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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

October 03, 2022 at 6:00 PM

Venue: City Hall

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## AGENDA

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 - Mayor Stephen Witt

### Roll Call

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

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

Proclamations - None

### Minutes

- [1.](#) September 19, 2022 Regular Session
- [2.](#) September 27, 2022 Emergency Meeting

### Approval of Agenda

### Public Participation/Persons Wishing to Address Council

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later*

*than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

## **Approval of Consent Agenda**

**Presentations** - None

## **Old Business**

Ordinances - None

Other Items

3. City Hall Update - (Presenter: City Manager Paul Dyal)
4. Correspondence from Koberlein Law Offices regarding Coker v City

Case No: 21-268-CA & 21-288-CA

This information is being provided for informational purposes only at the request of Attorney Fred Koberlein, Jr.

## **New Business**

Ordinances - None

Resolutions

5. City Council Resolution No. 2022-099 - A resolution of the City Council of the City of Lake City, Florida, authorizing and ratifying the appointment of a City Attorney; providing for the appointment of the law firms of Robinson, Kennon & Kendron, P.A., and Folds & Walker, LLC; providing for the execution of an agreement for legal services; and providing for an effective date.
6. City Council Resolution No. 202-108 - A resolution of the City Council of the City of Lake City, Florida, awarding 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 for an effective date.
7. City Council Resolution No. 2022-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the North Central Florida Regional Planning Council; providing for Comprehensive Planning Services and Growth Management Services; providing for a term of twelve months beginning October 1, 2022; providing for a fixed fee amount of \$23,500.00; and providing for an effective date.

Other Items

8. Discussion and Possible Action: Consider having the City Council Meeting for November 21, 2022 at the Columbia County School Board Auditorium for the swearing in of the two new council members (Presenter: Mayor Stephen Witt)
9. Discussion and Possible Action - Lake City Municipal Police Officer's Pension Trust Fund (Presenter: Mayor Stephen Witt)

On September 21, 2022 Clarence Cannon resigned from the Board of Trustees. The Board now has two board member vacancies.

**Departmental Administration - None**

**Comments by Council Members**

**Adjournment**

**UPCOMING DATES OF INTEREST**

**Tuesday, October 4:**

**5:00 PM until 8:00 PM National Night Out**

**Lake City Police & Fire Parking Lot - 161 NW Main Blvd.**

**Monday, November 21:**

**6:00 PM City Council Meeting - Swearing in of new Council Members**

**YouTube Channel Information**

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

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

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

**File Attachments for Item:**

1. September 19, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on September 19, 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 – Council Member Jake Hill, Jr.

#### ROLL CALL

Mayor/Council Member  
City Council

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

Stephen M. Witt  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson  
Frederick Koberlein, Jr.  
Paul Dyal  
Assistant Chief Andrew Miles  
Audrey Sikes

PROCLAMATIONS – None

#### MINUTES

1. September 6, 2022 Regular Session City Council Meeting

**Mr. Hill made a motion to approve the September 6, 2022 Regular Session minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

#### APPROVAL OF AGENDA

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

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

- Jerry Leszkiewicz

#### APPROVAL OF CONSENT AGENDA

2. Request from Lake City Fire Department to utilize remaining funds from the PSAP Upgrade to purchase a Polaris UTV in the amount of \$23,006.27 for fire and medical response.

Mayor Witt clarified the amount was over \$20,000.00 but stated after confirming with staff, this will be purchased via state contract pricing.

**Mr. Hill made a motion to approve the consent agenda consisting of the item listed above. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

**PRESENTATIONS – None**

At this time City Clerk, Audrey Sikes, announced the results from the Primary Election held on August 23, 2022 for the office of City Council Member District 10 and City Council Member District 14. The results are as follows:

**City Council District 10**

Anna Eversole	31	Representing (10.23%)
H. Shawn Holmgren	49	Representing (16.17%)
Chevella Reed Young	223	Representing (73.60%)

**City Council District 14**

Befaihtful Coker	91	Representing (25.63%)
Ricky Jernigan	264	Representing (74.37%)

**Mr. Hill made a motion to approve the results as presented. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

3. City Council Resolution No. 2022-115 - A resolution of the City Council of the City of Lake City, Florida, declaring Chevella Reed Young to have been elected City Council Member for District Ten in the August 23, 2022, Nonpartisan Election. **Mr. Sampson made a motion to approve City Council Resolution No. 2022-115, declaring Chevella Reed Young to have been elected City Council Member for District Ten in the August 23, 2022, Nonpartisan Election. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

4. City Council Resolution No. 2022-116 - A resolution of the City Council of the City of Lake City, Florida, declaring Ricky Jernigan to have been elected City Council Member for District Fourteen in the August 23, 2022, Nonpartisan Election. **Mr. Jefferson made a motion to approve City Council Resolution No. 2022-116, declaring Ricky Jernigan to have been elected City Council Member for District Fourteen in the August 23, 2022, Nonpartisan Election. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

At this time Mayor Witt and members heard Public Comment from Julius Moreland, who submitted a speaker sheet late.

At this time Mayor Witt opened a public hearing to accept input from all interested parties relative to the discussion, consideration, and final approval of the City's 2022-2023 proposed millage rate and operating budget. Mayor Witt stated the City was offering the opportunity to all in attendance to speak in regard to the budget and ask that all speakers identify themselves by name and address. Mayor Witt stated the Finance Director would provide a summary of the budget process and address those items essential to compliance with the State of Florida Truth In Millage (TRIM) requirements.

Finance Director Donna Duncan reported the City Council proposes a final millage rate of 4.9000 mills and final capital and operating budget of \$77,974,561 for fiscal year 2022-2023. She stated Council action tonight constitutes the "Final" Budget Hearing as required by state TRIM criteria and was announced to the General Public by advertisement in the Lake City Reporter published September 16, 2022. Ms. Duncan reported during this hearing, the following agenda will be addressed:

- The Council will discuss the 2022-2023 millage and operating budget and allow citizen input as appropriate.
- The Council will direct announcement of the final millage rate proposed for adoption and of any increase, decrease, or no change.
- The City Attorney will read, by title, Millage Resolution No. 2022-095.
- The Council will adopt Millage Resolution No. 2022-095 on final reading.
- The City Attorney will read, by title, Budget Resolution No. 2022-096.
- The Council will adopt Budget Resolution No. 2022-096 on final reading.

**Mayor Witt declared the "Final Budget Hearing" open for discussion for public input followed by discussion by the City Council. After hearing public comment from Sylvester Warren, there was no discussion by Council.**

Mayor Witt asked the Finance Director to state for the record 1) the taxing authority, 2) the proposed millage rate to be adopted, 3) the rolled-back millage rate, and 4) any change the tentative millage rate represents to the current year's millage.

