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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

June 06, 2022 at 6:00 PM

Venue: City Hall

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## AGENDA

### SECOND REVISION

**Revision made 6/1/2022: Item #2, correction made to date and time of event.**

**Revision made 6/2/2022: Item #2, addition of insurance certificate, Item #3 New Item Added to agenda (Juneteenth Parade), Item #7, supporting documentation added.**

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

### **Pledge of Allegiance**

**Invocation** - Mayor Stephen Witt

### **Roll Call**

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

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

**Proclamations** - None

### **Minutes**

[1.](#) May 16, 2022 Regular Session

### **Approval of Agenda**

**Public Participation - Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](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**

- [2.](#) Permit Application from the Lake City - Columbia County Chamber of Commerce to hold the 4th of July Fireworks Celebration on Monday, July 4, 2022 from 6:00 PM until 10:00 PM. All supporting documents including certificate of insurance have been provided.
- [3.](#) Permit application from George & Warren Foundation, Inc. to hold the Juneteenth Celebration of Freedom Parade on Saturday, June 18, 2022, starting at 6:00 PM. All supporting documents including certificate of insurance have been provided.

**Presentations****Old Business**Ordinances**Open Public Hearing**

- [4.](#) City Council Ordinance No. 2022-2224 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new section number 86-110.17 to Article III, Chapter 86, which provides for the permanent vacating of portion of the right of way for Parcels 02465-106, 02465-107, and 02465-115, as identified by the parcel identification number assigned by the Property Appraiser's Office; all of said lots being located in the Stonegate Park Subdivision as recorded on a plat thereof and recorded in Plat Book 7, Pages 61 and 62, of the public records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

**Passed on first reading 5/16/2022**

**Close Hearing**

Adopt City Council Ordinance No. 2022-2224 on final reading

Other Items

5. Discussion and Possible Action - Fire Pension Board Appointee  
(Presenter: Mayor Stephen Witt)
6. Discussion and Possible Action - Police Officers Pension Board Appointee  
(Presenter: Mayor Stephen Witt)
7. Discussion and Possible Action - City Manager Position - Renee Narloch,  
President of S. Renee Narloch & Associates will participate via Zoom

**New Business**

Ordinances - None

Resolutions

8. City Council Resolution No. 2022-049 - A resolution of the City Council of the City of Lake City, Florida, authorizing the appropriation of a grant to the Annie Mattox Recreation Center, Inc.; providing for improvements to the private park governed by the Annie Mattox Recreation Center, Inc.; providing for severability; providing for conflicts; and providing for an effective date.
9. City Council Resolution No. 2022-055 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the State Highway Lighting, Maintenance, and Compensation Agreement Work Order with the State of Florida, Department of Transportation; providing for the terms and conditions of maintenance of the state facilities to be maintained by the City; and establishing an effective date.
10. City Council Resolution No. 2022-056 - A resolution of the City Council of the City of Lake City, Florida authorizing the City to join the State of Florida and other local government units in participating in the "Walgreens Settlement"; providing for the Mayor's execution of the Participation Agreement; and providing for an effective date.
11. City Council Resolution No. 2022-057 - A resolution of the City Council of the City of Lake City, Florida, authorizing the appropriation of a grant to the Annie Mattox Recreation Center, Inc.; providing for improvements to the private park governed by the Annie Mattox Recreation Center, Inc.; providing for severability; providing for conflicts; and providing for an effective date.
12. City Council Resolution No. 2022-058 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with the Institute for Justice Research and Development at Florida State University and Meridian Behavioral Health; providing for researching of methods to reduce repeated interactions between law

enforcement and individuals who have severe mental health and substance abuse disorders, and to identify ways to optimize the use of crisis stabilization units and post-discharge supports.

### Other Items

13. Discussion and Possible Action - Designation of Florida League of Cities Voting Delegate (Presenter: Mayor Stephen Witt)

The Florida League of Cities' Annual Conference will be held in Hollywood, Florida on August 11-13, 2022. It is important for each municipality designate one official as "voting delegate" to participate in voting for League leadership and adoption of resolutions that determine the direction of the League.

14. Discussion and Possible Action: The Northeast Florida League of Cities Board of Directors is allowing all member cities an opportunity to submit one or more applications of a non-profit agency/entity/organization to receive a donation from the Northeast Florida League of Cities. The donation amount is \$350 per eligible agency/entity and if a member city submits more than one application, the \$350 may be split between applicants. (Presenter: Council Member Jake Hill)

Note: Last year the City Council recommended Temez Ruise of the Gifted1OnesCorpo and Columbia County Senior Services as the two non-profit organizations to each receive a \$332 donation from the Northeast Florida League of Cities.

**Departmental Administration - None**

**Comments by Council Members**

**Adjournment**

### **YouTube Channel Information**

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

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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. May 16, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on May 16, 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 Todd Sampson

## ROLL CALL

Mayor/Council Member  
City Council

City Attorney  
Interim City Manager  
Sergeant-at-Arms  
City Clerk

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

## PROCLAMATIONS

1. National Police Week - May 15 - 21, 2022

Mayor Witt presented the National Police Week Proclamation to the Lake City Police Department.

## MINUTES

2. May 2, 2022 Regular Session

**Mr. Sampson made a motion to approve the May 2, 2022 regular session minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

## APPROVAL OF AGENDA

Mr. Sampson requested to move Item #4 just after Item #8. **Mr. Jefferson made a motion to approve the agenda as amended. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.**

## APPROVAL OF CONSENT AGENDA

3. Approve correction for Bid No. ITB-012-2022 Purchase of Pipe and Fittings for Disc Filter System Project awarded to Lanier Municipal Supply, Inc., the sole bidder, for \$101,175.55 approved by City Council on May 2, 2022. The vendor calculated the unit cost per foot instead of per stick resulting in a difference of \$18,799.62 and vendor has agreed not to

charge us the full difference of \$18,799.62 and charge us \$9,048.95 for a revised bid total of \$110,224.50. If not approved, putting the items out for re-bid may result in costs going up and project being further delayed.

**Mr. Sampson made a motion to approve the consent agenda consisting of Item #3 above. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

PRESENTATIONS – None

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL – None

OLD BUSINESS

Ordinances – None

Other Items

4. Discussion and Possible Action - City Manager Position - Renee Narloch, President of S. Renee Narloch & Associates will participate via Zoom

Per motion on Approval of Agenda, this Item was discussed after Item #8.

5. Discussion and Possible Action - Lake Montgomery Pier Replacement (Presenter: Mayor Stephen Witt)

Mayor Witt reported he received an email from Dusty Bailey in support of the pier.

PUBLIC COMMENT: Jacob Kuzyk; Tom Mullins; Chris Wynn.

Mr. Wynn, with the Florida Fish and Wildlife Conservation, reported to members funding thus far, and stated he was seeking funding for upgrades to Campbell Park. He suggested a one time \$75,000.00 contribution to help out with signs, trash receptacles, and new gate. He stated the pier would be named after the largest private donor.

Mr. Hill spoke in support of the pier replacement.

Mr. Sampson suggested a buy in from the Boy Scouts Troop, for the possibility of a quarterly cleanup, or an organization to protect the lake.

PUBLIC COMMENT: George Hudson; Sylvester Warren; Tim Murphy; Glenel Bowden.



Mayor Witt stated he wanted input from City Departments regarding maintenance on the pier.

Mr. Sampson reported there would be several things to budget for, including a new gate, but stated he supported the \$75,000.00 contribution if it's more detailed on the cleanup piece.

**Mr. Sampson made a motion to earmark \$75,000.00 for the pier project, pending the final Memorandum of Understanding showing in detail the cleanup plans, automated gate, second gate, sidewalk, new signs, fence, maintenance cost, trash cans, Appendix C items identified as; materials and labor, FDEP Permit & Owner, Design and Engineering, Geotech and Site Survey, Building Permit, Administration Costs and Mobilization/Demobilization, Contingency Costs with funding coming from the CARES Act. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

- 6. Discussion and Possible Action - Senior Home Repair Program Funding Options (Presenter: Interim City Manager Paul Dyal)

Mayor Witt presented the options for the Senior Home Repair Program.

After discussion, Mr. Koberlein stated his office would prepare an Interlocal Agreement with the County with clear direction on how the City would reimburse the County for use of their Senior Home Repair Program application.

Mr. Sampson made a motion to write a check to the County and have them administer the program. n the amount of \$250 to the county

**Mr. Sampson made a motion to authorize the City to write a check to the County in the amount of \$250,000 for the administration of the Senior Home Program. The motion provides authorization for the preparation of an Interlocal Agreement to memorialize this grant program. 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>

- 7. Discussion and Possible Action - Fire Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Fire Pension Board Appointee.

8. Discussion and Possible Action - Police Officers Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Police Officers Pension Board Appointee.

4. Discussion and Possible Action - City Manager Position - Renee Narloch, President of S. Renee Narloch & Associates will participate via Zoom

Ms. Narloch reported she had received approximately six more applications and suggested two candidates for members to review, and consider moving them forward. She stated she also refreshed the ads for the position.

PUBLIC COMMENT: Sylvester Warren

Mayor Witt recommended holding interviews next Monday afternoon, at 5:00 or 6:00 PM.

Mr. Jefferson stated members needed to look at the qualifying applicants if Ms. Narloch had any.

PUBLIC COMMENT: Shawn Holmgren

Members concurred to have Ms. Narloch send all applications received since she relisted the position.

## NEW BUSINESS

### Ordinances

9. City Council Ordinance No. 2022-2222 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-03, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from Residential, Medium Density (less than or equal to 8 dwelling units per acre) to Commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2022-2222 on first reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or**

less acres of land, pursuant to an application, CPA 22-03, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the future land use classification from Residential, Medium Density (less than or equal to 8 dwelling units per acre) to Commercial of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

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

- 10. City Council Ordinance No. 2022-2223 (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-02, by the property owner of said acreage; providing for rezoning from Residential, Single Family-2 (RSF-3) and Residential Office (RO) to Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Ordinance No. 2022-2223 on first reading, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-02, by the property owner of said acreage, and providing for rezoning from Residential, Single Family-2 (RSF-3) and Residential Office (RO) to Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida. 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

- 11. City Council Ordinance No. 2022-2224 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new section number 86-110.17 to Article III, Chapter 86, which provides for the permanent vacating of portion of the right of way for Parcels 02465-106, 02465-107, and 02465-115, as identified by the parcel identification number assigned by the Property Appraiser's Office; all of said lots being located in the Stonegate Park Subdivision as recorded on a plat thereof and recorded in Plat Book 7, Pages 61 and 62, of the public records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council**

**Ordinance No. 2022-2224 on first reading, amending the City Code to add a new section number 86-110.17 to Article III, Chapter 86, which provides for the permanent vacating of portion of the right of way for Parcels 02465-106, 02465-107, and 02465-115, as identified by the parcel identification number assigned by the Property Appraiser's Office, and all of said lots being located in the Stonegate Park Subdivision as recorded on a plat thereof and recorded in Plat Book 7, Pages 61 and 62, of the public records of Columbia County, Florida. 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>

Resolutions

12. City Council Resolution No. 2022-048 - A resolution of the City Council of the City of Lake City, Florida, appointing Robert Angelo as the Land Development Regulation Administrator; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-048, appointing Robert Angelo as the Land Development Regulation Administrator. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

13. City Council Resolution No. 2022-050 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the City's Utility Advisory Committee; repealing all resolutions in conflict; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-050, appointing members to serve on the City's Utility Advisory Committee. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

14. City Council Resolution No. 2022-051 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Change Order Number One to the contract between the City and Oelrich Constriction, Inc., related to the addition of a drainage easement for the Lake City Fire Station Number 2 Project; providing for an increase in the contract price by \$1,800.00; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution**

**No. 2022-051, authorizing the execution of Change Order Number One to the contract between the City and Oelrich Constriction, Inc., related to the addition of a drainage easement for the Lake City Fire Station Number 2 Project, and providing for an increase in the contract price by \$1,800.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

- 15. City Council Resolution No. 2022-052 - A resolution of the City Council of the City of Lake City, Florida, accepting a proposal from Paypoint HR, LLC, related to the City's request for a classification and compensation study; providing for a price not to exceed \$37,500.00; and providing for an effective date. **Mr. Hill made a motion to adopt City Council Resolution No. 2022-052, accepting a proposal from Paypoint HR, LLC, related to the City's request for a classification and compensation study, and providing for a price not to exceed \$37,500.00. Mr. Jefferson seconded the motion.**

Mr. Sampson confirmed with the Procurement Director, Karen Nelmes, who performed the rating for this study. Ms. Nelmes reported the rating committee consisted of Finance Director Donna Duncan, Chief of Police Gerald Butler, Human Resources Director Hubert Collins, Director of Natural Gas Steve Brown, and Fire Chief Josh Wehinger.

**A roll call vote was taken and the motion carried.**

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

Other Items

- 16. Discussion and Possible Action: Letter from Mayor Byran Williams, City of High Springs, asking for the City to donate a 2004 Vactor 2100 Series Truck or consider selling the truck to the City of High Springs for a fair price. The value has been estimated between \$6,000.00 and \$8,000.00. (Presenter: Mayor Stephen Witt)

Per Mayor Witt, Mr. Dyal sent him an email stating staff wanted to obtain an appraisal on the truck before a final decision was made.

PUBLIC COMMENT: Glenel Bowden

17. Discussion and Possible Action - City Attorney (Presenter: City Attorney Fred Koberlein, Jr.)

Mr. Koberlein stated he submitted his resignation letter last week, and would give the City plenty of time to procure his replacement. Mr. Koberlein reported his termination is effective November 30, 2022 but he would be available during the month of December 2022.

Members concurred to procure the position the same as before. Ms. Nelmes reported she could have this ready in a week.

Mr. Koberlein reported he was canceling the litigation sessions scheduled after the Council meeting as it would be an unnecessary expense. He stated he was hoping to have some rulings from this morning to move the case forward.

Mr. Koberlein provided a brief update on the on Befaihtful Coker v City Council of Lake City Florida, Individually and Collectively, and Stephen Douglas, Intervenor (Consolidated Case Number: 2021-268-CA).

In summation Ms. Coker made a request for a stay of all proceedings until she exhausted her recently filed federally lawsuit Befaihtful Coker, Minor Child V. Coker, and Minor Child M. Coker v Slyvester Warren, III, et al. Case Number: 622-CV-854-RBD-LHP.

He reported, based on the courts ruling this morning he did not foresee the open City Council District seat being filled before the election. Mr. Koberlein clarified, the stay of proceedings orders does not preclude whoever the citizens elect at the upcoming election being seated, therefore the City may keep moving forward with the general election.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Mr. Hill commended Director Florence Straugh for her work at the Airport.

Mr. Jefferson recognized the Garden Club for the work performed downtown. Mayor Witt concurred and stated he would get a letter out to them on behalf of the Council.

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 7:13 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, MMC City Clerk

**File Attachments for Item:**

2. Permit Application from the Lake City - Columbia County Chamber of Commerce to hold the 4th of July Fireworks Celebration on Monday, July 4, 2022 from 6:00 PM until 10:00 PM. All supporting documents including certificate of insurance have been provided.

## City of Lake City

Darby Pavilion

Special Events

### Application

#### Applicant Information

Organization/Applicant Name: Lake City - Columbia County Chamber of Commerce

What is Event For?: Independence Day Fireworks

Contact Name: Joey O'Hern

Phone: 752-3690

Address: 102 S. Marion Ave

City: Lake City

State: FL

ZIP Code: 32025

Email: joey@lakecitychamber.com

Facility/Park Requested: N/A

Date Of The Event: 7-4-22

Time Requested: 6:00-10:00

Estimated Attendance: 30,000

#### Darby Pavilion Only

Alcohol:  YES  NO

Set Up Time:

Event Time:

9:15pm

Clean Up Time:

#### Parade Information

Line Up Place and Time: N/A

Inclement Weather Date: N/A

Anticipated number of vehicles to be used in the parade: N/A

Parade Start Time: N/A

Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)

#### Event Information

Will you be collecting admissions/donations of any type at this event?: N/A

Will any items be sold at this event (including food)?: N/A What kind?: N/A

Are you having other vendors participate in this event?: N/A Please list: N/A

Is this event open to the public?: N/A What Activities are planned?: N/A Will tents be used?: N/A

Will bounce houses be used?: N/A Will you be serving food?: N/A

RECEIVED

MAY 25 2022 *SC*

OFFICE OF THE CHIEF



**Services Requested (Fees Apply)**

Security/Crowd Control Requested?: *yes*

Clean Up Requested?:

Will you need access to electricity?:      If Yes, will you need 20 30 50 Amp Service (please circle one)

Road/Parking Lot Closure Requested?:      If Yes, please state (using appropriate names) which streets/parking lots are being requested closed; also submit a map showing all road closures or route;

*Real Tex. from Mary Ethel to SW Symphony Loop  
(map attached)*

**\*\*Please note clean up, electric, and police presence is an additional fee\*\***

**Organization Information**

Type of Organization (please circle one):    Not for Profit(must provide 501c3 letter)    For Profit    Individual

Federal ID#: *59-037804*

Tax Exempt #:

**Fee Schedule**

Young's Park: \$50.00 daily fee - \$25.00 electricity fee - under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Olustee Park (Gazebo): \$100.00 daily fee - \$25.00 electricity fee - under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

**OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO; WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY), AND OTHER SIMILAR USES**  
**OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER**

Teen Town: \$40.00 per hour usage fee, \$100.00 deposit -) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Memorial Stadium: \$400.00 per day - \$100.00 per night use of stadium lights - \$200.00 deposit - \$1,000,000 Liability Insurance required listing the City as "Additional Insured".

**Rental Guidelines on the above Parks: "NO ALCOHOL PERMITTED ON THE ABOVE LISTED CITY PROPERTIES, "No vehicles allowed in the park, "No tents, poles or signs allowed in the grass area of the parks, "No nails or tape on the gazebo, "All Trash Cans must be emptied by the organizer.**

**Wilson Park Only**  
**828 NE Lake Desoto Circle**  
**Hours of operation 9am-11pm**

Darby Pavilion Only: \$100 daily fee - includes tables and seating for 180 people, trash receptacles, use of restrooms and warming kitchen. - Required Deposits; up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".

**THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS**  
**ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS**

Fire Pit Water Features: includes wood and City Staff to light       10 lighted pits \$200.00       20 lighted pits \$300.00

Electrician: CITY OF LAKE CITY PERSONNEL ONLY       over 110 volts breaker fee \$25.00 per breaker    Number Needed?

Extra Security: Security is required for public/private events with 200+ anticipated attendance or if alcohol will be served. All applications are reviewed by the Lake City Police Department and Security determinations are based on recommendations from that department. Fees are based on a \$25.00 per hour (4 hour minimum) per Officer. Security requirements and costs will be negotiated on a case by case basis. Security fees are paid in advance.

**Staff Use Only**

<p>Approved (All signatures required for approval)</p>	<p>Deposit Amount: <i>0</i></p> <p>Date Due:</p>	<p>Map Attached: D.O.T. Approval:</p> <p>Proof of Insurance:</p>
<p>Denied</p>	<p>Electricity Needed:</p> <p>Electricity Charge:</p>	<p>Road Closures:</p> <p>Parking Lot Closures:</p>
<p>Rental Fee: <i>0</i></p>	<p>Total Received: <i>0</i></p>	<p>Deposit Returned:</p> <p>Date: Amount:</p>

Applicant Signature: *[Signature]* Date: 5/11/22

**Department Approval**

<p>Public Works Official: <i>[Signature]</i></p>	<p>Date: 5-26-22</p>
<p>Police Department Official: <i>[Signature]</i></p>	<p>Date: 5/26/22</p>
<p>DOT Release (if applicable)</p>	<p>Date:</p>
<p>City Manager: <i>[Signature]</i></p>	<p>Date: 5/26/22</p>
<p>City Council:</p>	<p>Date:</p>
<p>CRA Official:</p>	<p>Date:</p>
<p>Recreation Department Official: <i>[Signature]</i></p>	<p>Date: 5/12/22</p>

**Hold Harmless Agreement:** The Contractor, Vendor, or User hereby promises and agrees to indemnify and save harmless the City of Lake City, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor, Vendor, Officers, agents, servants, employees, or other or because of or due to the more existence of the agreement between the parties.

The applicant will supply a "Certificate of Insurance" reflecting minimum coverage of the amount deemed by City Staff per occurrence for bodily injury and property damage. The City of Lake City, 205 North Marion Avenue, Lake City, FL 32055, must be shown as "Additional Insured" which will be noted on the Certificate. The Certificate will indicate that the applicant's insurance policy will not be cancelled without thirty day prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Lake City Recreation Department no later than five (5) calendar days prior to program/event date.

**Copyright Law:** Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under this agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is grounded or fraudulent.

**Certification by Applicant:** I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the Florida State Statute. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or the Fire Chief should any conditions of the application or city ordinance or state statute be violated, I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event.

By filling this application, I and the organization on whose behalf this application is made, contract and agree that we will jointly and severally indemnify and hold the City of Lake City harmless against liability, including court costs and attorney's fees, for trial and on appeal, for any and all claims for damage to property or injury to, or death of, persons arising out of or resulting from the approval of the Special Events application or the conduct of the activity or its participants.

Joseph R. O'Hern  
Licensee Signature

5/11/22  
Date

**LICENSEE CERTIFICATION**

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any approval previously given.

Signature of Applicant: Joseph R. O'Hern Date: 5/11/22

Subscribed and affirmed 5/11/22 By (Print Applicant Name) Joseph O'Hern  
He/she is personally known to me OR has presented Driver License as identification and who did take an oath.

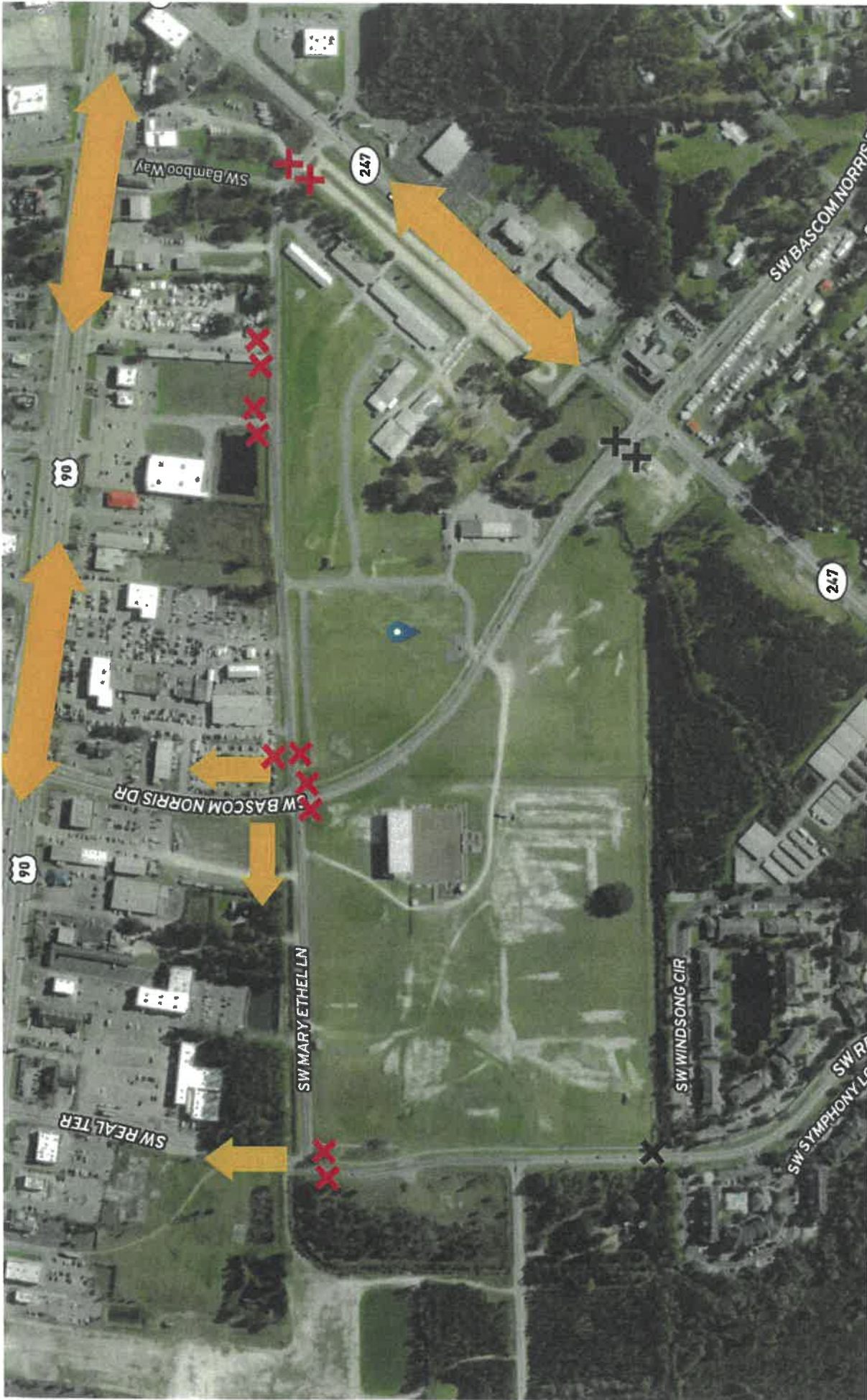
Notary Signature and Seal: MHA  
My commission Expires: 10/28/24



MELISSA HARTLEY  
Notary Public, State of Florida  
My Comm. Expires October 29, 2024  
Commission No. HH 58668

**Americans with Disabilities Act:**  
The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, hold harmless and defend the City of Lake City, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

**The Program/Event will be terminated should licensee cause any violation of Local, State, or City of Lake City Laws and ordinances.**



**City:** SW Real Terrace from SW Mary Ethel Lane to  
SW Symphony Loop

**County:** SW Bascom Norris Dr. from CR 247 to SW Mary Ethel Lane.  
SW Mary Ethel Lane from SW Bascom Norris Drive to CR 247





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2022

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

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

<b>PRODUCER</b> The Wheeler Agency 622 SW Main Blvd  Lake City FL 32025-5708		<b>CONTACT NAME:</b> John Wheeler <b>PHONE (A/C No. Ext):</b> (386) 752-8660 <b>E-MAIL ADDRESS:</b> john@thewheeleragency.com <b>FAX (A/C, No):</b> (386) 752-9802	
<b>INSURED</b> Lake City - Columbia County Chamber of Commerce 162 S Marion Ave  Lake City FL 32025		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ARCH INSURANCE COMPANY  <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

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

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>SPECIAL EVENT LIABILITY</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	SNCGL2982600	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ none PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Contingent Fireworks L \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			SNCGL2982600	06/01/2022	06/01/2023	1,000,000

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

CERTIFICATE HOLDER IS ADDITIONAL INSURED WHEN SUCH STATUS IS REQUIRED BY A WRITTEN AGREEMENT OR PERMIT.

COVERAGE IS LIMITED TO SCHEDULED SPECIAL EVENTS: JULY 4TH FIREWORKS AT COLUMBIA COUNTY FAIR GROUNDS, GATEWAY CRAFT BEER FESTIVAL AT DARBY PAVILLION AND SANTA IN PARK/CHRISTMAS CARDS IN DOWNTOWN LAKE CITY, FL

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF LAKE CITY 205 N MARION AVE  LAKE CITY FL 32055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**File Attachments for Item:**

3. Permit application from George & Warren Foundation, Inc. to hold the Juneteenth Celebration of Freedom Parade on Saturday, June 18, 2022, starting at 6:00 PM. All supporting documents including certificate of insurance have been provided.

## City of Lake City Special Event Checklist

Event: Juneteenth Parade Event Date: June 18, 2022

Contact Name: Vanessa George Phone #: 407-748-1475

*On behalf of the City of Lake City, we thank you for contributing to the spirit and vitality of our City through the staging of your event. If you have any questions, please feel free to contact the Lake City Recreation Department at (386) 758-5427.*

### Supporting Documentation Checklist

- Letter On Letterhead Requesting Use Of Park Or Facility
- Special Event Application
- Hold Harmless Agreement Signed And Notarized
- Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion
- Insurance Documentation
- Temporary Closing and Special Use of State Roads
- Map Indicating Electrical Use At Parks
- Map Indicating Road Closures

***Please mail or drop off the completed application along with the supporting documentation to:***

City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

## City of Lake City

Darby Pavilion

Special Events

### Application

#### Applicant Information

Organization/Applicant Name: **George & Warren Foundation, Inc.**

What is Event For?: **Juneteenth Celebration of Freedom**

Contact Name: **Vanessa George**

Phone: **407-748-1475**

Address: **930 NE. Joe Coney Terrace**

City: **Lake City**

State: **Florida**

ZIP Code: **32055**

Email: **vgeorge1976@hotmail.com**

Facility/Park Requested:

Date Of The Event:  
**June 18, 2022**

Time Requested:

**6:00am - 7:00pm**

Estimated Attendance: **40-50 people**

#### Darby Pavilion Only

Alcohol  YES  NO

Set Up Time

Event Time:

Clean Up Time

#### Parade Information

Line Up Place and Time: **Richardson Community Center at 5:30pm**

Inclement Weather Date:

Anticipated number of vehicles to be used in the parade: **10-20**

Parade Start Time: **6:00pm**

Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route. **Starting on Southeast Aggie Avenue, turn left onto Martin Luther King**

**Drive heading east, turn right onto Center Street for approximately 1/8 of mile until reaching Annie Mattox Park.**

#### Event Information

Will you be collecting admissions/donations of any type at this event?:

Will any items be sold at this event (including food)?:

What kind?:

Are you having other vendors participate in this event?:

Please list:

Is this event open to the public?:

What Activities are planned?:

Will tents be used?:

Will bounce houses be used?:

Will you be serving food?:



Services Requested (Fees Apply)

Security/Crowd Control Requested?:

Clean Up Requested?:

Will you need access to electricity?: If Yes, will you need 20 30 50 Amp Service (please circle one)

Road/Parking Lot Closure Requested?: If Yes, please state (using appropriate names) which streets/parking lots are being requested closed; also submit a map showing all road closures or route;

\*\*Please note clean up, electric, and police presence is an additional fee\*\*

Organization Information

Type of Organization (please circle one)  Not for Profit(must provide 501c3 letter)  For Profit  Individual

Federal ID#: 84-4263085

Tax Exempt #: 85-8018746245C-6

Fee Schedule

**Young's Park:** \$50.00 daily fee - \$25.00 electricity fee – under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

**Olustee Park (Gazebo):** \$100.00 daily fee - \$25.00 electricity fee – under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

**OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO; WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY), AND OTHER SIMILAR USES**

**OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER**

**Teen Town:** \$40.00 per hour usage fee, \$100.00 deposit -) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

**Memorial Stadium:** \$400.00 per day - \$100.00 per night use of stadium lights - \$200.00 deposit - \$1,000,000 Liability Insurance required listing the City as "Additional Insured".

**Rental Guidelines on the above Parks: \*NO ALCOHOL PERMITTED ON THE ABOVE LISTED CITY PROPERTIES, \*No vehicles allowed in the park, \*No tents, poles or signs allowed in the grass area of the parks, \*No nails or tape on the gazebo, \*All Trash Cans must be emptied by the organizer.**

**Wilson Park Only**  
**828 NE Lake Desoto Circle**  
**Hours of operation 9am-11pm**

**Darby Pavilion Only:** \$100 daily fee – includes tables and seating for 160 people, trash receptacles, use of restrooms and warming kitchen. – Required Deposits: up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".

**THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS  
 ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS**

**Fire Pit Water Features:** includes wood and City Staff to light  10 lighted pits \$200.00  20 lighted pits \$300.00

**Electrician:** CITY OF LAKE CITY PERSONNEL ONLY  over 110 volts breaker fee \$25.00 per breaker Number Needed?

**Extra Security:** Security is required for public/private events with 200+ anticipated attendance or if alcohol will be served. All applications are reviewed by the Lake City Police Department and Security determinations are based on recommendations from that department. Fees are based on a \$25.00 per hour (4 hour minimum) per Officer. Security requirements and costs will be negotiated on a case by case basis. Security fees are paid in advance.

3502

**Staff Use Only**

<p><b>Approved</b> (All signatures required for approval)</p>	<p><b>Deposit Amount:</b></p> <p><b>Date Due:</b></p>	<p><b>Map Attached: D.O.T</b> <b>Approval:</b></p> <p><b>Proof of Insurance:</b></p>
<p><b>Denied</b></p>	<p><b>Electricity Needed:</b></p> <p><b>Electricity Charge:</b></p>	<p><b>Road Closures:</b></p> <p><b>Parking Lot Closures:</b></p>
<p><b>Rental Fee:</b></p>	<p><b>Total Received:</b></p>	<p><b>Deposit Returned:</b></p> <p><b>Date:</b>                      <b>Amount:</b></p>

**Applicant Signature:** *Vernice J. Jones*                      **Date:** June 3, 2022

**Department Approval**

<p><b>Public Works Official:</b> <i>Steve Brown</i></p>	<p><b>Date:</b> <i>6/3/2022</i></p>
<p><b>Police Department Official:</b> <i>Andy Miles</i></p>	<p><b>Date:</b> <i>6/3/22</i></p>
<p><b>DOT Release (if applicable)</b></p>	<p><b>Date:</b></p>
<p><b>City Manager:</b></p>	<p><b>Date:</b></p>
<p><b>City Council:</b></p>	<p><b>Date:</b></p>
<p><b>GRA Official:</b></p>	<p><b>Date:</b></p>
<p><b>Recreation Department Official:</b></p>	<p><b>Date:</b></p>

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*Vanessa George*  
Licensee Signature

June 3, 2022

Date

**LICENSEE CERTIFICATION**

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any approval previously given.

Signature of Applicant:

*Vanessa George*

Date:

June 3, 2022

Subscribed and affirmed  By (Print Applicant Name)

Vanessa George

He/she is personally known to me OR has presented

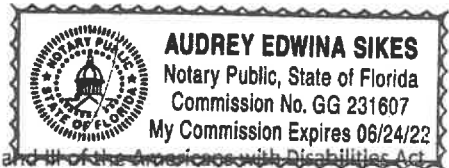
as identification and who did take an oath.

Notary Signature and Seal:

Audrey Edwina Sikes

My commission Expires:

06/24/2022



**Americans with Disabilities Act:**

The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, hold harmless and defend the City of Lake City, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

**The Program/Event will be terminated should licensee cause any violation of Local, State, or City of Lake City Laws and ordinances.**

## **Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion**

### **Pavilion/Park/Gazebo**

- » All rentals are by the day between the hours of 9am – 11pm.
- » All rental times must include deliveries, decorating, rehearsals, set-ups, break-downs and clean-up time.  
(Renter must be cleaned up and out of the pavilion by 12am)
- » Tables must remain within the space of the rented pavilion.
- » The use of rice is not permitted, as it can be harmful to Lake DeSoto wildlife if ingested and is not biodegradable. We recommend the use of rose petals, birdseed, bubbles, or butterflies.
- » Vehicles are not permitted in the park without prior written approval.

### **Pets/People**

- » All pets must be on a leash at all times while in the park.
- » Pet owners accept full responsibility for his/her pet while in the park including cleaning up after them.
- » Because Wilson Park is a public park, visitors may stop and watch your wedding/event.

### **Catering/Food**

- » Leaser's may provide homemade/store bought food, free of charge, to their guests.
- » When hiring a catering company copy of license and registration must be provided.
- » For Public Events only Licensed and Registered Food trucks are permitted to sell food.
- » Grills are **not allowed on the concrete slab** under any circumstances.

### **Decorations**

- » All decorations must be free standing. Decorations cannot be glued, taped, nailed, stapled (or any other way that will leave a residual mark) to any wall, pillar or table. Decorations cannot be suspended or hung from the ceiling. Hardware has been installed at strategic spots throughout the pavilion to allow for proper access for suspending decorations.
- » Renters shall be responsible for any outside vendors that they hire.

### **Janitorial**

- » The City staff will provide **general** cleaning of the rental area before and after the event.
- » The renter is responsible for the clean-up of the area rented. Clean-up must be completed within the rental time frame. The cleaning of the facility is the responsibility of the person signing the rental agreement. You must leave the pavilion as you found it.
- » Renter shall be responsible for the removal of any and all food, beverages, dishes, trash etc. from the building/park.
- » Any cost incurred by the City for excessive trash, decoration removal and/or cleaning shall be charged directly to the renter.

### **Security Deposit**

- » This fee is refundable provided there is no damage or outstanding fees owed.
- » All refunds will be in the form of a check 2-3 weeks after your event. It will be mailed to the contact person and mailing address provided on this application unless otherwise noted.

### **Cancellations**

- » **Refunds will not be issued for inclement weather or cancelations.** This is an outdoor facility with covering inclement weather needs to be considered when renting this facility.

**General Provisions**

- » Event reservations are on a first come – first serve basis. **A Reservation is not confirmed until the rental fee and full amount of security deposit is received.**
- » Area is rented as is. We do not rent or set-up any items.
- » Amplifiers, band equipment and or instruments are permitted.
- » Use of personal fireworks is prohibited.
- » Glass bottles or containers are permitted for serving purposes ONLY. Plastic or aluminum containers are required for all drinks and food.
- » Renter shall not leave rented or personal equipment in City park overnight.
- » The renter is liable for any and all damages incurred during the use of the area rented.

Failure to abide by the above stated guidelines may result in termination of rental and be grounds for any future rentals. The City of Lake City reserves the right to terminate any event if it is deemed that a violation has occurred. Should an event extend beyond the approved time, a fee of \$25.00 per ½ hour will be assessed and deducted from the security deposit. Any minute past the ½ hour mark will be rounded up to the next ½ hour for purposes of calculating the late fee.

This facility is located in a public park which is open to the general public. By renting this facility, you agree and understand that the actions of a 3<sup>rd</sup> party (of the general public) accessing or using the park cannot be controlled by the City. By renting this facility, you agree and understand that the City will not be responsible for any actions of the general public during your rental, financially or otherwise. Examples shall include, but not limited to; interruptions in events; loud music or weather interference.

In consideration of the City of Lake City, hereinafter referred to as the "City", permitting the undersigned to lease, rent or use the property described as 828 NE Lake DeSoto Circle, Lake City, FL 32055, hereinafter referred to as the "Property" on the above requested date. The undersigned has agreed and does hereby agree to indemnify, save and hold harmless the City and their employees for loss of or damage to the property and from any and all liability for damages or injuries, or claims for damages or injuries, to any person or property suffered while on or arising during the use of the property and pay to the City, upon demand, all damages, costs, expenses and Attorney's fees that the City may sustain, or become liable or answerable for, or shall pay, upon or in consequence of the use of the property by the undersigned, individually, or by the employees, licensees, guests members and invitees of the undersigned or by any other person with the consent of the undersigned.

I have read, understand and agree to abide by all policies/procedures and general provisions as outlined above.

Signature: 

Date: June 3, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/03/2022

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<b>PRODUCER</b> R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602		<b>CONTACT NAME:</b> Robert V. Nuccio <b>PHONE (A/C No. Ext.):</b> (800) 364-2433 <b>FAX (A/C. No.):</b> (818) 980-1595 <b>E-MAIL ADDRESS:</b> support@rvnuccio.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : The American Insurance Company	<b>NAIC #</b> 21857
<b>INSURED</b> George & Warren Foundation 930 NE Joe Coney Terr Lake City , FL 32055		<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	XXC80514929 NAEP101382	6/18/2022	06/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 50,000 MEDICAL EXPENSE \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Additional Insured: City of Lake City  
205 N Marion Ave  
Lake City, FL 32055 as additional insured.

<b>CERTIFICATE HOLDER</b> City of Lake City 205 N. Marion Ave Lake City , FL 32055	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Robert V. Nuccio
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ACORD 25 (2016/03)

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**File Attachments for Item:**

4. City Council Ordinance No. 2022-2224 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new section number 86-110.17 to Article III, Chapter 86, which provides for the permanent vacating of portion of the right of way for Parcels 02465-106, 02465-107, and 02465-115, as identified by the parcel identification number assigned by the Property Appraiser's Office; all of said lots being located in the Stonegate Park Subdivision as recorded on a plat thereof and recorded in Plat Book 7, Pages 61 and 62, of the public records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

**Passed on first reading 5/16/2022**



**ORDINANCE NO. 2022-2224**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.17 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT VACATING OF PORTIONS OF THE RIGHT OF WAY FOR PARCELS 02465-106, 02465-107, AND 02465-115, AS IDENTIFIED BY THE PARCEL IDENTIFICATION NUMBER ASSIGNED BY THE PROPERTY APPRAISER'S OFFICE; ALL OF SAID LOTS BEING LOCATED IN THE STONEGATE PARK SUBDIVISION AS RECORDED ON A PLAT THEREOF AND RECORDED IN PLAT BOOK 7, PAGES 61 AND 62, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to close, vacate, and abandon portions of the right of way for Parcels lying between Lot 5 and Lot 6, and also between Lot 6 and Lot 7, all of said Lots being located in the Stonegate Park Subdivision as recorded on a Plat thereof and recorded in Plat Book 7, Pages 61 and 62, of the Public Records of Columbia County, Florida (hereinafter the "Vacated Property") and further identified in the Property Description attached hereto as "Exhibit A"; and

**WHEREAS**, the City finds that the Vacated Property is not vital to the City; and

**WHEREAS**, the City finds that it is in the best interests of the City and its citizens to vacate the Vacated Property to improve the business area of the City.

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

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

**Section 2.** The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.17 which section reads as follows:

**Section 86-110.17** VACATING PORTIONS OF THE RIGHT OF WAY LOCATED BETWEEN LOT 6 (PARCEL 34-3S-16-02465-106) AND LOT 7 (34-3S-16-02465-107), AND ALSO BETWEEN LOT 7 (PARCEL 34-3S- 02465-107) AND LOT 15 (PARCEL 34-3S-16-02465-115), ALL OF SAID LOTS BEING LOCATED IN THE STONEGATE PARK SUBDIVISION AS RECORDED ON A PLAT THEREOF AND RECORDED IN PLAT BOOK 7, PAGES 61 AND 62, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

**Section 3.** The City finds the Vacated Utility Easements to be surplus to its needs and that it is in the public interest to vacate the Utility Easements.

**Section 4.** The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the Vacated Utility Easement to its centerline.

**Section 5.** Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 6.** Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 7.** Codification. It is the intention of the City Council of the City of Lake, City, Florida, that the provisions of this ordinance shall become and be made part of the Code of the City of Lake City, Florida.

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

**Section 8.** Effective Date. This ordinance shall become effective upon adoption.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**NOTICE PUBLISHED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED AND ADOPTED** on the second and final reading this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

## **EXHIBIT A**

### PROPERTY DESCRIPTION:

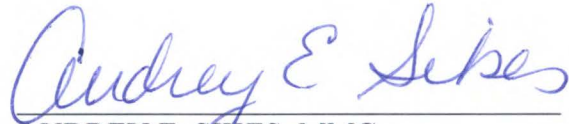
COMMENCE AT THE NORTHEAST CORNER OF LOT 6 OF "STONEGATE PARK" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE(S) 61 AND 62 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA AND RUN S.76°50'47"W., ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 31.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.76°50'47"W., 4.33 FEET; THENCE S.12°24'10"W., 82.18 FEET; THENCE S.07°47'51"W., 218.53 FEET; THENCE S.64°11'20"E., 18.72 FEET; THENCE N.06°27'53"E., 307.87 FEET TO THE POINT OF BEGINNING.

