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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

February 18, 2025 at 6:00 PM

Venue: City Hall

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## AGENDA

### REVISED

#### Revised 2/13/2025: Item #10 resolution updated

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

#### Pledge of Allegiance

**Invocation** - Council Member Tammy Harris

#### 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.***

***Failure to abide by the rules of decorum will result in removal from the meeting.***

#### Approval of Agenda

**Proclamations** - None

#### 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**

- [1.](#) Minutes - January 6, 2025 Regular Session
- [2.](#) Minutes - January 21, 2025 Regular Session
- [3.](#) Minutes - February 3, 2025 Regular Session

### **Presentations**

- [4.](#) Tyler Todd, Lead Operator Saint Margarets Wastewater Treatment Facility, Powerpoint - Flush to Finish
5. Cameron Myers and Cheyanne Myers - Fox Lagoon (Council Member Ricky Jernigan)

A short video has been provided and will be shown at the meeting. A copy is on file with the City Clerks Office.

### **Old Business - None**

Ordinances - None

Resolutions - None

Other Items

- [6.](#) Discussion and Possible Action - Michael Cavendish, Cavendish Partners - Legal opinion on a matter involving a final employment payment made to departing City Manager Paul Dyal. (Mayor Noah Walker)

### **New Business**

Ordinances - None

Resolutions

- [7.](#) City Council Resolution No. 2025-017 - A resolution of the City of Lake City, Florida, approving that certain form of Hangar Lease Agreement for use by the City Manager for leasing corporate hangars and "T" - hangars at Lake City - Gateway Airport; making certain findings of fact in support of the City approving said form of hangar lease agreement; authoring non-substantive changes to said form of hangar lease agreement with the concurrence of the City Attorney; directing the City Manager to utilize said form of hangar lease agreement in all

such cases where it is applicable; authorizing the City Manager or the City Manager's designee to execute such hangar lease agreement on behalf of the City; repealing all prior resolutions in conflict; and providing an effective date.

- [8.](#) City Council Resolution No. 2025-018 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and PFM Financial Advisors, LLC, a foreign limited liability company for Bond Advisory Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [9.](#) City Council Resolution No. 2025-026 - A resolution of the City of Lake City, Florida urging the Legislature of the State of Florida to enact legislation to provide a public records exemption for Municipal Clerks, Employees performing municipal elections work, and/or employees having any part in code enforcement functions of a city; making findings of fact in support thereof; repealing resolutions in conflict; and providing an effective date.
- [10.](#) City Council Resolution No. 2025-027 - A resolution of the City of Lake City, Florida accepting the proposal for engineering services and authorizing Task Order Number Thirteen (13) pursuant to the Contract with Mittauer & Associates, Inc., a Florida Corporation, to evaluate the City-owned site of 454 acres commonly known as the "Branford Crossing Site" to determine the feasibility of converting said site into a restricted public access land application effluent disposal site; approving that certain proposal and task order between the City of Lake City and said vendor in the amount of \$90,600; making certain findings of fact in support of the City approving said proposal and task order; recognizing the authority of the Mayor to execute and bind the City to said proposal and task order; directing the Mayor to execute and bind the City to said proposal and task order; repealing all prior resolutions in conflict; and providing an effective date.
- [11.](#) City Council Resolution No. 2025-028 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Columbia County, Florida, to operate the Waste Water Treatment Plant located within the North Florida Mega Industrial Park and owned by Columbia County, Florida; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

#### Other Items

- [12.](#) Discussion and Possible Action - Lake City Womens Club located at 257 SE Hernando Avenue (City Manager Don Rosenthal)

13. Discussion and Possible Action: Consider removal of tables in front of dais in council chambers (Council Member Tammy Harris)

**Departmental Administration - None**

**Comments by:**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

**Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

**Adjournment**

**YouTube 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. Minutes - January 6, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on January 6, 2025 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- James Curry
- Glenel Bowden

APPROVAL OF CONSENT AGENDA

1. City Council Resolution No. 2025-001 - A resolution of the City of Lake City, Florida, approving that certain form of utilities easement for use by City Departments and Administration; making certain findings of fact in support of the City approving said form of utilities easement; authorizing non-substantive changes to said form of utilities easement with the concurrence of the City Attorney; directing the City's departments and administration to utilize said form of utilities easement in all such cases where it is applicable; repealing all prior resolutions in conflict; and providing an effective date.
2. City Council Resolution No. 2025-007 - A resolution of the City Council of the City of Lake City, Florida, declaring certain personal property owned by the City to be either surplus to its needs and sold at public noticed 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, and authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City.

**Mr. Jernigan made a motion to approve the consent agenda as presented. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

NEW BUSINESS

Ordinances

3. City Council Ordinance No. 2025-2301 (first reading) - An ordinance pertaining to buildings, building regulations, contracting, permitting, licensure and insurance within the City of Lake City; repealing existing provisions of City Code; establishing certain uniform codes; establishing permitting fees and requirements; establishing insurance requirements; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

PUBLIC COMMENT: Glenel Bowden

**Mr. Jernigan made a motion to approve City Council Ordinance No. 2025-2301 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

Resolutions

4. City Council Resolution No. 2025-002 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal number 001-2025 for a qualified Florida Licensed Firm to conduct a City Hall Feasibility Analysis; accepting the proposal from Brame Heck Architects, Inc., a Florida Corporation; making certain findings of fact in support thereof; directing the City Manager to present to the City Council for approval a contract with said vendor which contract conforms to said vendor's proposal; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Rosenthal provided a brief overview of what the analysis would include.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-002. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

5. City Council Resolution No. 2025-003 - A resolution of the City of Lake City, Florida, approving that certain First Amendment to Employment Agreement between the City and Donnie L. Rosenthal for City Manager Services; making certain findings of fact in support of the City approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said amendment; directing the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden

Mayor Walker reported turning his evaluation of Mr. Rosenthal in late.

Mr. Carter reported not turning his evaluation in yet, as he was under the impression it would be done during a public meeting.

Mr. Jernigan reported completing his evaluation of Mr. Rosenthal, but not turning it in.

Ms. Harris reported she was under the impression members would turn the evaluation in to Human Resources.

Attorney Martin reviewed Florida Statue 119 concerning public records.

Mr. Carter stated the process of the evaluation form was never discussed and he only utilized it for guidance when meeting with Mr. Rosenthal.

Mayor Walker stated a process was needed and suggested members turn the evaluation form into the City Clerk who could pass it to Human Resources.

Ms. Sikes reported the manager's official personnel file was housed in the Human Resources Department, and not the City Clerk's Office.

Ms. Young reported agreeing to a six-month evaluation when negotiating Mr. Rosenthal's contract, but his contract never referenced a written evaluation.

Attorney Martin offered assistance to Human Resources Director BillieJo Bible and stated they could come back with a recommendation as to a process on how to handle the City Manager evaluations.



**Mr. Carter made a motion to approve City Council Resolution No. 2025-003. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

6. City Council Resolution No. 2025-004 - A resolution of the City of Lake City, Florida approving a Third Amendment to the Interlocal Agreement with Columbia County, Florida related to the Emergency Home Repair Program for eligible citizens; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Assistant City Manager Dee Johnson reported five applicants had already been approved, but repairs had not been completed due to lack of funding. He reported the third amendment was requested by Ms. Young to complete additional more houses for \$100,000.00. Mr. Johnson stated members could complete repairs for all five applicants for \$200,000.00.

Mr. Carter spoke in opposition to funding all five applicants on the list, but supported funding the two already agreed upon for the \$100,000.00.

Mayor Walker confirmed with Mr. Johnson the number of homes repaired with the initial \$750,000.00 already provided to the program, and spoke in opposition for funding all five applicants.

**Ms. Young made a motion to approve City Council Resolution No. 2025-004. Ms. Harris seconded the motion. After clarification from her motion, Ms. Young withdrew her motion, and Ms. Harris withdrew her second.**

**Ms. Young made a motion to amend City Council Resolution No. 2025-004 to appropriate the amount of \$200,000.00. Ms. Harris seconded the motion.**

Mr. Carter spoke in favor of funding the two applicants for \$100,000.00, and in opposition of \$200,000.00 for all five.

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

<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Nay</b>
<b>Mayor Walker</b>	<b>Nay</b>

**Ms. Young made a motion to approve City Council Resolution No. 2025-004 as amended, to reflect a \$200,000.00 appropriation. Ms. Harris seconded the motion.**

Mr. Jernigan inquired as to whether or not he could abstain from voting on City Council Resolution No. 2025-004 as amended, as he had relatives on the applicant list. Attorney Martin confirmed with Mr. Jernigan he had no immediate family members listed, therefore he could not abstain. He reminded Mr. Jernigan a silent vote would be a yes vote.

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

<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Nay</b>
<b>Mayor Walker</b>	<b>Nay</b>

7. City Council Resolution No. 2025-005 - A resolution of the City of Lake City, Florida, appointing Daniel Carlucci to serve through the end of the current term in seat "2-E" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

Applicant Daniel Carlucci briefly spoke to the members about his qualifications.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-005. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

At this time, members took a break, from 7:08PM – 7:13PM.

## Other Items

8. Discussion and Possible Action: New location proposal for Kids Feeding Kids (Council Member Tammy Harris)

Ms. Harris asked John Cole with Kids Feeding Kids to provide an overview of the program and reported finding a new location for the program to be held, located next to Youngs Park and across from the City's Girls Club building.

Mr. Cole provided a brief overview of the Kids Feeding Kids Program.

Ms. Young reported wanting to hear from others who would be taking part in the program.

