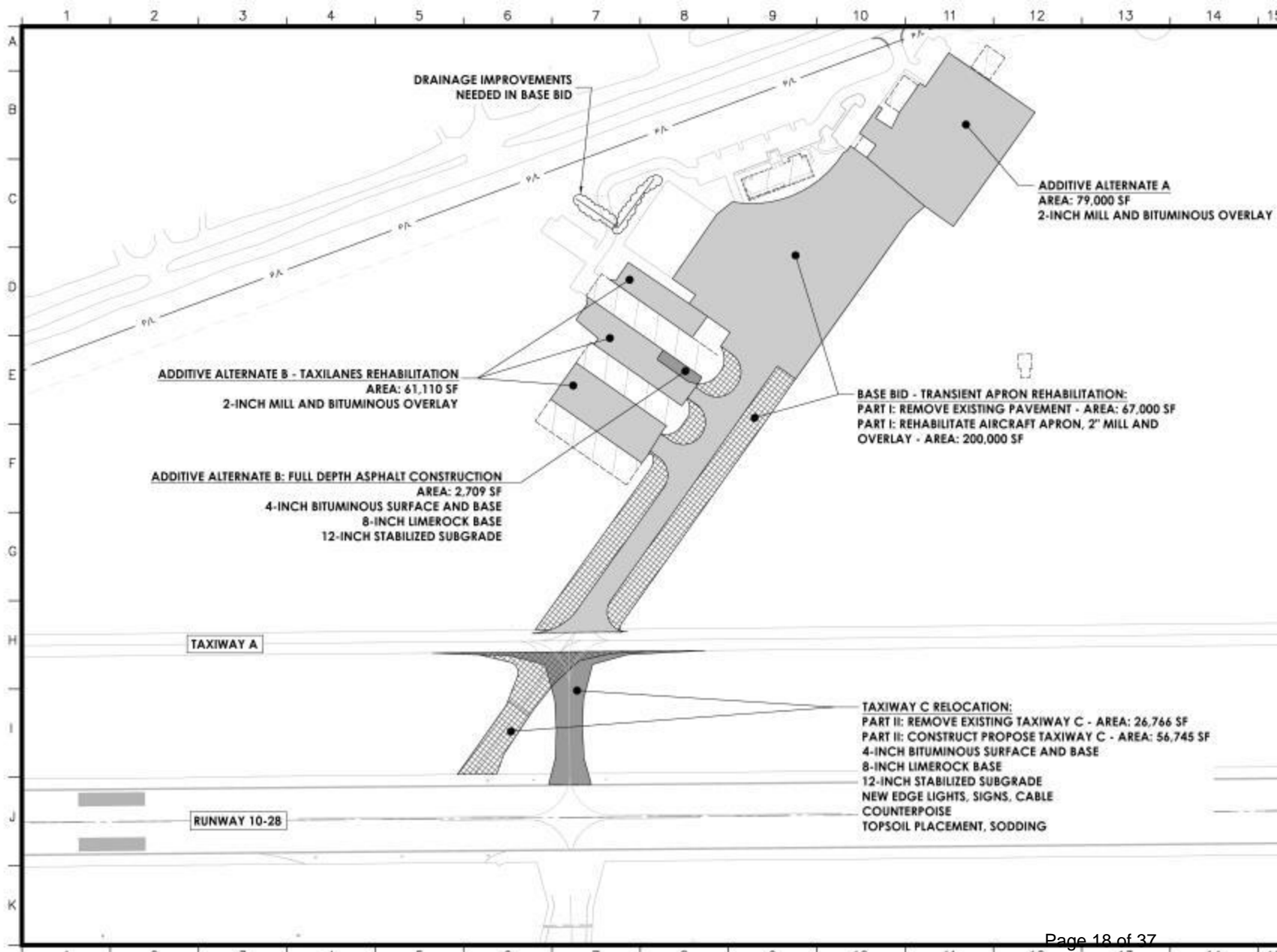
D. Deliverable(s): Rehabilitate Transient GA Apron & TW C Realignment

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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PASSERO ASSOCIATES
engineering architecture

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CIP FY 2021

STAMP
CIP FY 21

OWNER
LAKE CITY, FLORIDA, U.S.A.



3524 U.S. Highway 90
Lake City, Florida 32055

Passero Associates
4756 Coon Creek Way, Suite 200
St. Augustine, FL 32085 (904) 757-4154
Project Manager: Andrew J. Worke, P.E.
Prepared By: Harrison A. Korb, E.I.T.
www.passero.com

No.	Date	By	Description

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LOCATION
LAKE CITY GATEWAY AIRPORT (LCQ)
TOWN/CD: LAKE CITY
COUNTY: COLEMAN STATE: FLORIDA
PROJECT FILE
TAXIWAY C REALIGNMENT & TRANSIENT APRON REHABILITATION

PROJECT NUMBER
20070044.0000
DATE
NOVEMBER 2020
DRAWING TITLE

PROJECT SKETCH
DRAWING TEAM
112

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444409-1-94-23	DDR	088719	2023	740100	N/A	N/A	\$54,000.00
444409-1-94-23	DPTO	088719	2023	740100	N/A	N/A	\$164,690.00
444409-1-94-23	FAA	088719	2023	740100	N/A	N/A	\$2,460,266.00
444409-1-94-23	LF	088719	2023	740100	N/A	N/A	\$54,672.00
Total Financial Assistance							\$2,733,628.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$218,690.00	\$54,672.00	\$2,460,266.00	\$2,733,628.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$218,690.00	\$54,672.00	\$2,460,266.00	\$2,733,628.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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

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

- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL RESOLUTION NO. 2022-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AWARDED A PROJECT AT THE LAKE CITY GATEWAY AIRPORT TO CGC, INC.; PROVIDING FOR THE TAXIWAY C REALIGNMENT, AND THE REHABILITATION OF THE TRANSIENT APRON AND TAXILANES; PROVIDING FOR THE EXECUTION OF A CONTRACT; PROVIDING FOR A TOTAL COST NOT-TO-EXCEED \$2,509,228.50; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a contract for the realignment of Taxiway C and the rehabilitation of the transient apron and taxilanes located at the Lake City Gateway Airport (hereinafter the “Project”); and

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

WHEREAS, an Invitation to Bid 013-2022 (hereinafter “ITB”) was advertised, and the City’s engineer, Passero Associates, LLC, recommends that CGC, INC., (hereinafter “CGC”) be awarded the project; and

WHEREAS, the City Council finds that it is in the City’s best interest to award a contract to CGC for the aforementioned project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract Agreement* (hereinafter the “Contract”) 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 project is awarded to CGC, and the execution of the Contract is authorized.

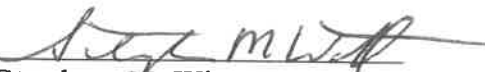
Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed

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 CGC to exceed the Contract pricing. 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 CGC shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

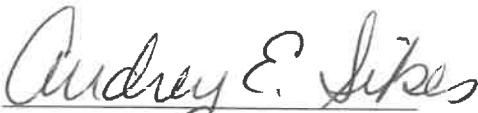
Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 3rd day of October 2022.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

CONTRACT AGREEMENT

ENTERED BY _____

THIS AGREEMENT, in two (2) duplicate originals, made and entered into this 3 day of October, 2022 by and between the City of Lake City, Party of the First Part, and CGC, Inc. of Duval County of Jacksonville State of Florida hereinafter designated as the CONTRACTOR, Party of the Second Part.

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

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

Taxiway C Realignment and Rehabilitate Transient Apron and Taxilanes

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

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

CONTRACT AMOUNT

In Words	In Numerals
Base Bid: \$ <u>eight hundred ninety-four thousand two hundred sixty-seven dollars</u>	\$ <u>894,267.00</u>
Schedule B1 \$ <u>six hundred thirteen thousand five hundred fifty-seven dollars</u>	\$ <u>613,557.75</u>
Schedule C \$ <u>one million one thousand four hundred three dollars and seventy-five cents</u>	\$ <u>1,001,403.75</u>
Total Contract Amount \$ <u>two million five hundred nine thousand two hundred twenty-eight dollars and fifty cents</u>	\$ <u>2,509,228.50</u>

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; FAA AC 150/5370-2F; Technical Specifications; Drawings; and all interpretations of or addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner. The Table of Contents, Headings, and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

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

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

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

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

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

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

2. Workman's Compensation and Disability Benefits. Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law.

3. Public Liability Insurance. Regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage,

including the use thereof, in any one occurrence.

