

RESOLUTION NO 2026 - 074

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA CONSENTING TO THE ASSIGNMENT OF THAT CERTAIN AGREEMENT BETWEEN THE CITY AND AE ENGINEERING, INC., A FLORIDA CORPORATION TO WSB, LLC, A MINNESOTA LIMITED LIABILITY COMPANY BY AE ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS AE ENGINEERING, INC. A FLORIDA CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CONSENTING TO SAID ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID CONSENT TO ASSIGNMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID CONSENT TO ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (“City”) and AE Engineering, Inc., a Florida corporation, now known as AE Engineering, LLC, a Florida limited liability company (the “Vendor”), entered into an agreement approved by City Council resolution number 2023-119 to provide certain professional engineering services to the City (the “Agreement”); and

WHEREAS, the Vendor was acquired by WSB, LLC, a Minnesota limited liability company (the “Contract Assignee”) via a stock sale and purchase; and

WHEREAS, the Vendor is now a wholly-owned subsidiary of the Contract Assignee; and

WHEREAS, the Vendor desires to assign the Agreement to the Contract Assignee via the terms of the proposed Assignment and Assumption Agreement in the form of the Exhibit attached hereto (the “Assignment”); and

WHEREAS, pursuant to the terms of the Assignment, the Contract Assignee will assume all obligations and liabilities of the Vendor; and

WHEREAS, the City desires to consent to the Assignment; and

WHEREAS, consenting to the Assignment is in the public interest and in the interests of the City; now, therefore,

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

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1. Approving the Assignment is in the public or community interest and for public welfare; and
 2. In furtherance thereof, the Assignment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City and the City does consent to said Assignment; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized to execute on behalf of and consent to the terms of the Assignment; and
 5. The Mayor of the City of Lake City is directed to execute on behalf of and consent to the terms of the Assignment; and
 6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement (“Agreement”) effective as of June 25, 2026 (“Effective Date”) is made by and between AE Engineering, Inc. n/k/a AE Engineering, LLC, a limited liability company organized and existing under the laws of Florida (“AE”), located at 219 N Newnan Street, 4th Floor, Jacksonville, Florida 32202; and WSB LLC, a corporation organized and existing under the laws of Minnesota located at 701 Xenia Ave S, Ste 300, Minneapolis, Minnesota 55416 (“WSB”). AE and WSB are individually a “Party” and collectively the “Parties.”

WHEREAS, on October 24, 2023, AE and the City of Lake City, Florida (the “City”) entered into a contract for Construction Engineering and Inspection (CEI)/Observation Services (“Contract”), as authorized by City Council Resolution No. 2023-119;

WHEREAS, on February 8, 2024, WSB acquired AE, now a wholly owned subsidiary of WSB; and

WHEREAS, AE wishes to assign to WSB, and WSB wishes to assume, AE’s rights, title and interest and liabilities in, to, and under the Contract.

NOW, THEREFORE, for the consideration set forth herein, the Parties agree:

1. Assignment. Subject to this Agreement and as of the Effective Date, AE grants, assigns, transfers and conveys to WSB all of AE’s rights, title, interest and liabilities in, to, and under the Contract.

2. Assumption. Subject to this Agreement and as of the Effective Date, WSB, expressly assumes and agrees to perform, pay, and discharge all of AE’s obligations and liabilities under the Contract.

3. AE Representations. AE warrants (i) the Contract is in full force and effect and is assignable; (ii) the contract rights transferred in this Agreement are free of lien, encumbrance or adverse claim; and (iii) AE has performed all its respective obligations under the Contract as of the Effective Date hereof.

4. Full Force and Effect. AE and WSB acknowledge and agree that the Contract remains in full force and effect and shall be binding upon WSB as if WSB were the original party to the Contract. All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Contract.

5. Governing Law. This Agreement is made under, construed in accordance with and governed by the laws of the State of Florida, without regard to any applicable conflicts of law principles. Exclusive venue for any legal action or cause of action arising from this Agreement in which the City is a party shall be exclusively in a court of competent jurisdiction in Columbia County, Florida.

6. Successors and Assigns; Third-Party Beneficiaries. This Agreement is binding on and inures to the benefit of the Parties and their successors and assigns. Nothing in this Agreement confers upon any person other than the Parties any rights, remedies, claims, causes of action or obligations under this Agreement.

7. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the Effective Date.

AE ENGINEERING, INC.
N/K/A AE ENGINEERING, LLC

WSB LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Consent to Assignment:

The City of Lake City, Florida consents to the assignment of the Contract as defined in the foregoing Assignment and Assumption Agreement from AE Engineering, LLC to WSB LLC.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney