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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

November 07, 2022 at 6:00 PM

Venue: City Hall

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## AGENDA

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

### Pledge of Allegiance

Invocation - Mayor Stephen Witt

### Roll Call

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

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

### Proclamations

- [1.](#) Seth Slanker and Jackson Swisher
- [2.](#) National Runaway Month - November 2022

### Minutes

- [3.](#) October 17, 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**

4. Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full-time employees.

**Presentations** - None

### **Old Business**

#### Ordinances

#### **Open Public Hearing**

5. City Council Ordinance No. 2022-2232 - (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 86-110.18 to Article III, Chapter 86, which provides for the permanent vacating of the South 50.00 feet of the North 158.00 feet of Block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in Plat Book B, Page 5, 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 10/17/2022

#### **Close Public Hearing**

Adopt City Council Ordinance No. 2022-2232 on final reading

#### Other Items

6. Senior Home Repair Program funded via American Rescue Plan Act (ARPA) Update - (Presenter: Council Member Todd Sampson and City Manager Paul Dyal)

### **New Business**

#### Ordinances - None

#### Resolutions

7. City Council Resolution No. 2022-117 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Colby

Redfield, M.D., an individual, to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; providing for an annual fee of \$20,000.00; providing for conflict; and providing for an effective date.

- [8.](#) City Council Resolution No. 2022-123 - A resolution of the City of Lake City Florida, re-appointing Sean McMahon to serve as a member on the Planning and Zoning Board and the Board of Adjustment; and providing for an effective date.
- [9.](#) City Council Resolution No. 2022-124 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of canine Mia from Oscar Vidal and authorizing the Lake City Police Department, (hereinafter "LCPD") to train and utilize canine Mia as part of its law enforcement; and establishing an effective date.
- [10.](#) City Council Resolution No. 2022-125 - A resolution of the City Council of the City of Lake City, Florida, authorizing the addition of Angela Taylor as an authorized signor of all checks, vouchers, transfers or disbursements on all bank accounts of the City of Lake City, Florida; and providing for an effective date.
- [11.](#) City Council Resolution No. 2022-126 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Foster and Foster, Inc. for the preparation of OPEB Study; providing for a cost not to exceed \$9,500.00; and providing for an effective date.

Other Items - None

**Departmental Administration** - None

**Comments by Council Members**

**Adjournment**

### **UPCOMING DATES OF INTEREST**

**Monday, November 21:**

**6:00 PM City Council Meeting - Swearing in of new Council Members and recognition of outgoing Council Member Eugene Jefferson at Columbia County School Board Auditorium**

### **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. Seth Slanker and Jackson Swisher

# Proclamation

## IN RECOGNITION OF SETH SLANKER AND JACKSON SWISHER


- WHEREAS,** *Seth Slanker and Jackson Swisher are in their 3rd year of fishing for Florida Gateway College. They were offered multiple college scholarships and opportunities but decided to stay in Lake City and help start a fishing team here; and*
- WHEREAS,** *They are 2-time Collegiate State Champions. They have qualified for the B.A.S.S. and Major League College Fishing National Championships every year. They were runners-up recently at the Bassmaster National Championship held on Winyah Bay in early September; and*
- WHEREAS,** *They have fished against 130 of the top college teams across the US, finishing 2nd which qualified them to fish the Bassmaster College Bracket that includes the top 8 anglers in the U.S. Jackson fished the final four bracket and Seth was able to fish the final day of the bracket; and*
- WHEREAS,** *They have been the top Florida college team and have continuously helped Florida Gateway College get recognized for being the number one team in the SE Conference in the MLF college circuit; and*
- WHEREAS,** *Seth and Jackson have been fishing together since middle school and started fishing as partners for the Columbia High Bassmaster's during their freshmen year. While in high school they had numerous wins and top-10 finishes. They won the State Championship on Lake Seminole their senior year. They were both on the Bassmaster High School All-State team and Jackson was named one of 12 Bassmaster All-Americans 2 years in a row and recognized in Bassmaster Magazine; and*
- WHEREAS,** *Every year, they volunteer and fish the SRBCAA tournament and the Puzzle Pieces of North Florida Autism Tournament on the Suwannee River. Their high school senior year, they won the Autism Tournament; and*
- WHEREAS,** *In addition to fishing high school and college tournaments, they have both fished the semi-pro series Opens where they have done remarkably well; and*
- WHEREAS,** *They are full-time students, work part-time, and still continue to find time to volunteer for local camps and clinics. They have both volunteered their time captaining for high school anglers fishing the Florida B.A.S.S Nation series; and*
- WHEREAS,** *They love to talk "fishing" any chance they get. They are respectful, hardworking, and humble young men. They have represented Columbia High School, Florida Gateway College, and Lake City in an admirable way.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City do hereby recognize Seth Slanker and Jackson Swisher for their dedication and leadership to their fishing team and community.**



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 7th day of November 2022.*

  
Stephen M. Witt, Mayor  
City of Lake City

**File Attachments for Item:**

2. National Runaway Month - November 2022

# Proclamation

## **NATIONAL RUNAWAY PREVENTION MONTH**

**WHEREAS,** *November is National Runaway Prevention Month; and*

**WHEREAS,** *National Runaway Prevention Month began in 2002 and is presented each year by the National Runaway Safeline, the federally designated national crisis and communication system for youth ages 10 to 21 who have run away, are considering leaving home, or are experiencing homelessness; and*

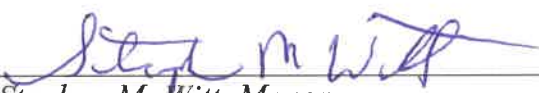
**WHEREAS,** *runaway youth are often expelled from their home, have experienced trauma, struggle to meet basic needs, and are at increased danger of falling into high-risk situations, including human trafficking; and*

**WHEREAS,** *CDS Family & Behavioral Health Services is working to raise awareness, provide support, and offer resources for vulnerable young people in the community.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby proclaim November as “NATIONAL RUNAWAY PREVENTION MONTH” in the City of Lake City.**



*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 7<sup>th</sup> day of November 2022.*

  
Stephen M. Witt, Mayor  
City of Lake City

**File Attachments for Item:**

3. October 17, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on October 17, 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 Eugene Jefferson

## ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson – absent  
Todd Kennon  
Paul Dyal  
Assistant Chief Andy Miles  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

PROCLAMATIONS – None

## MINUTES

1. October 3, 2022 Regular Session

**Mr. Jefferson made a motion to approve the October 3, 2022 Regular Session minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

## APPROVAL OF AGENDA

**Mr. Jefferson made a motion to approve the agenda with combining Items #3 and #12. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

Mr. Dyal welcomed the new Finance Director, Angela Taylor, and thanked previous Finance Director, Donna Duncan, for her service to the City.

## PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Tony Buzzella

## APPROVAL OF CONSENT AGENDA

2. Permit application from Blue Grey Army, Inc. to hold the Olustee Battle Festival starting with the set-up on Thursday, February 16, 2023. The festival will be held on Friday, February 17, 2023 through Saturday, February 18, 2023. All supporting documents,

excluding the certificate of insurance, have been provided. This approval is contingent upon receipt of the certificate of insurance prior to the event.

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

Mr. Kennon reported the insurance policy cannot be issued until 45 days prior to the event. He stated the proposed insurance was to begin on February 17<sup>th</sup> and he suggested having the proposed insurance begin coverage on February 16<sup>th</sup> to cover the set-up time for the event. Additionally, he stated the insurance company and staff will need to look at the issue of a bounce house as the insurance policy does not cover inflatables. This needs to be addressed prior to finalization of the insurance.