4. Protective Public Liability Insurance. Subcontractor's provide regular Contractor's Protective Public Liability Insurance providing for a limit of not less than \$3,000,000. Single limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence.
5. Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in section A.1. above (Comprehensive General Liability Insurance), a policy covering the use in connection with the work covered by the Contract of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by State Law to bear, license plates.

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

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

Article 9. PUBLIC RECORDS. CGC Inc., shall comply with all public records laws.

IF CGC INC., HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDRY M.D.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

- A. CGC Inc., shall comply with public records laws, specifically CGC Inc., shall:
 - (1) Keep and maintain public records required by the City to perform the services.
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if CGC Inc., does not transfer the records to the City.

(4) If CGC Inc., considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that CGC Inc., claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

(5) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of CGC Inc., or keep and maintain public records required by the City to perform the service. If CGC Inc., transfers all public records to the City upon completion of the contract, CGC Inc., shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CGC Inc., keeps and maintains public records upon completion of the contract, CGC Inc., 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.

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

Article 10. E-VERIFY. CGC Inc., is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Failure of CGC Inc., to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, CGC Inc., must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by CGC Inc., CGC Inc., may not be awarded a public contract for a period of ONE (1) year after the date of termination.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in two (2) copies, the day and year first above written.

City of Lake City

By: 

Stephen Witt, Mayor
Name, Title

Date: 10/3/2022

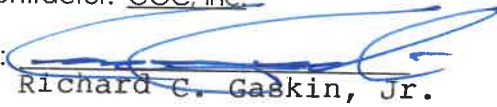
ATTEST

By: 

Audrey E. Sikes, City Clerk
Name, Title

Date: 10/3/2022

Contractor: CGC, Inc.

By: 

Richard C. Gaskin, Jr.
Title: President

Date: 10/07/2022

Add-Ons or Substitutions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Missy Amos PHONE (A/C, No, Ext): 904-421-8600 FAX (A/C, No): 904-421-8601 E-MAIL ADDRESS: mamos@ghgins.com														
INSURED CGC Inc. 7036 West 12th Street Jacksonville FL 32220	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Company</td> <td style="text-align: center;">24112</td> </tr> <tr> <td>INSURER B : Westchester Surplus Lines Insurance Company</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER C : ICW Group</td> <td style="text-align: center;">27847</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Company	24112	INSURER B : Westchester Surplus Lines Insurance Company	10172	INSURER C : ICW Group	27847	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1671071037 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CWP5147175	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP5147175	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP5147175	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WFL505900801	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Leased/Rented Equipment Installation Floater Pollution Liability			CWP5147175 CWP5147175 G71754157003	12/31/2021 12/31/2021 10/28/2021	12/31/2022 12/31/2022 10/28/2022	\$750,000 \$2,500 Ded, ACV \$200,000 \$500 Ded \$1,000,000/\$2,000,000 \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Taxiway C Realignment & Rehabilitate Transient Apron and Taxilanes; Lake City Gateway Airport (LCQ) 3524 US Hwy 90 Lake City, FL 32055

Certificate holder is additional insured on the General Liability as respects the operations of the named insured. 30 day notice except 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Lake City 205 N. Marion Avenue Lake City FL 32055	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Missy Amos PHONE (A/C, No, Ext): 904-421-8600 E-MAIL ADDRESS: mamos@ghgins.com	FAX (A/C, No): 904-421-8601
	INSURER(S) AFFORDING COVERAGE	
INSURED CGC Inc. 7036 West 12th Street Jacksonville FL 32220	INSURER A : Westfield Insurance Company INSURER B : Westchester Surplus Lines Insurance Company INSURER C : ICW Group INSURER D : INSURER E : INSURER F :	
	NAIC # 24112 10172 27847	
	CGCINC0-01	

COVERAGES

CERTIFICATE NUMBER: 1671071037

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CWP5147175	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CWP5147175	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CWP5147175	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WFL505900801	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Leased/Rented Equipment Installation Floater Pollution Liability		CWP5147175 CWP5147175 G71754157003	12/31/2021 12/31/2021 10/28/2021	12/31/2022 12/31/2022 10/28/2022	\$750,000 \$200,000 \$1,000,000/\$2,000,000 \$2,500 Ded, ACV \$500 Ded \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Taxiway C Realignment & Rehabilitate Transient Apron and Taxilanes; Lake City Gateway Airport (LCQ) 3524 US Hwy 90 Lake City, FL 32055

Certificate holder is additional insured on the General Liability as respects the operations of the named insured. 30 day notice except 10 days for non-payment of premium.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FRONT PAGE OF PUBLIC PAYMENT & PERFORMANCE BOND
In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: SUR0076133

Contractor Name: CGC, Inc.
Contractor Address: 7036 W. 12th Street , Jacksonville , FL 32220
Contractor Phone No: 904-783-4119

Surety Company Name: Argonaut Insurance Company
Surety Company Address: PO Box 469011 , San Antonio , TX 78246
Surety Company Phone No: 800-470-7958

Agent Name: M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding
Agent Address: 1110 NW 6th Street
Gainesville, FL 32601
Agent Phone No: (352) 374-7779

Obligee Name: City of Lake City
Obligee Address: 205 N Marion Avenue , FL 32055
Obligee Phone No:

Bond Amount: \$2,509,228.50

Contract No: (if applicable)

Description of Work: Taxiway C Realignment and Rehabilitate Transient Apron and Taxilanes

Project Address: Lake City, FL

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

PERFORMANCE BOND

Bond Number SUR0076133

PRINCIPAL <i>(Legal Name and Business Address)</i> CGC, Inc., 7036 W. 12th Street, Jacksonville, FL 32220	STATE OF INCORPORATION Florida	
SURETY <i>(Legal Name and Business Address)</i> Argonaut Insurance Company PO Box 469011, San Antonio, TX 78246	CONTRACT NO. 2023-003	CONTRACT DATE 10/03/2022
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> Two Million, Five Hundred Nine Thousand, Two Hundred Twenty-Eight and 50/100 (\$2,509,228.50)		

OBLIGATION

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

WHEREAS,

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

Project Name: TAXIWAY C REALIGNMENT AND REHABILITATE TRANSIENT APRON AND TAXILANES

Project Location: Lake City Gateway Airport (LCQ)

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

CONDITION

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

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

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

WITNESS


In witness whereof, this instrument is executed this the 10th day of October, 2022

INDIVIDUAL PRINCIPAL:

Company Name: _____
Signature: _____
Name and Title: _____

CORPORATE PRINCIPAL:


ATTEST:

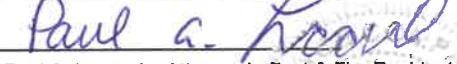
Signature: 
Name and Title: Richard C. Gaskin, Vice President
(Affix Corporate Seal)

Corporate Name: CGC, Inc.
Signature: 
Name and Title: Richard C. Gaskin, Jr., President

SURETY:

ATTEST:


Signature: 
Name and Title: Rebekah Sharp, Account Executive
(Affix Seal)

Surety Name: Argonaut Insurance Company
Signature: 
Name and Title: Paul A. Locascio, Attorney-in-Fact & Fla. Resident Agent
(Attach Power of Attorney)


OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: 10/26/2022

Signature: 
Name and Title: Stephen M. Witt / Mayor

ATTEST:

Signature: 
Name and Title: Audrey E. Sikes / City Clerk
(Affix Seal)

PAYMENT BOND

Bond Number SUR0076133

PRINCIPAL <i>(Legal Name and Business Address)</i> CGC, Inc., 7036 W. 12th Street, Jacksonville, FL 32220	STATE OF INCORPORATION Florida	
SURETY <i>(Legal Name and Business Address)</i> Argonaut Insurance Company PO Box 469011, San Antonio, TX 78246	CONTRACT NO. 2023-003	CONTRACT DATE 10/03/2022
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> Two Million, Five Hundred Nine Thousand, Two Hundred Twenty-Eight and 50/100 (\$2,509,228.50)		

OBLIGATION

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

WHEREAS,

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

Project Name: **TAXIWAY C REALIGNMENT AND REHABILITATE TRANSIENT APRON AND TAXILANES**

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

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

CONDITION

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

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

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

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

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

SIGNATURES ON NEXT PAGE

WITNESS

In witness whereof, this instrument is executed this the 10th day of October, 2022.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: CGC, Inc.