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

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

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

7. Discussion and Possible Action - City Manager Position - Renee Narloch, President of S. Renee Narloch & Associates will participate via Zoom

## Sikes, Audrey

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**From:** S. Renee Narloch <reeneen@srnsearch.com>  
**Sent:** Friday, June 3, 2022 12:52 PM  
**To:** Witt, Stephen; Hill, Jake; Jefferson, Eugene; Sampson, Todd  
**Cc:** Sikes, Audrey  
**Subject:** Update - City Manager Search  
**Attachments:** City of Lake City Recommended Candidates Booklet.pdf

Mayor Witt and Councilmembers:

To date, we have received a total of approximately 50 applications for the City Manager position. In preparation for our meeting Monday evening, we are forwarding the resumes of three individuals for further consideration. You may recall, we mentioned two of these in our previous session; the third applied after our meeting. We have conducted preliminary interviews with all three and look forward to sharing details with you at our meeting.

As always, if you have questions, please let us know.

Regards,  
Renée

S. Renée Narloch, *President*  
2910 Kerry Forest Pkwy D4-242  
Tallahassee, FL 32309  
850.391.0000 | [www.srnsearch.com](http://www.srnsearch.com)



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**CITY OF LAKE CITY, FL  
CITY MANAGER**

**RECOMMENDED CANDIDATES**

**June 2022**



**CITY OF LAKE CITY, FL  
CITY MANAGER**

**RECOMMENDED CANDIDATES**

**John T. Hannah**

General Manager, West Jackson County Utility District, Ocean Springs, MS

**Andrew Hyatt**

Town Manager, Town of Surfside, FL

**Mel Smigielski**

Former City Manager, City of DeFuniak Springs, FL

## ANDREW HYATT

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12 Ponte Vedra Court, Unit B, Ponte Vedra Beach, FL 32082, Phone (904) 609-6477

Email aehyatt59@gmail.com

### PROFESSIONAL EXPERIENCE

- 2020 - present     **Town of Surfside, FL**  
Town Manager
- 2019 - 2020     **K9s For Warriors, TX**  
Texas State Director
- 2015 - 2019     **City of Neptune Beach, FL**  
City Manager
- 2013 - 2015     **City of East Ridge, TN**  
City Manager
- 2010 - 2013     **City of Fairview, TN**  
City Manager
- 2007 - 2009     **City of Etowah, TN**  
City Manager
- 2004 - 2007     **City of Deerfield Beach – Planning and Growth Management  
Department, FL**  
Community Development Manager
- 2002 - 2004     **Gober Enterprises, FL**  
Sales Consultant
- 2000 - 2002     **City of Jacksonville – Parks and Recreation Department, FL**  
Senior Administrative Assistant, Human Resources
- 1994 - 1996     **South Aiken Christian School, SC**  
Administrator

### EDUCATION

- 2000     M.P.A., University of Tennessee, Chattanooga, TN
- 1989     B.S., Political Science: Public Administration, University of Tennessee,  
Chattanooga, TN

## **ANDREW E. HYATT**

12 Ponte Vedra Court, Unit B  
Ponte Vedra Beach, Florida 32082  
Telephone: 904.609.6477  
Email: aehyatt59@gmail.com

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### **OBJECTIVE**

**Developing, Managing & Monitoring Programs That Move Initiatives Forward for Government & Non-Profit Organizations**

### **CAREER PROFILE**

Track record of accomplishments during 20-year career in government and non-profit. Sharp understanding of government budget management/accounting, government procurement and contract management, and public policy. Proactive professional, effective in communicating and building relationships with all intermediaries – government officials, corporations, interest groups, citizens, colleagues, staff, and management. Politically sensitive practitioner of principal-centered leadership and strong proponent of an empowerment management style. Master of Public Administration.

### **Core Competencies**

- **Crisis Management**
- **Budgeting & Financial Oversight**
- **Strategic Planning & Goal Setting**
- **Policy & Procedure Development**
- **Government Relations (Federal, State & Local)**
- **Grant Development & Funding**
- **Reports, Position Papers & Publications**
- **Legislative Affairs**
- **Human Resource Management**
- **Employee Hiring, Training & Mentoring**

### **GOVERNMENT EXPERIENCE**

#### **Town Manager TOWN OF SURFSIDE**

9293 Harding Avenue  
Surfside, Florida 33154  
Supervisor: Town Commission (305.861.4863)

NOV 2020 to present  
50 hours per week

Chief Administrative Officer in charge of managing a full-service beachfront municipality. Responsible for the day-to day town-wide operations with a permanent population of approximately 5,900 with 109 employees, operating budget of \$16.4 million and eleven (11) separate funds totaling over \$13.4 million. Prepare budget and business plan for coordination of policy development, planning and implementation of Town goals and objectives; policies and procedures for providing Town services; management and analysis of programs and services. Represented the Town to business organizations, civic associations, developers, other governmental entities and the public. Develop programs for grant applications and provide policy recommendations to the Town Commission. Interact and build partnerships with local/state/federal elected officials and maintain involvement in government.

### **Accomplishments**

- Led our Crisis Management Team during the Champlain Towers South building collapse in Surfside - 2021
- Review and update all job descriptions
- Implemented changes and upgrades to the Building Department, which include hiring a certified Building Official, redesign of the front office to make it more customer friendly
- Successful in obtaining funding in the amount of \$2,000,000 for the Abbott Avenue drainage project – 2021
- New General Engineering Consultants (GEC) and continuing service agreements. Eight (8) engineering firms were procured via RFQ and continuing service agreements were negotiated and approved by the Commission,
- 96<sup>th</sup> Street Park Project, conducted Two (2) virtual public outreach meetings, an in-person event and two (2) surveys completed or in-progress. The Design Team has analyzed the community feedback and has prepared the Schematic Design for the project
- Undergrounding Utilities Contracted with a consultant to manage the \$37 million process. Worked with FPL, AT&T, Atlantic Broadband, Hot Wire for location of their service line underground

## **NON-PROFIT EXPERIENCE**

**Texas State Director  
K9s FOR WARRIORS**

4710 State Highway 151  
San Antonio, Texas 78227  
Supervisor: Patty Dodson – Chief of Staff (904.686.1956)

JUN 2019 to MAR 2020  
50 Hours per week

Plan and coordinate all development and community engagement activities. Develop and grow community relationships with donors, volunteers, community organizations or representatives. Build relationships with community stakeholders to advance the mission. Coordinate with the Development team by, researching funding opportunities, compiling donor information and assisting with grant writing and applications to gain sponsorship and donations and managing volunteers. Oversee Kennel Operations Manager and staff (including hiring full and part time kennel assistants). Participate in special projects and take on additional tasks as requested. Maintain good communication with kennel staff and management. Maintain good working relationships with all kennel and organization employees.

## **GOVERNMENT EXPERIENCE**

**City Manager  
CITY OF NEPTUNE BEACH**

116 First Street  
Neptune Beach, Florida 32266  
Supervisor: City Council (904.270.2400)

JUL 2015 to JUN 2019  
50 hours/week

Chief Administrative Officer in charge of managing a full-service beachfront municipality. Responsible for the day-to-day city-wide operations with a permanent population of approximately 7,200 with 75 employees, operating budget of \$5.3 million and fifteen (15) separate funds totaling over \$12 million. Prepare budget and business plan for coordination of policy development, planning and implementation of City goals and objectives; policies and procedures for providing City services; management and analysis of programs and services. Represented the City to business organizations, civic associations, developers, other governmental entities and the public. Develop programs for grant applications and provide policy recommendations to the City Council. Interact and build partnerships with local/state/federal elected officials and maintain involvement in government, outside group, and private industry discussions on issues involving the City.

### **Accomplishments**

- Successful in saving dollars by utilizing staff for projects like installing new sidewalks, parking spaces without going through the RFP process
- Restructured top tier of Police Department
- Successfully negotiated the Bargaining Agreements with the FOP and Local 630 Employee Union.
- Developed a plan to create additional parking spaces in the Town Center
- Negotiated a new Solid Waste contract with Waste Pro
- Restructured organizational chart to include Deputy City Manager, Deputy Director, Commanders without adding additional positions
- Prepare five (5) year strategic plan
- Developed Park Master Plan
- Completed construction on a community building
- Successful in several grants for the park and infrastructure.
- Developed Goals, Objectives and Performance Measures for each department to better track the progress of the departments and to assist in the evaluation of each employee.
- Resolved Tipping Fee issue with the City of Jacksonville, along with the City Attorney
- Established a format for evaluating each employee annually to include performance measures. Annual evaluations take place September
- Developed the following policies: Whistleblower, Compensatory Time, Internal Control, Cell Phone, Ethics, Take Home Vehicle, Computer/Internet Use, Cell Phone Use, Merit Increase, Social Media, Tobacco Use
- Worked with staff in preparation of and clean up of Hurricane Matthew and Hurricane Irma

**City Manager**  
**CITY OF EAST RIDGE**  
1517 Tombras Avenue  
East Ridge, Tennessee 37412  
Supervisor: City Council (423.867.7711)

OCT 2013 to JUN 2015  
50 hours/week

Chief Administrative Officer in charge of managing a full-service municipality. Prepare budget and business plan which included goals and objectives, develop programs for grant applications, and provide policy recommendations to the City Council. Gather data from various sources to be included in position papers in response to the Councilman's request for information on sensitive issues. Interact and build partnerships with local/federal elected officials and maintain involvement in government, outside group, and private industry discussions on controversial issues.

#### **Accomplishments**

- Successful in negotiations with Developer for the Jordan Crossing development to include a Bass Pro store.
- Successful in negotiations with Developer for a Wal-Mart Neighborhood store.
- Received Local Parks and Recreation Fund grant for playground.
- Implemented Border Region Legislation.
- Created an effective communication tool by preparing a monthly publication to the Council regarding organizational progress and upcoming projects and concerns.
- Implemented a merit-based Performance Measures evaluation program.
- Recruited and hired a Police Chief, Fire Chief and City Treasurer.
- Reviewed and rewrote City Employee Handbook.
- Revived Industrial Development Board (IDB).
- Developed inventory for leasable/for sale/or sale-lease space.
- Instituted a Pay Plan which includes Grades and steps for budgeting purposes.
- Oversee multiple projects throughout the city to include Economic Development/Redevelopment, Parks & Recreation, Paving/Resurfacing, Traffic light installation.
- Project Manager for relocation of a Fire Station.

**City Manager**  
**CITY OF FAIRVIEW**  
7100 City Center Way  
Fairview, Tennessee 37062  
Supervisor: Board of Commissioners (615.387.6084)

JAN 2010 to OCT 2013  
50 hours/week

Chief Administrative Officer in charge of managing a full-service municipality. Prepare budget and strategic plan, oversee development of programs for grant applications, and provide policy recommendations to the City Commission. Gather data from various sources to be included in position papers in response to the Commissioner's request for information on sensitive issues. Interact and build partnerships with local/federal elected officials and maintain involvement in government, outside group, and private industry discussions on controversial issues.

#### **Accomplishments**

- Prepared Five-Year Strategic Plan.
- Received a Local Parks & Recreation Fund grant for a Greenway Project.
- Received funding for Safe Routes to Schools sidewalk project.
- Received funding from MPO Active Transportation Program for resurfacing.
- Met with and prepared communications to U.S. Senators and Congress on policy issues (e.g., economic/community development, funding sources). Brief elected officials on policy impact of appropriations.
- Consistently meet 24 to 48-hour deadlines for information on issues from prospective industries/businesses requiring utility and tax information.
- Reduced tax rate by 7.5% in FY 2012.
- Instrumental in establishing Economic Task Force.
- Spearheaded project management efforts for design of 1,046-acre office/industrial park.
- Successful in negotiations with landowner and Wal-Mart for construction of the Fairview Super Center.

**City Manager  
CITY OF ETOWAH**

701 Tennessee Avenue  
Etowah, Tennessee 37331  
Supervisor: Board of Commissioners (423.263.2202)

OCT 2007 to DEC 2009  
50 hours/week

Chief Administrative Officer in charge of managing a full-service municipality. Prepare budget and 5-year strategic plan, develop programs for grant applications, and provide policy recommendations to the City Commission. Gather data from various sources to be included in position papers in response to the Commissioner's request for information on sensitive issues. Interact and build partnerships with local/federal elected officials and maintain involvement in government, outside group, and private industry discussions on controversial issues.

Member of Executive Committee of McMinn County Economic Development Authority, Director of the Emergency Operations Center, and Project Manager for 2 renovation projects – Streetscape and Community Center. Oversee Finance, HR, Building Inspection, Zoning, Code Enforcement, Fire, Police, Parks & Recreation, Purchasing, and Library. Departments. Educate, develop, train, and mentor staff. Develop and implement programs based on new or revised laws/regulations.

**Accomplishments**

- Prepared standard operating procedures manuals for each position in the city with all necessary components (e.g., City Mission, Department Mission, Position Purpose, Employee Evaluations/Training, Organizational Charts, etc.); actively involved in analyzing and revising SOPs and operational policies as necessary.
- Prepared first balanced budget (FY10) in eleven years, since FY00.
- Generated total cost savings of over \$90K by creating temporary concrete finisher and carpenter positions.
- Delivered cost savings of over \$5K annually by leasing a vehicle for City travel – reducing the number of claims for mileage reimbursement and \$400 car allowance for City Manager.
- Received grant for a Wellness Center and obtained a \$75K, 3-year grant for hiring a Recreation Director – representing a cost savings of \$50K over 2 years for the City.
- Reduced overtime 67.17% in 1 fiscal year.
- Created an effective communication tool by preparing a monthly publication to the Commissioners regarding organizational progress and upcoming projects and concerns.
- Empowered staff to implement changes within the organization by including them in executive decisions.
- Strengthened employee performance and morale; emphasized the importance of immediate and constant feedback to employees and investigated employees' complaints/concerns with the highest attention to detail.
- Met with and prepared communications to U.S. Senators and Congress on policy issues (e.g., economic/community development, funding sources). Briefed elected officials on policy impact of appropriation.
- Briefed Commissioner on a pending sale of a county-owned hospital to private investors; sale of the hospital was successful and is proving to be a beneficial deal for the community.
- Consistently met 24 to 48-hour deadlines for information on issues from prospective industries/businesses requiring utility and tax information.