## PRESENTATIONS

3. Mavis Georgalis, Chair of the Planning and Zoning Board, Historical Preservation Board and Board of Adjustment to introduce new Chair, Christopher Lydick and Vice Chair James Carter and to update Council on the number of petitions heard this year.

Ms. Georgalis discussed the handout provided in the agenda packet and introduced new Chair Christopher Lydick, and Vice Chair James Carter. She reported her seat, seat #1 would be vacant as of November 1st. Ms. Georgalis stated the Board and Mr. McMahon would like for Mr. McMahon to be reappointed to seat #7.

4. Discussion and Possible Action - Gun Buyback Program (Presenter: Ms. Chevella Young)

Ms. Young presented to members the need for a Community Gun Buy Back and Safety Initiative Training Program, and asked for Council support for an event tentatively scheduled to take place on November 12, 2022.

Mayor Witt stated there is only one City Council Meeting prior to that date, therefore it would need to be on the next agenda. He stated he would get with Mr. Dyal.

5. Discussion and Possible Action - Curtis Burgess requesting donation of \$8,795.00 to the Columbia Youth Football Association for the 2nd Annual Vince Timmons Youth Football Tournament.

Mr. Burgess requested funding for the 2<sup>nd</sup> Annual Vince Timmons Youth Football Tournament to be held in November 2022.

Ms. Sikes reported last year (July 12, 2021) when the City Council authorized funding for the event, recurring funding was to be considered during the FY23 budget process, however, this was overlooked. Ms. Sikes provided a potential funding source as promotional events in the Public Assistance Budget.

**Mr. Hill made a motion to donate \$8,795.00 to the Columbia Youth Football Association. The motion identifies the funding source as Public Assistance, promotional events, account number 001.16.574-080.82. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

Ms. Sikes recommended for Mr. Burgess to get with Ms. Bruner during the budget process next year, approximately (July/August) to submit a funding request for the November 2023 event.

## OLD BUSINESS

Ordinances - None

Other Items - None

## NEW BUSINESS

Ordinances

6. City Council Ordinance No. 2022-2232 (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 86-110.18 to Article III, Chapter 86, which provides for the permanent vacating of the South 50.00 feet of the North 158.00 feet of Block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in Plat Book B, Page 5, of the public records of Columbia County, Florida; providing for conflicts; providing for severability, providing for codification; and providing an effective date. **Mr. Jefferson made a motion to approve City Council Ordinance No. 2022-2232, on first reading, amending the City Code to add a new Section Number 86-110.18 to Article III, Chapter 86, which provides for the permanent vacating of the South 50.00 feet of the North 158.00 feet of Block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in Plat Book B, Page 5, of the public records of Columbia County, Florida. 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>Mayor Witt</b>	<b>Aye</b>

Resolutions

7. City Council Resolution No. 2022-111 - A resolution of the City Council of the City of Lake City, Florida authorizing the acceptance of a utility easement from



TWAS Properties LLC; providing for the relocation of an existing sewer gravity main and sanitary sewer manhole; and providing for an effective date. (Tidal Wave Auto Spa/TWAS) **Mr. Hill made a motion to approve City Council Resolution No. 2022-111, authorizing the acceptance of a utility easement from TWAS Properties LLC, and providing for the relocation of an existing sewer gravity main and sanitary sewer manhole. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

8. City Council Resolution No. 2022-119 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Four to the continuing contract with Gmuer Engineering, LLC; providing for an application for a permit for the maintenance of an existing drainage ditch at Evergreen Drive; providing for a cost not-to exceed \$4,700.00; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2022-119, authorizing Task Assignment Number Four to the continuing contract with Gmuer Engineering, LLC; providing for an application for a permit for the maintenance of an existing drainage ditch at Evergreen Drive, and providing for a cost not-to exceed \$4,700.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

9. City Council Resolution 2022-120 - A resolution of the City Council of the City of Lake City, Florida, declaring certain property owned by the City to be either surplus to its needs and sold at public notice sale, or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code; authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City. **Mr. Hill made a motion to approve City Council Resolution 2022-120, declaring certain property owned by the City to be either surplus to its needs and sold at public notice sale, or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code; authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

10. City Council Resolution No. 2022-121 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$13,222.00; providing for the procurement of equipment for the use and benefit of the Police Department; and providing for an effective date. **Mr. Jefferson made a motion to approve City Council Resolution No. 2022-121, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$13,222.00, and providing for the procurement of equipment for the use and benefit of the Police Department. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

11. City Council Resolution 2022-122 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Financial Services; providing for the acceptance of a grant award of up to \$500,000.00 in reimbursable costs associated with the construction of a fire station located on the Westside of the City of Lake City, Florida; and providing for an effective date. **Mr. Jefferson made a motion to approve City Council Resolution 2022-122, authorizing the execution of a grant agreement with the State of Florida, Department of Financial Services, and providing for the acceptance of a grant award of up to \$500,000.00 in reimbursable costs associated with the construction of a fire station located on the Westside of the City of Lake City, Florida. 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>Mayor Witt</b>	<b>Aye</b>

#### Other Items

12. Discussion and Possible Action - Planning and Zoning Board (Presenter: Mayor Stephen Witt)

This topic was discussed with Item #3.

#### DEPARTMENTAL ADMINISTRATION

13. Discussion and Possible Action - Approval of additional three (3) firefighter position through the Safer Grant (Presenter: Chief Wehinger) **Mr. Hill made a motion to approve the addition of three (3) entry level firefighter positions through the Safer**

**Grant. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

COMMENTS BY COUNCIL MEMBERS – None

Ms. Sikes discussed the difficulty in receiving applicants for City Boards and asked if the members would be interested in having staff look into opening up the applicant pool to include City and County residents. Mayor Witt stated he was interested in exploring this option.

Public Comment: Vanessa George and Chris Lydick

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 6:36 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:**

4. Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full-time employees.

<b>MEETING DATE</b>
November 7, 2022


# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Annual Employee Token of Appreciation

**DEPT / OFFICE:**

<b>Originator:</b> City Manager		
<b>City Manager</b> Paul Dyal 	<b>Department Director</b> N/A	<b>Date</b> 10/21/22
<b>Recommended Action:</b> Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full time employees.		
<b>Summary Explanation &amp; Background:</b> A nominal level of monetary appreciation customarily provided to employees on an annual basis during December and appropriately in amounts ranging from \$50.00 to \$100.00.		
<b>Alternatives:</b> Lesser or no amount for purpose requested.		
<b>Source of Funds:</b> Annual Budget-Funded Item each Department's Personnel Budget		
<b>Financial Impact:</b> Approximately \$21,000.00		
<b>Exhibits Attached:</b> None		

**File Attachments for Item:**

5. City Council Ordinance No. 2022-2232 - (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 86-110.18 to Article III, Chapter 86, which provides for the permanent vacating of the South 50.00 feet of the North 158.00 feet of Block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in Plat Book B, Page 5, 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 10/17/2022

**ORDINANCE NO. 2022-2232**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.18 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT VACATING OF THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, McFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, McFarlane Park Subdivision, a subdivision recorded in the public records of Columbia County, Florida (herein “McFarlane Park, Subdivision”), contains various parcels of real property that are neither developed or used by the public; and

**WHEREAS**, maintenance of such undeveloped and unused parcels (right-of-way) creates potential liability, additional work, and costs to the City of Lake City, Florida (hereinafter the “City”); and

**WHEREAS**, the abutting landowner of a parcel of real property has petitioned the City in accordance with Section 86, Code (Sections 86-96 – 86-101), to vacate the following: THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, MCFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA (hereinafter the “Parcel”; further identified in the Petitioner attached hereto); and

**WHEREAS**, the City Council finds that it is in the public interest to permanently close, vacate, and abandon the Parcel.