Finance Director Donna Duncan stated the City Council of the City of Lake City, as Taxing Authority, proposed a final tax on all property located within the City of Lake City, Florida, at the rate of 4.9000 mills for the fiscal year 2022-2023 operating budget. The current year proposed operating millage rate is an 8.44% increase from the 4.5185 rolled-back millage rate as defined by Florida Statutes and represents no change from the previous year's millage rate of 4.9000 mills.



5. City Council Resolution No. 2022-095 - A resolution of the City Council of the City of Lake City, Florida, adopting a millage rate for the Levy of Ad Valorem Taxes for the City for the Fiscal Year 2022-2023; and providing an effective date. **Mr. Jefferson made a motion to approve City Council Resolution No. 2022-095 on final reading, adopting a millage rate for the Levy of Ad Valorem Taxes for the City for the Fiscal Year 2022-2023. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

6. City Council Resolution No. 2022-096 - A resolution of the City Council of the City of Lake City, Florida, adopting the Budget for the Fiscal Year 2022-2023; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2022-096 on final reading, adopting the Budget for the Fiscal Year 2022-2023. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

**Mayor Witt closed the final budget public hearing.**

## OLD BUSINESS

Ordinances – None

## Other Items

7. Discussion and Possible Action - Request to forgive Code Enforcement Liens in the amount of \$40,800.00 that occurred from February 12, 2021 to date (544 days) on Parcel #05884000, 1175 NW Ashley Street, Lake City, Florida 32055 for Jacqueline Espenship, Special Magistrate Order Case No. 2021-00000020 (Presenter: Mayor Stephen Witt)

Mayor Witt reported there was a miscommunication the last time this topic was presented to Council. The property had been corrected, there is a current tenant, and the City was notified. He recommended to grant their request.

**Mr. Hill made a motion to forgive the total amount of the lien in the amount of \$40,800.00, with the recouping of administrative costs for the City. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

## NEW BUSINESS

Ordinances – None

Resolutions

8. City Council Resolution No. 2022-103 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to apply for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$113,942.00; providing for the procurement of equipment for the use and benefit of the Police Department; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2022-103, authorizing the Lake City Police Department to apply for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$113,942.00, and providing for the procurement of equipment for the use and benefit of the Police Department. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

9. City Council Resolution No. 2022-110 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of the staffing for adequate Fire and Emergency Response (SAFER) Grant from the United States of America, Department of Instruments through the FEMA Grants Outcomes System; providing for the acceptance of \$717,693.60 in Federal Funding; and providing an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2022-110, authorizing the acceptance of the staffing for adequate Fire and Emergency Response (SAFER) Grant from the United States of America, Department of Instruments through the FEMA Grants Outcomes System, and providing for the acceptance of \$717,693.60 in Federal Funding. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

10. City Council Resolution No. 2022-112 - A resolution of the City of Lake City, Florida, initiating an inquiry and investigation into matters of the City; providing for an examination of the closing of certain City offices by the City Manager; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson read from a written script, which is attached as Exhibit A.

**Mr. Sampson made a motion to approve City Council Resolution No. 2022-112. The motion failed due to lack of second.**

Mr. Hill stated he did not condone what went on at the last meeting.

11. City Council Resolution No. 2022-113 - A resolution of the City Council of the City of Lake City Florida, initiating an inquiry and investigation into matters of the City; providing for an examination of the implementation of the City's Personnel Manual; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2022-113.**

PUBLIC COMMENT: Sylvester Warren

**The motion failed due to lack of second.**

12. City Council Resolution No. 2022-114 - A resolution of the City Council of the City of Lake City, Florida, initiating an inquiry and investigation into matters of the City; providing for an examination of the treatment of employees within protected classes; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

**Mr. Sampson made a motion to approve City Council Resolution No. 2022-114. The motion failed due to lack of second.**

Other Items – None

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS – None

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 6:33 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, City Clerk

## **Exhibit A**

### **Statement of Councilman Todd Sampson September 19, 2022**

Your Honor and Council Members,

I am reading from an excerpt from a recent Employee Counseling/Disciplinary Record written by Interim City Manager Paul Dyal,

"I expect that you will handle yourself in a professional manner when interacting with city employees and citizens. More specifically, you are to treat everyone that you come in contact with at work with the professionalism and respect that would reasonably and customarily be displayed in a professional working environment."

It is clear that Mr. Dyal expects more from his employees than from his own behavior.

However, Mr. Dyal, like every city employee, is bound by the city personnel policy.

#### **What is the importance of the proposed City Council investigations?**

They are about leadership, transparency, and accountability.

Section 307 of the City Charter titled investigations says the following - The council may make investigations into the affairs of the city and the conduct of any city department, office or agency and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence.

Now is the time for this Council to engage in the investigations as proscribed by the City Charter.

#### **Tonight's Resolutions include:**

Item 10- Closing the City without approval.

The City administration must be transparent and open. When major changes are made to the budget the Council must approve them in advance. I'm asking this Council to side with the Citizens and the rule of law and investigate fully the lack of transparency and refusal to adhere to the budget as set by this Council. The actual cost to the City needs to be investigated as well as possible avenues to collect these costs from anyone found to have broken the rules of the City.

## Item 11- Personnel Manual

At the last City Council meeting, the Council was told specifically that the interim City Manager would be refusing to abide by the Personnel Manual. Specifically, the item in section 6.03. There is no distinction for either temporary or permanent positions when there are vacancies for classified positions. The policy clearly states that the position will be posted for existing City employees for a period of three (3) working days prior to offering the position for public advertisement. It also states promotions or transfers which involve more than one department shall be the joint responsibility of the department directors coordinated with through the HR director.

An investigation will show if the city's policies, policies which have been approved by the City Council, are being followed.

Failure of the City Council to ensure that its policies are followed leaves the door open for abuse and lawsuits.

## Item 12- Protected classes

### **At the last meeting I said,**

"It also appears that the Interim City Manager and others may be attempting to cover up the inappropriate treatment of subordinate women by their male supervisors. This inappropriate treatment creates a hostile workplace environment, is illegal, and is unacceptable by contemporary standards."

This is what I asked to be investigated, and that is what needs to be in the resolution.

We owe an investigation of the charges of unfair treatment of women, which may include age discrimination, to our employees and our citizens.

Not to investigate these allegations will leave the city open to abuse and possible lawsuits.

**File Attachments for Item:**

2. September 27, 2022 Emergency Meeting

The City Council in and for the citizens of the City of Lake City, Florida, met in an Emergency Session, on September 27, 2022 beginning at 9:30 AM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

## PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Todd Sampson

## ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt – absent  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson  
Frederick Koberlein, Jr.  
Paul Dyal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

## APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION/PERSONS WISHING TO ADDRESS COUNCIL – None

OLD BUSINESS – None

## NEW BUSINESS

Resolutions

1. City Council Resolution No. 2022-118 – A resolution of the City Council of the City of Lake City Florida, finding and declaring the existence of an emergency arising from and out of Hurricane Ian. **Mr. Hill made a motion to approve City Council Resolution No. 2022-118, finding and declaring the existence of an emergency arising from and out of Hurricane Ian. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jefferson	Aye
Vice Mayor Sampson	Aye

## DEPARTMENTAL ADMINISTRATION

### 2. Update on Hurricane Ian

Fire Chief Josh Wehinger provided an update on Hurricane Ian.