Ms. Harris spoke in support of the program at the new proposed location.

Mr. Carter spoke in support of the program and requested clear guidelines within the lease or agreement drafted.

Mr. Jernigan expressed concern for the children and who would be working around them. He agreed clear guidelines are needed.

Mayor Walker requested an expedited program to address all member concerns, and for the use of City property.

Mr. Rosenthal stated he would conduct a review and bring something back for discussion by the next council meeting.

Mr. Carter spoke in support of background checks being completed as well.

Members concurred to have Mr. Rosenthal come back the next council meeting with a program for the use of allowable assets for community programs.

9. Discussion and Possible Action: Honorary Street Naming of Escambia for Cleopatra Steele (Council Member Tammy Harris)

Ms. Harris provided an overview of community accomplishments by Ms. Steele.

Mr. Rosenthal confirmed the honorary sign would be placed beneath the actual street sign.

Mr. Jernigan spoke in support of gifting Ms. Steele a key to the City instead of a honorary street name.

Mr. Carter spoke in support of the honorary street naming.

Ms. Harris spoke in support of the honorary street naming.

Ms. Young suggested implementing a process for street name changing as well as honorary street naming.

The consensus of the council was to move forward with a resolution.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

City Clerk Audrey Sikes thanked everyone for their support during the passing of her father.

Council Member Chevella Young – None

Council Member Ricky Jernigan – None

Council Member James Carter – None

Council Member Tammy Harris – None

Mayor Noah Walker – Mayor Walker wished everyone a Happy New Year, thanked Amanda with Facilities for cleaning and preparing the council chambers, and suggested an agenda process with a cut off for getting agenda items in a timely manner.

ADJOURNMENT

**Mr. Jernigan made a motion to adjourn at 7:39 PM.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

2. Minutes - January 21, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on January 21, 2025 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 James Carter

## ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

## APPROVAL OF AGENDA

**Mr. Carter made a motion to approve the agenda as presented. Mr. Jernigan seconded the motion.** Mr. Rosenthal reported Ms. Harris was requesting Item #2 be removed from the consent agenda for discussion. **With that amendment, the motion carried unanimously on a voice vote.**

## PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- George Hudson

## APPROVAL OF CONSENT AGENDA

1. Approval to reallocate funds for replacement lease vehicles for the Fire Department - requesting to move funds from the 64 account for replacement of truck lap tops in the amount of \$14,888.00 to increase the vehicle lease account 110.50.522-030.44 from \$30,567.00 to \$38,862.00.
2. Removed from consent agenda.
3. City Council Resolution No. 2025-011 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Brame Heck Architects, Inc, a Florida Corporation, to conduct a City Hall Feasibility Analysis; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute

and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

4. City Council Resolution No. 2025-012 - A resolution of the City of Lake City, Florida, authorizing the City to extend and renew a Memorandum of Agreement with the State of Florida Department of ~~Economic Opportunity~~ Commerce for the implementation of the Rural Area of Opportunity Designation; making certain findings of fact in support of the City entering into said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2025-013 - A resolution of the City of Lake City, Florida, authorizing the renewal of the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the Columbia County Sheriff's Office; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind the City to said renewal agreement; recognizing the authority of the Chief of Police to execute and bind the City to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Mr. Carter made a motion to approve the consent agenda as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

2. City Council Resolution No. 2025-010 - A resolution of the City of Lake City, Florida, directing the erection of signs along with that certain segment of northwest Escambia Street situated between northwest Alachua Avenue and North Marion Avenue in honor of Apostle Cleopatra Steele; co-designating said street segment as Cleopatra Steele Street; providing for conflicts; providing for severability; providing for an effective date.

PUBLIC COMMENT: Shonna Lee Williams

**Mr. Carter made a motion to approve City Council Resolution No. 2025-010. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## PRESENTATIONS

6. Colleen Dudgeon with Serafin and Associates Inc.- City of Lake City Strategic Plan

Ms. Dudgeon joined the council meeting by Zoom and presented her PowerPoint Presentation.

## OLD BUSINESS

### Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2301. City Council Ordinance No. 2025-2301 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2301. No one asked to be heard on City Council Ordinance No. 2025-2301, therefore Mayor Walker closed the public hearing.

7. City Council Ordinance No. 2025-2301 (final reading) - An ordinance pertaining to buildings, building regulations, contracting, permitting, licensure and insurance within the City of Lake City; repealing existing provisions of City Code; establishing certain uniform codes; establishing permitting fees and requirements; establishing insurance requirements; repealing all ordinances in conflict; providing for severability; and providing for an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2301 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## NEW BUSINESS

### Resolutions

8. City Council Resolution No. 2025-008 - A resolution of the City of Lake City, Florida, appointing Sophia Adams to serve in Seat "3-F" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

Growth Management Director David Young confirmed the applicant met all minimum requirements.



**Mr. Carter made a motion to approve City Council Resolution No. 2025-008. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

9. City Council Resolution No. 2025-016 - A resolution of the City of Lake City, Florida, approving and adopting that certain Strategic Plan Development Process Proposal prepared by Serafin & Associates, Inc.; making certain findings of fact in support of the City approving and adopting said strategic plan development process proposal; directing the City Manager to implement said strategic plan development process proposal; repealing all prior resolutions in conflict; and providing an effective date.

Attorney Martin noted a scrivener's error on the resolution reading 2024, it will be corrected to reflect 2025.

**Mr. Jernigan made a motion to approve City Council Resolution No. 2025-016. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

#### Other Items

10. Discussion and Possible Action: City to host the Northeast Florida League Dinner Meeting on Thursday, December 18, 2025 (Mayor Noah Walker)

Mayor Walker reported the City hosted the dinner two years ago, and spoke in support of hosting again this year.

Mr. Carter reported the City rotates hosting the event with Lake Butler and suggested hosting at the Blanche Hotel.

Ms. Harris spoke in support of hosting of the dinner.

Mr. Jernigan spoke in support of hosting of the dinner and suggested one of the hotels west of town on Highway 90.

Ms. Young spoke in support of selecting a venue and locking it in.

Mayor Walker instructed staff to offer a primary and secondary location to host the December 18, 2025 Northeast Florida League Dinner meeting for a future vote.

Ms. Sikes clarified staff could bring back estimates and offer different venues at a later date for council consideration. She stated at this time, staff only needed a motion to host the dinner.

**Ms. Harris made a motion to authorize hosting the Northeast Florida League Dinner Meeting on Thursday, December 18, 2025. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

**COMMENTS BY COUNCIL MEMBERS**

Council Member Ricky Jernigan – Mr. Jernigan expressed appreciation to the Lake City Police and Fire Departments.

Council Member James Carter – Mr. Carter read from a prepared statement regarding the importance of budgeting expenditures and being fiscally responsible.

Council Member Chevella Young – Ms. Young expressed the importance of helping the five applicants for the Senior Home Repair Program.

Council Member Tammy Harris – Ms. Harris expressed appreciation to the following: crews at Annie Mattox Park, City Manager Don Rosenthal, Assistant City Manager Dee Johnson, Executive Director of Utilities Steve Brown and public works for street cleaning.

Ms. Young informed members and the public of the kickoff event at Richardson Community Center on February 6, hosted by the City and Florida Gateway College for Black History Month.

Mr. Rosenthal reported due to extreme weather conditions, the City would be closed, Wednesday, January 22, 2025.

Mayor Noah Walker – Mayor Walker thanked first responders and expressed appreciation for Apostle Cleopatra Steele and reported presenting her with a Black History Month Proclamation. He thanked Waste Water Director Cody Pridgeon for a tour of the facilities.

Ms. Sikes reported there was a scrivener’s error on City Council Resolution No. 2025-012 that would be corrected, the resolution should read ‘State of Florida Department of Commerce,’ not ‘State of Florida Department of Economic Opportunity.’

Mayor Walker announced there were two upcoming events, Coffee with a Cop on February 5, 2025 at IHOP from 8:30 AM until 10:00 AM, and Breakfast with the Chief on January 25, 2025 from 9:00 AM until 10:30 AM at the American Legion.

ADJOURNMENT

**Having there been no further business, Mayor Walker adjourned the meeting at 6:55 PM.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

3. Minutes - February 3, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 3, 2025 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

At this time Mayor Walker provided a brief reminder of what constitutes boisterous behavior, and how to address the City Council.

APPROVAL OF AGENDA

Mr. Carter requested Item #8 be removed from the consent agenda for discussion. **Mr. Jernigan made a motion to approve the agenda as amended. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.**

PROCLAMATIONS

- 1. Proclamation 25-01 - Black History Month - February 2025

Mayor Walker presented the proclamation for Black History Month to Bea Coker.

Ms. Coker presented Mayor Walker with a framed article from Our Community Cares Coalition, and requested funding.

PUBLIC COMMENT: Sylvester Warren

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Harry Joiner
- Victoria Coker
- Sylvester Warren

- Glenel Bowden

## APPROVAL OF CONSENT AGENDA

2. Minutes - December 2, 2024 Regular Session
3. Minutes - December 16, 2024 Regular Session
4. City Council Resolution No. 2025-019 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the Columbia County Multi-Jurisdictional Task Force Mutual Aid Agreement between the Columbia County Sheriff's Office, City of Lake City Police Department, and the State of Florida Department of Law Enforcement; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind to said renewal agreement; recognizing the authority of the Chief of Police to execute to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2025-020 - A resolution of the City of Lake City, Florida, accepting Grant Funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing impaired driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
6. City Council Resolution No. 2025-021 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing occupant protection laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2025-022 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing speed and aggressive driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support

of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

8. Removed from consent agenda.

PUBLIC COMMENT: Glenel Bowden

**Mr. Jernigan made a motion to approve the consent agenda as presented. Ms. Young seconded the motion.**

Mr. Rosenthal provided a brief overview of City Council Resolution 2025-020, City Council Resolution 2025-021 and City Council Resolution 2025-022.