**Community Development Manager  
CITY OF DEERFIELD BEACH – PLANNING AND GROWTH MANAGEMENT DEPT.**

150 SE Second Avenue  
Deerfield Beach, Florida 33441  
Supervisor: Jerry Ferguson, Director (954.480.4211)

MAR 2004 to OCT 2007  
45 hours/week

Managed a diverse range of initiatives for this beachfront community, including fiscal analysis, program budgeting, and economic development functions. Provided fiscal oversight for grant funded programs and produced information on grant opportunities and programs to management, other organizations, and City Commission. Provided Commissioners with information on HUD and State Housing Initiative Partnership programs to answer constituent concerns. Represented the City Manager and Director of Planning on boards, commissions, and committees. Team leader in preparing short/long-term goals, and key member of the management staff and liaison for citizen advisory boards; brainstormed with management team on issues affecting the community. Supervised and evaluated the performance of a 4-person staff. Member of Emergency Operations Center team and member of the Hurricane Emergency Preparedness team. Interfaced with federal, state, and local officials.

### Accomplishments

- Delivered savings of over \$20K in consulting fees for the City by taking the initiative to author its 5-year (2005-2009) Consolidated Action Plan.
- Initiated, obtained, managed and administered federal, state, and county grants for programs/projects, including Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP), and First Time Homebuyer/Home Rehab programs.
- Grew the number of first-time homebuyer recipients over 400% in 1 year.
- Increased minor home repair recipients over 600% in 1 year.
- Increased productivity and reduced time spent on a waiting list from 2 years to 12 weeks by restructuring the division and assigning specific duties.
- Allowed a free flow of space, created atmosphere of cooperation and teamwork, and reduced application/waiting period by 40% through spearheading a reorganization of the office.
- Acted as a liaison between City Manager's office and community members affected by proposed programs.

#### Sales Consultant GOBER ENTERPRISES

7501 Philips Highway  
Jacksonville, Florida 32256  
Supervisor: Rob Walker, Owner (904.296.1356)

JUL 2002 to MAR 2004  
45 hours/week

Provide consultation and sales presentations to homeowner's and businesses throughout Northeast Florida. Prepare production orders and follow up with production progress. Interact with manufacturing personnel on production of shutters and blinds. Prepare quarterly sales projections.

#### Senior Administrative Assistant, Human Resources CITY OF JACKSONVILLE – PARKS AND RECREATION DEPT.

117 West Duval Street  
Jacksonville, Florida 32202  
Supervisor: Debra Igou, Director (904.630.1287)

APR 2000 to JUN 2002  
45 hours/week

Drove HR initiatives that had a tremendous impact on improving organizational performance. Handled primary HR functions, including personnel, payroll, permitting, purchasing, employee relations, training, EO/EA, ethics, permitting, budget/cost control, employee evaluations, Adopt-A-Park Program, and citizen communications. Implemented, analyzed, and evaluated program effectiveness on an ongoing basis.

Incorporated laws related to Ethics, EEO, ADA, and Sexual Harassment into the organization through staff education and training. Performed contract administrative functions, including the monitoring of bids to ensure adherence to contract requirements. Participated in various committees (e.g., Training, EEO, Employee Satisfaction, Ethics); Sterling Quality Award team member for the City of Jacksonville.

### Accomplishments

- Played a key role in improving the City into a quality organization. Worked on the Sterling Quality Human Resources Team while the city competed for the Sterling Quality Award; advised senior staff on necessary changes.
- Saved the city over \$5K annually by implementing a paperless format system for tracking evaluations, discipline, leave time, and training for all employees' department-wide.
- Formulated ethics policy for the entire city (including elected officials) affecting over 8500 employees.
- Prepared new employees for success by creating an evaluation document that was adopted by the Sterling Quality team to be used as a communication tool during new employees' 6-month probation period.
- Secured funding for City projects by interfacing and forming partnerships with local/federal government officials.
- Enabled management to execute informed hiring decisions by compiling and presenting thorough information on potential candidates.

**Administrator**  
**SOUTH AIKEN CHRISTIAN SCHOOL**  
980 Dougherty Road  
Aiken, South Carolina 29803  
Supervisor: School Board (803.648.7871)

JUN 1994 to DEC 1996  
45 hours/week

**ADDITIONAL EXPERIENCE**

CITY OF CLEVELAND, TN/UNIVERSITY OF TENNESSEE AT CHATTANOOGA, TN (AUG 1998 to MAR 2000)

- Graduate Assistant (AUG 1998 to DEC 1999) University of Tennessee at Chattanooga
- County Planning (JUL 1999 to DEC 1999) Bradley County, Tennessee
- City Manager’s Office (JAN 2000 to MAR 2000) City of Cleveland, Tennessee
- Conducted research for tenured professors, assisted in annual budget and capital improvement projects; prepared 2020 growth plan.

PRIVATE INDUSTRY (1979– 1994)

CARLISLE GEAUGA COMPANY (Injection and Blow Molding) Trenton, SC  
PILLOWTEX (Textiles) Dallas, TX  
INTERFACE, INC (Textiles) LaGrange, GA  
MILLIKEN & COMPANY (Textiles) LaGrange, GA  
WEST BUILDING MATERIALS, (Building Materials) Cleveland, TN  
SCHERING PLOUGH, INC, (Pharmaceuticals) Cleveland, TN

**EDUCATION**

UNIVERSITY OF TENNESSEE AT CHATTANOOGA, TENNESSEE  
Master of Public Administration  
Bachelor of Science, Political Science: Public Administration

CLEVELAND STATE COMMUNITY COLLEGE, CLEVELAND, TENNESSEE  
Associate of Applied Science, Business Management

**MEMBERSHIPS**

- International City Manager Association (Member since 1998)
- Tennessee City Manager Association (Member 2007 – 2015)
- Florida City/County Manager Association (Member since July 2015)
- Beaches Chamber of Commerce Board of Directors (Member July 2015 - June 2019)

**ADDITIONAL CERTIFICATIONS**

ICMA Credentialed City Manager January 2019  
National Incident Management System (NIMS) Certified



Andrew E. Hyatt  
12 Ponte Vedra Court, Unit B  
Ponte Vedra Beach, Florida 32082

May 1, 2022

Ms. S. Renee Narloch  
President  
S. Renee Narloch & Associates  
2910 Kerry Forest Parkway D4-242  
Tallahassee, Florida 32309

Ref: City Manager – City of Lake City

Dear Ms. Narloch,

This letter will serve as a formal request for consideration to join the City of Lake City as City Manager. Currently I am the Town Manager for the Town of Surfside, Florida. Prior to my current position, I was the Texas State Director for K9s For Warriors located in San Antonio. Previous positions have included, City Manager of Neptune Beach (FL), City Manager of East Ridge (TN), City Manager of Fairview (TN), City Manager of Etowah (TN), Community Development Manager of Deerfield Beach (FL) and Senior Administrative Assistant for the City of Jacksonville (FL).

I have had a myriad of responsibilities including City Administration, Economic Development, Human Resources, Customer Service, Equal Employment Opportunity, Ethics, Disciplinary Review/Actions, Purchasing, Payroll, Benefits, Civil Service Rules Review Committee and other responsibilities. I have worked within a Civil Service system, represented by the American Federation of State, County, and Municipal Employees (AFSCME) union and hired more than 500 seasonal workers. I have either managed or assisted in managing budgets as little as \$750,000 and more than \$23 million; and had the unique distinction of working in a city with one of the largest parks system in the United States.

In 2011, I was instrumental in the initial investment by the City of East Ridge into the Border Region Retail Tourism Development District (Act). The Border Region Act is designed to keep sales tax dollars in the State, not “leak out” to bordering states, and therefore, makes the city more competitive for new development within the Border Region District. The city can be reimbursed for the cost of financial incentives by receiving a portion of the state’s share of increased sales tax revenue. That initial investment of \$4 million was for infrastructure improvements to developers who then brought in a Bass Pro Shop.

Additionally, I have developed Strategic and Business Plans. As Community Development Manager in Deerfield Beach, I brought the preparation of the five-year master plan for community development, resulting in a streamlined process for the Target Area of the city utilizing federal and state funding. By simplifying the process, we became more customer focused, this allowed for detailed input from the local target community.

Throughout my career, I have focused on making a difference as a public administrator. Through my government experience, I feel I have developed a balanced and objective approach to municipal management. As you can see on my resume, I have tried to continually improve professionally. As part of that process I returned to graduate school at the University of Tennessee at Chattanooga to obtain my Master of Public Administration degree. I have also obtained the required certification by National Incident Management System (NIMS).

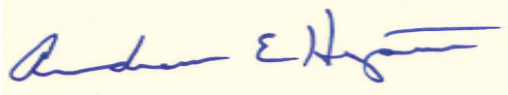
Recently, I was leading our Crisis Management Team during the Champlain Towers South building collapse in Surfside, on June 24, 2021. Working side by side with Search and Rescue Teams from around the world as well as with my team. I also worked together with representatives from Federal, State and Local governments, to include Miami-Dade County (Fire & Rescue, Police, Mayors Office), other municipalities in South Florida and across the state. This was a true test of my leadership skills during a catastrophe. My experience with Crisis Management and Emergency Management was put to the test. I was able to call on my training and experience in National Incident Management System (NIMS) training as we conducted the search and rescue effort.

I am a visionary and the type of manager that does not involve himself in the political arena, choosing instead to focus on making the city the most efficient, effective, results oriented and quality municipal government in America. I am a public servant and to that end I work to strengthen the organization and to lead by example. I subscribe to the team approach to problem-solving and work hard at team building. In addition, I am a hands-on manager who is capable of multi-tasking to get the work accomplished.

With over twenty-five (25) years of highly responsible management and leadership experience in both the private and public sector; over seventeen (17) years have been in municipal government, and more than twelve (12) years as City Manager. My education includes a Master's Degree in Public Administration, a Bachelor's Degree in Political Science: Public Administration and an Associate of Applied Science Degree in General Business. I possess excellent oral and written communication skills as well as strong computer skills. I would like the opportunity to discuss further with you my qualifications for possible employment.

Thank you for your consideration. I feel my experience and qualifications make me an excellent candidate for City Manager of Lake City. I look forward to speaking with you soon to discuss this opportunity. I can be contacted at **904-609-6477** or via email at [ahyatt59@gmail.com](mailto:ahyatt59@gmail.com).

Respectfully,



Andrew E. Hyatt

# JOHN T. HANNAH, P.E.

---

3053 Rue Michelle, Diberville, MS 39540, Phone (864) 979-2306

Email JTHkkae@gmail.com

## PROFESSIONAL EXPERIENCE

- 2012 - present      **West Jackson County Utility District**, Ocean Springs, MS  
General Manager
- 2002 - 2012        **JTH Associates LLC**, Greenville, SC  
Owner/Principal Engineer
- 1995 - 2002        **BP Barber & Associates, Inc. (now URS, Inc.)**, Columbia, SC  
Senior Project Manager
- 1994 - 1995        **O'Neal, Inc.**, Greenville, SC  
Civil Department Manager
- 1989 - 1994        **Williams Engineering (now Keck & Wood, Inc.)**, Rock Hill, SC  
Senior Project Manager
- 1985 - 1989        **Ballentine Associates PA**, Chapel Hill, NC  
Project Engineer

## EDUCATION

- 1998                Master of Engineering, Civil Engineering (Water Resources), University of South Carolina – Columbia, SC
- 1985                Bachelor of Science, Civil Engineering, North Carolina State University, NC

**John T. Hannah, P.E.**

3053 Rue Michelle

Diberville, MS 39540

<https://www.linkedin.com/in/john-hannah-87263424/>

JTHkkae@gmail.com

(864) 979-2306

- Registrations** North Carolina PE Registration No. 15803  
Mississippi PE Registration No. 26124  
National Council of Engineering Examiners No. 13341
- Professional Affiliations** American Water Works Association  
Water Environment Federation
- Education** Master of Engineering, Civil Engineering (Water Resources), 1998, USC-Columbia  
Bachelor of Science, Civil Engineering, 1985, North Carolina State University
- Professional Experience** Public Water & Wastewater
- Valuation & purchase of private utility systems
  - Intergovernmental agreements for water service
  - Surface water development and treatment
  - Groundwater development and treatment
  - Water distribution, storage and pumping systems
  - Sludge handling
  - Stand-alone fire protection systems
  - Electrical load control for energy savings
  - Hydraulic network computer simulations including EPS
  - Raw water intake studies including FERC applications
  - FEMA Emergency Preparedness Planning
  - NIMMS Certifications in Infrastructure Disaster Management
  - FEMA Certifications Courses 100c, 200c, 700b, 800c.
  - FEMA Certification Courses G300-G400 and 343.
  - Inter-governmental agreements for sewer service and purchase
  - Valuation & public agency purchase of existing private sewer systems
  - Biological treatment systems including nutrient removal
  - Gravity collection, pump stations and low-pressure systems
  - Sludge disposal systems including dewatering, composting & land application
  - Evaluations for categorical and significant industrial users & headworks allocation
  - Gravity sanitary sewer rehab projects
  - Sludge handling including dewatering, composting and land application
- Streets, Drainage & Hydrology
- Regional stormwater studies, design and permitting
  - Wetlands delineations, floodway mapping amendments
  - Highway corridor studies, traffic studies
  - Highway and local street design
- Other
- Land planning (also served as a commissioner on 1)Planning & Zoning Commission, 2)International Airport Environs Commission 3)Commission & Board of Zoning Appeals
  - Land acquisition
  - Industrial site assessments
  - Private development (residential, commercial)
  - Rate studies, capacity fees
  - Budgets, Debt Service, Bond Issues,
  - Asset Management, GIS/GPS, Surveying

**Employment History** **July 2012 – Current**

*General Manager, West Jackson County Utility District  
Ocean Springs, MS 39564*

*Duties & Responsibilities: Management of public water and wastewater system including a 32 member staff, 8,000 customers, \$10 MM annual operating budget and \$30MM capital projects.*

**2002 – 2012**

*Owner/Principal Engineer, JTH Associates, LLC  
Greenville, SC 29615*

*Duties & Responsibilities: Firm providing engineering services for municipalities, counties and special purpose districts with a 10 member staff and annual \$1 MM gross revenue.*

**1995 – 2002**

*Senior Project Manager, BP Barber & Associates, Inc. (now URS, Inc.)  
Columbia, SC 29201*

*Duties & Responsibilities: Engineering services for municipalities and special purpose districts for systems up to 100,000 customers*

**1994 – 1995**

*Civil Department Manager, O'Neal, Inc.  
Greenville, SC 29607*

*Duties & Responsibilities: Department Manager for all civil engineering operations for 300 employee engineering firm providing full service engineering for industrial clients nationally.*

**1989 – 1994**

*Senior Project Manager, Williams Engineering (now Keck & Wood, Inc.)  
Rock Hill, SC 29730*

*Duties & Responsibilities: Engineering services for municipalities and special purpose districts for systems of up to 50,000 customers*

**1985 – 1989**

*Project Engineer, Ballentine Associates, PA  
Chapel Hill, NC 27514*

*Duties & Responsibilities: Engineering services for private sector clients*



John T Hannah  
3053 Rue Michelle  
D'iberville, MS 39540  
Cellular (864) 979-2306  
Email: JTHkkae@gmail.com

07 May 2022

City Manager Search Team  
c/o S Renee Narloch & Associates  
**CITY OF LAKE CITY, FL**  
Lake City, FL 32055

RE: Opportunity to serve Lake City as its City Manager

Dear Search Team:

Please consider my experience for this position which includes the following:

- Public Sector budget management
  - 7-YR operating budget
  - 7-YR capital plan
  - 7-YR debt service planning
- Public relations & employee team building
- Public sector procurement laws
- Asset management
- NIMS & FEMA emergency & disaster management
- Long range facilities and infrastructure planning
- Planning and Zoning Board, Chairman
- Board of Zoning Appeals & Adjustments, Chairman
- Parks and recreation planning and construction
- Industrial Park site assessments
- Stormwater, water & sanitary sewer, traffic, streets, lighting, electrical, natural gas, solid waste
- Land & right-of-way acquisitions
- GSP Airport Environs Commissioner

I would appreciate the opportunity to discuss my interest in this position and look forward to describing how Lake City can achieve sustainable economic growth and development within the confines of the City's elected leadership. I look forward to hearing from you. I can be reached at 864.979.2306 or via E-mail [JTHkkae@gmail.com](mailto:JTHkkae@gmail.com).