## COMMENTS BY COUNCIL MEMBERS

Mr. Hill urged members, staff and the community to stay safe.

## ADJOURNMENT

**All matters having been handled, the meeting adjourned at 9:38 AM on a motion made and duly seconded.**

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Todd Sampson, Vice Mayor/Council Member

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Audrey Sikes, City Clerk



**File Attachments for Item:**

4. Correspondence from Koberlein Law Offices regarding Coker v City

Case No: 21-268-CA & 21-288-CA

This information is being provided for informational purposes only at the request of Attorney Fred Koberlein, Jr.



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## KOBERLEIN LAW OFFICES

FRED KOBERLEIN, JR., B.C.S. | MEAGAN STANDARD | FRED KOBERLEIN, SR.

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### Reply to: Lake City Office

September 27, 2022

Stephen M. Witt, Mayor

Lake City, Florida

Sent via email only: [witts@lcfla.com](mailto:witts@lcfla.com)

**Re: Coker v. City – Dismissals**  
**Case No.: 21-268-CA & 21-288-CA**

Dear Mayor and Councilmembers:

The Circuit Court entered five orders on September 20, 2022, disposing of Ms. Coker's two cases that she filed in the Third Judicial Circuit of Florida. The first case filed against the City alleged that the City Council violated the Sunshine Laws. The second case filed against the City alleged that the City Council and City Clerk violated the law by failing to seat Ms. Coker on the City Council. I will attempt to briefly explain the rulings found within each of the five orders.

***Order Granting [City's] Motion to Dismiss the  
Claim of Sunshine Law Violation ...***

Ms. Coker's initial lawsuit claimed the City Council violated the Sunshine Law when it conducted a straw ballot during its discussions which resulted in the Resolution to seat Mr. Douglas to fill the District 14 Seat. (The Resolution did not pass.) The City Council reviewed the law and decided to vigorously defend its position. The Court agreed with the City's positions. It found that the record did not support Ms. Coker's claim of a "Sunshine Law" violation. Additionally, the Court found that even if there had been a secret vote, "the subsequent Council action cured any claim of the violation." That subsequent action was the open meeting, motion, second, and voice vote.

***Order Granting [City's] Amended Motion to Dismiss the  
Verified Petition for Writ of Mandamus and  
the Alternative Writ in Mandamus***

Ms. Coker's second lawsuit claimed that the Court should seat her in the vacant District 14 Seat. Her position was based on her having met two requirements to be seated: (i) the City Council had selected her and (ii) she had filed an oath of office. Here too, the City Council reviewed the law related to

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resolutions and oaths, etcetera, and decided to vigorously defend its position. The Court agreed with the City's positions. It found that the record failed to support her having met either of the two claimed requirements. Specifically, according to the record: (i) the proposed Resolution appointing her "did not pass" and (ii) the oath of office she submitted was "fatally defective" because she failed to properly swear to the statements.

***Order (Order Granting Audrey Sikes Motion to Dismiss – Failure to State a Cause of Action***

In addition to dismissing the second suit for the reasons set forth above, the Court also considered Ms. Coker's claims against the City Clerk in the "District 14 Case." The Court previously ruled those claims were based upon a non-existent duty and dismissed them without prejudice. Ms. Coker did not amend her complaint; thus, the third order attached states, "Final Judgment [in favor of the City Clerk] should be entered."

The net effect of the referenced orders, as well as the two others, is that, as of now, all of Ms. Coker's claims in the Circuit Court are dismissed, without prejudice. Being "without prejudice" means that Ms. Coker may endeavor to amend her complaints. However, the Court's decisions are based on the record facts, all of which were filed by Ms. Coker; therefore, amendment to try to change the decisions (or the facts) will likely be futile.

The two remaining orders are akin to housekeeping. In them, the Court denies Ms. Coker's Motion for Change of Venue and a variety of her other relatively minor non-dispositive motions. All of those denials are subordinate to the three dismissals in the first three orders discussed above.

Parenthetically, Ms. Coker's pending appeal of three non-final orders is in a very tenuous position. On August 24, 2022, the Appellate Court ordered her to: (i) file an amended notice of appeal within ten days; (ii) show cause within ten days why the appeal should not be dismissed as untimely; and (iii) pay the filing fee. To date, she has not complied with any of those three mandates.

***Motion for Award of Attorney Fees***

During July, 2022, the City served a *Motion for Award of Attorney Fees* on Ms. Coker. The City's motion provided Ms. Coker an opportunity to review the City's motions to dismiss and withdraw her claims. The City's motions allege that Ms. Coker either knew, or should have known, that her claims were not supported by the material facts or relevant law. Ms. Coker failed to withdraw her lawsuits, thus the City may seek reimbursement of its legal fees.

Thank you for having given us the opportunity to represent the City in these cases. We will keep you advised of further developments. In the meantime, if you have any questions about the foregoing or the cases in general, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "F. Koberlein, Jr.", written over a horizontal line.

Fred Koberlein, Jr., B.C.S.,  
City Attorney

Encl.: as stated.

cc (via e-mail only):

Councilmembers

City Clerk

City Manager

Special Legal Counsel

**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR COLUMBIA COUNTY, FLORIDA**

BEFAITHFUL COKER,  
Petitioner,

CASE NO.: 21-288-CA  
Consolidated Case No.: 21-268-CA

v.

CITY COUNCIL OF LAKE CITY FLORIDA,  
Individually and Collectively,  
and Audrey Sikes, in her official capacity as  
CITY CLERK OF LAKE CITY,  
Respondent.

**Order Granting Respondent's Motion to Dismiss the Claim of Sunshine  
Law Violation in the Amended Petition for Writ of Mandamus/Injunctive  
Relief and Declaratory Relief**

This cause came before the Court on the Respondent's Motion to Dismiss Claim of Sunshine Law Violation and Amended Petition for Writ of Mandamus and Related Relief.

The Court having considered the arguments submitted and being otherwise advised in the premises finds the allegations in the *Amended Petition for Writ of Mandamus/Injunctive Relief and Declaratory Relief* do not allege a secret vote violation of the Sunshine Law. Alternatively, the subsequent council action cured any claim of a the violation. *Bassett v. Braddock*, 262 So.2d 425, (Fla. 1972).