Mr. Jernigan stated that some items on the consent agenda could be difficult for citizens to understand.

Members discussed pulling the resolutions for further explanation.

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

<b>Mr. Jernigan</b>	<b>Nay</b>
<b>Ms. Young</b>	<b>Nay</b>
<b>Mr. Carter</b>	<b>Nay</b>
<b>Ms. Harris</b>	<b>Nay</b>
<b>Mayor Walker</b>	<b>Nay</b>

**Ms. Harris made a motion to remove items 5, 6, and 7 from the consent agenda. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

**Mr. Carter made a motion to approve items 2, 3, and 4 on the consent agenda as presented. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

RESOLUTIONS PULLED FROM CONSENT AGENDA (Items 5, 6, 7)

5. City Council Resolution No. 2025-020 - A resolution of the City of Lake City, Florida, accepting Grant Funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing impaired driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Chief Butler provided a brief overview of item #5, 6, and 7.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden

**Mr. Carter made a motion to approve City Council Resolution No. 2025-020. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

6. City Council Resolution No. 2025-021 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing occupant protection laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden

**Mr. Jernigan made a motion to approve City Council Resolution No. 2025-021. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>



7. City Council Resolution No. 2025-022 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Transportation State Safety Office to the City of Lake City Police Department; providing additional funding for the Strategic Traffic Enforcement Program (STEP) to cover costs associated with enforcing speed and aggressive driving laws; adopting the grant award agreement as a condition of accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden

**Mr. Jernigan made a motion to approve City Council Resolution No. 2025-022. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

8. City Council Resolution No. 2025-023 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Saxon Gilmore for legal services in furtherance of establishing a housing authority in the City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden; Sylvester Warren

Mr. Rosenthal reported the firm has extensive experience and specializes in Housing Authority.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-023. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

At this time, members took a break, from 7:28PM – 7:33PM

NEW BUSINESS

Resolutions

9. City Council Resolution No. 2025-009 - A resolution of the City of Lake City, Florida, establishing support for a teaching garden; making findings of fact in support thereof; identifying a site to be made available for a privately managed teaching garden; directing the City Manager to solicit proposals from interested charitable non-profit organizations to privately utilize such site for a garden for educational purposes; directing the City Manager to include reasonable and prudent guidelines for respondents to said solicitation; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden

**Ms. Carter made a motion to approve City Council Resolution No. 2025-009. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

10. City Council Resolution No. 2025-014 - A resolution of the City of Lake City, Florida, approving that certain amendment to Section 14.06 of the City of Lake City Personnel Manual concerning Outstanding Employees of the Year for the City of Lake City; making certain findings of fact in support of the City approving said amendment to implement the amended policy adopted hereby; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-014. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

11. City Council Resolution No. 2025-015 - A resolution of the City of Lake City, Florida, approving those certain amendments to the pay grade matrix for the City of Lake City Personnel Program; making certain findings of fact in support thereof; directing the City Manager to implement into the City pay grade matrix the amended pay grades adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Rosenthal provided a brief overview of why the resolution was necessary. He stated the raises given in October threw the pay matrix off.

Ms. Sikes reported there was a scrivener's error on the exhibit to City Council Resolution No. 2025-015 and has already been corrected. The exhibit was corrected to reflect the addition of Water Plant Chief Operator from a 2024 Paygrade 6 to a 2025 Paygrade 12.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-015. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

12. City Council Resolution No. 2025-024 - A resolution of the City of Lake City, Florida, appointing Mary M. McKellum to serve in Seat "3-G" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-024. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

13. City Council Resolution No. 2025-025 - A resolution of the City of Lake City, Florida, amending the City of Lake City Personnel Manual; exempting certain employees of the City from the classification system established by same; clarifying the exemption of the Charter Officers of the City from certain provisions of the personnel manual; making certain findings of fact in support thereof; directing the City Manager to implement the amendments adopted hereby; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2025-025. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

Other Items

14. Informational Purposes Only: Lake Shore Hospital (City Attorney Clay Martin)

Attorney Martin informed members the City was in conflict with the Lake Shore Hospital over a land-use matter. He asked members to contact him individually if they had any questions. Attorney Martin reported this was an active dispute and is in a Florida Statute mediation process.

Attorney Martin provided a brief overview of the statutory process, and reported the entities will meet on March 12, 2025 in the council chambers.

DEPARTMENTAL ADMINISTRATION

15. Discussion and Possible Action - Consideration to hire an Administrative Assistant for Community Program Director (Human Resource Director Billie Jo Bible)

Ms. Bible expressed the need for an administrative assistant for the Community Program Director, as the number of events the City holds has increased.

Mr. Rosenthal reported this position was not budgeted, but could be funded with the salary budgeted for the grant writer, as one had not been hired. He stated he would like to utilize the budgeted funds for the vacant grant writer position to fund the administrative assistant position and a part time Code Enforcement Officer position.

PUBLIC COMMENT: Glenel Bowden; Sylvester Warren

**Ms. Harris made a motion to approve the addition of an administrative assistant to the Community Program Director. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young invited members and the public to Richardson Community Center on February 6 at 6:00 PM to participate in the reading of the Black History Month Proclamation, and honoring of Ron Williams and Dr. Rodney Brown.

Council Member Ricky Jernigan – Mr. Jernigan asked that members and the public pray for the Peterson family, and inquired as to whether or not the Martin Luther King Jr. Parade was going to be rescheduled.

Council Member James Carter – Mr. Carter asked for an update at the next council meeting on Sallie Mae Jerry Park, and stated members should vote on the table setup in the council chambers.

Attorney Martin reported appraisals are complete and the initial letters were sent to the title owners of the property the City was looking to purchase to use for parking next to Sallie Mae Jerry Park. He stated the City is right at the end of the initial 30-day period.

Council Member Tammy Harris – Ms. Harris inquired whether or not Sallie Mae Jerry Park was open, Executive Director of Utilities Steve Brown reported the park was open, but the restrooms were locked. Ms. Harris requested for the park restrooms to be opened.

Mayor Noah Walker – Mayor Walker reported the City’s new cell phone application was live, and citizens could receive City notifications and information. He also announced upcoming events: Community Shred It Day on March 8, 2025, a Health 360 event on February 22, 2025, and the Black History Month event at Richardson Community Center on February 6, 2025.

Mr. Rosenthal reported the Growers Market was going to start again on Saturday, February 8, 2025.

Mayor Walker announced the Sweets in the Streets event coinciding with the Growers Market on Saturday, February 8, 2025.

ADJOURNMENT

**Mr. Carter made a motion to adjourn at 8:16 PM. Mr. Jernigan seconded the motion.**

---

Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

4. Tyler Todd, Lead Operator Saint Margarets Wastewater Treatment Facility, Powerpoint - Flush to Finish

# FROM FLUSH TO FINISH

A SUMMARY OF WASTEWATER TREATMENT



- Once Water is used in households and businesses it is discharged to The City's network of piping and 72 lift stations.
- Wastewater is over 90% dirty water from showering, laundry, food preparation and dishwashing.
- Lift stations and the extensive piping network are critical pieces of infrastructure that convey Wastewater throughout the City miles from the origin to the Wastewater plants, Where the Treatment begins.



# COLLECTIONS



# INFLUENT WASTEWATER



- The Headworks is the pretreatment process where Influent or Untreated Wastewater enters the facility from the Collections system.
- Pictured are the Screening and Grit removal processes, this equipment removes large debris such as Rags and heavier material such as sand from the wastewater, preventing downstream clogging of pumps and equipment.
- Once Pretreatment is completed, Wastewater is pumped to the Aeration basin where the wastewater is introduced to the “Bugs”.



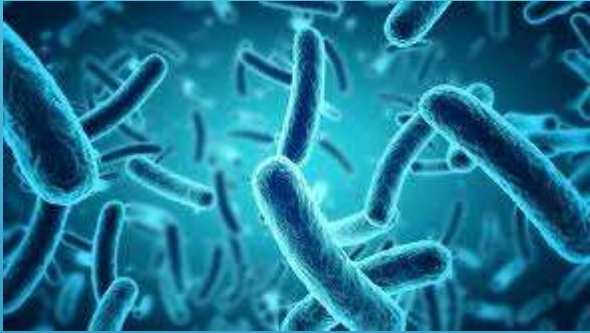
# AERATION BASIN: WHERE THE “BUGS” LIVE

Biological treatment of the wastes begins in our Aeration Basin where our “bugs” stabilize the wastes by converting them into simpler compounds.



- As Operators, we create the right conditions for our bugs to thrive, controlling many process and seasonal variables so optimum treatment is achieved.
- Pictured is an Aerator, this introduces oxygen into the basin for the bacteria to consume.
- By providing the right conditions we Culture bacteria to treat a variety of harsh pollutants giving them a stable food source, adequate time, and air for complete stabilization to occur.

# WHAT THE “BUGS” DO



- Below are 2 of the most desirable “bugs” that we call indicator organisms, that consume the excess bacteria treating the wastes.
- The larger microorganism in the left of the video is known as a Rotifer.
- The microorganism to the right is a Stalked Ciliate these organisms draw the bacteria towards its mouth to consume.