With regards,

John Hannah

## MEL SMIGIELSKI

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800 Hwy 98, Unit 301, Mexico Beach, FL 32456, Phone (850) 832-5899

Email mellsmig14@gmail.com

### PROFESSIONAL EXPERIENCE

- 2018 - 2021      **City of DeFuniak Springs, FL**  
City Manager
- 2014 – 2018      **City of Mexico Beach, FL**  
City Administrator/Zoning Administrator
- 2006 - 2014      **Village of Mahomet, IL**  
Village Administrator/Budget Director/Deputy Liquor Commissioner
- 2004 - 2006      **Village of North Fond du Lac, WI**  
Village Administrator/Clerk/Treasurer
- 2000 - 2004      **Village of Spring Green, WI**  
Village Administrator/Clerk/Treasurer/Zoning Administrator
- 1990 - 2000      **City of Du Quoin, IL**  
City Clerk/Budget Director/Zoning Administrator
- 1985 - 1990      **City of Du Quoin, IL**  
City Councilman – Water and Sewer Commissioner

### EDUCATION

- 1978              B.A., Political Science/Public Administration, University of Illinois-  
Urbana-Champaign, IL

# MELL E SMIGIELSKI

800 HWY 98, Unit 301  
Mexico Beach, FL 32456  
Cell Phone: (850) 832-5899  
E-mail: [mellsmig14@gmail.com](mailto:mellsmig14@gmail.com)

## HIGHLIGHTS

- More than 35 years of service to government in both elected and appointed positions.
- Experience provides adaptability by serving in roles to meet the needs of the local community.
- Understanding of organizational change by having served in many positions.
- Implementation of staff goals to achieve goals set by elected board.

## EMPLOYMENT

City Manager City of DeFuniak Springs, FL 2018-2021

- Assisted Council and Staff to address issues listed in a 2018 grand jury report.

City Administrator/Zoning Administrator City of Mexico Beach, FL 2014-2018

- Responsible for planning new City Hall that came in under budget.
- Completed 3 million dollar canal improvement utilizing 75% grant funding.

Village Admin/Budget Dir/Deputy Liquor Comm Village of Mahomet, IL 2006-2014

- Negotiated development agreement utilizing tax increment financing and bonding for a business park.
- Obtained 1.5 million dollar grant for roadway improvements leading to new business park.
- Transitioned Mahomet to an application called 'Public Stuff' that allows residents to report requests for service from their smartphone.
- Successfully established relations with local school administration and county entities.
- Negotiated contracts with two employee bargaining units.

Village Administrator/Clerk/Treasurer Village of North Fond du Lac, WI 2004-2006

- Assumed the duties of Clerk/Treasurer to save the Village salary costs.
- Negotiated contracts with three bargaining units.

Village Administrator/Clerk/Treasurer/Zoning Admin Village of Spring Green 2000-2004

- Established records management system utilizing software for storage and retrieval.
- Changed financial software and retooled account number structure while utilizing state-suggested numbering system.

City Clerk/Budget Director/Zoning Administrator City of Du Quoin, IL 1990-2000

- Transitioned financial accounting system from PICK operating system to UNIX operating system.
- Improved financial accounting system to one with no adjustments from audit.
- Obtained grants for water lines, sewer lines, water tower and business park.
- Provided accounting services for Police Pension and Fire Pension.

City Councilman - Water and Sewer Commissioner City of Du Quoin, IL 1985-1989

- Elected to four-year term on City Council



## EDUCATION

University of Illinois-Urbana-Champaign	1978	B.A. Political Science/Public Administration Minor in accounting, finance and economics
Southern Illinois University – Edwardsville	1985	MBA Finished one-half of classes required for graduation
International Institute of Municipal Clerks	2006	Master Municipal Clerk
Parkland College – Champaign	2011	Leadership Certificate
International City/County Management Association	2013-2016	Credentialed Manager

## PROFESSIONAL AND COMMUNITY AFFILIATIONS

Former Board member of Main Street DeFuniak Springs  
Former Executive Director of DeFuniak Springs CRA  
Former Board member of Bay County TPO Technical Committee  
Former member of Bay County Military Affairs Committee  
Represented Mexico Beach on Bay County Local Mitigation Strategy - 2016  
Former Board member of Champaign County Regional Planning Commission – President 2010  
Former Board member of Champaign County GIS Consortium – President 2009-2010  
Former Board member of Champaign County Economic Development Corporation  
Former Board member of Champaign County Greenways and Trails Committee  
Former ex-officio Board member of Mahomet Area Chamber of Commerce  
Former ex-officio Board member of Mahomet Community Economic Development Commission  
Former member of IML Manager’s Committee for Illinois Municipal League  
Former Board member for Sauk County Development Corporation  
Former Board member for Fond du Lac County Convention and Visitors Bureau  
Du Quoin Tourism Commission – Treasurer 1989-1995  
Du Quoin Chamber of Commerce – Board of Directors 1998-2000  
Du Quoin Youth Club – Board of Directors & Treasurer 1994-2000  
Former member of MSIP-D Advisory Committee for Wisconsin Department of Transportation  
Municipal Clerks of Illinois – President 1998-1999  
International Institute of Municipal Clerks – Budget and Planning Chair 2006-2008  
Illinois City/County Management Association  
International City/County Management Association – 30 year service award 2019  
Rotary International – Du Quoin President 1996-1997 – Assistant District Governor 1998-1999  
First Presbyterian Church of Du Quoin – Treasurer 1985-2000, Deacon & Elder 1980-1985

Mell Smigieski  
800 HWY 98, Unit 301  
Mexico Beach, FL 32456  
[mellsmig14@gmail.com](mailto:mellsmig14@gmail.com)  
850-832-5899

S. Renee Narloch  
S. Renee Narloch & Associates  
2910 Kerry Forest Pkwy D4-242  
Tallahassee, FL 32309

Subject: Lake City Manager

Dear Ms. Narloch,

I retired in 2021 and, quite frankly, now realize the action was premature. I believe my work experiences and skills could provide a great benefit to Lake City. My benefit would be serving the City Council and Citizens of Lake City. Though I can't promise another ten years of service, I can promise my time in Lake City will provide consistency and an opportunity to help push Lake City in a positive direction.

Short-term priority would be to:

1. Get a lay of the land. Get to know key community stakeholders and determine what has been working well and what has not.
2. Affirm vision. Get the Council to agree upon direction.
3. Determine strategic goals. Work with Council to set goals.
4. Prioritize action items. Determine what items are of most importance.
5. Plan projects. Plan projects to reach goals.
6. Implement projects. Largely staff initiated to allocate work hours.

I tried to be as brief as possible because I know your time is valuable and no doubt you have a lot of cover letters and resumes to review. I look forward to speaking with you so you can determine if my skills could be of benefit to Lake City. I can be available at your convenience.

Yours Very Truly,



Mell Smigielski

**File Attachments for Item:**

8. City Council Resolution No. 2022-049 - A resolution of the City Council of the City of Lake City, Florida, authorizing the appropriation of a grant to the Annie Mattox Recreation Center, Inc.; providing for improvements to the private park governed by the Annie Mattox Recreation Center, Inc.; providing for severability; providing for conflicts; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE APPROPRIATION OF A GRANT TO THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR IMPROVEMENTS TO THE PRIVATE PARK GOVERNED BY THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Annie Mattox Recreation Center, Inc. (hereinafter “AMRC”) has requested assistance from the City of Lake City, Florida (hereinafter the “City”) toward the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the “Project”); and

**WHEREAS**, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

**WHEREAS**, the City Council finds that installing camera systems on the AMRC property would benefit the surrounding neighborhoods and curb violence; and

**WHEREAS**, the AMRC agrees that the City would retain ownership of any camera systems installed on the AMRC property; and

**WHEREAS**, the City Council finds that awarding a grant to the AMRC for the completion of the Project and the installation of the aforementioned camera systems in accordance with the terms and conditions of the attached *Grant Agreement Between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc.* (hereinafter the “Grant Agreement”) is in the best interests of the City.

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

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

**Section 2.** The Mayor is authorized to execute the Grant Agreement and the city administration shall initiate the procurement and construction of the Project in accordance with the City Code.

**Section 3.** Severability. If any clause, section, or other part of this

resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall become effective immediately upon passage and adoption.

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

**GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANNIE MATTOX RECREATION CENTER, INC.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of June 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantee"), Collectively the City and Grantee shall be referred to as "Parties" or individually as a "Party".

**WHEREAS**, the Grantee has requested assistance from the City towards the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the "Project"); and

**WHEREAS**, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

**WHEREAS**, the City Council finds that completion of the Project and the installation of camera systems on the Grantee's property is in the public's best interest; and

**WHEREAS**, the Grantor agrees that the City will retain ownership of the camera systems installed on the Grantee's property; and

**WHEREAS**, the Parties desire to memorialize their understanding of an

agreement and the intentions and obligations of the Parties.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals:** The above recitals are all true and accurate and are incorporated herein and made a part of this Agreement.

2. **Term of Agreement:** Land owned by the Grantee, which is benefited by the City's grant funds and the Project shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public.

3. **Obligations of Parties:**

A. The City shall be obligated to ensure each of the following:

- i. Procure and fund the services and commodities determined to be necessary for the Project. The City shall have the sole and absolute discretion to determine the necessary services and commodities to achieve the Project.
- ii. Retain ownership of the camera system installed on the Grantee's property.
- iii. Maintain the city-owned camera system for a minimum period of ten (10) years from the date of this Agreement.
- iv. Provide a legal description for an easement to install and maintain the city-owned camera system.

B. The Grantee shall be obligated to ensure each of the following:

i. Compliance with Florida's Sunshine Law for all meetings of the Grantee.

~~ii. Subject any vendor, volunteer, individual, or entity representing the Grantee to a Level 2 screening as described in Florida law, section 435.04, Florida Statutes, prior to the representation of the Grantee.~~

~~a. Level 2 screening will be required every five (5) years from the date of the most recent screening.~~

~~b. Any vendor, volunteer, individual, or entity who provides evidence and verification of their passing a Level 2 screening as set forth in State law within the immediate past five (5) years will not be required to undergo an additional criminal history check.~~

~~iii.~~ ii. Provide access to the Project site for the term of this Agreement to allow the installation, and maintenance of the city-owned camera systems, by execution of the attached Easement Deed. With the exception of those encumbrances specifically deferred or excepted by the City and identified within the Easement, the Grantee shall convey title to the real property comprising the Easement that is marketable and free and clear of all liens and encumbrances at the time of donation.



iv.iii. Execute the completed Execution Deed within seven (7) days of presentation by the City.

v.iv. Maintain the improvements to the basketball courts and tennis courts.

4. **Indemnification:** Nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of section 768.28, Florida Statutes.

5. **Annual Appropriation:** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated with the Project may be rescinded with proper notice at the discretion of the city administration if appropriations are reduced or eliminated.

6. **Default/Termination/Force Majeure:** The City may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the City terminates the Agreement for convenience, the City shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

~~This Agreement may be unilaterally cancelled by the City for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee and subject to disclosure~~

~~under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.~~

7. **Record Keeping/Audit:** The Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

8. **Signage:** Grantee shall allow for an ~~permanent~~ informational sign to be erected on the Project site which credits funding, or a portion thereof, to the City for the duration of the project construction. The sign must be visible at the Project site for a minimum of twenty-five (25) years after the Project is complete.

9. **Notice:** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by the recipient.

10. **Contacts:** Any and all notices required by this Agreement shall be delivered to the Parties at the following addresses:

The City:

City Manager, City of Lake City
205 North Marion Ave
Lake City, Florida 32055
Telephone No.: 386/719-5826 or 386/719-5756

The Grantee:

Lawanda Austin, President
P.O. Box 1721

11. **Insurance:** Grantor agrees to have Grantee added as an additional insured to any agreements with Contractors performing services in furtherance of this Agreement.

**12. Physical Access and Inspection:** City has the right to inspect the Project ~~and any and all records related thereto~~ at any reasonable time. City personnel and contractors shall be provided access to any location or facility, equipment, materials or documents required in performance of any work pursuant to this Agreement.

**1-13. Execution in Counterparts and Authority to Sign:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. 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 Lease.