Accordingly, it is ordered:

1. The Respondent's *Motion to Dismiss the Claim of Sunshine Law Violation in the Amended Petition for Writ of Mandamus/Injunctive Relief and Declaratory Relief* is granted, without prejudice.
2. The Petitioner shall have five business days from the date hereof to Amend the Petition.

3. Final Judgment of Dismissal with prejudice shall be entered without further notice should a Second Amended Petition not be timely filed.

**DONE AND ORDERED** in chambers in Live Oak, Florida this 20 day of September 2022.

  
\_\_\_\_\_  
DAVID FINA  
CIRCUIT COURT JUDGE

Copies via e-portal to:

Befaithful Coker, Petitioner ([befaithfulcoker@gmail.com](mailto:befaithfulcoker@gmail.com))

Frederick L Koberlein, Jr., Attorney for Respondent ([fred@klolaw.com](mailto:fred@klolaw.com),  
[alysha@klolaw.com](mailto:alysha@klolaw.com))

Kris B. Robinson, Attorney for Respondent ([kbr@rkkattorneys.com](mailto:kbr@rkkattorneys.com),  
[mbd@rkkattorneys.com](mailto:mbd@rkkattorneys.com))

**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR COLUMBIA COUNTY, FLORIDA**

BEFAITHFUL COKER,  
Petitioner,

CASE NO.: 21-288-CA  
Consolidated Case No.: 21-268-CA

v.

CITY COUNCIL OF LAKE CITY FLORIDA,  
Individually and Collectively,  
and Audrey Sikes, in her official capacity as  
CITY CLERK OF LAKE CITY,  
Respondent.

**ORDER GRANTING RESPONDENT'S AMENDED MOTION TO DISMISS THE  
VERIFIED PETITION FOR WRIT OF MANDAMUS AND THE ALTERNATIVE  
WRIT IN MANDAMUS**

This cause came before the Court bases upon the Respondent's Motion to dismiss Plaintiff's Petition for Writ of Mandamus pursuant to the Court's *Order Requiring Written Argument and Proposed Orders On Certain Motions and Scheduling Due Dates*.

The Court having considered the arguments submitted and being otherwise advised in the premises finds the allegations in the *Verified Petition for Writ of Mandamus* are insufficient to support an action for the extraordinary writ. When the Verified Petition is taken as a whole, including its attachments, it does not allege a clear legal right to the requested relief or an indisputable legal duty for the City Council to perform the requested action.

The Verified Petition acknowledges that to have the necessary clear legal right to the writ, the Petitioner must have been selected to fill the vacancy and must have taken and filed an oath. To the contrary, the Verified Petition factually admits that the Resolution to appoint Respondent did not pass. Additionally, the alleged oath of office attached to the Verified Petition is fatally defective.

Accordingly, it is ordered:

1. The Respondents' *Motion to Dismiss the Amended Petition for Writ of Mandamus/Injunctive Relief and Declaratory Relief* is granted, without prejudice.

2. The Petitioner shall have five (5) business days from the date hereof to file an Amended Petition if she chooses to do so.
3. The *Alternative Writ in Mandamus, And Order Nisi in Prohibition* dated November 8, 2021, is dismissed, and shall have no further effect.
4. Should an Amended Petition not be timely filed, a Final Judgment of Dismissal with prejudice shall be entered without further notice.

**DONE AND ORDERED** in chambers in Live Oak, Florida this 20 day of September 2022.

  
\_\_\_\_\_  
DAVID FINA  
CIRCUIT COURT JUDGE

Copies via e-portal to:

Befaithful Coker, Petitioner ([befaithfulcoker@gmail.com](mailto:befaithfulcoker@gmail.com))

Frederick L Koberlein, Jr., Attorney for Respondent ([fred@klolaw.com](mailto:fred@klolaw.com),  
[alysha@klolaw.com](mailto:alysha@klolaw.com))

Kris B. Robinson, Attorney for Respondent ([kbr@rkkattorneys.com](mailto:kbr@rkkattorneys.com),  
[mbd@rkkattorneys.com](mailto:mbd@rkkattorneys.com))



**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR COLUMBIA COUNTY, FLORIDA**

BEFAITHFUL COKER,  
Petitioner,

CASE NO.: 21-288-CA  
Consolidated Case No.: 21-268-CA

v.

CITY COUNCIL OF LAKE CITY FLORIDA,  
Individually and Collectively,  
and Audrey Sikes, in her official capacity as  
CITY CLERK OF LAKE CITY,  
Respondent.

\_\_\_\_\_ /

**ORDER**

This cause came before the Court based upon the City Clerk's Motion for Final Judgment (See this Court's *Order Requiring Written Argument and Proposed Orders On Certain Motions and Scheduling Due Dates.*)

The Court having considered the arguments submitted and being otherwise informed finds that the motion should be granted, and Final Judgment should be entered.

**DONE AND ORDERED** in chambers in Live Oak, Florida this 19 day of September 2022.

  
\_\_\_\_\_  
DAVID FINA  
CIRCUIT COURT JUDGE

Copies via e-portal to:

Befaithful Coker, Petitioner ([befaithfulcoker@gmail.com](mailto:befaithfulcoker@gmail.com))

Frederick L Koberlein, Jr., Attorney for Respondent ([fred@klolaw.com](mailto:fred@klolaw.com),  
[alysha@klolaw.com](mailto:alysha@klolaw.com))

Kris B. Robinson, Attorney for Respondent ([kbr@rkkattorneys.com](mailto:kbr@rkkattorneys.com),  
[mbd@rkkattorneys.com](mailto:mbd@rkkattorneys.com))

**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR COLUMBIA COUNTY, FLORIDA**

BEFAITHFUL COKER,  
Petitioner,

CASE NO.: 21-288-CA  
Consolidated Case No.: 21-268-CA

v.

CITY COUNCIL OF LAKE CITY FLORIDA,  
Individually and Collectively,  
and Audrey Sikes, in her official capacity as  
CITY CLERK OF LAKE CITY,  
Respondent.

\_\_\_\_\_ /

**ORDER DENYING PETITIONER'S MOTION FOR CHANGE OF VENUE**

This cause came before the Court upon the Petitioner's Motion to Change Venue.

The Court having considered the arguments submitted and being otherwise advised in the premises finds the Petitioner's "*Verified Motion for Change in Venue*;" a.k.a. "*Motion for Change of Venue*;" a.k.a. "*Motion for Change of Venue in the Interest of Justice pursuant to FS 47.122 filed July 19, 2022*;" a.k.a. "*Motion for Ruling on Change of Venue*" must be denied. Petitioner has not met any of the statutory requirements for a motion pursuant to Section 47.101, F.S. Petitioner has requested relief that may not be granted pursuant to Section 47.122, F.S.

Accordingly, IT IS ORDERED Petitioner's *Verified Motion for Change in Venue* filed July 19, 2022, is denied.