**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 86-110.18 which section reads as follows:

**Section 86-110.18** VACATING PORTIONS OF THE RIGHT OF WAY IDENTIFIED AS THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, MCFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B PAGE 5 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

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

**Section 4.** The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the vacated Parcel to its centerline and reserving a perpetual easement for utilities.

**Section 5.** All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

**Section 6.** If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

**Section 7.** It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

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



**Section 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



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

growthmanagement@lcfla.com

**APPLICATION FOR VACATING RIGHT-OF-WAY**

PETITION# VRW22-02

1. Name of Petitioner George H. Hudson Jr.

Telephone 386-623-2066

Residence Address 309 SW Lakeview Ave Lake City, FL 32025

Mailing Address 309 SW Lakeview Ave Lake City, FL 32025

**THE FOLLOWING IS TO BE ATTACHED SEPERATELY**

- 2. Legal description of road, street, alleyway or portion of the same sought to be vacated.
- 3. Certification that the petitioner is the owner of fee simple title to the lands abutting at least one side of the right-of-way sought to be vacated.
- 4. If the petitioner owns the lands abutting only one side of the subject right-of-way, the names, residence and mailing address of the owners of the remaining lands abutting the subject right-of-way.
- 5. Certification that the right-of-way sought to be vacated is not used by the public and that no person will be denied access to any other lands should the petition be granted.
- 6. A sketch or drawing containing sufficient information to identify the right-of-way or portion of right-of-way sought to be vacated in relation to adjacent lands and cross streets.
- 7. Payment to the City of a nonrefundable filing fee of \$400.00.

\_\_\_\_\_  
Signature of applicant

9/15/2022  
Date Signed



**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

[growthmanagement@lcfla.com](mailto:growthmanagement@lcfla.com)

- Sec. 86-96. - Petition—Required.

Prior to vacating any road, street, alleyway or other public right-of-way within the city, the city council shall require the submission of a written petition to vacate, close and abandon such right-of-way, which petition shall include the following:

(1) Name, residence and mailing address of the petitioner.

(2) Legal description of the road, street, alleyway or portion of the same sought to be vacated.

(3) Certification that the petitioner is the owner of fee simple title to the lands abutting at least one side of the right-of-way sought to be vacated.

(4) If the petitioner owns the lands abutting only one side of the subject right-of-way, the names, residence and mailing address of the owners of the remaining lands abutting the subject right-of-way.

(5) Certification that the right-of-way sought to be vacated is not used by the public and that no person will be denied access to any other lands should the petition be granted.

(6) A sketch or drawing containing sufficient information to identify the right-of-way or portion of right-of-way sought to be vacated in relation to adjacent lands and cross streets.

(7) Payment to the city of a nonrefundable filing fee of \$400.00.

(Code 1968, § 23-51)

- Sec. 86-97. - Same—Review.

Upon receipt of a petition complying with the requirements of Section 86-96, the petition shall be reviewed by all proper city departments and public utilities holding franchises from the city, each of which shall determine whether the closing of such street or road would adversely affect the public health, safety or welfare.

(Code 1968, § 23-52)

- Sec. 86-98. - Ordinance to be prepared.

If the city council determines that the proposed street or road closing should be considered further, an appropriate ordinance shall be prepared to vacate the right-of-way, which ordinance shall then be noticed, read and acted upon in accordance with applicable laws of the state.





**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

[growthmanagement@lcfla.com](mailto:growthmanagement@lcfla.com)

• **Sec. 86-99. - Conditions of vacation.**

Prior to and as a condition to adopting an ordinance vacating a municipal right-of-way, the city shall:

- (1) Cause the subject right-of-way to be appraised by generally accepted appraisal methods and valued at a value comparable to unimproved lands contiguous thereto; and
- (2) Require the payment to the city as a closing charge, the value of the right-of-way as established under this section.

(Code 1968, § 23-54)

• **Sec. 86-100. - Expenses.**

Upon the granting of the petition and the adoption of an ordinance vacating the right-of-way, the petitioner shall pay to the city all expenses incurred in connection therewith including, but not limited to, proof of ownership of adjacent lands, surveyor's fees, appraiser's fees, legal fees and expenses and publication expense. The nonrefundable fee paid to the city as required by section 86-96(7), shall be applied toward the payment of the closing charges and expenses required under this article to be paid by the petitioner.

(Code 1968, § 23-55)

• **Sec. 86-101. - Easements.**

Each ordinance adopted in accordance with this article vacating a municipal right-of-way shall contain a reservation unto the city of a perpetual easement for utilities, unless this requirement is waived or modified by formal action of the city council in open session.

(Code 1968, § 23-56)



**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 719-5766

[growthmanagement@lcfla.com](mailto:growthmanagement@lcfla.com)

**FOR USE BY THE LAKE CITY GROWTH DEPARTMENT ONLY**

**Attachments - Checklist**

Legal Description ✓ *AK*  
Title ✓ *AK*  
Other Abutting Land Owners ✓ *AK*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Right-of-Way Cert \_\_\_\_\_

Sketch/Drawing ✓ *AK*

Payment ✓ *AK*

Review and Initial all Requirements *AK*

**Petitioner:**

**George H. Hudson Jr.  
309 SW Lakeview Ave  
Lake City, Fla. 32025  
residence and mailing address are the same**

**Legal Description:**

**The south 50.00 feet of the North 158.00 feet of block 15, McFarlane Park Subdivision, a subdivision according to the plat thereof recorded in plat book B, page 5 of the public records of Columbia County, Florida.**

**Land abutting the subject right away:**

**Patricia A Caldwell  
339 SW Lakeview Ave  
Lake City, Fla. 32025  
Mailing Address:  
PO Box 2843  
Lake City, Fla. 32056**





**Columbia County Property Appraiser** Jeff Hampton | Lake City, Florida | 386-758-1083

**PARCEL: 00-00-00-12601-001 (41141)** | SINGLE FAMILY (0100) | 0.316 AC  
 W DIV: N 108 FT OF BLOCK 15 MCFARLANE PARK S/D & S1/2 OF SPRING ST LYING E OF SEVENTH ST (NKA SW LAKEVIEW AVE) SAID PORTION OF CLOSED ST LYING N OF &

<b>Owner:</b> HUDSON GEORGE H JR		<b>2022 Working Values</b>	
309 SW LAKEVIEW AVE		Mkt Lnd	\$22,950
LAKE CITY, FL 32055		Ag Lnd	\$0
<b>Site:</b> 309 SW LAKEVIEW Ave, LAKE CITY		Bldg	\$197,261
		XFOB	\$9,150
<b>Sales Info</b>		Just	\$229,361
4/26/2012	\$100 I(U)		
12/15/2004	\$100 I(U)		
12/22/2003	\$100 I(U)		
		Appraised	\$229,361
		Assessed	\$171,508
		Exempt	\$50,000
		<b>county:</b>	<b>\$121,508</b>
		<b>city:</b>	<b>\$121,508</b>
		<b>other:</b>	<b>\$0</b>
		<b>school:</b>	<b>\$146,508</b>

NOTES:



This information was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. [GrizzlyLogic.com](http://GrizzlyLogic.com)