Signature: [Signature]

Signature: [Signature]

Name and Title Richard C. Gaskin, Vice President

Name and Title: Richard C. Gaskin, Jr., President

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: Argonaut Insurance Company

Signature: [Signature]

Signature: [Signature]

Name and Title: Rebekah Sharp, Account Executive

Name and Title: Paul A. Locascio, Attorney-in-Fact & Fla. Resident Agent

(Affix Seal)
Attorney)

(Attach Power of

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: 10/26/2022

Signature: [Signature]

Name and Title: Stephen M. Witt / Mayor

ATTEST:

Signature: [Signature]

Name and Title: Audrey E. Sikes / City Clerk

(Affix Seal)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond No. SUR0076133

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

L Dale Waldorff, K Wayne Walker, Pamela L Jarman, Benjamin H French, Paul A Locascio, Rebekah F. Sharp, Trava Ridlon, Ronald J Hays

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



by: *Gary E. Grose*
Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D. before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10 day of October, 2022.



Austin W. King
Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

NOTICE OF COMMENCEMENT



Tax Parcel Identification Number:

35-3S-17-07322-001

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property, and in accordance with Section 713.13 of the Florida Statutes, the following information is provided in this NOTICE OF COMMENCEMENT.

1. Description of property (legal description): Parcel # 35-3S-17-07322-001 ALL CITY OWNED LAND LYING S OF US 90 & E OF LULU RD & W OF LAKE CITY JUNIOR COLLEGE BY-PASS ROAD & N OF SR 100 BEING PARTS OF SEC 34.35 & 36-3S-17 & SEC 1.2 & 3-4S-17E. a) Street (job) Address: 3524 E. US Hwy 90, Lake City, FL 32055

2. General description of improvements: TAXIWAY C REALIGNMENT AND REHABILITATE TRANSIENT APRON AND TAXILANES

3. Owner Information or Lessee information if the Lessee contracted for the improvements:

- a) Name and address: CITY OF LAKE CITY 205 N MARION AVE LAKE CITY, FL 32055
b) Name and address of fee simple titleholder (if other than owner)
c) Interest in property Fee Simple

4. Contractor Information

- a) Name and address: CGC, Inc. 7036 W. 12th Street, Jacksonville, FL 32220
b) Telephone No.: (904) 783-4119

5. Surety Information (if applicable, a copy of the payment bond is attached):

- a) Name and address: Western Surety Company 151 N. Franklin Street Chicago, IL 60606
b) Amount of Bond: \$2,509,228.50
c) Telephone No.: (312) 822-5000

6. Lender

- a) Name and address: N/A
b) Phone No.

7. Person within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:

- a) Name and address:
b) Telephone No.:

8. In addition to himself or herself, Owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13(l)(b), Florida Statutes:

- a) Name: OF
b) Telephone No.:

9. Expiration date of Notice of Commencement (the expiration date will be 1 year from the date of recording unless a different date is specified):

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY; A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA
COUNTY OF COLUMBIA

10. Signature of Owner or Lessee, or Owner's or Lessee's Authorized Office/Director/Partner/Manager

Printed Name and Signatory's Title/Office

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, a Florida Notary,

this day of 2022, by: as

for who is personally known OR produced identification

Type ID

Notary Signature (Notary Stamp or Seal)

Account 030.54 - Operating Expense Books, Subscription & Membership		
140.60.542-030.54	American Association of Airport Executives - AAAE	275.00
140.60.542-030.54	AviationWeek Network, SpeedNews	727.00
140.60.542-030.54	Florida Airports Council - FAC	330.00
140.60.542-030.54	Lake City Reporter - Subscription Annual	90.00
140.60.542-030.54	National Business Aviation Association - NBAA	395.00
140.60.542-030.54	National Fire Protection Association - NFPA	175.00
	Account 030.54 - Operating Expense Books, Subscription &	<u>\$1,992.00</u>

Account 030.55 - Operating Expense Training		
140.60.542-030.55	AAAE Aviation Law 101 x 1 attendees	2,500.00
	Account 030.55 - Operating Expense Training Totals	<u>\$2,500.00</u>

Account 070.71 - Debt Service Principal		
140.60.542-070.71	2017 Airport Revenue Bond - BB&T Bond Principal	189,919.00
	Account 070.71 - Debt Service Principal Totals	<u>\$189,919.00</u>

Account 070.72 - Debt Service Interest		
140.60.542-070.72	2017 Airport Revenue Bond - BB&T Bond Interest	53,923.00
	Account 070.72 - Debt Service Interest Totals	<u>\$53,923.00</u>

Account 090.91.09 - Other Uses Intragovernmental Transfers Airport Construction		
140.60.542-090.91.09	FAA/FDOT Runway 5-23 Rehab Design and Const_Local	98,338.00
140.60.542-090.91.09	FDOT Strategic Airport Business Plan_Local Match	13,245.00
140.60.542-090.91.09	FDOT Twy C Realignment, Apron, T-Hgr	54,672.00
	Account 090.91.09 - Other Uses Intragovernmental Transfers	<u>\$166,255.00</u>

Account 090.99.02 - Other Uses Other Uses Contingency		
140.60.542-090.99.02	Contingency	20,000.00
	Account 090.99.02 - Other Uses Other Uses Contingency Totals	<u>\$20,000.00</u>

Account 090.99.05 - Other Uses Other Uses Allocations		
140.60.542-090.99.05	Transfer to the General Fund	50,000.00
	Account 090.99.05 - Other Uses Other Uses Allocations Totals	<u>\$50,000.00</u>

AIRPORT CONSTRUCTION FUND

EXPENSES

Account 030.31 - Operating Expense Professional Services

341.60.542-030.31	Strategic Airport Business Plan - FDOT 80%	66,223.00
	Account 030.31 - Operating Expense Professional Services	<u>\$66,223.00</u>

Account 060.63 - Capital Outlay Infrastructure

341.60.542-060.63	Design & Rehab Runway 5-23 - FDOT 80%	590,030.00
341.60.542-060.63	Realignment of Txwy C & Apron Rehab - FAA 100%	32,852.00
341.60.542-060.63	Rehab Apron & Realignment of Txwy FAA 90%, FDOT 8%, City 2%	<u>2,733,618.00</u>
	Account 060.63 - Capital Outlay Infrastructure Totals	<u>\$3,356,500.00</u>

CITY COUNCIL RESOLUTION 2022-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE AND EXECUTION OF STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City”), pursuant to City Council Resolution No. 2022-108, awarded a contract to CGC for the realignment of Taxiway C and the rehabilitation of the transient apron and taxi lane located at the Lake City Gateway Airport; and

WHEREAS, the State of Florida Department of Transportation agreed to provide a grant to the City as partial payment of the contract awarded to CGC; and

WHEREAS, the State of Florida Department of Transportation has awarded the City, funds in the amount of \$218,690.00 through its Public Transportation Grant Agreement attached hereto and made a part of this Resolution; and

WHEREAS, the City Council finds that it is in the City’s best interest to accept the Grant funds from the State of Florida Department of Transportation as authorized by the attached Public Transportation Grant Agreement.

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 accepts the sum of \$218,690.00 from the State of Florida Department of Transportation pursuant to Public Transportation Grant Agreement attached hereto.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Grant Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Grant Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and addition as made by the City Manager and City Attorney. Execution by the Mayor and State of Florida

Department of Transportation shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December, 2022.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 07/22

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444409-1-94-23	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A	DDR,DPTO	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55022020228 Vendor Number: VF596000352002
Contract Number:	Federal Award Date: N/A		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Lake City, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the rehabilitation of the Transient GA Apron & TW C Realignment at Lake City Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
 - *Exhibit B1: Deferred Reimbursement Financial Provisions
 - *Exhibit B2: Advance Payment Financial Provisions
 - *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$2,733,628. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$218,690 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 Travel expenses are NOT eligible for reimbursement under this Agreement.
 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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

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

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- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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

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

This indemnification shall survive the termination of this Agreement."

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

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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

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

AGENCY City of Lake City

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitate Transient GA Apron & TW C Realignment

B. Project Location (limits, city, county, map): Lake City Gateway Airport/Lake City, FL/Columbia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction & Realignment of Taxiway C: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, excavation, embankment, subgrade preparation, base course, surface course, pavement markings, aircraft tie downs, new lighting and lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement and the TW Realignment. The Sponsor will comply with Aviation Program Assurances.