**2-14. Severability Clause:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Columbia County, Florida.

**3.15. Entire Agreement:** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

**4.16. Effective and Binding:** This Agreement shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

**5.17. Effective Date:** It is agreed by City and Grantee that the effective date is that date first written above.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

Approved as to form and legality:

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

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

**ANNIE MATTOX RECREATION  
CENTER, INC.**

By: \_\_\_\_\_  
Mary A Williams, Secretary

By: \_\_\_\_\_  
Lawanda Austin, President

DRAFT

Return to:  
City of Lake City, Florida  
Attn: City Clerk  
205 N. Marion Ave  
Lake City, Florida 32055

This instrument prepared by:  
Koberlein Law Offices  
855 SW Baya Drive  
Lake City, FL 32025

**EASEMENT DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2022, the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantor"), and City of Lake City, Florida, a municipal corporation, having a mailing address of 205 N. Marion Ave, Lake City, Florida 32055, (hereinafter referred to as the "Grantee").

**WITNESSETH:**

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Property").

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Property as to Grantor's interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of installing a camera system. These alterations shall include, but are not limited to, installing a camera system, relocating the existing fence on the property, installing a gate to encompass the utility easement together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee,

its successors and assigns, for the purpose of exercising its rights provided for herein.

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed under corporate seal on the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**ANNIE MATTOX RECREATION CENTER,  
INC.**

\_\_\_\_\_  
Witness' Signature

By: \_\_\_\_\_  
Lawanda Austin, President

\_\_\_\_\_  
(type or print name)

ATTEST:

\_\_\_\_\_  
Witness' Signature

By: \_\_\_\_\_  
Mary A. Williams, Secretary

\_\_\_\_\_  
(type or print name)

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Lawanda Austin, President of Annie Mattox Recreation Center, Inc., and Mary A. Williams, Secretary of Annie Mattox Recreation Center, Inc., who are either \_\_\_\_ personally known to me or produced as identification.

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Name - Printed

**EXHIBIT A**  
**(LEGAL DESCRIPTION)**

|



**File Attachments for Item:**

9. City Council Resolution No. 2022-055 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the State Highway Lighting, Maintenance, and Compensation Agreement Work Order with the State of Florida, Department of Transportation; providing for the terms and conditions of maintenance of the state facilities to be maintained by the City; and establishing an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-055**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE TERMS AND CONDITIONS OF MAINTENANCE OF THE STATE FACILITIES TO BE MAINTAINED BY THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida, Department of Transportation (hereinafter the “Department”) has identified sites where lighting systems are located on the State Highway System within the jurisdictional boundaries of the City of Lake City, Florida (hereinafter the “City”); and

**WHEREAS**, the City entered into the State Highway Lighting, Maintenance, and Compensation Agreement with the Department through City Council Resolution 2021-164 to undertake the maintenance and operation of lighting on the State Highway System; and

**WHEREAS**, the Department is authorized pursuant to Sections 333.044 and 335.055, Florida Statutes, to enter into the *State Highway Lighting Maintenance, and Compensation Agreement Work Order* (hereinafter the “Work Order”) attached hereto as “Exhibit A”, and the City has the authority to enter into this Work Order and to undertake the maintenance and operation of lighting on the State Highway System as detailed in the Work Order; and

**WHEREAS**, the City Council finds that authorizing the execution of the Work Order and accepting the sum of one hundred seventy-one thousand four hundred ninety dollars and zero cents (\$171,490.00), for the fiscal year 2022-2023, for the City to maintain the lighting systems listed within the Agreement and Work Order is in the best interests of the City.

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

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

**Section 2.** The City is hereby authorized to execute the *State Highway*

*Lighting Maintenance, and Compensation Agreement Work Order* with the Department.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the *State Highway Lighting Maintenance, and Compensation Agreement Work Order* 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 *State Highway Lighting Maintenance, and Compensation Agreement Work Order* in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and the Department shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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

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

# EXHIBIT A

## STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER

**Contract Number:** ASO25  
**Maintaining Agency:** City of Lake City  
**Financial Project No:** 414406-1-78-03  
**Fiscal Year:** 2022-2023

### 1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **22/23** for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on November 9, 2021.

### 2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year beginning July 1, 2022, and ending June 30, 2023, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of **\$171,490.00**. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

### 3.0 AUTHORIZATION

This Work Order for **City of Lake City** will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for services beginning July 1, 2022 and ending June 30, 2023.

#### MAINTAINING AGENCY

BY: (signature) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Jennifer Curls

Printed Title: District Two Maintenance Contracts Administrator

**EXHIBIT A****STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT**For Fiscal Year 2022-2023**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

**2.0 FACILITIES**

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic forms are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**.

**3.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$300.10 in fiscal year 2020-2021 shall increase to \$309.10 in fiscal year 2021-2022.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and \_\_\_\_%. Example: 330 (lights) x \$309.10 (unit rate) x 95% = \$96,902.85

<b>Type of Light</b>	<b># of lights</b>	<b>LED or HPS</b>	<b>Unit rate</b>	<b>95%</b>	<b>Total</b>
High Mast		HPS		0.00	0.00
Standard	567	HPS	318.37	0.95	171,490.00
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard		LED		0.00	0.00
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00



**File Attachments for Item:**

10. City Council Resolution No. 2022-056 - A resolution of the City Council of the City of Lake City, Florida authorizing the City to join the State of Florida and other local government units in participating in the "Walgreens Settlement"; providing for the Mayor's execution of the Participation Agreement; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-056**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY TO JOIN THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENT UNITS IN PARTICIPATING IN THE “WALGREENS SETTLEMENT”; PROVIDING FOR THE MAYOR’S EXECUTION OF THE PARTICIPATION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) has joined with the Florida Attorney General in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (hereinafter the “Florida AG Action”); and

**WHEREAS**, after negotiations, a settlement agreement (hereinafter the “Settlement”) has been reached that would resolve all litigation brought by the states and local political subdivisions against Walgreens; and

**WHEREAS**, the settlement is known as the “Walgreens Settlement”, which is referenced in the *Subdivision Settlement Participation Form* attached hereto; and

**WHEREAS**, the Florida Attorney General has encouraged local governmental entities to participate (“opt in”) in the Settlement; and

**WHEREAS**, failure to participate in the proposed Settlement will result in the City not receiving any settlement funds and proceeding individually; and

**WHEREAS**, the City Council finds that it is in the best interest of the City and its citizens to participate in the aforementioned Settlement.



**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 herein and made a part of this resolution.

**Section 2.** The Mayor is authorized to execute the Settlement participation proposals for and on behalf of the City.

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

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

**SUBDIVISION SETTLEMENT PARTICIPATION FORM**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 (“*Walgreens Settlement*”),<sup>1</sup> and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

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<sup>1</sup> The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_  
(the "Execution Date of this Subdivision Settlement Participation Form")

**File Attachments for Item:**

11. City Council Resolution No. 2022-057 - A resolution of the City Council of the City of Lake City, Florida, authorizing the appropriation of a grant to the Annie Mattox Recreation Center, Inc.; providing for improvements to the private park governed by the Annie Mattox Recreation Center, Inc.; providing for severability; providing for conflicts; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-057**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE APPROPRIATION OF A GRANT TO THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR IMPROVEMENTS TO THE PRIVATE PARK GOVERNED BY THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) desires to install camera systems for the benefit of the citizens of the City at the private park governed by the Annie Mattox Recreation Center, Inc. (hereinafter the “Project”); and

**WHEREAS**, the City Council finds that the many benefits of the Project will be experienced by the public in and around the City; and

**WHEREAS**, the City Council finds that installing camera systems on the Annie Mattox Recreation Center, Inc. (hereinafter the “AMRC”) property would benefit the surrounding neighborhoods and curb violence; and

**WHEREAS**, the AMRC agrees that the City would retain ownership of any camera systems installed on the AMRC property; and

**WHEREAS**, the City Council finds that awarding a grant to the AMRC for the completion of the Project and the installation of the aforementioned camera systems in accordance with the terms and conditions of the attached *Grant Agreement Between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc.* (hereinafter the “Grant Agreement”) is in the best interests of the City.

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

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

**Section 2.** The Mayor is authorized to execute the Grant Agreement and the city administration shall initiate the procurement and construction of the Project in accordance with the City Code.

**Section 3.** Severability. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional

or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall become effective immediately upon passage and adoption.

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

**GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANNIE MATTOX RECREATION CENTER, INC.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of June 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantee"), Collectively the City and Grantee shall be referred to as "Parties" or individually as a "Party".

**WHEREAS**, the City desires to install camera systems at the Grantee's property for the benefit of the citizens of the City (hereinafter the "Project"); and

**WHEREAS**, the City Council finds that the many benefits of the Project will be experienced by the public in and around the City; and

**WHEREAS**, the Grantor agrees that the City will retain ownership of the camera systems installed on the Grantee's property; and

**WHEREAS**, the Parties desire to memorialize their understanding of an agreement and the intentions and obligations of the Parties.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Agreement.
2. **Term of Agreement**: Land owned by the Grantee, which is



benefited by the City's grant funds and the Project shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public.

3. **Obligations of Parties:**

A. The City shall be obligated to ensure each of the following:

- i. Procure and fund the services and commodities determined to be necessary for the Project. The City shall have the sole and absolute discretion to determine the necessary services and commodities to achieve the Project.
- ii. Retain ownership of the camera system installed on the Grantee's property.
- iii. Maintain the city-owned camera system for a minimum period of ten (10) years from the date of this Agreement.
- iv. Provide a legal description for an easement to install and maintain the city-owned camera system.

B. The Grantee shall be obligated to ensure each of the following:

- i. Compliance with Florida's Sunshine Law for all meetings of the Grantee.
- ii. Provide access to the Project site for the term of this Agreement to allow the installation, and maintenance of the city-owned camera systems, by execution of the attached Easement Deed. With the exception of those encumbrances

specifically deferred or excepted by the City are identified within the Easement, the Grantee shall convey title to the real property comprising the Easement that is marketable and free and clear of all liens and encumbrances at the time of donation.

4. **Indemnification:** Nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of section 768.28, Florida Statutes.

5. **Annual Appropriation:** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated with the Project may be rescinded with proper notice at the discretion of the city administration if appropriations are reduced or eliminated.

6. **Default/Termination/Force Majeure:** The City may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the City terminates the Agreement for convenience, the City shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

7. **Record Keeping/Audit:** The Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

8. **Signage:** Grantee shall allow for an informational sign to be erected on the Project site which credits funding, or a portion thereof, to the City for the duration of the project construction. The sign must be visible at the Project site for a minimum of twenty-five (25) years after the Project is complete.

9. **Notice:** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

10. **Contacts:** Any and all notices required by this Agreement shall be delivered to the Parties at the following addresses:

The City:

City Manager, City of Lake City
205 North Marion Ave
Lake City, Florida 32055
Telephone No.: 386/719-5826 or 386/719-5756

The Grantee:

Lawanda Austin, President
P.O. Box 1721
Lake City, Florida 32056

11. **Insurance:** Grantor agrees to have Grantee added as an additional insured to any agreements with Contractors performing services in furtherance of this Agreement.

12. **Physical Access and Inspection:** City has the right to inspect the Project at any reasonable time. City personnel and contractors shall be provided

access to any location or facility, equipment, materials or documents required in performance of any work pursuant to this Agreement.

13. **Execution in Counterparts and Authority to Sign:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. 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 Lease.

14. **Severability Clause:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Columbia County, Florida.

15. **Entire Agreement:** This Agreement represents the entire agreement

of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

16. **Effective and Binding:** This Agreement shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

17. **Effective Date:** It is agreed by City and Grantee that the effective date is that date first written above.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

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

Approved as to form and legality:

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

**ANNIE MATTOX RECREATION  
CENTER, INC.**

ATTEST:

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

By: \_\_\_\_\_  
Mary A Williams, Secretary

By: \_\_\_\_\_  
Lawanda Austin, President

Return to:  
City of Lake City, Florida  
Attn: City Clerk  
205 N. Marion Ave  
Lake City, Florida 32055

This instrument prepared by:  
Koberlein Law Offices  
855 SW Baya Drive  
Lake City, FL 32025

**EASEMENT DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2022, the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantor"), and City of Lake City, Florida, a municipal corporation, having a mailing address of 205 N. Marion Ave, Lake City, Florida 32055, (hereinafter referred to as the "Grantee").

**WITNESSETH:**

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Property").

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Property as to Grantor's interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of installing a camera system. These alterations shall include, but are not limited to, installing a camera system, relocating the existing fence on the property, installing a gate to encompass the utility easement together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee,

its successors and assigns, for the purpose of exercising its rights provided for herein.

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed under corporate seal on the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**ANNIE MATTOX RECREATION CENTER,  
INC.**

\_\_\_\_\_  
Witness' Signature

By: \_\_\_\_\_  
Lawanda Austin, President

\_\_\_\_\_  
(type or print name)

ATTEST:

\_\_\_\_\_  
Witness' Signature

By: \_\_\_\_\_  
Mary A. Williams, Secretary

\_\_\_\_\_  
(type or print name)

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Lawanda Austin, President of Annie Mattox Recreation Center, Inc., and Mary A. Williams, Secretary of Annie Mattox Recreation Center, Inc., who are either \_\_\_ personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Name - Printed

**EXHIBIT A**  
**(LEGAL DESCRIPTION)**



**File Attachments for Item:**

12. City Council Resolution No. 2022-058 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with the Institute for Justice Research and Development at Florida State University and Meridian Behavioral Health; providing for researching of methods to reduce repeated interactions between law enforcement and individuals who have severe mental health and substance abuse disorders, and to identify ways to optimize the use of crisis stabilization units and post-discharge supports.

**CITY COUNCIL RESOLUTION NO. 2022-058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE INSTITUTE FOR JUSTICE RESEARCH AND DEVELOPMENT AT FLORIDA STATE UNIVERSITY AND MERIDIAN BEHAVIORAL HEALTH; PROVIDING FOR RESEARCHING OF METHODS TO REDUCE REPEATED INTERACTIONS BETWEEN LAW ENFORCEMENT AND INDIVIDUALS WHO HAVE SEVERE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDERS, AND TO IDENTIFY WAYS TO OPTIMIZE THE USE OF CRISIS STABILIZATION UNITS AND POST-DISCHARGE SUPPORTS.**

**WHEREAS**, the City of Lake City, Florida (hereinafter “City”) by and through the Lake City Police Department (hereinafter the “LCPD”), previously entered into a Memorandum of Understanding (hereinafter the “MOU”) with the Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health, as authorized by Resolution 2021-095, to participate in research methods to reduce repeated interactions between law enforcement and individuals who have severe mental health and substance abuse disorders, and to identify ways to optimize the use of crisis stabilization units and post-discharge supports; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to renew the MOU with the Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health, a copy of which is attached hereto and made a part of this resolution.