0 73 146 219 292 365 438 511 584 657 730 ft

**Columbia County Property Appraiser** Jeff Hampton | Lake City, Florida | 386-758-1083

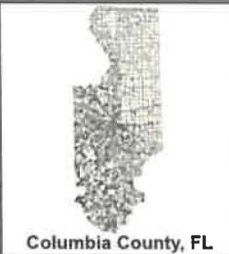
**PARCEL: 00-00-00-12601-000 (41140)** | MUNICIPAL IMP-EX (8900) | 0.552 AC  
 W DIV: ALL BLOCK 15 MCFARLANE PARK S/D & N1/2 OF SPRING ST, EX N 108 FT OF BLK 15 & EX S1/2 OF SPRING ST AS LIES E OF SEVENTH ST (NKA SW LAKEVIEW AVE)

NOTES:

**Owner: CITY OF LAKE CITY**  
 205 N MARION AVE  
 LAKE CITY, FL 32055

Site:  
 Sales Info: NONE

		2022 Working Values	
Mkt Lnd	\$31,238	Appraised	\$31,238
Ag Lnd	\$0	Assessed	\$31,238
Bldg	\$0	Exempt	\$31,238
XFOB	\$0	Total	county:\$0 city:\$0
Just	\$31,238	Taxable	other:\$0 school:\$0



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[GrizzlyLoglc.com](http://GrizzlyLoglc.com)



HOME

Record Search Search Results Parcel Details GIS Map



Tools

- ▶ MEASURE OUTPUT
- ▶ SAVE MAP IMAGE
- ▶ PRINT MAP

Paper Size: 8.5 x 11  Show map center outline

Paper Orientation: Portrait

Highlight Current Parcel: (if any)  
 Outline  Color Fill  Label

Notes for Title Block: (optional)

Print Preview / Send to Printer

Please read Printer Settings below

Printer Settings

- You must set the same Paper Size and Orientation in the system Printer Dialog box to match the settings above.
- For best results: Use your printer's minimum margin setting (0.5" on sides and top) You may need to test several margins settings for your specific printing device.
- Turn off any "Shrink to Fit" option or set scale factor to 100%

DISCLAIMER:

- Web browsers are not designed to print maps to scale, this site makes no guarantee of the accuracy of the final product.
- Please do not use this website to obtain printed maps to scale.



▼ OPTIONS

- Show Scalebar
- Auto-hide PRINT panel
- Show Zoom IN/OUT menu icons

M. S. MARIAN S. HUDSON, JR.  
1234 5th Street, Suite 100  
Lake City, Florida 32155

MARIAN S. HUDSON, JR.  
1234 5th Street, Suite 100  
Lake City, Florida 32155  
Phone: 407-352-1234  
Fax: 407-352-1234

FILED BY THE CLERK OF COURTS  
COLUMBIA COUNTY, FLORIDA  
DATE: 5/9/2012, TIME: 12:11:00 PM  
PAGE: 1 OF 2

**CORRECTIVE WARRANTY DEED**

THIS INSTRUMENT made this 26 day of April, 2012 between MARIAN S. HUDSON, as Trustee of the George H. Hudson, Sr. Living Trust and as Trustee of the Marian S. Hudson Living Trust, whose address is P.O. Box 2499, Lake City, Florida 32155, party of the first part, and GEORGE H. HUDSON, JR., whose address is 709 SW Lakewood Avenue, Lake City, Florida 32155, party of the second part.

**WITNESSETH**

WHEREAS, GEORGE H. HUDSON, SR. and his wife, MARIAN S. HUDSON, conveyed the real property more particularly described below (the "Property") to George H. Hudson, Sr. by that certain Warranty Deed dated December 15, 2004, and recorded as Official Records Book 1053, Page 547 of the public records of Columbia County, Florida ("Original Deed") and

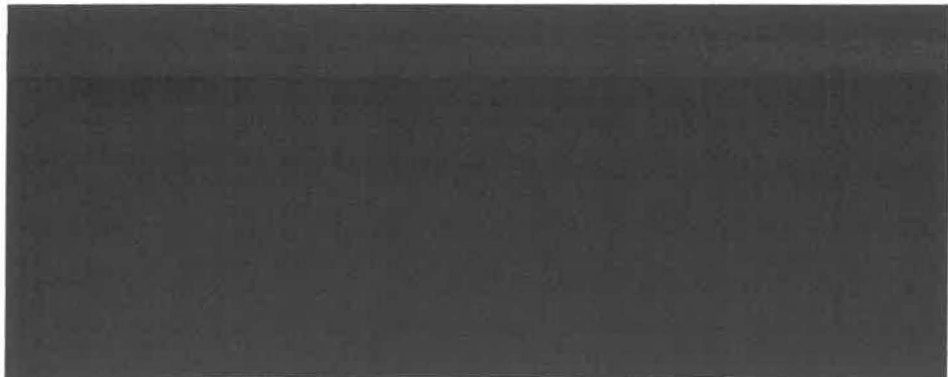
WHEREAS, due to scrivener's error, the Original Deed set forth the name of the grantor therein as George H. Hudson, Sr. and his wife, Marian S. Hudson rather than George H. Hudson, Sr. as Trustee of the George H. Hudson, Sr. Living Trust as to a 50% interest and Marian S. Hudson as Trustee of the Marian S. Hudson Living Trust as to a 50% interest and further omitted certain statements regarding trustee powers; and

WHEREAS, GEORGE H. HUDSON, SR. died on October 30, 2011, as a result of his death, MARIAN S. HUDSON became the sole Trustee of the George H. Hudson, Sr. Living Trust; and

WHEREAS, the said party of the first part desires to clear up any cloud which may exist on the title to the Property in the party of the second part by reason of such scrivener's errors and to convey to the party of the second part the Property;

NOW THEREFORE, the said party of the first part, in consideration of love and affection has granted, bargained, and conveyed to the said party of the second part, his heirs, successors and assigns forever, the following described lands, situate, lying and being in Columbia County, Florida, to wit:

Lot North 100 feet of Block 15, McFARLANE PARK SUBDIVISION, a subdivision according to the plat thereof recorded in Plat Book B, Page 507 of the Public Records of Columbia County, Florida.



ALSO

The South 1/2 of Spring Street lying East of Seventh Street (Block A) in  
MARIANE SUBDIVISION

Real State Assessment No. 0000001260000

Subject to covenants, restrictions, easements, mortgages and all other encumbrances of  
record and taxes assessed subsequent to December 31, 2011, provided, however, this reference  
will not serve to reimpose any such covenants, restrictions or easements.

MARIAN S. HUDSON, hereby certifies that the above described property does not  
constitute her constitutional homestead as made and provided by the laws of the State of Florida.

**TO HAVE AND TO HOLD** for same together with all and singular the appurtenances  
hereunto in anywise appertaining, to the estate, right, title, interest, here, equity and  
claim whatsoever of the said party of the first part, either in law or equity, to the only property  
within and below of the said party of the second part, his successors and assigns forever.

IN WITNESS WHEREOF, the undersigned, has hereunto set her hand and seal the day and  
year first above written.