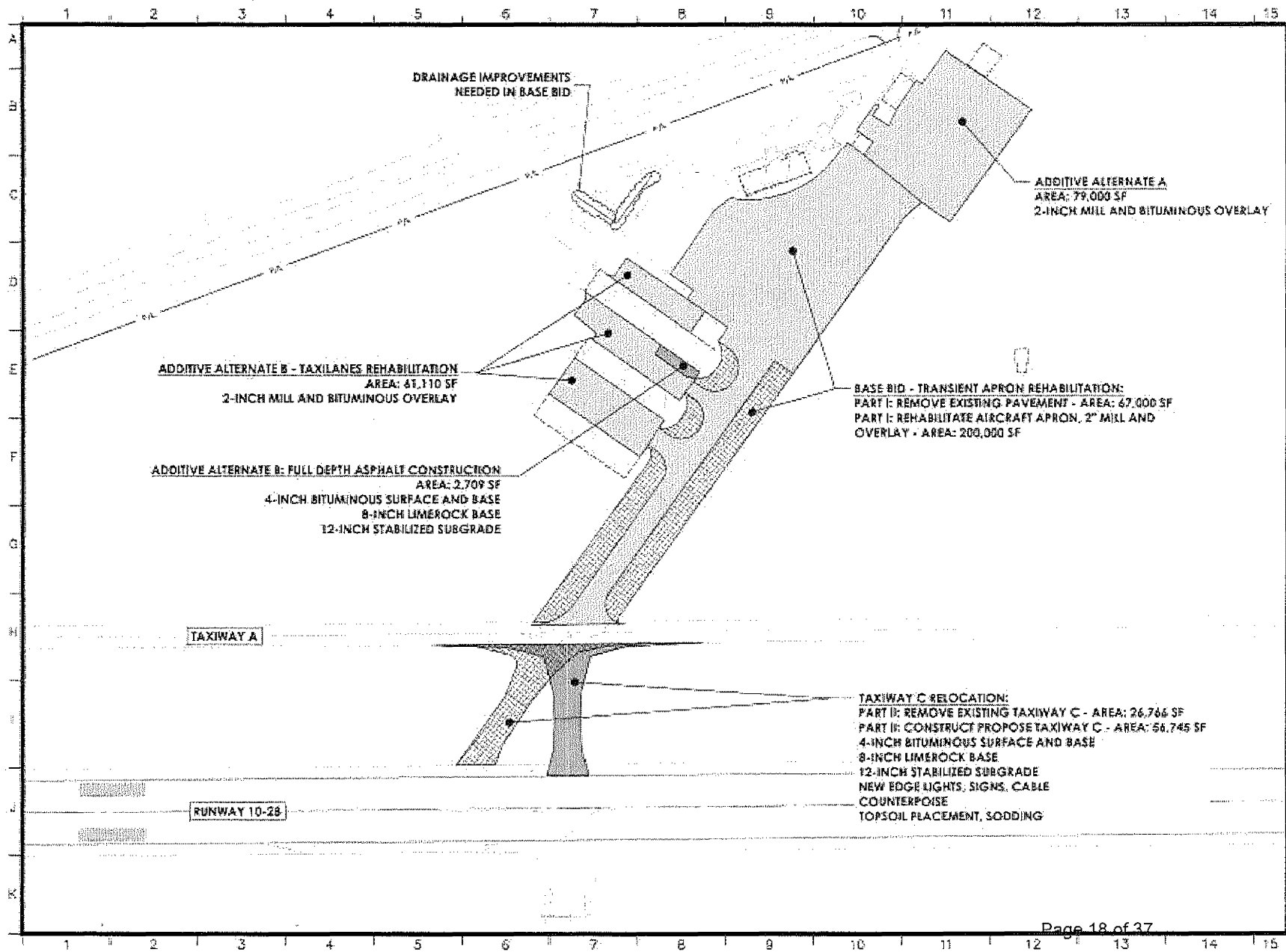
D. Deliverable(s): Rehabilitate Transient GA Apron & TW C Realignment

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



PA
PASSERO ASSOCIATES
Engineering and Construction

100' 0" Scale

CIP FY 2021

TAXIWAY CIP FY 21

LAKE CITY, FLORIDA, U.S.A.

GATEWAY

3024 U.S. Highway 90
Lake City, Florida 32055

Passero Associates
1100 Central Expressway, Suite 200
St. Augustine, FL 32084 (904) 827-1414

PROPOSED PROJECT: TAXIWAY C RELOCATION & TRANSIENT APRON REHABILITATION
PROJECT NO.: 2007D044.0000
DATE: NOVEMBER 2020

PROJECT SKETCH

DATE: 11/11/20

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444409-1-94-23	DDR	088719	2023	740100	N/A	N/A	\$54,000.00
444409-1-94-23	DPTO	088719	2023	740100	N/A	N/A	\$164,690.00
444409-1-94-23	FAA	088719	2023	740100	N/A	N/A	\$2,460,266.00
444409-1-94-23	LF	088719	2023	740100	N/A	N/A	\$54,672.00
Total Financial Assistance							\$2,733,628.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$218,690.00	\$54,672.00	\$2,460,266.00	\$2,733,628.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$218,690.00	\$54,672.00	\$2,460,266.00	\$2,733,628.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ___.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", **Project Description and Responsibilities**, and Exhibit "B", **Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
 - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
- 14. Operations and Maintenance.**
- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
 - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
- 15. Federal Funding Eligibility.**
- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
 - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
 - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
 - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- 18. Airfield Access.**
- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

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

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

- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

File Attachments for Item:

11. City Council Resolution 2022-133 - A resolution of the City Council of the City of Lake City, Florida, retiring Canine Gyllian from the Lake City Police Department and authorizing the adoption of Canine Gyllian to Police Officer Chauncey Mays; relinquishing any and all liability for the housing, care, veterinary needs, and food related to Canine Gyllian; and establishing an effective date.

MEETING DATE
12-19-22

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Request for Retirement and Adoption of Police K9 Gyllian

DEPT / OFFICE: Lake City Police Department

Originator: Chief Gerald Butler GBC		
City Manager Paul Dyal	Department Director Chief Gerald Butler	Date 11-29-22
Recommended Action: Retirement and adoption of police K9 Gyllian		
Summary Explanation & Background: <p>K9 Gyllian has been in service with the Lake City Police Department for several years. Officer Chauncey Mays was her previous handler.</p> <p>Dr. Andrew Buergo of Addison Animal Hospital has been treating Gyllian for a medical condition for approximately 5 months. After trying to treat the condition, including surgery, Dr. Buergo’s opinion is that it would be in Gyllian’s best interest to retire from duty.</p> <p>Officer Mays requests permission to adopt Gyllian from the City of Lake City. In doing so, Officer Mays accepts all responsibilities and liability for Gyllian’s housing, care, veterinary needs, and food. The City of Lake City would relinquish any and all liability starting the date of Gyllian’s retirement.</p>		
Alternatives:		
Source of Funds:		
Financial Impact: None		
Exhibits Attached: <ol style="list-style-type: none"> 1. Letter from Officer Chauncey Mays to Chief Butler requesting to retire and adopt K9 Gyllian. 2. Memo 22-097 from Chief Butler to Officer Mays acknowledging his request 3. Letter received 11-28-22 from Addison Animal Hospital recommending Gyllian be retired due to medical condition not responding to treatment. 		



Gerald Butler
Chief of Police

LAKE CITY
POLICE
DEPARTMENT



www.lcflapd.com



@LCFlaPD



MEMORANDUM 22-097

TO: Officer Chauncey Mays
FROM: Chief Gerald Butler *bluo*
RE: K9 Gyllian – Retirement and Adoption
DATE: November 29, 2022

I am in receipt of your request to adopt K9 Gyllian upon her retirement from service. As you are aware, the adoption process requires City Council approval. The next Council meeting is scheduled for Monday, December 19, 2022. We are working to get the request on the Council’s agenda for that meeting.

In the interim, I would like to request you continue to care for, feed, and house Gyllian until such time as City Council formally approves the adoption. K9 Gyllian must not be used in any shape, or form, to conduct any type of police service or police K9 activity. You will be notified as soon as a final decision is made by the City Council

If you are in agreement with continuing to provide care for Gyllian, please respond in writing by Friday, December 9, 2022.

I would like to thank you for your service and dedication to the citizens of the City of Lake City and the Lake City Police Department. I believe Gyllian’s retirement years will be spent in good hands in a loving home.

Cc: Assistant Chief Andy Miles
Lt. Garrett Register
Sgt. Jason Byrd
Administrative File



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An Equal Opportunity Employer

Tuell, Susan

From: Milligan, Robert
Sent: Tuesday, November 29, 2022 11:07 AM
To: Tuell, Susan
Subject: Fwd: K9 Gyll Request

Sent from my iPhone

Begin forwarded message:

From: "Mays, Chauncey" <MaysC@lcfla.com>
Date: November 29, 2022 at 11:05:15 AM EST
To: "Milligan, Robert" <MilliganR@lcfla.com>
Subject: K9 Gyll Request

To: Chief Butler via Chain of Command

In reference to K9 Gyll, I am requesting to receive her after she is retired from duty. I was her handler from January of 2021, until May 2022. I am still active as a reserve officer with the agency.