**DONE AND ORDERED** in chambers in Live Oak, Florida this 20 day of September 2022.

  
\_\_\_\_\_  
DAVID FINA  
CIRCUIT COURT JUDGE

Copies via e-portal to:

Befaithful Coker, Petitioner ([befaithfulcoker@gmail.com](mailto:befaithfulcoker@gmail.com))

Frederick L Koberlein, Jr., Attorney for Respondent ([fred@klolaw.com](mailto:fred@klolaw.com),  
[alysha@klolaw.com](mailto:alysha@klolaw.com))

Kris B. Robinson, Attorney for Respondent ([kbr@rkkattorneys.com](mailto:kbr@rkkattorneys.com),  
[mbd@rkkattorneys.com](mailto:mbd@rkkattorneys.com))

**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR COLUMBIA COUNTY, FLORIDA**

BEFAITHFUL COKER,  
Petitioner,

CASE NO.: 21-288-CA  
Consolidated Case No.: 21-268-CA

v.

CITY COUNCIL OF LAKE CITY FLORIDA,  
Individually and Collectively,  
Respondent.

\_\_\_\_\_/

**ORDER DENYING PETITIONER'S MOTIONS**

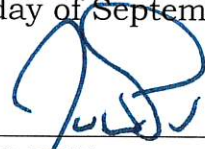
1. Motion for contempt.
2. Motion for rehearing on consolidation of cases.
3. Motion for rehearing on order to intervene
4. Motion for rehearing on order to dismiss Sykes.
5. Motion for recusal and change of venue.

**THIS CAUSE** came before the Court on the Petitioner's motions referred to above. The matters were twice set for hearing and on both occasions Plaintiff either failed to appear, couldn't appear virtually, or moved to continue. The Court then ordered the parties by agreement to submit written arguments on the merits of their motions for hearing no later than 5:00 p.m. on September 9, 2022.

Having considered written arguments submitted by the parties as of this date, the Court rules as follows,

1. The motion for contempt is denied. The facts in said motion fail to allege any conduct that could constitute contempt of Court.
2. The motions for rehearing are denied on the merits raised in relief requested to consolidate and dismiss Sykes. These claims were considered by the Court upon previous orders.
3. The motion for rehearing on the Courts order granting intervention is denied as moot. The intervener has entered a voluntary dismissal.
4. The Petitioner's motion for recusal of the Court is denied as facially insufficient.

**DONE AND ORDERED** in chambers at the Suwannee County Courthouse, Live Oak, Florida, this 20 day of September 2022.



---

DAVID FINA  
CIRCUIT COURT JUDGE

Copies via e-portal to:

Befaithful Coker, Petitioner ([befaithfulcoker@gmail.com](mailto:befaithfulcoker@gmail.com))

Frederick L Koberlein, Jr., Attorney for Respondent ([fred@klolaw.com](mailto:fred@klolaw.com), [alysha@klolaw.com](mailto:alysha@klolaw.com))

Kris B. Robinson, Attorney for Respondent ([kbr@rkkattorneys.com](mailto:kbr@rkkattorneys.com), [mbd@rkkattorneys.com](mailto:mbd@rkkattorneys.com))

**IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT  
IN AND FOR COLUMBIA COUNTY, FLORIDA**

BEFAITHFUL COKER,  
Petitioner,

CASE NO.: 21-288-CA  
Consolidated Case No.: 21-268-CA

v.

CITY COUNCIL OF LAKE CITY FLORIDA  
Individually and Collectively,  
Respondents,

and

STEPHEN DOUGLAS,  
Intervenor.

\_\_\_\_\_/

**MOTION FOR AN AWARD OF ATTORNEY FEES**

Pursuant to Section 57.105, Florida Statutes, the Respondent, City Council of Lake City Florida, the City, moves for the entry of an order awarding it its attorney fees incurred in prevailing on the issue of whether the City failed to perform required duties as alleged by the Petitioner and says:

1. The *Verified Petition for Writ of Mandamus* (hereinafter the “*Verified Petition*”) seeks relief, in part, on the grounds the City Council failed to seat Petitioner on the City Council.
2. Among other things, the Verified Petition alleges,
  - “1. This is an action seeking a writ of mandamus to compel The City Council individually and collectively to seat Petitioner as Council member in the City Council District 14 ...”
3. The Petitioner and her counsel knew, or should have known, that her claim was not supported by material facts or law.
4. The City Council of Lake City Florida provided the Petitioner opportunity to withdraw her claims by serving this motion more than twenty-one days before filing it.

5. The City Council of Lake City Florida is entitled to an award of attorney fees in prevailing on the issues in the *Verified Petition* in accordance with Section 57.105(1), Florida Statutes.

**WHEREFORE**, the City Council of Lake City prays this Court enter its order requiring Petitioner to pay the City's reasonable attorney's fees and expenses incurred in prevailing herein.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document has been furnished electronically via the e-filing portal to Joel Foreman, ([joel@foreman.law](mailto:joel@foreman.law)), and Befaitful Coker, Petitioner, ([befaitfulcoker@gmail.com](mailto:befaitfulcoker@gmail.com)) on this \_\_\_\_ day of \_\_\_\_\_ 2022.

**KOBERLEIN LAW OFFICES, PLLC**

**BY:** \_\_\_\_\_  
**FREDERICK L. KOBERLEIN, JR.**

Florida Bar No. 744271  
855 SW Baya Drive Lake City, FL 32025  
Tel. (386) 269-9802  
Fax (888) 908-8699  
Primary Email: [Fred@klolaw.com](mailto:Fred@klolaw.com)  
Secondary Email: [Alysha@klolaw.com](mailto:Alysha@klolaw.com)  
City Attorney's Office

and

Kris B. Robinson  
Florida Bar No.: 247870  
[kbr@rkkattorneys.com](mailto:kbr@rkkattorneys.com)  
Thomas J. Kennon, III  
Florida Bar No.: 844179  
[tjk@rkkattorneys.com](mailto:tjk@rkkattorneys.com)  
ROBINSON, KENNON & KENDRON. PA 582  
W Duval St  
Lake City, FL 32055-5801  
386-755-1334/ fax: 386-755-1336

**File Attachments for Item:**

5. City Council Resolution No. 2022-099 - A resolution of the City Council of the City of Lake City, Florida, authorizing and ratifying the appointment of a City Attorney; providing for the appointment of the law firms of Robinson, Kennon & Kendron, P.A., and Folds & Walker, LLC; providing for the execution of an agreement for legal services; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-099**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING AND RATIFYING THE APPOINTMENT OF A CITY ATTORNEY; PROVIDING FOR THE APPOINTMENT OF THE LAW FIRMS OF ROBINSON, KENNON & KENDRON, P.A., AND FOLDS & WALKER, LLC; PROVIDING FOR THE EXECUTION OF AN AGREEMENT FOR LEGAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** a vacancy is anticipated in the position of City Attorney of the City of Lake City, Florida (hereinafter the "City"), resulting from the resignation of the most recently appointed City Attorney; and

**WHEREAS,** the City Council received proposals pursuant to a request for proposals (RFP 2022-20) for legal services; and

**WHEREAS,** the City Council finds that the award of the work to the law firms of Folds & Walker, LLC, and Robinson, Kennon & Kendron, P.A., (collectively referred to as the "Law Firms") is in the best interests of the City; and

**WHEREAS,** the City Council finds that it is in the best interest of the City to memorialize the appointment of the Law Firms in accordance with the general terms and conditions of the agreement titled *Legal Services Agreement Between the City of Lake City, Florida, Robinson Kennon & Kendron, P.A., and Folds & Walker, LLC* (hereinafter the "Agreement"), attached hereto as "Exhibit A".