Signed and Sealed in Our  
Presence:

Sign: [Signature]  
Print Name: Marian S. Hudson

[Signature] TTE  
MARIAN S. HUDSON, as Trustee  
Trustee of the George H. Hudson, Sr.  
Living Trust and as Trustee of the  
Marian S. Hudson Living Trust

Sign: [Signature]  
Print Name: RICHARD GREEN

STATE OF FLORIDA  
COUNTY OF COLUMBIA

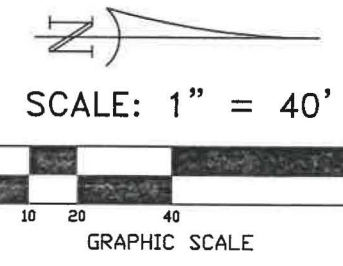
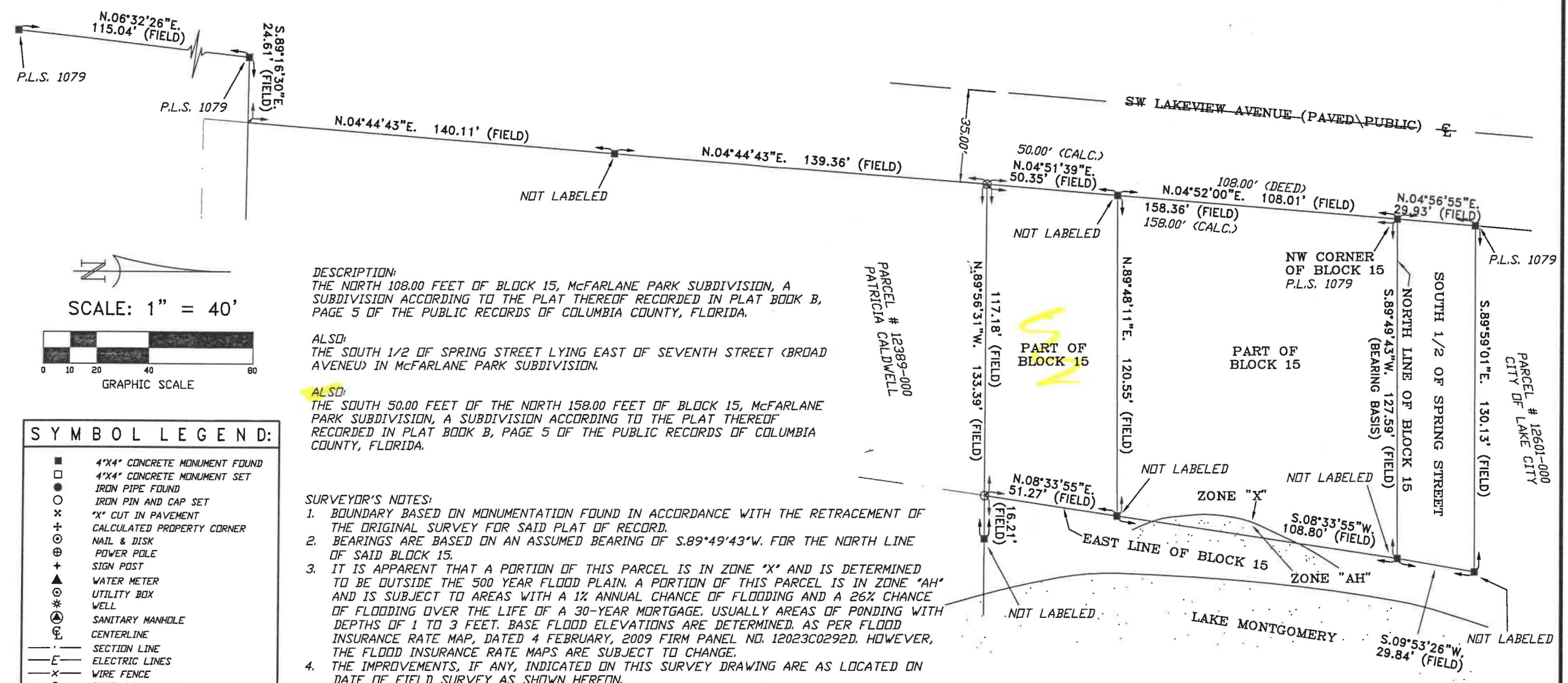
The foregoing instrument was acknowledged before me this 26 day of April  
2012, by MARIAN S. HUDSON, as Trustee of the George H. Hudson, Sr. Living Trust and as  
Trustee of the Marian S. Hudson Living Trust, NOTARY PUBLIC STATE OF FLORIDA, who is  
personally known to me or [ ] who has produced a current [State] driver's  
license as identification.



[Signature]  
Notary Public, State of Florida  
Commission Number: 012592254



BOUNDARY SURVEY IN SECTION 31, TOWNSHIP 3 SOUTH,  
RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.



**DESCRIPTION:**  
THE NORTH 108.00 FEET OF BLOCK 15, McFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

**ALSO:**  
THE SOUTH 1/2 OF SPRING STREET LYING EAST OF SEVENTH STREET (BROAD AVENUE) IN McFARLANE PARK SUBDIVISION.

**ALSO:**  
THE SOUTH 50.00 FEET OF THE NORTH 158.00 FEET OF BLOCK 15, McFARLANE PARK SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 5 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

- SURVEYOR'S NOTES:**
- BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PLAT OF RECORD.
  - BEARINGS ARE BASED ON AN ASSUMED BEARING OF S.89°49'43\"/>

**SYMBOL LEGEND:**

■	4\"/>
---	-------

CERTIFIED TO:  
  
GEORGE H. HUDSON JR.

FIELD BOOK: 383 PAGE(S): 35

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

06/28/22 07/08/22  
FIELD SURVEY DATE DRAWING DATE

L. SCOTT BRITT, P.S.M.  
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



**BRITT SURVEYING & MAPPING, LLC**


LAND SURVEYORS AND MAPPERS, L.B. # 8016  
1438 SW MAIN BLVD, LAKE CITY, FLORIDA 32025  
(386)752-7163 FAX (386)752-5573  
www.brittsurvey.com  
WORK ORDER # L-28678

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Jake Hill, Jr., Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Eugene Jefferson, Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Todd Sampson, Council Member	<u>      </u>	<u>      </u>	<u>✓</u>	<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. City Council Resolution No. 2022-117 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Colby Redfield, M.D., an individual, to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; providing for an annual fee of \$20,000.00; providing for conflict; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-117**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COLBY REDFIELD, M.D., AN INDIVIDUAL, TO SERVE THE CITY AS THE CITY FIRE DEPARTMENT MEDICAL DIRECTOR FOR THE CITY EMERGENCY MANAGEMENT DISPATCH SYSTEM; PROVIDING FOR AN ANNUAL FEE OF \$20,000.00; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to appoint a City Fire Department Medical Director for the City Emergency Management Dispatch System; and

**WHEREAS**, Colby Redfield, M.D. (hereinafter "Redfield") has agreed to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; and

**WHEREAS**, to memorialize the services to be provided by Redfield, the City and Redfield desire to enter into the *Medical Director Agreement Between the City of Lake City, Florida and Colby Redfield, M.D.* (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A"; and

**WHEREAS**, the City Council finds that it is in the best interest of the City and its citizens to enter into the Agreement with Redfield pursuant to and in accordance with the terms, provisions, conditions, and requirements of the Agreement.

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

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

**Section 2.** The City hereby appoints Redfield to serve as the City Fire Department Medical Director for the City Emergency Management Dispatch System for the City.

**Section 3.** The City Council is hereby authorized to enter into the Agreement with Redfield for his services effective October 1, 2022, at an annual fee of twenty thousand dollars and zero cents (\$20,000.00), payable in four (4) equal quarterly installments of five thousand dollars and zero cents (\$5,000.00)

each beginning December 1, 2022, and each calendar quarter thereafter during the term of the Agreement.

**Section 4.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided, however, that any such changes or modifications shall not cause the payment to Redfield to exceed the Agreement Price. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Redfield shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 5.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent.