- The bugs need oxygen to survive and reproduce just like we do. We add air and give them enough time to “eat” the wastes.
- The microorganisms we develop becomes a culture of bacteria, what is known as activated sludge. We monitor the population frequently using a microscope to determine changes in the process.
- In the operation of the plant we concentrate this sludge and some of it is removed from the process to maintain balance in the system and the remaining is recycled and goes back to the beginning of the treatment process to treat more wastes.
- The microorganisms we utilize exist in natural systems such as lakes, ponds, and river beds.
- In the Wastewater process we accelerate the treatment of harsh compounds, that would otherwise take months or years in nature to stabilize, to a much shorter time of days/weeks so water can be returned sooner to the environment for beneficial recharge to our aquifers.



# Clarification

- Once the Wastewater has completed treatment in the Aeration basin, Flow is sent to sedimentation tanks, known as Clarifiers.
- These tanks allow us to let gravity do the work of separating the activated sludge from the treated water allowing compaction and sludge removal, before being sent to the next steps, solids disposal and the disinfection process.

- Pictured below from Left to Right is the Treatment steps from Raw Influent to the Treated Effluent.



# Solids Disposal

- After treatment, a portion of the solids that are removed from the system daily, are further stabilized in our digesters.
- We further concentrate the solid material where a gallon can spend an additional 15-20 days before final disposal.
- The solids are then thickened by a centrifuge to remove even more water and recapture the solids. We try and achieve the driest possible solids to reduce hauling costs.
- The solids are then applied to designated state approved sites or landfilled.





# DISINFECTION

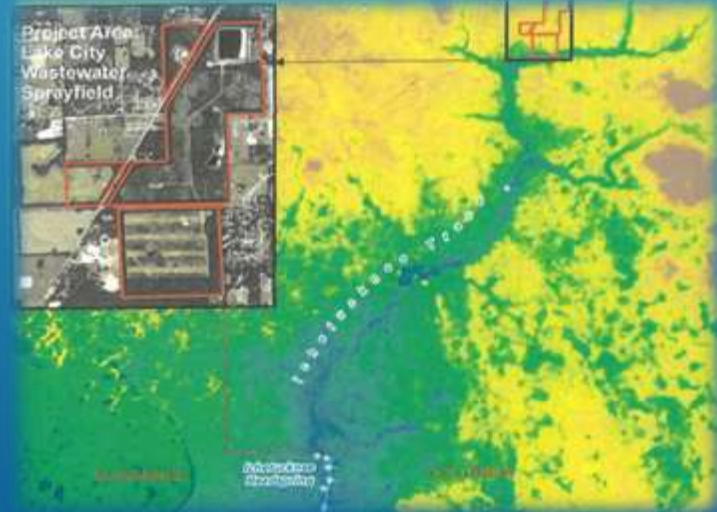


- Once leaving Clarification the Wastewater is disinfected using Sodium hypochlorite (bleach) to kill any pathogens and microbes that could cause diseases or harm the environment.
- After spending adequate time in the chambers, the Wastewater is then sent to our Spray fields/Wetlands to be reintroduced into the environment for final treatment.



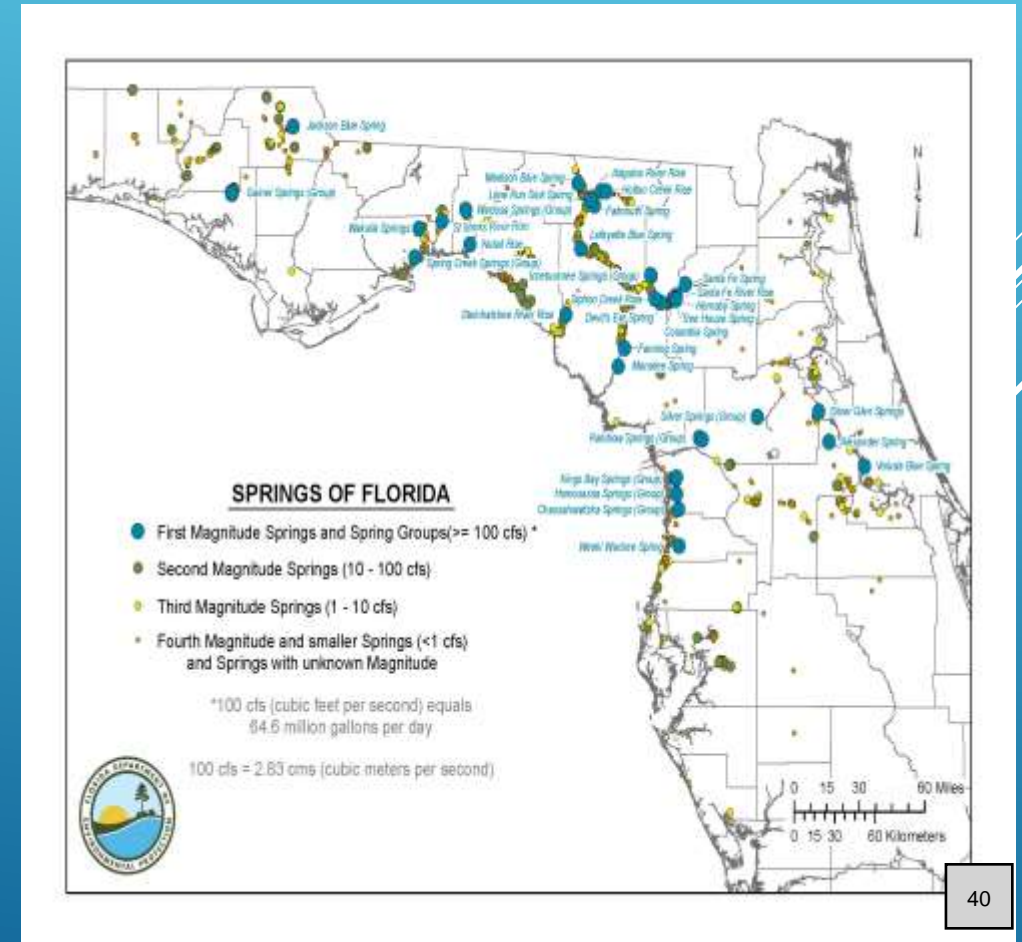
# ► **Wetlands: where the water is disposed of**

- Once the Wastewater leaves the plant, we pump it over 7 miles to the Treatment Wetlands, where specific plants are utilized to aid in further removal of Nitrogen and Phosphorus, protecting our Springs and waterways we all enjoy!
- The Wetland is a 120 acre site that is monitored and sampled frequently to ensure compliance with state regulations before discharge.
- Most of the water is absorbed into the aquifer for beneficial recharge and some is evaporated through the leaves of the plants.
- Look out for ALLIGATORS!!!



# Florida's Natural Wonder: Our Springs

- Many do not know that North Florida is home to the largest concentration of 1<sup>st</sup> magnitude springs (greater than 64 MGD flows) not only in the U.S. but in the World.
- In efforts to protect these springs, The state of Florida has a multitude of projects designed to reduce impacts to our springs, protecting minimum flow levels and nutrients in the BMAP(s) zones.
- In closing, many Wastewater operators have the view of being environmental stewards, doing our part to protect our natural resources, and ensuring human activities do not affect our waterways for years and generations to come.





**File Attachments for Item:**

6. Discussion and Possible Action - Michael Cavendish, Cavendish Partners - Legal opinion on a matter involving a final employment payment made to departing City Manager Paul Dyal.  
(Mayor Noah Walker)

**RESOLUTION NO 2024-064**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEGAL SERVICES AGREEMENT WITH CAVENDISH PARTNERS, P.A. FOR LEGAL SERVICES RELATED TO INVESTIGATING THE CIRCUMSTANCES SURROUNDING A FINAL EMPLOYMENT PAYMENT MADE TO DEPARTING CITY MANAGER PAUL DYAL; INVESTIGATING THE ACTIONS OF CITY LEGAL COUNSEL REGARDING SAID PAYMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE CITY COUNCIL TO ENGAGE SAID LAW FIRM; DIRECTING THE CITY CLERK TO COMMUNICATE TO SAID LAW FIRM THE CITY'S DECISION TO ENGAGE SAID LAW FIRM; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, legal services are exempt from the competitive procurement processes of the City of Lake City (the "City"); and

**WHEREAS**, the city attorney, Folds Walker, LLC, has a conflict of interest in providing representation to the City with respect to the matters set forth herein; and

**WHEREAS**, in light of the foregoing conflict of interest, the City has need of specialized legal services to assist the City in examining the facts and circumstances surrounding a final employment payment made to departing city manager Paul Dyal (the "Project"); and

**WHEREAS**, the law firm of Cavendish Partners, P.A. (the "Vendor") specializes in the field of representing Florida city and county governments and providing legal advice to their attorneys and to their governing bodies, and has consented to represent the City in furtherance of the Project; and

**WHEREAS**, the Vendor has submitted a proposal in the form of an engagement letter (the "Agreement") in the form attached as an exhibit hereto; and

**WHEREAS**, the City desires to and does accept the terms of Vendor's proposed Agreement; and

**WHEREAS**, completing the Project by engaging the Vendor's services pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The City Clerk is directed to communicate to the Vendor the City Council's approval of and desire to be bound by the terms of representation set forth in the Agreement;
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this 15<sup>th</sup> day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Clay Martin, City Attorney

# Exhibit to Resolution 2024-064 Not for Execution



**Michael Cavendish**  
Cavendish Partners, P.A.  
cavendish@cavpartners.com  
(904) 515-5110

June 6, 2024

**Via Electronic Mail (sikesa@lcfla.com)**

Audrey E. Sikes  
City Clerk  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

Dear Ms. Sikes:

This law firm engages in the representation of Florida City and County governments, among other areas of legal practice.