Addison Animal Hospital
Dr. Andrew T. Buergo, DVM
222 SW CR 252 B Lake City, FL 32024
Phone: (386) 752-7200 Fax: (386) 961-8802

RECEIVED
NOV 28 2022
OFFICE OF THE CHIEF

To: Whom it may concern

My name is Andrew T. Buergo and I have the veterinarian overseeing Gyllian's care. She was diagnosed with an infected and ruptured anal gland approximately 5 months ago. The condition worsened after the second course of antibiotics and she was taken to surgery for debridement. After several rounds of antibiotics and multiple surgeries to repair the tissue, her wound has not improved. She has also developed a limp on her front limb that has not improved with medication and rest. Due to the nature of her work, I believe it would be in her best interest to medically retire from duty.

If you have any questions please feel free to contact me.

Thank you,


Andrew T. Buergo, DVM

B100
11/28/22

CITY COUNCIL RESOLUTION 2022-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RETIRING CANINE GYLLIAN FROM THE LAKE CITY POLICE DEPARTMENT AND AUTHORIZING THE ADOPTION OF CANINE GYLLIAN TO POLICE OFFICER CHAUNCEY MAYS; RELINQUISHING ANY AND ALL LIABILITY FOR THE HOUSING, CARE, VETERINARY NEEDS, AND FOOD RELATED TO CANINE GYLLIAN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City Police Department (hereinafter the "LCPD"), desires to authorize the adoption of Canine (hereinafter "K9") Gyllian to police officer Chauncey Mays (hereinafter "Mays"); and

WHEREAS, the city administration recommends the retirement and adoption of K9 Gyllian based on the expert opinion of Dr. Andrew Buergo of Addison Animal Hospital, who has been treating K9 Gyllian for a medical condition, and recommends the retirement of K9 Gyllian; and

WHEREAS, Mays would accept all responsibilities and liability for K9 Gyllian's housing, care, veterinary needs, and food if K9 Gyllian is retired and provided to Mays; and

WHEREAS, the City Council finds that the adoption of K9 Gyllian by Mays is in the best interests of the City and K9 Gyllian.

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 retirement of K9 Gyllian and adoption of K9 Gyllian by Chauncey Mays is approved and the Mayor is authorized to execute all necessary documentation to effect such.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December 2022.

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:

12. City Council Resolution No. 2022-134 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Third Judicial Circuit Mutual Aid Agreement between Municipalities and Sheriffs of Counties located in the Third Judicial Circuit of Florida, through the Lake City Police Department.

CITY COUNCIL RESOLUTION 2022-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE *THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT* BETWEEN MUNICIPALITIES AND SHERIFFS OF COUNTIES LOCATED IN THE THIRD JUDICIAL CIRCUIT OF FLORIDA, THROUGH THE LAKE CITY POLICE DEPARTMENT.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to execute the *Third Judicial Circuit Mutual Aid Agreement* (hereinafter the “Agreement”) by and among the municipalities located in the Third Judicial Circuit and the Sheriffs of the counties within the Third Judicial Circuit (hereinafter the “Law Enforcement Agencies”); and

WHEREAS, the Law Enforcement Agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including but not limited to, emergencies as defined under section 252.34, Florida Statutes; and

WHEREAS, the Law Enforcement Agencies have the authority under section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in section 252.34, Florida Statutes; and

WHEREAS, the City Council finds that it is in the City’s best interest to execute the Agreement with the Law Enforcement Agencies pursuant to and in accordance with the terms and conditions of the Agreement, a copy of which is attached hereto and made a part of this resolution.

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 and Chief of Police are authorized to execute the Agreement for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December 2022.

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

Third Judicial Circuit Mutual Aid Agreement

This is an agreement between municipalities located in the Third Judicial Circuit. This is also an agreement between those municipalities and the Sheriff's of the counties within the Third Judicial Circuit.

For the purpose of this agreement, the subscribing Law Enforcement agencies are as follows:

CROSS CITY POLICE DEPARTMENT	COLUMBIA COUNTY SHERIFF'S OFFICE
JASPER POLICE DEPARTMENT	DIXIE COUNTY SHERIFF'S OFFICE
JENNINGS POLICE DEPARTMENT	HAMILTON COUNTY SHERIFF'S OFFICE
LAKE CITY POLICE DEPARTMENT	LAFAYETTE COUNTY SHERIFF'S OFFICE
LIVE OAK POLICE DEPARTMENT	MADISON COUNTY SHERIFF'S OFFICE
MADISON POLICE DEPARTMENT	SUWANNEE COUNTY CORRECTIONAL INSTITUTE
PERRY POLICE DEPARTMENT	SUWANNEE COUNTY SHERIFF'S OFFICE
	TAYLOR COUNTY SHERIFF'S OFFICE

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to one another that it is to the advantage of each to receive and extend mutual aid in the form of Law Enforcement services and resources to adequately respond to:

1. Continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and
2. Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, the subscribing agencies have the authority under Section 23.12, Florida Statutes, et seq, the Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement for law enforcement services which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and
2. Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include but not necessarily be limited to, investigation of homicides, sex offenders, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not limited to, dealing with disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and respond in a manner he/she deems appropriate. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/he jurisdiction; for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law.

Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon this later arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report so prescribed in this paragraph which is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency, or normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals who the law enforcement officer may encounter.

The Agency head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this Agreement, the officer, deputy sheriff or appointee shall abide by, and be subject to, the rules and regulations, personnel policies, general orders and standard operating procedures of their agency. If any rule, regulation, personnel policy, general order, or standard operating procedure of their agency is contradicted, contravened, or otherwise differentiates from the agency who is requesting assistance, then such rule, regulation, policy, general order, or procedure of the requesting agency shall control and supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum;

1. The identity of the complaint.
2. An address where the complaining party can be contacted
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to the Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Employees of each participating agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this State, under the terms of this Agreement shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

2. Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other party to the Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
3. A political subdivision that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
4. The agency furnishing aid pursuant to this Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect paid, volunteer, and reserve employees.
6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURE PROVISIONS

1. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency, or other property pursuant to Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance, and the seizing agency in the case of voluntary cooperation, shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control, and the responsibility to maintain, the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
2. All proceeds from forfeited property seized as a result of, or in accordance with, this Agreement shall be divided equally between the parties participating in the action that caused the seizure, less the cost associated with the forfeiture action.

SECTION VIII: CONFLICTING MUTUAL AID AGREEMENTS

This Agreement is intended to supplement and not replace any other mutual aid agreement(s) to which the individual agencies of the Third Judicial Circuit may also belong. To the extent this Agreement conflicts with an agreement between individual agencies, the agreement between the

individual agencies controls unless agreed to in writing by the individual agencies' representatives.

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereunder named officials and shall continue in full force and effect until December 31, 2023.

Under no circumstance may this Agreement be renewed, amended, or extended except in writing

SECTION X: CANCELLATION

Any party may cancel its participation in this Agreement upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

In witness whereof, the parties hereto cause these resents to be signed and dated as specified.

Dated this _____ day of _____, 20____.

GERALD V. BUTLER, JR., CHIEF OF POLICE
LAKE CITY POLICE DEPARTMENT

STEPHEN WITT, MAYOR
CITY OF LAKE CITY

File Attachments for Item:

13. City Council Resolution No. 2022-135 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services that are provided to adult and adolescent victims and survivors of rape.

CITY COUNCIL RESOLUTION 2022-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, THROUGH THE LAKE CITY POLICE DEPARTMENT, TO COORDINATE SERVICES THAT ARE PROVIDED TO ADULT AND ADOLESCENT VICTIMS AND SURVIVORS OF RAPE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) by and through its Lake City Police Department (hereinafter the “LCPD”), previously determined it is in its best interest and the best interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center (hereinafter “Another Way”) to coordinate services to adults and adolescents (age two [2] and up who don’t fall under the jurisdiction of the child protection team) victims and survivors of rape who present to LCPD as described in the Memorandum of Understanding (hereinafter the “MOU”); and

WHEREAS, the City finds it to be in the City’s best interests to renew the MOU with Another Way, a copy of which is attached hereto and made a part of this resolution.

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, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

[Remainder of this page left blank intentionally.]

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December 2022.