**Section 6.** Effective date. This resolution shall take effect upon its adoption.

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



**MEDICAL DIRECTOR AGREEMENT BETWEEN THE CITY OF LAKE CITY,  
FLORIDA AND COLBY REDFIELD, M.D.**

**THIS AGREEMENT** made and entered into this \_\_\_\_day of \_\_\_\_\_ 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Colby Redfield, M.D. (License ME126222), having a primary practice address of 1300 Miccosukee Rd., Tallahassee, Florida 32308 (herein referred to as "Dr. Redfield").

**RECITALS**

**WHEREAS**, Dr. Redfield is a medical doctor licensed and authorized to practice medicine in the State of Florida; and

**WHEREAS**, the City desires to contract with Dr. Redfield for the purpose of providing Dr. Redfield services to the City as more specifically set forth herein; and

**WHEREAS**, Dr. Redfield has agreed to serve the City as the City Fire Department Medical Director for the City Emergency Medical Dispatch System; and

**WHEREAS**, Dr. Redfield is an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Dr. Redfield and no payroll or other taxes withheld as Dr. Redfield is an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **Recitals**: The foregoing recitals are all true and correct and are incorporated into and made a part of this Agreement.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

a. "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

b. "CONTRACT" means the terms, conditions, and covenants expressed herein (hereinafter referred to as the "Contract" or "Agreement"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding.

c. "CONTRACTOR" means the individual or firm offering

professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services as the City Fire Department Medical Director for the City Emergency Management Dispatch System, but not limited to, the services and responsibilities listed within the Agreement.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by Dr. Redfield or one of its sub-contractors in providing and performing the professional services, work and materials for which Dr. Redfield is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between Dr. Redfield and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Services:** Dr. Redfield agrees to perform the professional services as Medical Director for the City as provided for herein.

4. **Medical Director's Duties and Responsibilities:** Dr. Redfield shall promulgate clinical protocols, provide clinical direction, and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. Dr. Redfield shall supervise and assume direct responsibility for the clinical oversight of the City Emergency Medical Dispatch System, Fire Department First Responders, EMTs, and Paramedics operating as part of the City Emergency Medical Dispatch System. All City Fire Department First Responders, EMTs, and Paramedics operating as part of the Emergency Medical Dispatch System shall abide by all medical protocols authorized by Dr. Redfield. The duties of Dr. Redfield shall be as follows:

- a. Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.
- b. Develop and revise, when necessary, Trauma Transport Protocols for submission to the Florida Department of Health for approval. Ensure all EMTs and paramedics are trained in the use of the trauma scorecard methodologies for adult and pediatric trauma patients.
- c. Develop and revise, when necessary, Stroke Alert Transport Protocols for the submission to the Department of Health for approval. Ensure that all EMTs and paramedics are trained in the use of the stroke assessment scorecard methodology.
- d. Assist all appropriate agencies of the City to the greatest extent

possible in the delivery of competent emergency medical care. This includes implementation of the policies established by the Emergency Management Division and City Council.

e. Work with emergency department directors to insure a community standard of care.

f. Assist all appropriate agencies to the greatest extent possible in the delivery of exceptional clinical care.

5. **Compensation:** City shall pay Dr. Redfield the sum of twenty thousand dollars and zero cents (\$20,000.00) per year, payable in four (4) equal quarterly installments of five thousand dollars and zero cents (\$5,000.00) each beginning retroactively to October 1, 2022, and each calendar quarter thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

6. **Insurance:** Dr. Redfield shall maintain during the term of this agreement the following insurance coverage:

a. Professional liability of no less than \$250,000.00 per claim and \$750,000.00 aggregate coverage to include emergency medical services.

b. Workers' compensation coverage in the statutory amounts as required by Florida law, unless Dr. Redfield provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

7. **Indemnity:** Dr. Redfield is an independent contractor and agrees

to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Dr. Redfield or his agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Term of Contract:** The initial term of this agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023. This Contract may be extended for four (4) additional one-year periods (total 5 years) upon terms and conditions and the written agreement of the parties. Either party may terminate this Contract with or without cause upon giving thirty (30) days prior written notice to the other party. Dr. Redfield's agreement to indemnify and hold harmless City and the provisions contained in paragraph 7 shall survive the termination of this Contract. Unless Dr. Redfield is in default under this Contract, Dr. Redfield shall be paid for all work performed prior to the termination of this Contract.

9. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal

or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Dr. Redfield arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

10. **Liability:** Dr. Redfield shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of Dr. Redfield, or by any subcontractor engaged by Dr. Redfield in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by Dr. Redfield's negligent performance of any of its obligations contained in this Contract. Dr. Redfield shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of Dr. Redfield's errors, omissions, negligence, breaches of contract or delays, or those of any and all subcontractors engaged by Dr. Redfield during the providing, performing and furnishing of services or materials pursuant to this Contract.

11. **Licenses and Compliance with Regulations:** Dr. Redfield agrees

to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Dr. Redfield pursuant to this Contract.

Dr. Redfield agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Dr. Redfield for the City, and by any sub-contractor engaged by Dr. Redfield.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** Dr. Redfield shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. Dr. Redfield shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.



14. **Public Records:** Dr. Redfield shall comply with all public records laws.

a. **IF DR. REDFIELD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DR. REDFIELD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

b. Dr. Redfield shall comply with public records laws, specifically  
Dr. Redfield shall:

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

law for the duration of the contract term and following completion of the contract if Dr. Redfield does not transfer the records to the City.

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

- 4) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of t Dr. Redfield or keep and maintain public records required by the City to perform the service. If Dr. Redfield transfers all public records to the City upon completion of the contract, Dr.

Redfield shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Dr. Redfield keeps and maintains public records upon completion of the contract, Dr. Redfield shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 5) Failure of Dr. Redfield to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-verify:** As applicable and as a condition precedent to entering into this Contract, and in compliance with Section 448.095, Florida Statutes, Dr. Redfield and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Dr. Redfield shall require each of its subcontractors to provide Dr. Redfield with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Dr. Redfield shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

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

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

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statutes. Dr. Redfield acknowledges that upon termination of this Contract by the City for a violation of this section by Dr. Redfield, Dr. Redfield may not be awarded a public contract for at least one (1) year. Dr. Redfield further acknowledges that Dr. Redfield is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Dr. Redfield or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Dr. Redfield shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set

forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Agreement and all addendum, and all attachments thereto. With those incorporations, this Contract constitutes the entire agreement between City and Dr. Redfield and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract 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.

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

19. **Effective Date:** It is agreed by City and Dr. Redfield that the effective date is that date first written above.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract 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

**COLBY REDFIELD, M.D.**

By: \_\_\_\_\_  
Colby Redfield, M.D.

**File Attachments for Item:**

8. City Council Resolution No. 2022-123 - A resolution of the City of Lake City Florida, re-appointing Sean McMahon to serve as a member on the Planning and Zoning Board and the Board of Adjustment; and providing for an effective date.