This letter confirms that your office contacted me to request an estimate for the provision of a formal independent legal opinion on a matter involving a final employment payment made to a departing City Manager.

This letter confirms that you and I spoke today by telephone about this request, and that I provided the following information and guidance:

- (1) This firm does not have conflicts, and can engage in the matter described;
- (2) The matter described is within the areas of experience in this firm's legal practice representing Florida City and County governments, and providing legal advice to their attorneys and to their governing bodies;

Cavendish Partners, P.A. | 200 W Forsyth Street, Suite 1300 | Jacksonville, FL 32202

cavpartners.com | (904) 515-5110

Exhibit to Resolution 2024-064  
Not for Execution

- (3) A typical amount of legal labor to complete an opinion for a matter like this, in our experience, is a hypothetical 10 hours;
- (4) An actual amount of legal labor hours required to complete the specific project you request may vary from this hypothetical estimate, depending chiefly upon the quantity of facts, records, and witnesses with knowledge that the matter entails;
- (5) We would extend our firm's discounted municipal government client rate of \$330.00 per hour to the City of Lake City for this engagement;

In addition, I will add that

- (6) This engagement would be performed by attorney Michael Cavendish, and no part of the legal work required would be performed by an associate or of counsel attorney;
- (7) Once the opinion is completed, reduced to a formal writing, and delivered, we would send our firm's first invoice for services. These typically are payable on a 30 day standard, although if a municipal client requires a longer invoice payment period, we work with the client to help them maintain uniformity in their accounts payables policy;
- (8) If, after the opinion is delivered, additional time is requested, such as for instance, meetings with City personnel, or attendance at a Council or Commission meeting to present the opinion and answer questions, we would bill for such additional requested time at the same hourly rate.

Please contact me at (904) 234-6002 or [cavendish@cavpartners.com](mailto:cavendish@cavpartners.com) with any questions. Thank you for the privilege of discussing this matter.

Sincerely yours,



Michael Cavendish

Exhibit to Resolution 2024-064  
Not for Execution

Cavendish Partners, P.A. | 200 W Forsyth Street, Suite 1300 | Jacksonville, FL 32202

[cavpartners.com](http://cavpartners.com) | (904) 515-5110

Exhibit to Resolution 2024-064  
Not for Execution

# CAVENDISH PARTNERS

P.A.

## LEGAL OPINION TO THE CITY COUNCIL OF LAKE CITY, FLORIDA PREPARED BY MICHAEL CAVENDISH, Esq. | DECEMBER 12, 2024

### I. Summary of Opinion

Upon resigning from his employment as City Manager in September of 2023, the City of Lake City agreed to pay Paul Dyal, and paid Paul Dyal, post-employment, (1) a sum equal to 16 weeks of his weekly salary, (2) the additional sum of \$127,207.96 for 1,763.95 hours of accrued sick leave, and (3) the additional sum of \$28,846.16, for 400 hours of accrued vacation leave.

While the 16-week salary payment was within the power of the City Council to agree to pay, in the abstract, in the Employment Agreement between the City and Mr. Dyal, this payment was not called for in the event of a strictly voluntary resignation.

Instead, the 16-week salary payment in the event of Mr. Dyal's strictly voluntary resignation became an implied agreed contract term only in the Separation Agreement the City used to process his resignation.

The Separation Agreement, in its final executed form, which included the agreement to pay the 16-week salary sum, was never presented to or voted approved by the City Council.

Moreover, the Separation Agreement conflicted with the Employment Agreement, because the Employment Agreement addressed the same subject and noticeably did not include a strictly voluntary resignation as a grounds for the payment of the 16-week salary sum as a severance or post-employment payment.

The City Council had the authority to change the City's position on when and why this 16-week salary payment could be made, between the dates of Dyal's hiring and resignation, but because the final form of the Separation Agreement was not presented to or voted on by the Council, a changing of mind never had the chance to occur, legally.

As a result, the City Council never exercised its authority to approve the 16 week salary payment, the payment was actually made by the City Finance Department as an administrative function.

As a result, while the City agreed to make the 16-week salary payment to Mr. Dyal, it was without authority to do so in the manner in which it was done.

Under the prevailing legal doctrine of *ultra vires*, this error renders the 16-week salary payment term in the Separation Agreement invalid, and void, unless the Council's lack of approval is cured or ratified by new action by the Council.

The two post-employment payments to Mr. Dyal for vacation leave and sick leave were in amounts contrary to, and exceeding the City's rules for payouts of those types of benefits, as set forth in the City's codified Personnel Manual/Employee Handbook.

The City's Finance Department independently calculated and paid these leave payments in excess of what the City's rule allowed, and this was seemingly done by mistake, and the legal result or legal status of the excess payment is characterized by Florida common law as an *overpayment*.

The City made an overpayment of \$91,207.96 to Mr. Dyal as to the payout of sick leave hours, and the City made an overpayment to Mr. Dyal in the amount of \$5,769.16 as to vacation leave hours. Both overpaid sums are also considered invalid, and void, as contractual obligations, under the doctrine of *ultra vires*.

As to all three payments, as they were all unplanned-for, unexpected City expenses exceeding \$5,000.00 that were not included in the City's annual budget for FY 2023 or FY 2024, the written Separation Agreement executed by the City and Mr. Dyal, which called for these payments to be made, should have been presented to, and voted on by the City Council, per the City's Code.

### ***Overview of the Paul Dyal Separation Agreement***

Paul Dyal ("Mr. Dyal") was appointed, hired, and served as the City Manager of the City of Lake City, Florida (the "City"), serving from January 3, 2023 to September 26, 2023.

After serving as appointed City Manager for approximately nine months, Mr. Dyal resigned, voluntarily, by delivering a written notice of resignation.

The City hired Mr. Dyal with a written Employment Agreement. His resignation was processed with a written Separation Agreement.

The City's processing of Mr. Dyal's resignation and departure included, but was not limited to, the City making following payments to Mr. Dyal:

- i. A sum calculated as 1,763.95 hours of accrued sick leave totaling \$127,207.96;
- ii. A sum calculated as 400 hours of accrued vacation leave totaling \$28,846.16;
- iii. 16 weeks of his current salary.

The dates on which the first two of these payments were to be made to Mr. Dyal were specified in the Separation Agreement, but the specific amounts to be paid were not stated.

Rather, the Separation Agreement only provided that Mr. Dyal was to be paid all amounts of vacation leave and sick leave due to him.

The specific sums paid were calculated by a City Finance Department employee, who calculated the hours and sums stated above from the City's employee and payroll system records, and issued checks to Mr. Dyal based on those calculated totals of hours accrued. The specific sums paid to Mr. Dyal by the Finance Department were not based on, or did not observe, the maximum caps for vacation leave and sick leave payouts imposed by the City's rules found in the City Personnel Manual/Employee Handbook.

News of the amounts of the salary and non-salary payments from the City to Mr. Dyal circulated in the community, and there followed objections and requests for further information, from one or more members of the City Council, and from residents at-large.

What followed was the engagement of the undersigned by the City Council to study and present a legal opinion on the Separation Agreement, specifically including the City's payment of 16 weeks of salary, and the non-wage payments for vacation leave and sick leave.



## II. Scope and Disclaimer

This legal opinion is given as a matter of Florida state law and the local law set forth in the Code of Ordinances<sup>1</sup> of the City of Lake City, Florida.

The matters stated as fact in this legal opinion are assumptions derived from City documents and records maintained by the City, and from non-recorded, informal interviews of City officials and employees.

This legal opinion is given for the purpose of providing legal advice to the City Council of the City of Lake City, Florida, it is not intended to be used as evidence or legal precedent in any subsequent legal proceeding.

## III. Legal Opinion

**Opinion Part 1**, the Separation Agreement, once drafted in its final form, should have been presented to the City Council for formal, voted approval, both of the agreement and of its final settlement of salary and non-salary sums to be paid, as a matter of the requirements imposed by the City's Code.

**Opinion Part 2**, the payment of 16 weeks of salary to Dyal upon his resignation from employment from the post of City Manager does not violate the key State of Florida statute on municipal employment severance payments, Section 215.425(4)(a)(1), but was not specifically agreed to in the Council-approved Employment Agreement, and only was agreed to in the Separation Agreement that was not approved by the City Council.

Because the Separation Agreement and its 16-week salary payment term that seems to apply regardless of how employment ended was not approved by the Council, it violates the City's Code requirements for City Council approval of expenses effecting the City Budget exceeding \$5,000, which items require specific approval by the City Council as a budget modification.

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<sup>1</sup> The Code is viewable online (accessed December 11, 2024) at [https://library.municode.com/fl/lake\\_city/codes/code\\_of\\_ordinances?nodeId=11113](https://library.municode.com/fl/lake_city/codes/code_of_ordinances?nodeId=11113).

**Opinion Part 3**, the payment by the City to Mr. Dyal of 1,763.95 hours of sick pay totaling \$127,207.96 is not regulated by the State of Florida employee severance statute, Section 215.425, which does not cover non-salary benefits, but is regulated by the City's Code and also by the City's written Personnel Manual (also called Employee Handbook), which the City's Code has adopted and incorporated by reference at Code Section 70-3.