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

**Memorandum of Understanding
Between Another Way, Inc., Domestic Violence and Rape Crisis Center
And Lake City Police Department**

1. **Parties.** This memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Another Way, Inc. Domestic Violence and Rape Crisis Center (AW), whose address is P.O. Box 1028, Lake City, FL 32056-1028, and Lake City Police Department (LCPD), whose address is 225 NW Main Blvd. Ste. 102, Lake City, FL 32055.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to adults and adolescent (age 2 and up who don’t fall under the jurisdiction of the child protection team) victims/survivors of rape who present at the Lake City Police Department.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.

4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (currently 496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative including but not limited to the LCPD Office, physical location of the sexual violence or a hospital. AW staff will respond to the unit of the hospital specified by the hospital staff. AW agrees to facilitate Multi-County SART (Sexual Assault Response Team) meetings.

5. **Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to be an active partner in the Multi-County SART (Sexual Assault Response Team) monthly meetings. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)).

6. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Another Way, Inc.

Andrea Gottry, Executive Director

Date

Lake City Police Department

Chief of Police

Date

Stephen M. Witt, Mayor

Date

File Attachments for Item:

14. City Council Resolution No. 2022-136 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services to victims and survivors of domestic violence.

CITY COUNCIL RESOLUTION 2022-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, THROUGH THE LAKE CITY POLICE DEPARTMENT, TO COORDINATE SERVICES TO VICTIMS AND SURVIVORS OF DOMESTIC VIOLENCE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) by and through its Lake City Police Department (hereinafter the “LCPD”), previously determined it is in its best interest and the best interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center (hereinafter “Another Way”) to coordinate services to victims and survivors of domestic violence who present to LCPD as described in the Memorandum of Understanding (hereinafter the “MOU”); and

WHEREAS, the City finds it to be in the City’s best interests to renew the MOU with Another Way, a copy of which is attached hereto and made a part of this resolution.

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, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

[Remainder of this page left blank intentionally.]

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December 2022.

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

**Memorandum of Understanding
Between Another Way, Inc., Domestic Violence and Rape Crisis Center
And Lake City Police Department**

- 1. Parties.** This memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Another Way, Inc. Domestic Violence and Rape Crisis Center (AW), whose address is P.O. Box 1028, Lake City, FL 32056-1028, and Lake City Police Department (LCPD), whose address is 225 NW Main Blvd. Ste. 102, Lake City, FL 32055.
- 2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to victims/survivors of domestic violence in the jurisdiction of the Lake City Police Department.
- 3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.
- 4. Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (currently 496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative including but not limited to the LCPD Office, physical location of the domestic violence or a hospital.
- 5. Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)).
- 6. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

File Attachments for Item:

15. City Council Resolution No. 2022-137 - A resolution of the City Council of the City of Lake City, Florida, amending the Annual Operating Budget for the fiscal year beginning October 1, 2021.

CITY COUNCIL RESOLUTION 2022-137

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA,
AMENDING THE ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2021.**

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City”) adopted an Annual Operating Budget for the fiscal year beginning October 1, 2021, specifying certain revenues and expenditures; and

WHEREAS, the aforementioned budget presumes that each department generally will, to the best of its ability, maintain its expenditures within the budget levels; and

WHEREAS, the City Council, in its discretion, has the authority to adjust the budget to more closely coincide with actual and expected events and expenditures.

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 Annual Operating Budget of the City for the fiscal year beginning October 1, 2021, is hereby revised and amended as specified in Attachment A.

Section 3. Except as amended in Attachment A, the Annual Operating Budget of the City for the fiscal year beginning October 1, 2021, remains in full force and effect.

[Remainder of this page left blank intentionally.]

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December 2022.

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

**ATTACHMENT A
FY 2022 BUDGET AMENDMENT # 1**

GENERAL FUND - 001

TO	001.02.512-030.40	Operating Expense - Travel	\$	1,810
FROM	001.02.512-010.12	Personnel Services - Salary	\$	1,810

Adjust for Community Program Manager Travel

TO	001.04.513-030.31	Operating Expense - Contractual	\$	24,500
FROM	001.04.513-010.23	Personnel Services - Life, Health & Disability	\$	24,500

Adjust Contractual Services for Compensation Study

TO	001.05.514-030.31	Operating Expense - Professional Services	\$	40,000
FROM	001.05.519-090.99.02	Other Uses - Contingency	\$	40,000

Adjust Professional Services for legal fees paid during the fiscal year in excess of budget

TO	001.05.519-030.49	Operating Expense - Other Current Charges	\$	3,500
FROM	001.05.514-030.49	Operating Expense - Other Current Charges	\$	3,500

Adjust Other Current Charges for legal advertisement paid during the fiscal year in excess of budget

TO	001.05.519-080.82	Grants & Aid- Private Organizations	\$	104,500
FROM	001.02.512-010.12	Personnel Services - Salary	\$	104,500

Adjust Grants & Aid - Private Organizations for Econocmic Development Agreement with Werner Trucking

TO	001.05.519-090.91.08	Intragovernmental Transfer Fire Special Assessments	\$	272,000
FROM	001-332.00	Other Financial Assistance Federal Sources	\$	272,000

Adjust intragovernmental transfer Fire Sepcial Assessment for Fire Salary increase and purchase equipment for New Fire Station

TO	001.10.519-030.46	Operating Expense - Repairs & Maintenance	\$	20,500
TO	001.10.519-060.64	Capital Outlay - Machinery & Equipment	\$	76,500
FROM	001-332.00	Other Financial Assistance Federal Sources	\$	88,500
FROM	001.07.513-030.31	Operating Expense - Professional Services	\$	8,500

Adjust Repairs and Maintenance for the Mold Remediation of City Hall and Capital Machinery for the City Park Camera Project

TO	001.11.521-060.64	Capital Outlay - Machinery & Equipment	\$	91,500
FROM	001.11.521-010.23	Personnel Services - Life, Health & Disability	\$	91,500

Adjust Machinery & Equipment for 50 new laptops

TO	001.12.529-010.12	Personnel Services - Salary	\$	21,000
TO	001.12.529-010.21	Personnel Services - FICA	\$	1,600
TO	001.12.529-010.22	Personnel Services - Retirement Contributions	\$	2,200
TO	001.12.529-010.23	Personnel Services - Life, Health & Disability	\$	3,000
TO	001.12.529-010.24	Personnel Services - Workers Compensation	\$	700
TO	001.12.529-030.41	Operating Expense - Communication Services	\$	350
TO	001.12.529-030.52	Operating Expense - Operating Supplies	\$	500
FROM	001.55.524-010.12	Personnel Services - Salary	\$	29,350

Adjust personnel services & operating expense for hiring Safety/Risk Manager

TO	001.16.562-080.82	Grants & Aid- Private Organizations	\$	4,000
FROM	001.16.564-080.83	Grants & Aid Other Grant & Aid	\$	4,000

Adjust Grants & Aid Private Organizations for Animal Shelter Contract started Sept 1, 2022

TO	001.16.564-080.82	Grants & Aid- Private Organizations	\$	250,000
FROM	001-332.00	Other Financial Assistance Federal Sources	\$	250,000

**Adjust Aid to Private Organizations for Senior Home Repair Program
Interlocal agreement with the County**

TO	001.16.574-080.82	Grants & Aid- Private Organizations	\$	5,000
FROM	001.15.541-030.55	Operating Expense - Training	\$	5,000

**Adjust Aid to Private Organization for Sponsorship of Uniforms & Equipment
Columbia Quarterback Club**

TO	001.18.534-030.34	Operating Expense - Contractual	\$	19,500
FROM	001.15.541-010.12	Personnel Services - Salary	\$	19,500

Adjust Contractual Services for Refuse fees paid during the fiscal year in excess of budget

CRA - 103

TO	103.40.559-030.49	Operating Expense - Other Current Charges	\$	200,000
FROM	103.40.559-060.63	Capital Outlay - Infrastructure	\$	200,000

Adjust Other Current Charges for Sweetwater Housing Project

TO	103.40.559-030.52	Operating Expense -Operating Supplies	\$	10,000
FROM	103-366.00	Contributions - Private Source & Donations	\$	10,000

Adjust Operating Supplies for Movie Night supplies donated by PCS**JAG - 107**

TO	107.11.521-030.52	Operating Expense -Operating Supplies	\$	50,332
FROM	001-334.90	State Grant Other	\$	50,332

Adjust Operating Supplies for JAG Grant - Replace Firearms

TO	107.11.521-030.52	Operating Expense -Operating Supplies	\$	3,535
FROM	001.11.521-030.49	Operating Expense -Other Current Charges	\$	3,535

Adjust Operating Supplies for equipment purchased not covered by the grant**FIRE - 110**