**CITY COUNCIL RESOLUTION 2022-123**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RE-APPOINTING SEAN MCMAHON TO SERVE AS A MEMBER ON THE PLANNING AND ZONING BOARD AND THE BOARD OF ADJUSTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the members of the Board of Adjustment of the City of Lake City, Florida (hereinafter the “Board of Adjustment”) also serve as members of both the Planning and Zoning Board and the Historical Board of the City of Lake City, Florida (hereinafter the “City”); and

**WHEREAS**, the adoption of ordinance 2021-2201 established four (4) year terms of office for each of the seven (7) members or offices of both the Planning and Zoning Board and the Board of Adjustment; and

**WHEREAS**, in accordance with ordinance 2021-2201 the terms of office shall be for (4) years; provided, however, that of the seven (7) members first appointed to the aforementioned boards at the effective date of the ordinance two (2) shall be appointed for one year, two (2) shall be appointed for two (2) years, and three(3) shall be appointed for three (3) years, and that all appointments thereafter shall be for four (4) years; and

**WHEREAS**, ordinance 2021-2201 passed upon second and final reading on November 01, 2021; and

**WHEREAS**, the City Council adopted City Council Resolution 2021-170 which appointed members to five (5) of the seven (7) offices of the Planning and Zoning Board and established the terms of all seven (7) offices; and

**WHEREAS**, the City Council has previously found that it was in the best interest of the City to appoint members to the offices of the Board of Adjustment and establish terms of all seven (7) offices of said board to run concurrently with the Planning and Zoning Board terms of office as described below; and

**WHEREAS**, Sean McMahon was previously appointed to complete the term of Daniel Adel in office B on the Planning and Zoning Board and the Board of Adjustment pursuant to City Council Resolution No.:2022—026; and

**WHEREAS**, Sean McMahon has expressed a desire to continue serving on the Planning and Zoning Board and the Board of Adjustment; and



**WHEREAS**, the City Council desires to ratify the service of Sean McMahon as a member of the Planning and Zoning Board and the Board of Adjustment for office B which term expires October 31, 2026; and

**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.** That Sean McMahon is hereby re-appointed to serve as a member on the Planning and Zoning Board and the Board of Adjustment for office B, the term of which expires on October 31, 2026.

**Section 3.** The composition of the Board of Adjustment, upon the passing of this Resolution shall be as follows:

<u>Office Designation and Term and Expiration</u>	<u>Name of Appointee</u>
A. Four (4) years through October 31, 2026	Vacant
B. Four (4) years through October 31, 2026	Sean McMahon
C. Two (2) years through October 31, 2023	Christopher Lydick
D. Two (2) years through October 31, 2023	Gregory Cooper
E. Three (3) years through October 31, 2024	Larry Nelson
F. Three (3) years through October 31, 2024	James Carter
G. Three (3) years through October 31, 2024	Mary McKellum

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

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of November, 2022.

CITY OF LAKE CITY, FLORIDA

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

Stephen M. Witt, Mayor

ATTEST:

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

Audrey E. Sikes, City Clerk

APPROVED AS FOR AND LEGALITY:

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

Thomas J. Kennon, III

City Attorney

**File Attachments for Item:**

9. City Council Resolution No. 2022-124 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of canine Mia from Oscar Vidal and authorizing the Lake City Police Department, (hereinafter "LCPD") to train and utilize canine Mia as part of its law enforcement; and establishing an effective date.

TJK/mbs  
10/28/22

**CITY COUNCIL RESOLUTION 2022-124**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF CANINE MIA FROM OSCAR VIDAL AND AUTHORIZING THE LAKE CITY POLICE DEPARTMENT, (hereinafter “LCPD”) TO TRAIN AND UTILIZE CANINE MIA AS PART OF ITS LAW ENFORCEMENT; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, LCPD has been offered Canine MIA to be trained and utilized by LCPD as part of its law enforcement; and

**WHEREAS**, the City Council finds that authorizing LCPD to accept the donation of Canine MIA is in the best interests of LCPD and 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 hereby incorporated herein and made a part of this resolution.

**Section 2.** The acceptance of Canine MIA is hereby authorized and approved and the Mayor and Chief of Police are authorized to execute all necessary documentation to effect such.

**Section 3.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of November, 2022.

CITY OF LAKE CITY, FLORIDA

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

ATTEST:

APPROVED AS FOR AND LEGALITY:

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

BY: \_\_\_\_\_  
Thomas J. Kennon, III  
City Attorney

## Sikes, Audrey

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**From:** Miles, Andy  
**Sent:** Wednesday, November 2, 2022 10:43 AM  
**To:** Sikes, Audrey  
**Subject:** FW: Mia

Audrey,  
Here is the email I got when Mia was donated.

Andy Miles  
Assistant Chief of Police  
Lake City Police Department  
225 NW Main Blvd  
Lake City, FL 32055  
(386) 758-5421  
milesa@lcflapd.com

-----Original Message-----

From: Luis Luis <luisluis19644@gmail.com>  
Sent: Thursday, October 6, 2022 1:14 PM  
To: Miles, Andy <MilesA@lcfla.com>  
Subject: Mia

I, Oscar Vidal, have donated my female German Shepherd to the Lake City Police Department (Mia). If you have any questions you can contact me at the number below.

Thank you.  
Oscar Vidal  
352 554 7978

Sent from my iPhone

**File Attachments for Item:**

10. City Council Resolution No. 2022-125 - A resolution of the City Council of the City of Lake City, Florida, authorizing the addition of Angela Taylor as an authorized signor of all checks, vouchers, transfers or disbursements on all bank accounts of the City of Lake City, Florida; and providing for an effective date.

TJK/mbs  
11/01/22

**CITY COUNCIL RESOLUTION 2022-125**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ADDITION OF ANGELA TAYLOR AS AN AUTHORIZED SIGNOR OF ALL CHECKS, VOUCHERS, TRANSFERS OR DISBURSEMENTS ON ALL BANK ACCOUNTS OF THE CITY OF LAKE CITY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Donna R. Duncan resigned her position as the City Finance Director; and

**WHEREAS**, Angela Taylor has been appointed City Finance Director and has assumed such duties; and

**WHEREAS**, it had been determined that it is necessary and in the best interest of the city to now authorize the addition of Angela Taylor as an additional signatory on all checks, vouchers, or disbursements on all city bank accounts.

**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.** Angela Taylor, as the appointed City Finance Director, is hereby authorized as an additional signatory, available to sign all checks, vouchers, or disbursements of any kind on all bank accounts of the City of Lake City, Florida, which authorize the disbursement and payment of funds from said bank accounts.

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

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of November 2022.



CITY OF LAKE CITY, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Thomas J. Kennon, III  
City Attorney

**File Attachments for Item:**

11. City Council Resolution No. 2022-126 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Foster and Foster, Inc. for the preparation of OPEB Study; providing for a cost not to exceed \$9,500.00; and providing for an effective date.

**CITY COUNCIL RESOLUTION 2022-126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOSTER AND FOSTER, INC. FOR THE PREPARATION OF OPEB STUDY; PROVIDING FOR A COST NOT TO EXCEED \$9,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Lake City, Florida (hereinafter the "City") is required by Governmental Accounting Standards Board (GASB) Statement Number 75 to have a Other Postemployment Benefit Study (OPEB); and

**WHEREAS**, The City has received a quote from Foster and Foster, Inc. to perform the OPEB study for a cost not to exceed \$9,500.00; and

**WHEREAS**, The City Council desires to enter into an Actuarial Services Agreement with Foster and Foster, Inc. for the preparation of the OPEB study; and

**WHEREAS**, The City Council finds that accepting the terms and conditions of the Actuarial Services Agreement with Foster and Foster, Inc. a copy of which is attached hereto and made a part of this resolution (hereinafter, the "Agreement") is in the best interest 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 Council hereby authorizes the execution of the Agreement with Foster and Foster, Inc.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Foster and Foster, Inc. to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Agreement 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 Foster and Foster, Inc. shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of November, 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

BY: \_\_\_\_\_  
Thomas J. Kennon, III  
City Attorney

**ACTUARIAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the **CITY OF LAKE CITY, FL**, (herein referred to as the "City") and **FOSTER & FOSTER, INC.** (herein referred to as the "Actuary").