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

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

**Section 2.** The Mayor is hereby authorized to execute for and on behalf of the City the aforementioned Agreement.

**Section 3.** Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of October 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

**LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF LAKE CITY,  
FLORIDA, ROBINSON KENNON & KENDRON, P.A., AND  
FOLDS & WALKER, LLC**

This Agreement for Legal Services is entered into between the City of Lake City, Florida (hereinafter the "City"), a municipal corporation, and the law firms of Robinson, Kennon & Kendron, P.A., and Folds & Walker, LLC (hereinafter the "Law Firms") in accordance with the provisions and requirements of the City Charter and City Code, and collectively referred to herein from time to time as the "Parties".

**WITNESSETH**

**WHEREAS**, the City Charter requires the City Council to appoint a City Attorney as it deems necessary, and the City Council may appoint assistant City Attorneys, all of whom shall act as legal advisors and provide the City, and its officers and agencies, with legal advice and services required from time to time relating to the operation of the City; and

**WHEREAS**, the City advertised a solicitation (RFP 2022-20) to procure a City Attorney and a proposal was received from the Law Firms, a copy of which is available in the City Clerk's office; and

**WHEREAS**, the City Council finds it in the best interests of the City to appoint Robinson, Kennon & Kendron, P.A., as the City Attorney with the understanding that Folds & Walker, LLC shall also be appointed as assistant City Attorneys; and

**WHEREAS**, the Parties wish to enter into an Agreement memorializing the City and City Attorneys' relationship and specifying the terms and conditions of the legal services arrangement between the Parties as more particularly set forth herein; and

**WHEREAS**, the Parties to this Agreement believe such a contractual Agreement will be in the best interest of the Parties as well as the citizens of the City.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, rights, and responsibilities of the Parties hereto, the Parties covenant and agree as follows:

## **TERM**

1. The effective date of this Agreement shall be the 15<sup>th</sup> day of October 2022 and shall remain in full force and effect until terminated by either party as provided herein. The City Attorneys recognize and acknowledge that the City reserves the right to terminate the appointment of the City Attorney at any time for cause or no cause upon sixty (60) days' written notice to the City Attorneys. The City Attorneys shall have the right to resign as City Attorney upon sixty (60) days' written notice to the City. Upon the resignation of the City Attorney, the appointment of the City Attorneys' associates as assistant City Attorneys shall also terminate.

2. In the event the City Attorneys are terminated, the City Attorneys shall be entitled to all compensation and expenses billed, and otherwise provided herein, within thirty (30) days of the effective date of termination.

## **BILLING**

1. The City agrees to compensate the City Attorneys for those services rendered and included in the City Attorneys' Proposal to the City's RFP 2022-20, titled "Tab 4: Fee Proposal", a copy of which is attached hereto as "Exhibit A" and hereby incorporated as if fully set forth herein.

2. Each monthly invoice shall itemize the services rendered by providing the nature of the services rendered, the date such service was rendered, and the amount of time expended in providing the services.

3. Each monthly invoice shall itemize all expenses and costs incurred and identified within the "Reimbursement of Costs" section of Exhibit A.

4. The invoice shall be due upon receipt. The City agrees to pay the bill no later than the thirtieth (30th) day from the date it was submitted to the City. All invoices not paid within thirty (30) days from the billing shall bear interest on the unpaid balance at one and one-half percent (1 1/2%) per month. Interest will be applied monthly to any unpaid balance. The City further agrees to timely pay all invoices as required by and be subject to the provisions of Part VII, Chapter 218, Florida Statutes, referred to as the "Local Government Prompt Payment Act". The failure to pay any invoice for fees and costs rendered to the City in accordance with this Agreement will constitute a default by the City. In the event of default, the City consents to the City Attorney's immediate cessation of all legal services on the City's behalf and to the City Attorney's withdrawal as the City's counsel from all pending litigation.

## **GENERAL**

1. The City Attorneys shall keep the City informed of the status of the City's matters and will send the City copies of all correspondence and pleadings related to the representation of the City, so that the City Council, City administration may be aware of the City's legal affairs.

2. During the course of certain City matters, the City may be required to provide to the City Attorneys documents such as tax records, expense records, bank records, deeds, etcetera. The City Attorneys will hold the records for the City during the pendency of the City's action. The City shall not provide the City Attorneys with original records unless specifically requested, in writing, to do so by the City Attorneys.

3. The City Attorneys shall strive to complete the City's work as expeditiously as possible at a fair and reasonable cost in accordance with the aforementioned rates.

4. In the event the City Attorney is unavailable to attend any meetings of the City, the City Attorney will designate one of the City Attorneys' associates who has been appointed as an assistant City Attorney to attend the meeting. At times, the City Attorneys may find that outside legal services are necessary to provide the highest quality of legal services to the City, and the City Attorneys and City Manager shall strive to find competent outside legal services pursuant to the City's procurement policy. Additionally, the City Attorneys shall oversee all legal services provided by any outside legal service provider. If requested by the City Manager, legal fees and costs incurred by any such outside attorney shall be invoiced to the City in care of the City Attorneys, the amount of which shall be included on the City Attorneys' invoice for services rendered and remitted to the outside attorney by the City Attorneys.

## **BENEFITS**

The City Attorneys are an independent contractor and neither they nor any of their associates who have been appointed assistant City Attorneys shall be entitled to those benefits afforded to full-time City employees.

## **CONTINUING LEGAL EDUCATION**

The City agrees to reimburse the City Attorney for the costs associated with continuing professional development and education in the area of local government by reimbursing the City Attorney for the costs associated with registration fees, lodging, travel, and meals associated with a total of two annual continuing legal education conferences in the legal area of government law. Should the City desire to have the City Attorney, or an assistant City Attorney, attend additional special educational programs, which would be of special benefit to the City with respect to legal issues, the City agrees to reimburse the City Attorney for the costs associated with registration fees, lodging, and meals

associated with any additional special educational programs requested and approved by the City.