The City's rule on how much accrued sick pay any City employee may be paid upon separation from their employment is found at Section 10.02(E) of the Personnel Manual/Employee Handbook, and the maximum limit is the lesser of 25% of their accrual or 500 hours. The City's payment to Mr. Dyal of the cash equivalent of 1763.95 sick leave hours exceeds that maximum limit.

There is language in Mr. Dyal's Employment Agreement stating that he would accrue sick leave hours at 2X the normal rate, however, this bargained-for language stops short of stating what effect this enhanced rate of *accrual* of sick leave would have on his ability to be paid out any unused portion of that time after his employment ended.

Furthermore, the City's Code requires that any exception to the City rule as found in the Personnel Manual/Employee Handbook would necessarily be an amendment to the Code, or an amendment to the Code's adopted supplement (the Manual/Handbook), and as an amendment, would need to be enacted with the same formalities the Code requires for amendments to the Code itself.

The City Council resolution that approved Mr. Dyal's hiring and appointment, and that implicitly approved the form of his then-unsigned Employment Agreement, did not purport to amend the Code, or to change the City's codified rule on the payout of accrued sick leave hours (the cap) to create an exception for the position of City Manager.

By calculating and issuing a sick leave payment to Mr. Dyal in an amount that exceeded the maximum cap imposed by the City's Personnel Manual/Employee Handbook, the City committed an act that the Florida law of municipalities treats as *ultra vires* (without authority).

Because the City's payment of this sum was *ultra vires*, as a matter of Florida law and as a matter of the legal construction of the Employment Agreement and the Separation

Agreement, the difference between the absolute maximum (500 hour) cap that may validly have been paid to Mr. Dyal in the approximate sum of \$36,000 and the actually paid sum of \$127,207.96 represents an *overpayment* in the amount of \$91,207.96.

In Florida, the legal cause of action most commonly used to attempt to recoup a sum of money paid by mistake, in the form of an overpayment, is a common law equitable claim known as “money had and received.” See *In re Estate of Bland*, 382 So. 2d 1315, 1316 (Fla. 4th DCA 1984)(“[i]t is settled that money paid under a mistake of facts may be recovered [...]”

**Opinion Part 4**, the payment by the City to Mr. Dyal of 400 hours of vacation pay totaling \$28,846.16, is also not regulated by the State of Florida employee severance statute, Section 215.425, which does not cover non-salary benefits, but is regulated by the City’s Code and also by the City’s Personnel Manual/Employee Handbook, which the City’s Code has adopted and incorporated by reference at Code Section 70-3.

The City’s rule on how much accrued vacation pay any City employee may be paid upon separation from their employment is found at Section 10.01(B) of the Personnel Manual/Employee Handbook, and the maximum limit is 320 hours. The City’s payment to Mr. Dyal of 400 hours amounting to \$28,846.16 exceeds that limit.

There is language in Mr. Dyal’s Employment Agreement stating that he would accrue vacation leave (also called annual leave) hours at 2X the normal rate, however, this bargained-for language stops short of stating what effect this enhanced rate of accrual of vacation leave would have on his ability to be paid out any unused portion of that time after his employment ended.

Furthermore, the City’s Code requires that any exception to the City rule as found in the Personnel Manual/Employee Handbook would necessarily be an amendment to the Code (or to the Code’s adopted supplement, the Manual/Handbook), and as an amendment, would need to be enacted with the same formalities the Code requires for amendments to the Code itself.

The City Council resolution that approved Mr. Dyal’s hiring and appointment, and that implicitly approved the form of his then-unsigned Employment Agreement, did not purport

to amend the Code, or to change the City's codified rule on the payout of accrued vacation leave hours (the cap) to create an exception for the position of City Manager.

By calculating and issuing a vacation leave payment to Mr. Dyal in an amount that exceeded the maximum cap imposed by the City's Personnel Manual/Employee Handbook, the City committed an act that the Florida law of municipalities treats as *ultra vires* (without authority).

Because the City's payment of this sum was *ultra vires*, as a matter of Florida law and as a matter of the legal construction of the Employment Agreement and the Separation Agreement, the difference between the maximum (320 hour) cap of \$23,077 and the paid sum of \$28,846.16 represents a second overpayment made to Mr. Dyal in the approximate amount of \$5,769.16.

In Florida, the legal cause of action most commonly used to attempt to recoup a sum of money paid by mistake, in the form of an overpayment, is a common law equitable claim known as "money had and received." *See In re Estate of Bland*, 382 So. 2d 1315, 1316 (Fla. 4th DCA 1984)("[i]t is settled that money paid under a mistake of facts may be recovered [...].")

### ***Supplement to Summary of Opinion Parts***

The foregoing opinions draw upon the following sections of the City Code and the following provisions in the City Personnel Manual/Employee Handbook:

#### *Key City Code Sections:*

- 1-8 [procedure and protocol for new ordinances amending the Code]
- 2-354 "Budget amendment procedure";
- 2-382 "Procedure" [for the payment of employment-related monetary claims];
- 70-3 [adoption of the City's Employee Handbook, attached to Ordinance 84-523]

#### *Key Personnel Manual / Employee Handbook Provisions:*

- 10-1 at 10.02(A), 10.02(B), and 10.02(E)

#### IV. Facts Assumed in this Opinion

Prior to his appointment as City Manager, Mr. Dyal worked as the City's interim city manager for a period of months, and prior to this period in the temporary role of interim city manager, Mr. Dyal worked as a career employee of the City's public utility department, for many years.

While acting as the interim city manager, Mr. Dyal was identified as a candidate for the office of City Manager, and effective January 23, 2023, Mr. Dyal was appointed as City Manager by City Council Resolution No. 2023-001.<sup>2</sup>

Resolution 2023-0001 and its exhibit documents were part of the noticed agenda and packet of materials provided to members of the Council prior to their approval of the Resolution.

The Resolution and its exhibits, once passed, provided that City Council approved Mr. Dyal's appointment and hiring as City Manager, and approved *the form of a draft* of a written Employment Agreement, found at Exhibit A to Resolution 2023-001.<sup>3</sup>

The Council agenda materials included in the City Council's consideration and passage of Resolution 2023-0001 included *a second draft written agreement*, styled as "Appendix 1 – Separation of Employment and General Release" (the "Separation Agreement").

The forms of the two draft written agreements were not created by the City or its City Attorney, at the time, City Attorney Todd Kennon; they were supplied to City officials as

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<sup>2</sup> The January 23, 2023 City Council proceeding in which Resolution 2023-001 was discussed and voted approved was captured on video, and is viewable from the counter mark 27:07 until 50:05 on the video recording stored at <https://www.youtube.com/watch?v=4p3f6cg4E9o>.

<sup>3</sup> The executed copy of the employment agreement provided to the undersigned by the City Clerk's office on behalf of the City Council shows that Mr. Dyal executed this agreement on January 11, 2023.

proposed forms by Mr. Dyal, and, as they later appeared as exhibits to the Resolution in the Council's agenda, they included "redlined" text.<sup>4</sup>

Mr. Dyal delivered a written letter giving notice that he was voluntarily resigning his position of City Manager in the month of September of 2023.

Mr. Dyal's stated reason for his resignation from his position as City Manager, as he stated to the City's Mayor, Finance Department, and other City officials, while and after giving his notice, was a voluntary resignation.

Mr. Dyal's resignation was processed by a combination of, first, the City's Finance Department, and additionally, by the then-serving City Attorney, Todd Kennon.

To process his resignation, the City's Finance Department and City Attorney Kennon used the Separation Agreement form that resembled the draft, unsigned, redlined version of the same document that was an included part of the agenda packet in the Council agenda item for Resolution 2023-0001.

One material difference between the final form of the Separation Agreement and the unexecuted draft version of the same form that was included in the Council's agenda packet during passage of the Resolution was the following red-colored language at Section 3, "Payment and Benefits", providing that payment after termination of annual leave and sick leave would be capped at 500 hours for each category of benefit:

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<sup>4</sup> Redlined text is so called because it is literally red in color, rather than black, and is used, according to common legal and industrial contracting practices, to denote one contracting party's suggestion to the other party of proposed language that is a change or an edit from the first draft. When redlined text is retained in a proposed final legal document, it implies that both contracting parties have provisionally agreed to the edit, subject to their final agreement given by signing or 'executing' the written agreement in its final form.

3. PAYMENT AND BENEFITS. Dyal shall receive his regular paycheck for the pay period ending \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Dyal shall receive on or before \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, an additional payment to compensate for all his accumulated paid time off, including pre-effective date, of any variety, annual and sick at time of termination, subject to customary payroll deductions. (CAP annual and sick at 500 hours each)

In the final, executed Separation Agreement, the red language shown in this .jpeg photo of the agenda item exhibit version, instructing that a cap of 500 hours will apply to a post-termination payout of sick leave hours and annual leave hours, does not appear.

The final, executed version of the Separation Agreement and the draft version included in the Council agenda during the passage of the resolution both stated, at sub-part A of Section 3, that upon his separation from employment Mr. Dyal would be paid 16 weeks worth of his salary.

An inconsistency between the Employment Agreement and the Separation Agreement that existed as of the time they both appeared as agenda packet exhibits during the passage of the hiring Resolution is their treatment of the 16-week salary payment, post-employment, if the employment is ended by the employee's strictly voluntary resignation.

The Employment Agreement, at its Sections 7 and 8, does not provide for this 16-week payment for a strictly voluntary resignation. The Separation Agreement, on the other hand, states that the 16-week sum will be paid without creating or requiring conditions precedent, such as defining the nature of the grounds for termination or resignation.