TO	110.50.522-010.14	Personnel Services - Overtime	\$	40,000
FROM	110.50.522-060.64	Capital Outlay - Machinery & Equipment	\$	40,000

Adjust Personnel Services paid during fiscal year in excess of budget**AIRPORT - 140**

TO	140.60.542-030.52	Operating Expense -Operating Supplies	\$	365,600
TO	140.60.542-030.31	Operating Expense -Professional Services	\$	38,500
FROM	140-344.10	Transportation - Airport Gas Sales	\$	260,000
FROM	140-331.41	Federal Grants Airport Development	\$	82,000
FROM	140.60.542-090.99.02	Contingency	\$	20,000
FROM	140.60.542-090.99.05	Allocations	\$	42,100

Adjust Operating Supplies due to the increase cost of Jet fuel and adjusting Professional Services for HACEO Lease negotiations

W/S - 410

TO	410.72.536-060.64	Capital Outlay - Machinery & Equipment	\$	16,500
FROM	410.72.536-030.52	Operating Expense -Operating Supplies	\$	16,500

Adjust Capital Machinery & Equipment for emergency purchase of HVAC for MOCP room

TO	410.76.536-060.63	Capital Outlay - Infrastructure	\$	16,500
FROM	410.76.536-030.34	Operating Expense -Contractual Services	\$	16,500

Adjust Capital Infrastructure for unbudgeted Ichetucknee Quality & Quantity Grant from DEP

GAS - 420

TO	420.80.532-030.49	Operating Expense -Other Current Charges	\$	900,000
FROM	420-343.20.01	Natural Gas Sales	\$	900,000

Adjust Operating Services Other Current Charges paid during fiscal year in excess of budget due to increase cost of Natural Gas

File Attachments for Item:

16. City Council Resolution No. 2022-139 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Five to the continuing contract with Gmuer Engineering, LLC; providing for the extension of a water main into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery RD; providing for a cost not-to-exceed \$7,600.00; and providing for an effective date.

MEETING DATE
December 19, 2022

CITY OF LAKE CITY

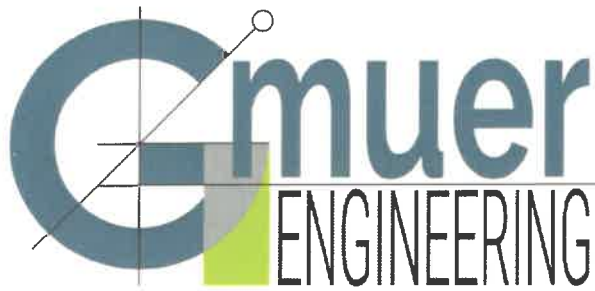
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Gmuer Engineering for extension of water main into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd.

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
Interim City Manager Paul Dyal	Department Director Brian Scott	Date 12-09-2022
Recommended Action: Approve Gmuer Engineering proposal for engineering for extension of water main into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd. (Not to exceed \$7,600.00)		
Summary Explanation & Background: This is for professional services to extend approximately 1,750 linear ft of water main within the subdivision along NW Meadow Lark Dr., NW Hibiscus Glen, and NW Geranium Ct with fire hydrants.		
Design <ul style="list-style-type: none"> ➤ Prepare a schematic utility plan that meets the applicable code requirements of the reviewing agencies 		
Permitting <ul style="list-style-type: none"> ➤ Submit permit applications to the reviewing agencies, respond to comments, and revise plans 		
Construction <ul style="list-style-type: none"> ➤ Perform site visits at the request of the City to resolve conflicts encountered in the field ➤ Issue verbal or written field orders or field orders with revised plans in response to requests for information ➤ Review record drawings kept by the contractor in relation to the utility construction plans ➤ Certify pressure and other material and construction testing and certify bacteriological and other public safety testing (completed at the cost of the contractor and witnessed by the City) as required by FDEP ➤ Complete any required closeout documentation with the City and FDEP 		
Alternatives: None		
Source of Funds: 410.78.536-030.31		
Financial Impact: \$7,600.00		
Exhibits Attached: 1) Quote from Gmuer Engineering		



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

June 13, 2022

Lake City Distribution/Collections – Brian Scott, Director
692 SW Saint Margarets St, Lake City, FL, 32025

Re: Meadow Lark Dr Water Main Extension

Thank you for the opportunity to submit this proposal for professional services under the continuing services contract with Lake City. The project scope and services are listed below.

Project understanding and scope:

The Lake City Distribution/Collections Department (City / Owner) would like to extend a water main into the Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd. The proposed system is shown in the attached sketch provided by Lake City and generally consists of:

- Watermain – Tap the existing water main in NW Lake Jeffery Rd which is assumed to be on the north side and thus no need to cross NW Lake Jeffery Rd and as such is assumed to be installed by trench.
- Watermain – Extend approximately 1,750 linear ft of water main within the subdivision along NW Meadow Lark Dr, NW Hibiscus Glen, and NW Geranium Ct with fire hydrants.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will produce a schematic utility plan, permit the water improvements with FDEP, supply the schematic utility plan for construction, review record drawings, and certify testing with FDEP. The services are more specifically outlined in the following sections.

GmuerEng will provide the following services:

Subcontract

- Not Anticipated

Design

- Prepare a schematic utility plan that meet the applicable code requirements of the reviewing agencies

Permitting

- Submit permit applications to the reviewing agencies, respond to comments, and revise plans

Bidding

- Provide utility plans to the City and answer bid questions from contractors via the City

Construction

- Perform site visits at the request of the City to resolve conflicts encountered in the field
- Issue verbal or written field orders or field orders with revised plans in response to requests for information
- Review record drawings kept by the contractor in relation to the utility construction plans

1 of 2

- Certify pressure and other material and construction testing and certify bacteriological and other public safety testing (completed at the cost of the contractor and witnessed by the City) as required by FDEP
- Complete any required closeout documentation with the City and FDEP

GmuerEng has not included the following services in this proposal:

- Bid Administration with Contractors, Construction Management, or regular Construction Monitoring
- Specific service tap and meter locations for the individual lots

Owner shall contract separately for the following services:

- Construction Survey Staking of any applicable right-of-way, property lines, easements, entitlements, etc.
- Columbia County ROW Use Permitting
- It is assumed that the City as the utility owner has the qualified staff necessary to adequately monitor the project throughout construction and witness the final testing required by the reviewing agencies

Other conditions of this proposal:

- Design parameters provided by GmuerEng are approximate and the City is responsible for the resulting costs
- The following costs will be billed as direct reimbursable to the City:
 - All printing, shipping, and materials costs for submittals, response to comments, etc.
 - All travel expenses for locations outside of Columbia and Alachua County, FL
- City is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

Schedule: The following schedule is referenced to the issuance of a Notice to Proceed (NTP)

- 4 Weeks from NTP: Base Map Creation, and 60% Utility Layout
- 6 Weeks from NTP: Waiting for comments from Lake City Distribution/Collections
- 8 Weeks from NTP: Submittals to Permitting Agencies
- 12 Weeks from NTP: Receive and Respond to Review Comments
- 16 Weeks from NTP: Anticipated Issuance of Permits and Start of Construction

Fee: To be invoiced in portions based upon Engineer's estimate of services completed. Each task fee below.

\$3,250	Utility Plan Design
\$3,250	FDEP Permitting
\$200	Bidding
<u>\$900</u>	<u>Construction Services</u>
\$7,600	TOTAL

Sincerely,
 Gmuer Engineering, LLC
 Christopher A Gmuer, PE – President



Proposed 6" Water Main



Legend	
	Proposed Fire Hydrant
	Proposed Water Main
	Water Main
	Parcels

This product is for informational purposes only and may not have been prepared for legal, engineering, or surveying purposes. It does not represent an on-the-survey and represents only the approximate relative location of displayed information. It is not to be used in place of locates.

CITY COUNCIL RESOLUTION NO. 2022-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FIVE TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC; PROVIDING FOR THE EXTENSION OF A WATER MAIN INTO SUNSET MEADOWS SUBDIVISION FROM THE EXISTING WATER MAIN IN NW LAKE JEFFERY RD; PROVIDING FOR A COST NOT-TO-EXCEED \$7,600.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Gmuer Engineering, LLC (hereinafter “Gmuer”), as authorized by City Council Resolution No. 2021-179 with respect to engineering and consulting services for City projects; and

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

WHEREAS, the City Council desires to enter into Task Assignment Number Five to its Continuing Contract with Gmuer for the extension of a water main into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd, along with additional services, all of which are identified in the terms and conditions of Task Assignment Number Five, a copy of which is attached hereto and made a part of this resolution and the Continuing Contract.