## **TERMINATION**

Either party may terminate this Agreement upon providing sixty (60) days' written notice to the other party, which notice shall include the effective date of termination.

## **REPRESENTATION - CONFLICT OF INTEREST**

1. The parties agree that the City Attorneys and assistant City Attorney will not undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest relating to City matters during the term of this Agreement.

2. The City Attorneys agree not to represent or provide legal services to any third-party in any matters adverse to and constitute a conflict of interest to the City. If the City Attorneys become aware of any such conflict of interest, they will advise the City Manager and recuse themselves from any representation relating to the matter creating the conflict.

## **INSURANCE - PROFESSIONAL LIABILITY**

The City Attorneys and each assistant City Attorney shall, during the term of this Agreement, maintain professional liability insurance in a sum of no less than \$1,000,000.00, aggregate claims, and shall upon request provide a copy of the policy or certificate thereof to the City. If the City Attorneys' professional liability policy covers the assistant City Attorneys, it shall not be necessary for each assistant City Attorney to maintain separate coverage.

## **PUBLIC RECORDS**

### **PUBLIC RECORDS CUSTODIAN**

**IF THE CITY ATTORNEYS OR ASSISTANT CITY ATTORNEYS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY ATTORNEY'S OR ASSISTANT CITY ATTORNEYS' 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

1. The City Attorneys and each assistant City Attorney shall comply with all laws allowing the public access to public records, specifically including, but not limited to Sections 119.0701, and 119.07(1), Florida Statutes Section 24(a) of Art. I of the Florida State Constitution. Notwithstanding any other termination provision in this Agreement, the City may unilaterally cancel this Agreement for refusal by the City Attorneys and each assistant City Attorney to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the City Attorneys and each assistant City Attorney in conjunction with this Agreement, unless the records are exempt. The City Attorneys and each assistant City Attorney agree to comply with any requirements of law including:

A. Keep and maintain public records required by the City in order to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The City may be billed in accordance with the rates reflected herein for the City Attorneys' or assistant City Attorney's time.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following termination of the Agreement if the City Attorneys and each assistant City Attorney does not transfer the records to the City.

If the City Attorneys and assistant City Attorneys consider 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, City Attorneys and assistant City Attorneys 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 shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the City- Attorneys and Assistant City Attorney claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

D. Upon termination of this Agreement, transfer all public records in possession of the City Attorney and assistant City Attorneys, or keep and maintain public records required by the City to perform the service. If the City- Attorneys and assistant City Attorneys, transfers all

public records to the City upon termination of the Agreement, the City Attorneys and assistant City Attorneys, shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Attorneys and assistant City Attorneys, keep and maintain public records upon termination of the Agreement, the City Attorneys and assistant City Attorneys, 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.

E. Failure of the City Attorneys and assistant City Attorneys, to provide the above-described public records to the City within a reasonable time may subject City Attorneys and assistant City Attorneys, to penalties under 119.10, Florida Statutes, as amended.

## **E-VERIFY**

1. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., the City Attorneys and their subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. The City Attorneys shall require each of their subcontractors to provide the City Attorneys with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The City Attorneys shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The City, City Attorneys, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the City Attorneys otherwise complied, shall promptly notify the City Attorneys and the City Attorneys shall immediately terminate the contract with the subcontractor.

D. A termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. The City Attorneys acknowledge that upon termination of this Agreement by the City for a violation of this section by the City Attorneys, the City Attorneys may not be awarded a public contract for at least one (1) year. The City Attorneys

further acknowledges that the City Attorneys are liable for any additional costs incurred by the City as a result of the termination of any contract for a violation of this section.

E. The City Attorneys or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. The City Attorneys shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

## **CONTROLLING LAW AND VENUE**

The laws of the State of Florida shall govern the construction and interpretation of this Agreement. In the event of a dispute over terms hereof, the parties agree that venue shall be in Columbia County, Florida, and the parties agree to waive a jury trial.

## **ENTIRE AGREEMENT, SEVERABILITY, AND ELECTRONIC SIGNATURE ACT**

1. The City and the City Attorneys agree that this Agreement, the City's solicitation (RFP 2022-20), and the proposal of the City Attorneys encompasses the Parties understanding of their relationship and contractual obligations and that any promises made by one party to the other party which are not included within this written Agreement are not binding upon the other party.

2. The Parties agree that should any portion of this Agreement and the City Attorneys' proposal conflict then the provisions of this Agreement shall be controlling.

3. The Parties agree that should any portion of this Agreement be found to be ineffective, stricken, or null and void during any dispute over this Agreement, that portion found ineffective, stricken, or null and void shall not cause the remainder of this Agreement to be held the same, and such remaining portions of this Agreement shall remain in full force and effect.

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

*[Remainder of the page left blank intentionally.]*



## **REPRESENTATIONS AND COVENANTS OF CITY ATTORNEY**

The City Attorneys represent and warrant the following to the City:

A. That the Law Firms' attorneys are duly licensed and authorized to practice law in the State of Florida and are in good standing under the rules and regulations of The Florida Bar; and

B. That the Law Firms' attorneys have no pending complaints or grievances filed against them with The Florida Bar.

*[Remainder of the page left blank intentionally. Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_ day of October 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**FOLDS & WALKER, LLC**

By: \_\_\_\_\_  
Stuart Scott Walker,  
Manager Member

By: \_\_\_\_\_  
Allison E. Folds,  
Manager Member

**ROBINSON KENNON & KENDRON,  
P.A.**

By: \_\_\_\_\_  
Bruce Robinson,  
Director

By: \_\_\_\_\_  
Thomas J. Kennon, III  
Director

**Tab 4: Fee Proposal**

Given our qualifications, depth of personnel, and experience, the following fee proposal is submitted:

**GENERAL SERVICES**

Folds Walker, LLC and Robinson, Kennon & Kendron, P.A would serve as the City Attorney and provide all routine legal services requested, including, but not limited to:

- Attendance at the regular meetings of the Lake City city council and the Lake City Planning & Zoning Board Code Enforcement Board, Preservation Board, and Board of Adjustments;
- Attendance at special meetings of the Lake City - City Council and the Lake City Planning & Historic Preservation Board when requested by the Mayor or majority of the City Council;
- Preparation of ordinances and resolutions when requested by the Mayor or majority of the City Council;
- Preparation and/or review of all contracts, proposed amendments to the City Charter, Code of Ordinances, Land Development Code, and proposed amendments to the Comprehensive Plan for legal sufficiency;
- Providing legal advice to the City Council and City employees on matters of concern when authorized by the Mayor or majority of the City Council;
- Monitoring litigation when the City is a party but represented by other counsel when requested by the Mayor or a majority of the City Council; and
- Preparation of leases.