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

**Section 1.** The above recitals are adopted and hereby incorporated by reference.

**Section 2.** The City, by and through the LCPD, is hereby authorized to renew the MOU with the Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health.

**Section 3.** The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

**Section 4.** This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of June 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



# INSTITUTE FOR JUSTICE RESEARCH AND DEVELOPMENT

PRIORITIZING RAPID DISSEMINATION OF RESEARCH FINDINGS TO ADVOCATES, PROFESSIONALS, AND POLICYMAKERS.

## Memorandum of Understanding (MOU)

Between

Lake City Police Department  
and

Institute for Justice Research and Development-Florida State University

This MOU is between Lake City Police Department (hereinafter "LCPD") and the Florida State University Institute for Justice Research and Development (hereinafter "IJRD"). The purpose of this agreement is to (1) engage in a research study that aims to identify ways to reduce the amount of repeated interactions between individuals who have severe mental health and substance use disorders and law enforcement agencies, (2) identify ways to optimize the use of crisis stabilization units and post discharge supports. The term of the agreement is June 2022 through February 2023.

**The parties hereby agree to collaborate on projects that are mutually beneficial and advance the mission of all organizations. The parties agree to perform the following activities during the course of this MOU:**

IJRD, under the oversight of Dr. Carrie Pettus-Davis, agrees to perform the following activities during the course of this MOU:

- Providing a video training of the current state of evidence of best practices.
- Coordinating meetings and focus groups with law enforcement professionals.
- Maintaining anonymity of any data collected from officers.
- Providing a written report and a presentation of the results of the study.
- Maintaining political neutrality so IJRD will not engage in political pursuits in the performance of this agreement.

LCPD agrees to perform the following activities in support of the IJRD efforts:

- Law enforcement will participate in individual meetings and/or focus groups with the research team. The Chief can specify whether they would like individual meetings or focus groups for their staff.
  - The number of law enforcement officers interviewed will depend on the size of the agency and the Chief's preferences.
  - There will be no more than 2 data collection meetings/focus groups per law enforcement official and the researchers anticipate that these meetings will last no longer than 60 minutes.
  - The purpose of the meetings are to collect information about law enforcement officer experiences and perception around coming into contact with civilians who are in mental health or substance abuse crisis, and solicit any recommendations

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they have to increase the likelihood that will not have repeat encounters with these civilians.

- The opportunity to review and contribute to joint publications.

Benefits for the collaborators:

Law enforcement will benefit from a training on the current state of evidence of best practices, participation in a research study that will inform the agency of ways to decrease repeated interactions with individuals with mental health and substance abuse crises, and collaboration with a behavioral health organization that can assist in delivering services to citizens and agencies.

IJRD will benefit by advancing the knowledge base of police response with individuals in mental health and substance abuse crisis and the utilization of crisis stabilization units.

Collaborators can review and determine if other efforts are deemed necessary and beneficial by the parties hereto.

### **Contacts**

Lake City Police Department  
Gerald Butler, Chief of Police  
225 NW Main Blvd., Suit 102  
Lake City FL 32055-3964  
Email: [butlerg@lcfla.com](mailto:butlerg@lcfla.com)  
Phone: (386) 758-5484

Institute for Justice Research and Development  
Kerensa P. Lockwood, PhD  
Director of Implementation and Administration  
2010 Levy Avenue, Suite 3400  
Tallahassee, Florida 323105712  
Email: [klockwood@fsu.edu](mailto:klockwood@fsu.edu)  
Phone: (850) 644-4753

### **Termination**

This MOU may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

### **Participant Confidentiality**

Program participant confidentiality is of the utmost concern.

- Program Participant information must remain confidential to the extent allowed by law in accordance with applicable local, state and federal laws.
- Information obtained in connection with the direct services to any client must not be disclosed without the client's signed consent, except as required by law.
- Unless given client consent to release such information or such release is required by law, names of clients must remain confidential as well as other personally identifying information that, alone or in conjunction with other data, is likely to disclose a client's identity and/or location.
- Nothing contained herein may prohibit any disclosure permitted by a client or required by law, including, but not limited to, disclosure for purposes of monitoring, audit, oversight, or evaluation of the MOU.

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### **Non-Disclosure of Confidential and Proprietary Information**

Each party hereto (and/or its respective affiliated entities) is the owner of certain confidential and proprietary information relating to its business and the business model processes and related analytics, data and predictive trends information and services being provided during the trauma informed care Intervention process, including without limitation, the business model process of said services and the designs thereof, creative proprietary materials, concepts, development plans, marketing materials and plans, customer information, databases, business plans, internal electronic mail documents, demographic or sales strategies, licenses, agreements, copyrighted or trademarked material, strategic partnering plans, management models, financial data, as well as all information marked as confidential, for convenience herein called the “**Confidential Information.**” The parties hereto may determine to share such Confidential Information, by granting a perpetual, nonexclusive, non-sublicensable, non-assignable, limited-right use, including the right to publish and make derivative works thereof; provided that with respect to any use of any Confidential Information, whether in whole or in part, the disclosing party shall be properly attributed as the source of the information used by the receiving party. **Each party hereto acknowledges and agrees that all Confidential Information is and shall remain the sole property of the disclosing party and that FSU and/or FSU-IJRD has the right to publish its own content for academic purposes.**

Any and all notes, analyses, drawing, compilations, studies, interpretations or other documents prepared by or on behalf of each party hereto which contain, reflect or are based upon, in whole or in part, the Confidential Information furnished to the Receiving Party, regardless of the medium, whether written, oral or otherwise, by Disclosing Party hereunder shall also be deemed to be Confidential Information. Further, all Confidential Information is considered by Disclosing Party to be confidential and proprietary to it.

Likewise, ownership of intellectual property, including all legal rights relating to inventions, patent applications, copyrights, trademarks, and any other legally protectable information, including but not limited to, the data, reports, report templates and formats, information, results, statistics, predictive trends, and other materials utilized, created, discovered, and otherwise applied to the trauma-informed care evaluation shall vest in the party whose personnel conceived the subject matter and first actually reduced the subject matter to practice, and such party may perfect legal protection therein in its own name and at its own expense. The party personnel who makes an intellectual property claim of authorship, inventorship, or other ownership rights shall provide prior notice to the parties of this Agreement of any intellectual property filing.

The parties hereto do not wish (i) to make the Confidential Information generally public or common knowledge, or (ii) to allow the Receiving Party to profit from or otherwise use such Confidential Information. Consequently, Confidential Information shall only be disclosed and used in accordance with the terms and conditions expressly set forth in this MOU and governing public record laws.

## **Confidential Information and Non-Disclosure**

As a condition to Disclosing Party furnishing certain Confidential Information to the receiving party, Disclosing Party requires that the receiving party agree (i) to treat as confidential, (ii) not to disclose or otherwise use, and (iii) not to copy, summarize or otherwise reproduce, any written, oral, or other information disclosing party or its agents furnish to the receiving party whether furnished on or after the Effective Date. In order for Confidential Information to be protected in accordance with this MOU, such information must be disclosed by disclosing party to the receiving party in writing or other tangible form and clearly identified as Confidential Information by being marked with the legend "Confidential Information" or other similar legend, at the time of disclosure and confirmed in writing as "Confidential Information" no later than three weeks from the time of first disclosure of such information.

1. **Exclusions.** The term "Confidential Information" does not include information that (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as hereinafter defined), (ii) the Receiving Party can document was available to it on a non-confidential basis, prior to its disclosure by or on behalf of Disclosing Party, from a source that is not bound by a confidentiality, nondisclosure or similar agreement, or (iii) the Receiving Party can document was developed independently by the Receiving Party prior to the date received by Receiving Party.
2. **Use of Confidential Information.** The Receiving Party agrees that it will not exploit or otherwise use the Confidential Information for its own benefit or the benefit of any third party in any way detrimental to Disclosing Party or otherwise, and that such information will be kept confidential by the Receiving Party and each of the Receiving Party's Representatives. Notwithstanding anything to the contrary in this MOU, the Confidential Information may be disclosed by the Receiving Party to its directors, officers, employees, agents and consultants (collectively, the "Representatives") acting on the Receiving Party's behalf who need to know such information strictly for the purpose of evaluating certain cooperative activities between the Parties; provided, however, that prior to the Receiving Party's disclosure of any Confidential Information, such Representatives shall be informed of the confidential nature of such information and shall be directed by the Receiving Party, and shall agree in writing, to treat such information confidentially, in accordance with the terms of this MOU.
3. **Notice of Required Disclosure.** In the event that the Receiving Party is required by a court or governmental entity (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information or other information supplied to it or its Representatives in the course of these dealings, it is agreed that the Receiving Party will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this MOU.
4. **Return of Confidential Information.** In the event of the first to occur of (i) request by Disclosing Party; or (ii) the termination of discussions between the Parties after the Receiving Party has been furnished with Confidential Information; the Receiving Party will

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promptly redeliver to Disclosing Party all Confidential Information and other information provided by or on behalf of Disclosing Party to the Receiving Party and all copies or reproductions thereof, without retaining any copy or reproduction thereof or any computer, electronic or other record of such information or which incorporates any portion thereof. Disclosing Party may, in its discretion, request that the Receiving Party destroy rather than return the Confidential Information and other information provided by or on behalf of Disclosing Party, in which event the Receiving Party will promptly destroy all such information and will execute and shall thereafter deliver to Disclosing Party a certification attesting to the full and complete destruction of such information and any and all copies and reproductions thereof.

5. **No Representation and Warranty.** The Receiving Party acknowledges and agrees that Disclosing Party makes no representation or warranty, whether express or implied, about the accuracy or completeness of the Confidential Information under this MOU, nor does Disclosing Party have any duty or obligation to update or otherwise supplement the Confidential Information under this MOU. The Receiving Party agrees that neither Disclosing Party nor its directors, officers, employees, agents or consultants will have any liability to the Receiving Party or the Receiving Party's Representatives resulting from the accuracy or use of the Confidential Information consistent with the terms of this Agreement.

#### **Liability**

Each party shall be responsible for the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties acknowledge that both FSU and LCPD are agencies of the State of Florida, and that liability for tort claims is pursuant to section 768.28, Florida Statutes. Nothing in this agreement shall be construed as waiving any lawful defense or extending liability of the State of Florida beyond the provisions established under Florida law.

#### **Independent Agreement or and Use of Name**

The relationship of the parties under this agreement is that of independent parties and they are not agents, employees, partners or joint venturers of one another. No party has the authority to bind any other party in any agreement or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party) shall take any action that attempts or purports to bind any other party in any agreement or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval. Neither party may use the other party's name in any advertising or publicity statements without such party's prior written consent.

#### **Nondiscrimination**

As a condition of this MOU, each party hereto agrees that it will take all necessary actions to insure that, in connection with any work under this MOU, each party, its associates and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contracts or other arrangements. Each Entity

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shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended.

**Agreement Assignment**

Neither party hereto shall assign this agreement, in whole or in part, without the prior written consent of the other party.

**Governing Law and Venue**

This MOU and amendments thereto shall be governed by the laws of the State of Florida. Venue for all legal proceedings arising out of this MOU shall be in the state or federal court with competent jurisdiction in Leon County, Florida, and the parties waive any objection that such venue is improper or inconvenient.

**Entire Agreement**

This agreement embodies the entire and complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this agreement.

**Notice**

The parties have identified the following individuals as responsible for the management and administration of this agreement. These individuals are responsible for enforcing performance of the agreement terms and conditions and shall serve as liaison regarding issues arising out of this agreement and for receipt of all notices required to be given hereunder:

THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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<p><b>For FSU:</b>  Kerensa Lockwood, PhD  Director of Implementation and Administration  FSU Institute for Justice and Development  2010 Levy Avenue, Suite 3400  Tallahassee, FL 32310-5712  Email: <a href="mailto:klockwood@fsu.edu">klockwood@fsu.edu</a>  Phone: (850) 644-4753</p>	<p><b>For Lake City Police Department:</b>  Gerald Butler, Chief of Police  Lake City Police Department  225 NW Main Blvd., Suite 102  Lake City FL 32055-3964  Email: <a href="mailto:butlerg@lcfla.com">butlerg@lcfla.com</a>  Phone: (386) 758-5484</p>
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**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the Effective Date.

**Florida State University  
Institute for Justice Research & Development**

**Lake City Police Department**

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James Clark, PhD  
Dean  
College of Social Work  
Date:

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Gerald Butler  
Chief of Police  
Lake City Police Department  
Date:

**Florida State University  
Institute for Justice Research & Development**

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Kerensa P. Lockwood, PhD  
Director of Implementation and Administration  
FSU Institute for Justice Research and  
Development

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**File Attachments for Item:**

14. Discussion and Possible Action: The Northeast Florida League of Cities Board of Directors is allowing all member cities an opportunity to submit one or more applications of a non-profit agency/entity/organization to receive a donation from the Northeast Florida League of Cities. The donation amount is \$350 per eligible agency/entity and if a member city submits more than one application, the \$350 may be split between applicants. (Presenter: Council Member Jake Hill)

Note: Last year the City Council recommended Temez Ruise of the Gifted1OnesCorpo and Columbia County Senior Services as the two non-profit organizations to each receive a \$332 donation from the Northeast Florida League of Cities.

**REQUEST FOR NEFLC DONATION TO NON-PROFIT**  
**AGENCY/ENTITY/ORGANIZATION**

(Please print or type)

**NAME** of Agency/Organization \_\_\_\_\_

**CONTACT INDIVIDUAL:** \_\_\_\_\_

**E-MAIL** for Contact Individual: \_\_\_\_\_

**PHONE** No. for Contact Individual: \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

Type of Organization: \_\_\_\_\_

Function/mission of Organization: \_\_\_\_\_  
\_\_\_\_\_

Attach informational brochure or other printed material/information if available

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_

On behalf of \_\_\_\_\_

Printed name/Municipality

Date

***PLEASE NOTE ALL DONATIONS WILL BE REPORTED TO THE IRS ON OUR 2021/22 FORM 990***

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*Contributions of \$350 per eligible agency/entity. If a member city submits more than one application, the \$350 may be split between applicants.*

**PLEASE SUBMIT THIS FORM BEFORE June 1, 2022 along with proof of non-profit status to:**

**Betsy Jordan, Executive Director**    [neflc.exdir@gmail.com](mailto:neflc.exdir@gmail.com)  
**Northeast Florida League of Cities, PO Box 262, Palatka, FL 32178-0262**

**by e-mail**  
**by mail**