The Separation Agreement was executed, for the City, by Mayor Stephen M. Witt, and by City Attorney Kennon, and was executed by Mr. Dyal, who added his signature to it on October 27, 2023.

The Separation Agreement in its final form, or 'as executed,' was not presented to, or voted on, by the City Council.

The sums of payments that would be calculated by the City Finance Department as the final payments to Mr. Dyal for accrued sick leave pay and accrued vacation pay were not presented to, or voted on, by the City Council following the announced resignation by Mr. Dyal.

Stating the same fact but from the vantage point of the City's records, there is no passed ordinance in the records of the City Council approving the final form of the executed Separation Agreement, or approving the sums paid to Mr. Dyal, post-employment.

To draw a factual conclusion about what the City Council approved in concept as to an eventual termination of Mr. Dyal's employment as City Manager, the Council can be seen to have approved, in concept, a payment of 16 weeks of salary to Mr. Dyal upon certain types of separation of his employment status not including a strictly voluntary resignation, but did not approve, in concept or otherwise, either the payment of the 16-week salary sum after a strictly voluntary resignation or the payment of the sums actually paid to Mr. Dyal calculated by the City's Finance Department as his vacation leave and sick leave payouts.

Before proceeding to define the legal framework that governs Mr. Dyal's Separation Agreement and the payments made to him, we will first locate key language in the two written agreements.

### *The Separation Agreement*

The Separation Agreement is four pages in length.

At the first and second pages of the Separation Agreement, at Sections 5 and 6, there is language of a release and waiver of claims, by Mr. Dyal and in favor of the City, and there is language of an obligation of non-disparagement on the part of City officials that is owed to Mr. Dyal.

None of the City officials interviewed in connection with the preparation of this opinion were aware of any actual claims, employment-related claims or otherwise, harbored or asserted by Mr. Dyal, at the time of his resignation, and none saw any written indications, such as an email, of any claims by or from Dyal.

Interviews of members of the City Finance Department, the City Clerk, and other city officials has yielded an understanding that no one senior within the City was aware that Mr. Dyal had any legal claims to make against the City as of the date of his notice of resignation, and that no one within the City was aware of any grounds upon which anyone would have cause to make a statement concerning Mr. Dyal that could be disparaging. In short, as far as



key City officials proximate to Mr. Dyal's role as City Manager could see, nothing beyond his desire to resign voluntarily played into his decision to resign.

As stated above, as a form of agreement, the Separation Agreement was supplied by Mr. Dyal, and this implies that the release language was merely a part of the legal form that he was otherwise comfortable with, and that he was willing to give a release of any possible claims against the City, all while not asserting any such claims.

From experience in relevant markets, the undersigned finds that it is not unusual, within commonly followed practices of law or human resources, when an employee is separating from their employment, to use a form of separation contract that has the employee waive any potential employment-based legal claims, and that also prevents the employer from publicly disparaging the employee's job performance.

Finding such, the undersigned's analysis includes the assumption that there were no claims that Mr. Dyal harbored against the City, and that there were no grounds on which any City official could reasonably state a fact or opinion about Mr. Dyal that could be disparaging, such that, using contract language that has Mr. Dyal releasing any claims, and that has the City promising not to disparage him, was done in an abundance of caution, and was done to, through the use of legal form language, provide both the City and Mr. Dyal with the maximum amount of legal protection, regardless of whether actual facts between them counseled a need for such protection. This is not an uncommon practice, and this is often an accepted practice, in legal draftsmanship.

### ***Terms in the Separation Agreement on Payment and Benefits***

Page 1, Section 3, of the Separation Agreement calls for the City to make three (3) distinct monetary payments to Mr. Dyal after his effective date of termination of October 23, 2023.

First, Mr. Dyal was to be paid "his regular paycheck for the pay period ending the 29th day of October, 2023."

Second, Mr. Dyal was to be paid the equivalent of "sixteen (16) workweeks of his current salary." Significantly, this term departed from the treatment of the same subject at Sections 7 and 8 of the Employment Agreement by now requiring only a "separation" of employment as the condition to eligibility for the payment. This was a material change from the

Employment Agreement, which did not allow a strictly voluntary resignation to qualify the departing employee for the 16-week salary payment.

Third, Mr. Dyal was to be paid “an additional payment to compensate for all of his accumulated paid time off, including pre-effective date, of any variety, annual and sick at time of termination” on or before the 22nd day of February, 2024. As stated above, this term did not specify how much was to be paid, in either hours or dollars.

### *The Employment Agreement*

The Employment Agreement is fifteen pages in length.

At page 5, Section 8 of the Employment Agreement, at the heading “Severance,” language calling for a 16-week salary payment as severance is found.

Section 8 provides that severance “shall be paid to Dyal” when his employment is terminated as defined in Sections 7 and 8.

Importantly, Section 7 does not provide for a strictly or purely voluntary resignation by Dyal as a basis for a “termination” that would allow for severance pay pursuant to Section 8.

Rather, the only manner of ‘resignation’ provided for at Section 7 is a resignation that is precipitated by the City Council’s prior communication to Dyal that he should offer to resign, or that his offer to resign would be accepted, should it be made.

Several parts of the Employment Agreement speak to the topic of non-wage cash benefits.

At page 4, Section 4: Employee Benefits, the agreement provides in pertinent part:

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

At page 9, Section 16, sub-part B, additional language provides that:

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

At page 5, Section 5: Additional Annual Leave, the agreement provides that Mr. Dyal was to receive two additional weeks' worth of annual leave "in addition to the accrual of annual leave" he would typically receive as a City employee.

At page 5, Section 8: Severance, at sub-part (B), the agreement provides in pertinent part:

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

The Employment Agreement, at Page 5, Section 5, at sub-part (D) also provided that "the termination and severance of Dyal shall be in accordance with [a pre-written but unsigned "Separation Agreement" that was, the language continues, "agreed to by the City and Dyal."

Pertinent to this 'agreement on how termination will be handled' clause at 5(D), the Employment Agreement, at Section 9, entitled "Resignation," also provides that Mr. Dyal was free to resign his position and thus, withdraw from any obligations imposed by the Employment Agreement, voluntarily, at any time, subject only to the obligation to provide the City with 30 days' notice.

A final savings clause, or sentence, appears at the bottom of page 5 and Section 8, which states:

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

At page 10, at Section 18: General Provisions, sub-part (E), there is a clause entitled "Precedence," which, paraphrased, states that the terms of the agreement shall control over any City ordinance or rule, and over any state or federal law, "unless otherwise prohibited by law."<sup>5</sup>

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<sup>5</sup> Typically, federal, state, or local laws that prohibit certain practices in public contracting cannot be 'opted out' from, such that the presence of the law is, de facto, a prohibition "by law." This

Just above, at Section 18, sub-part (D), there appears a severability clause, providing that the invalidity or the partial invalidity of a portion of the Employment Agreement shall not cause the entire Employment Agreement to be invalidated.

## V. Relevant Legal Framework

Cities and counties in Florida are empowered at Florida law to make written contracts to perform their public purposes, and they do so on an everyday basis. *See* Art. VIII, Section 2(b), Florida Constitution; Fla. Stat. § 166.021(4).

The City has its own Charter, which at Section 401 empowers the City Council to appoint the City Manager, and to set that person's compensation.

There are, however, certain limitations or requirements supplied by both Florida law and the City's own Code of Ordinances (enacted local legislative law) that restrain the City's powers in making written contracts with its employees, and that, consequently, inform whether a particular contract or portion of a contract may be valid and enforceable, or invalid and unenforceable.

### *The Legal Principle of Ultra Vires*

The first of these is the basic requirement of legality, which broadly means that a city may only enter into a private legal relationship such as a contract if done in accordance with the city's own lawful ordinances or charter. *See City of Hollywood v. Witt*, 789 S. 2d 1130 (Fla. 4th DCA 2001).

A typical example of the interplay of a city, a private contract the city enters into, and a violation of the legality principle, arises when a City's charter or code requires that certain contracts must be approved by a voted decision of the governing city commission, and the city executes a contract without first seeking that required approval. *See Broward County v.*

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renders the Employment Agreement's precedence clause at Section 18, sub-part (E), a more elaborate way of stating that 'prohibitions imposed by law will apply to the agreement.'

*Conner*, 660 So. 2d 288 (Fla. 5th DCA 1995); *Town of Indian River Shores v. Coll*, 378 So. 2d 52 (Fla. 4th DCA 1979).

A closely related legal doctrine, known as *ultra vires*, which forms part of Florida's constitutional body of law and Florida's common, or judge-made, law in the area of municipal powers, provides that such an unauthorized municipal contract is void, also meaning unenforceable by the opposed contract party. *Coll*, 378 So. 2d at 55 (when a municipal contract is *ultra vires*, a city cannot be liable for the contract because it was without the power to make the contract).

As a basic constitutional restraint, a municipality is powerless to make a contract that depends on or that condones the violation of law, whether federal, state or local. *See P.C.B. Partnership v. Largo*, 549 So.2d 738 (Fla. 2d DCA 1989); *see also Telco Leasing v. Princeton Comm. Hosp. Assoc.*, 1978 U.S. Dist. LEXIS 14960, case no. 77-C-3476 (N.D. Ill. Oct. 13, 1978)(municipalities cannot enter into contracts that violate published laws).

A municipal contract that purports to foster or suborn an illegal act is considered, within the constitutional framework, *ultra vires*—literally, beyond the power of the city to make. *P.C.B. Partnership*, 549 So.2d at 742.