In addition, Folds Walker, LLC and Robinson, Kennon & Kendron, P.A will provide the following additional services included in the Retainer:

- Provide annual Ethics, Sunshine Law and Public Records training session;
- Provide new Councilperson orientation sessions (as needed); and
- Cooperating and communicating on a routine basis with City staff and elected officials to achieve the lawful legislative and policy directives of the City Council.

## SPECIAL SERVICES

Folds Walker, LLC and Robinson, Kennon & Kendron, P.A would provide all special non-retainer services as needed and requested by the City, including, but not limited to the following:

- Prosecuting or defending litigation involving the City for matters which the Firm serves as counsel of record for the City that are initiated by a filing in an administrative tribunal or a state or federal court, including all arbitration and mediation proceedings brought under the Administrative Proceedings Act, Public Employees Relations Commission Act, or any other administrative proceedings;
- Providing legislative consulting services if requested by the City;
- Preparation of documents related to real property transactions and issuing title insurance commitments and policies if requested by the City for real property transactions;
- Representing the City in all negotiations with third parties and in the acquisition and disposition of real property rights and interests, including accepting or obtaining right-of-way easements, and other conveyances.
- Preparation of municipal financing matters and any other services not specifically included above.

## COMPENSATION

### **Compensation**

Folds Walker, LLC and Robinson, Kennon & Kendron, P.A proposes as its compensation for services, as they are outlined above, hourly rates billed in six-minute increments at an Attorney Rate of \$170 per hour, a \$190 per hour litigation rate, and \$70 per hour rate for other staff.

### **Reimbursement of Costs**

Folds Walker, LLC and Robinson, Kennon & Kendron, P.A will not charge the City for routine electronic legal research services, facsimiles, travel time or travel-related costs from our Gainesville office to Lake City, but shall be reimbursed for actual costs incurred on all other travel performed for the City, and other actual charges incurred in providing services to the City including, but not limited to, extraordinary copy costs, conference call charges and express mail.

### **Provision for Rate Increases**

Folds Walker, LLC and Robinson, Kennon & Kendron, P.A proposes a 3% increase in the annual lump sum amount at the beginning of the 2023-2024 fiscal year and every year thereafter. In addition, there will be an annual cost of living adjustment to be determined at the beginning of every budget allocation in accordance with the Consumer Price Index (CPI-U) by multiplying the then current administrative billing rate for services by the total percentage increase in the CPI-U for the prior twelve-month period as published by the U.S. Department Labor, Bureau of Labor Statistics.

**File Attachments for Item:**

6. City Council Resolution No. 202-108 - A resolution of the City Council of the City of Lake City, Florida, awarding 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 for an effective date.

**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 \_\_\_\_ day of October 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



CONTRACT AGREEMENT

**THIS AGREEMENT**, in two (2) duplicate originals, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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
<b>Base Bid:</b> \$ eight hundred ninety-four thousand two hundred sixty-seven dollars	\$ 894,267.00
<b>Schedule B1</b> \$ six hundred thirteen thousand five hundred fifty-seven dollars	\$613,557.75
<b>Schedule C</b> \$ one million one thousand four hundred three dollars and seventy-five cents	\$1,001,403.75
<b>Total Contract Amount</b> \$ two million five hundred nine thousand two hundred twenty-eights dollars and fifty cents	\$2,509,228.50

**Article 4. CONTRACT DOCUMENTS.** The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract; Advertisement/Notice to Bidders; General Provisions; Bid Forms; Agreement; 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: \_\_\_\_\_

ATTEST

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

Audrey E. Sikes, City Clerk  
Name, Title

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

Contractor: CGC, Inc.

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

Title: \_\_\_\_\_

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

Add-Ons or Substitutions.

**File Attachments for Item:**

7. City Council Resolution No. 2022-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the North Central Florida Regional Planning Council; providing for Comprehensive Planning Services and Growth Management Services; providing for a term of twelve months beginning October 1, 2022; providing for a fixed fee amount of \$23,500.00; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL; PROVIDING FOR COMPREHENSIVE PLANNING SERVICES AND GROWTH MANAGEMENT SERVICES; PROVIDING FOR A TERM OF TWELVE MONTHS BEGINNING OCTOBER 1, 2022; PROVIDING FOR A FIXED FEE AMOUNT OF \$23,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) desires to enter into an agreement with the North Central Florida Regional Planning Council (hereinafter the “Planning Council”) to receive certain technical and professional services with respect to growth management, planning, and land development regulations, and additional services pursuant to and in accordance with the terms and conditions of the *Fiscal Year 2023 Local Government Comprehensive Planning Services Agreement Between the City of Lake City and the North Central Florida Regional Planning Council*, a copy of which is attached hereto and made a part of this resolution (hereinafter the “Planning Council Agreement”); and

**WHEREAS**, the City Council finds that the Planning Council shall be paid a fixed fee amount of \$23,500.00 for services provided between October 1, 2022 through September 30, 2023.

**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 hereby incorporated in this resolution.

**Section 2.** The City is hereby authorized to enter into the Planning Council Agreement.

**Section 3.** The City Manager and the City Attorney are authorized to make such reasonable changes and modifications to the Planning Council 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 Planning Council Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions, and additions made by the City Manager and City Attorney. Executions by the Mayor and the Planning Council shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of October 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



FISCAL YEAR 2023  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES  
AGREEMENT  
BETWEEN THE  
CITY OF LAKE CITY  
AND THE  
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Lake City, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twenty-Three Thousand Five Hundred Dollars and No Cents (\$23,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2022 and shall end on September 30, 2023. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

## ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless and indemnify the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

## ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

## ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the City Manager of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

## ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Columbia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Columbia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

## ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

## ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

CITY OF LAKE CITY

Attest:

Seal


\_\_\_\_\_  
Audrey Sikes  
City Clerk


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

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

  
\_\_\_\_\_  
Scott R. Koons  
Executive Director

  
\_\_\_\_\_  
Anthony Adams  
Chair

APPENDIX A  
SCOPE OF SERVICES  
FOR THE  
FISCAL YEAR 2023  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

**File Attachments for Item:**

9. Discussion and Possible Action - Lake City Municipal Police Officer's Pension Trust Fund  
(Presenter: Mayor Stephen Witt)

On September 21, 2022 Clarence Cannon resigned from the Board of Trustees. The Board now has two board member vacancies.

## **Sikes, Audrey**

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**From:** CLARENCE CANNON <clarececannon@bellsouth.net>  
**Sent:** Wednesday, September 21, 2022 12:35 PM  
**To:** Sikes, Audrey  
**Subject:** Police Board

Audrey,

Effective immediately, I hereby tender my resignation as a board member of the City of Lake City Municipal Police Officer's Pension Trust Fund.

It has been a joy serving on the board with some of Lake City finest Police Officers. I hold them in high regard, but it is time for me to allow someone else serve.

Sincerely,

Clarence Cannon

[Sent from Yahoo Mail on Android](#)