**WITNESSETH**

**WHEREAS**, the Actuary has demonstrated the expertise and experience to perform the actuarial services outlined in said proposal.

**NOW, THEREFORE**, in consideration of services to be performed and payments to be made together with mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. The Actuary shall, within sixty (60) days of receipt of all required employee and financial data, complete and return to the City the following:
  - A. Performance of an actuarial valuation, including preparation of disclosure information for auditors per Governmental Accounting Standards Board Statements (GASB) No. 75 for employer reporting for the Fiscal Year ending September 30, 2022. In the course of the valuation, we will generally review the experience of the Plan.
  - B. Performance of an interim report per GASB No. 75 for the Fiscal Year ending September 30, 2023.
  - C. One kickoff conference call with the Client to discuss actuarial assumptions and to discuss the project. One additional conference call included, if needed. Hourly rates will only be charged for if more than two (2) conference calls are conducted.
  - D. One meeting (via teleconference) to discuss results.

In consideration of the satisfactory performance of services and delivery of work products as provided in paragraph 1 of this Agreement, the City agrees to pay the Actuary an annual fee of \$7,500 for the annual valuation for the fiscal year ending September 30, 2022 under GASB 75.

This fee will increase by 5% for each year thereafter where a full valuation is performed.

In consideration of the satisfactory performance of services and delivery of work products as provided in paragraph 1 of this Agreement, the City agrees to pay the Actuary an annual fee of \$2,000 for the interim disclosure report for the fiscal year ending September 30, 2023 under GASB 75. Note: Client must be eligible for interim pursuant to GASB 75. Otherwise, a full valuation will be performed.

This fee will increase by 5% for each year thereafter where an interim valuation is performed.

2. During the agreement period, the Actuary shall also perform such additional actuarial services as may be requested by the City including, but not limited to:
  - A. Perform special actuarial Studies to determine the costs associated with the implementation of alternative benefits. For example, the costs associated with changing the employer-provided subsidy to something higher or lower could be examined.
  - B. Conduct meetings with employee groups to explain plan provisions and to answer questions.
  - C. Analyze funding trends to predict future OPEB costs and liabilities.
  - D. Perform experience studies to help provide the City with historical data to use when setting actuarial assumptions.
  - E. Perform other consulting services via telephone, email, or facsimile.



The charges not explicitly stated above for work shall be based upon the amount of time required to complete each task. A firm fee quotation prior to commencing any work may be provided upon request.

The hourly charges shall be:

	<u>Hourly Rate</u>
Senior Actuarial Consultant	\$350
Actuarial Consultant	\$300
Actuarial Analyst	\$250
Administrative/Clerical	\$150

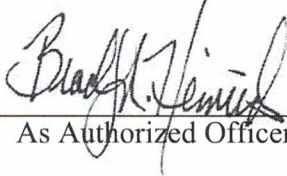
3. This Agreement embodies the entire agreement of the parties hereto and no modification thereof shall be made except by written amendment agreed to and executed by both parties.
4. The City shall deliver to the Actuary all employee and financial data and any such further information as the Actuary shall deem necessary from time to time in order to complete the job.
5. The City may terminate this Agreement at any time upon thirty (30) days written notice to Actuary. In the event that the City determines to terminate this Agreement without cause, or in the event that the Client fails to perform any of its duties hereunder for a period of more than sixty (60) days after written notice by the Actuary of such failure, the Actuary may terminate this agreement and be entitled to compensation to the date of such termination, based on the actual work performed.
6. The term of this Agreement shall be for two (2) years from date, unless sooner terminated pursuant to paragraph 5, and may be renewed for subsequent periods of one (1) year each upon the mutual agreement of the parties hereto. There shall be no change in any terms unless mutually agreed to by the parties hereto.
7. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.

8. This Agreement shall be construed in accordance with the laws of the State of Florida to the extent not pre-empted by federal law and the provisions hereof shall be governed by such law. All prior agreements between the parties are hereby terminated and superseded by this Agreement.
9. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
10. Any action arising under this Agreement shall be brought exclusively in Columbia County, Florida.
11. Public Entity Crimes Bill - Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



**IN WITNESS WHEREOF**, the Client has signed duplicates hereof, and **FOSTER & FOSTER, INC.** has caused its corporate name to be signed to said duplicates by its proper officers thereunto duly authorized on the day and in the year first above written.

**FOSTER & FOSTER, INC.**

By:   
As Authorized Officer

Date: 10/17/2022

**CITY OF LAKE CITY, FL**

By: \_\_\_\_\_  
As Authorized Officer

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

12. Pursuant to Section 119.0701, Florida Statutes, the Parties agree to the following:

- A. During the term of this Agreement, Foster and Foster, Inc. shall comply with the Florida Public Records Law, to the extent such law is applicable to Foster and Foster, Inc.. If Section 119.0701, Florida Statutes is applicable, Foster and Foster, Inc. shall do the following: (1) Keep and maintain public records required by City to perform this service; (2) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Foster and Foster, Inc. does not transfer the records to City; (4) Upon completion of the contract, Foster and Foster, Inc. will transfer, at no cost, all public records to City, or keep and maintain public records required by City to perform the service. If Foster and Foster, Inc. transfers to City all public records upon completion of the contract, Foster and Foster, Inc. shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Foster and Foster, Inc. keeps and maintains public records upon completion of the contract, Foster and Foster, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
- B. Foster and Foster, Inc. shall keep and make available to City for inspection and copying, upon written request by City, all records in Foster and Foster, Inc.'s possession relating to this Agreement. Any document submitted to City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in Foster and Foster, Inc.'s possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- C. During the term of this Agreement, Foster and Foster, Inc. may claim that some or all of Foster and Foster, Inc.'s information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Foster and Foster, Inc. in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Foster and Foster, Inc. shall clearly identify and mark Confidential Information as "Confidential Information" and City shall use its best efforts to maintain the confidentiality of the information properly identified by Foster and Foster, Inc. as "Confidential Information."
- D. City shall promptly notify Foster and Foster, Inc. in writing of any request received by City for disclosure of Foster and Foster, Inc.'s Confidential Information and Foster and Foster, Inc. may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Foster and Foster, Inc. shall protect, defend, indemnify, and hold City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Foster and Foster, Inc. shall investigate, handle, respond to, and defend, using counsel chosen by City, at Foster and Foster, Inc.'s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Foster and Foster, Inc. shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. Foster and Foster,

Inc. releases City from all claims and damages related to any authorized and lawful disclosure of documents by City.

- E. If the Foster and Foster, Inc. refuses to perform its duties under this section within 14 calendar days of notification by City that a demand has been made to disclose Foster and Foster, Inc.'s Confidential Information, then Foster and Foster, Inc. waives its claim that any information is Confidential Information, and releases City from claims or damages related to the subsequent disclosure by City.
- F. A request to inspect or copy public records relating to this Agreement must be made directly to City. If City does not possess the requested records, City shall immediately notify Foster and Foster, Inc. of the request, and Foster and Foster, Inc. must provide the records to City or allow the records to be inspected or copied within a reasonable time.
- G. If Foster and Foster, Inc. fails to comply with the Public Records Law, Foster and Foster, Inc. shall be deemed to have breached a material provision of this Agreement and City shall enforce this Agreement and Foster and Foster, Inc. may be subject to penalties pursuant to Chapter 119.
- H. **IF FOSTER AND FOSTER, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING FOSTER AND FOSTER, INC.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FOSTER AND FOSTER, INC. SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-719-5756, OR CITYCLERK@LCFLA.COM OR 205 N. MARION AVE., LAKE CITY, FLORIDA 32055**