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

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

Section 2. The City Council hereby authorizes the execution of Task Assignment Number Five with Gmuer for the professional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Five 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 Gmuer to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver Task Assignment Number Five in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Gmuer shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III
City Attorney

TASK ASSIGNMENT FIVE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND GMUER ENGINEERING, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE EXTENSION OF A WATER MAIN INTO SUNSET MEADOWS SUBDIVISION.

THIS TASK ASSIGNMENT NUMBER FIVE is made and entered into this ____ day of January 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "City") and GMUER ENGINEERING, LLC, a Florida limited liability company, having a mailing address of 1135 NW 23rd Ave, Suite G, Gainesville, Florida 32609 (hereinafter referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional services as authorized by City Council Resolution No. 2021-179 (the "Continuing Contract").

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

C. The City desires to extend a water main into Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd, and desires to enter into Task Assignment Number Five with Consultant for such services pursuant to the terms and conditions contained in Exhibit A, attached hereto,

(hereinafter the “Services”).

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Number Five.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the Services identified in Exhibit A.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the four (4) services listed in Exhibit A and the total projected cost of the project shall not exceed \$7,600.00. Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, the Consultant.
5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Number Five, including reasonable attorneys' fees.

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

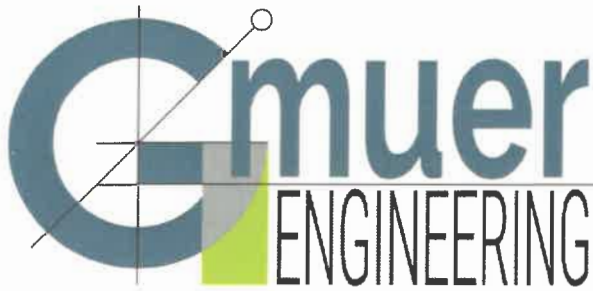
APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III
City Attorney

GMUER ENGINEERING, LLC

By: _____
Christopher A Gmuer
Authorized Member - President



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

June 13, 2022

Lake City Distribution/Collections – Brian Scott, Director
692 SW Saint Margarets St, Lake City, FL, 32025

Re: Meadow Lark Dr Water Main Extension

Thank you for the opportunity to submit this proposal for professional services under the continuing services contract with Lake City. The project scope and services are listed below.

Project understanding and scope:

The Lake City Distribution/Collections Department (City / Owner) would like to extend a water main into the Sunset Meadows Subdivision from the existing water main in NW Lake Jeffery Rd. The proposed system is shown in the attached sketch provided by Lake City and generally consists of:

- Watermain – Tap the existing water main in NW Lake Jeffery Rd which is assumed to be on the north side and thus no need to cross NW Lake Jeffery Rd and as such is assumed to be installed by trench.
- Watermain – Extend approximately 1,750 linear ft of water main within the subdivision along NW Meadow Lark Dr, NW Hibiscus Glen, and NW Geranium Ct with fire hydrants.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will produce a schematic utility plan, permit the water improvements with FDEP, supply the schematic utility plan for construction, review record drawings, and certify testing with FDEP. The services are more specifically outlined in the following sections.

GmuerEng will provide the following services:

Subcontract

- Not Anticipated

Design

- Prepare a schematic utility plan that meet the applicable code requirements of the reviewing agencies

Permitting

- Submit permit applications to the reviewing agencies, respond to comments, and revise plans

Bidding

- Provide utility plans to the City and answer bid questions from contractors via the City

Construction

- Perform site visits at the request of the City to resolve conflicts encountered in the field
- Issue verbal or written field orders or field orders with revised plans in response to requests for information
- Review record drawings kept by the contractor in relation to the utility construction plans

1 of 2

- Certify pressure and other material and construction testing and certify bacteriological and other public safety testing (completed at the cost of the contractor and witnessed by the City) as required by FDEP
- Complete any required closeout documentation with the City and FDEP

GmuerEng has not included the following services in this proposal:

- Bid Administration with Contractors, Construction Management, or regular Construction Monitoring
- Specific service tap and meter locations for the individual lots

Owner shall contract separately for the following services:

- Construction Survey Staking of any applicable right-of-way, property lines, easements, entitlements, etc.
- Columbia County ROW Use Permitting
- It is assumed that the City as the utility owner has the qualified staff necessary to adequately monitor the project throughout construction and witness the final testing required by the reviewing agencies

Other conditions of this proposal:

- Design parameters provided by GmuerEng are approximate and the City is responsible for the resulting costs
- The following costs will be billed as direct reimbursable to the City:
 - All printing, shipping, and materials costs for submittals, response to comments, etc.
 - All travel expenses for locations outside of Columbia and Alachua County, FL
- City is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

Schedule: The following schedule is referenced to the issuance of a Notice to Proceed (NTP)

- 4 Weeks from NTP: Base Map Creation, and 60% Utility Layout
- 6 Weeks from NTP: Waiting for comments from Lake City Distribution/Collections
- 8 Weeks from NTP: Submittals to Permitting Agencies
- 12 Weeks from NTP: Receive and Respond to Review Comments
- 16 Weeks from NTP: Anticipated Issuance of Permits and Start of Construction

Fee: To be invoiced in portions based upon Engineer's estimate of services completed. Each task fee below.

\$3,250	Utility Plan Design
\$3,250	FDEP Permitting
\$200	Bidding
\$900	Construction Services
\$7,600	TOTAL

Sincerely,
 Gmuer Engineering, LLC
 Christopher A Gmuer, PE – President

File Attachments for Item:

19. Discussion and Possible Action: Request to change budgeted vacant position of Wastewater Operator to a Trainee position in hopes of filling the position and allowing the person to obtain licensing while working for the City (Presenter: Wastewater Director Cody Pridgeon)

MEETING DATE
12/19/22

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: WWTP Operator Position to Trainee

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director	Date 12/5/22
Recommended Action: Change Position from Operator to Trainee		
Summary Explanation & Background: The Wastewater Department has a budgeted vacancy for Wastewater Operator but recently had an Operator Position advertised for three months and only had one qualified applicant who turned the position down due to pay. We would like to change the Operator position to a Trainee position in hopes of filling the position and allowing the person to obtain their license while working for the City. This approach has worked for us in the past.		
Alternatives: Not Approve		
Source of Funds: Wastewater Personnel Budget		
Financial Impact: \$15/hour		
Exhibits Attached: 1) Trainee Job Description 2) WWTP Position Schedule		

City of Lake City, FL

Classification Description

Classification Title: Waste Water Treatment Plant Operator Trainee Pay Grade: 2
Department: WWTP FLSA Status: Non-Exempt

General Description

Entry-Level work going through a training program in wastewater treatment, or water pollution control facilities, leading to certification by the State of Florida as a Certified Water/Wastewater Treatment Plant Operator. Work is performed under the close supervision of an Operations Supervisor and other Certified Operators.

Nature of Work

Essential Functions:

- This is a training position limited to a period of twelve (12) months. Appointments beyond this time can only be made upon the recommendation of the Department Head for a period not exceeding six (6) months.
- On the job training includes learning laboratory procedures, the nature of tools, machines and equipment used in these operations.
- Training duties include: collecting samples, taking measurements, calibrating equipment, recording data, entering data, making assessments of that data, and making process changes as a result of those assessments.
- Cleans and maintains equipment and work area.
- Operates medium and heavy equipment.
- Instruction in the methods and practices in wastewater and water pollution control facilities.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses or repairs small/light equipment, such as power tools. Uses or repairs medium equipment and machinery, such as vehicles or commercial mowers.

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

WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

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 tools and their use;
- Ability to read, write and perform mathematical computations;
- Ability and aptitude to learn complicated laboratory procedures;
- Ability to work, learn and progress in a career-type position; and
- Must possess a good physical condition and sound mental alertness.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED). Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Climbing
- Distinguish colors
- Walking
- Smelling
- Driving

Environmental Conditions:

- Works inside
- Works out-of-doors in various weather conditions with: chemicals, solvents, electrical energy, and odors
- Works at heights (up to 60 feet)
- Works in or with moving objects

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

CITY OF LAKE CITY

WASTEWATER TREATMENT PLANT

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2022 BUDGET
410.74.536	DIRECTOR OF WWTP	1	1
	WWTP CHIEF OPERATOR	1	1
	WWTP LEAD OPERATOR	1	1
	WWTP OPERATOR	7	6
	WWTP MAINTENANCE SUPERVISOR	1	0
	WWTP MAINTENANCE TECHNICIAN I/III	2	2
	TOTAL	13	11