Because such form of municipal contracting is not constitutionally possible, constructions or interpretations of municipal contracts that would push a contractual provision or recast a contractual relationship into an *ultra vires* status are disfavored, because the resulting contract would be considered void. *See North Miami Beach v. Metro Dade County*, 405 So.2d 204, 206-07 (Fla. 3d DCA 1981); *see also Lykes Bros., Inc. v. Plant City*, 354 So.2d 878 (Fla. 1978)(city's contractual promise to not collect tax from a private business was *ultra vires* and void); *Clearwater v. Bonsey*, 180 So.2d 200, 205 (Fla. 2d DCA 1965)(municipal duty to follow the law or uphold the law cannot be divested by a private contract).

### *The City Code of Ordinances*

The City of Lake City has an enacted Code of Ordinances (the "City Code"). The City Code regulates several areas of City operations that are relevant to the payment of salary, wages, or cash-value benefits to employees.

Firstly, the Code vests with the City Council the power and authority to set the salary of a City officer or City employee. City Code Sec. 1-12(4). This grant of authority mirrors the grant of authority in the City Charter as to appointing a City Manager. City Charter Sec. 401.

The same Article in the Code that empowers the Council to set employee salary also provides a broad statement of legislative intent that the existing Code should not invalidate or prevent duly-enacted ordinances of the future, or those passed after the Code's effective date, at Code Section 1-16. City Code Sec. 1-16.

This statement of a welcoming intent towards future ordinances not anticipated by the Code is not absolute, or without limitation, however. The Code's Section 1-8 adds the requirement that if a later ordinance will "amend, [...] repeal or in any way effect" the Code, it must be presented and enacted following a defined protocol that includes a numbering designation matching up with the older Code section to be amended, and that also includes this special language in the enacting law: "That section \_\_\_\_\_ of the Code of the City of Lake City, Florida, is hereby amended by [...]." City Code Sec. 1-8(a)-(c).

Next, within Code Section 2-354, entitled "Budget amendment procedure," the Finance Director of the City is empowered to spend monies that are re-allocated, e.g., that are available but not budgeted or planned for as to their usage, but not for the purpose of the payment of salary. City Code Sec. 2-354(e). Because the City Finance Director is not empowered to reallocate funds to pay salary expenses, the remaining permissible method of using available annual budget funds to pay, in reallocation, an expense of salary, is to obtain a voted City Council resolution authorizing a reallocation to salary. City Code Sec. 2-354(g).

City Code Section 2-382, entitled "Procedure" and which pertains to the settlement or payment of employment claims against the City, provides that any cash value settlement of an employment claim exceeding \$5,000 in value must be "approved by the [City Council]."

Finally, City Code Section 70-3 adopts and provides notice of the City's Personnel Manual/Employee Handbook, a set of "policies and procedures" for City employment practices enacted through Ordinance 84-523.

Given their plain meaning, and read together, the foregoing sections of the City Code require that if a City employee is departing and is making a claim for the payment of monies relating to salary or accrued cash-value benefits owed—regardless of whether the nature of the claim is in recompense for monies owed during active employment and prior to separation, or are claimed as severance, meaning sums only payable after separation—if the total claimed is more than \$5,000, the City Council must approve. If the source of the payment must be a reallocation of available City funds, the City Council must approve, if the funds are reallocated to pay salary.

Restated, the local government law operating in Lake City requires that, for an ‘exit agreement’ or ‘separation agreement’ with a departing employee, the agreement must be approved by the City Council if the value of its payments to the employee for post-employment pay or accrued hourly benefits owed is greater than \$5,000.

Moreover, the City’s Code also requires that the payment and accrual of benefits to employees follow the rules in the Personnel Manual/Employee Handbook.

### ***The Rules in the City’s Personnel Manual/Employee Handbook***

Chapter 10, from page 10-1, of the City’s Personnel Manual (also called Employee Handbook), provides rules for the accrual and the payment to a City employee for annual (or vacation) leave and sick leave.

Sub-section 10.02(E) of this chapter states that upon separation from the City, an employee may be paid an amount of their unused sick leave equal to either 25% of their total unused sick leave or 500 hours of sick leave, whichever is less. Sub-section 10.02(A) provides that a City employee accrues sick leave at the rate of eight (8) hours every month. This means that as to a payout of accrued but unused sick leave, the payout must adhere to this ‘25% or 500 hours, whichever is less’ maximum limit.

From sub-section 10.02(A) of Chapter 10 of the City’s Personnel Manual/Employee Handbook, the chapter sets the rules of the accrual and payment of annual leave, also called vacation pay. Sub-section 10.02(B), entitled “Maximum Accumulation,” states that an employee may never accumulate more than 320 hours of annual leave, and that upon

separation, an employee may be paid the cash equivalent of their annual leave hours accrued up to the cap of 320 hours.

### *Florida State Law on Severance Pay Limits*

Set one level of government above local laws, a city's ability to enter into specific types of employment contract with employees can be restricted, and is restricted, in certain regards, by state law,<sup>6</sup> in the form of a specific Florida statute, Section 215.425.

Section 215.425 is a well-known statutory law that applies to cities, counties, and state agencies that employ career personnel. The statute restricts the public employer's ability to pay "extra compensation" to any employee in several respects. The statute has been construed in Florida judicial opinions and Florida Attorney General opinions on a number of occasions, and the way in which the statute applies should be considered as 'well developed.'

Section 215.425 is mainly concerned with municipal personnel practices that attempt to pay more than 20 (twenty) weeks of "severance pay"—which the statute defines as hourly or weekly wages or salary for forward-looking time periods, and which definition, importantly, excludes sick leave and annual (vacation) leave. See Fla. Stat. § 215.425(4)(d)(1).

The payment to Mr. Dyal of the vacation leave and sick leave sums presented above does not implicate the matters regulated by Section 215.425, because the payment sums under question were for the exempted categories of annual and sick leave.

The payment to Mr. Dyal of 16 weeks of salary as severance pay does not violate the restrictions of this same statute, which limits such payments to 20 weeks of salary.

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<sup>6</sup> While cities and counties have been empowered to make contracts and undertake other acts in fulfillment of their mission, those contracts and those acts still cannot be "adverse to general or special law," which means that the local governments remain subject to state statutes that regulate all such bodies of local government, particularly as they spend general tax revenues. See *State v. Orange County*, 281 So. 2d 310, 312 (Fla. 1973).



## VI. Concluding Comments

Viewing and construing together Section 7 and Section 8 of the Employment Agreement, there is not an indication that the City—within that Employment Agreement—agreed to pay Mr. Dyal the 16-weeks salary payment upon a purely or strictly voluntary resignation by him.

The facts reviewed suggest that the City (but not the City Council, or with the approval of the City Council) did execute a Separation Agreement that followed a strictly or purely voluntary resignation by Dyal, and that—within that Separation Agreement—agreed to pay Dyal 16 weeks of salary, post-employment.

This 16-week salary payment did not violate state law. It did violate the City Code, due to the flawed process of not bringing the matter before City Council for a voted approval.

The City Council's voted approval to hire Mr. Dyal as City Manager was made with the benefit of draft, unsigned versions of both the Employment Agreement and the Separation Agreement.

But the draft Employment Agreement did not go as far as paying 16-week salary severance in the event of a strictly voluntary resignation, while the draft Separation Agreement conflicted with this, providing that the same payment would be made, without engaging in categorizing a separation of employment as termination, resignation, or some type of a resignation. Thus, it cannot be reasonably concluded that in voting approval for Mr. Dyal's hiring, the City Council explicitly or implicitly approved the concept of paying a 16-week salary sum in the event that Mr. Dyal would voluntarily resign strictly of his own impulse.

As a matter of Florida state law, the City Council had the authority to agree to pay a city manager a sum equal to 16 weeks of salary following their separation from employment, even following a voluntary resignation.

As shown above, Florida state law would label as 'severance pay' this type of post-employment payment of salary, and the key state statute cited above allows cities to pay severance for up to 20 weeks of salary.

As a matter of the City's Code, however, the City Council had this authority, but the decision to make such payment of 16 weeks of salary was a matter that required the specific voted approval of the Council, after consideration and deliberation, a voted approval that did not occur.

The payments to Mr. Dyal of cash equivalents of sick leave hours and annual leave hours are not implicated by the state statute discussed above. They are subject to the restrictive caps on such payouts set forth in the City's Code-adopted Personnel Manual/Employee Handbook.

Both payments were simply in excess of the cap, a mistake in calculation made when Finance Department personnel consulted their records on hours accrued by Mr. Dyal but did not consult or seek a further legal opinion or legal advice on the caps in the Manual/Handbook which reduce payment amounts below accrued hours amounts.

The City Council has the authority to vote such payments (in excess of these caps) into being, but to do so without violating the City Code would require the Council to present such vote as a vote on a formal amendment, of the Code and to the Manual, following a prescribed procedure and using special amendatory language in the amending ordinance.

[END]

**File Attachments for Item:**

7. City Council Resolution No. 2025-017 - A resolution of the City of Lake City, Florida, approving that certain form of Hangar Lease Agreement for use by the City Manager for leasing corporate hangars and "T" - hangars at Lake City - Gateway Airport; making certain findings of fact in support of the City approving said form of hangar lease agreement; authoring non-substantive changes to said form of hangar lease agreement with the concurrence of the City Attorney; directing the City Manager to utilize said form of hangar lease agreement in all such cases where it is applicable; authorizing the City Manager or the City Manager's designee to execute such hangar lease agreement on behalf of the City; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Delegate Signing Authority for Month-to-Month Hangar Agreements to Airport Director

**DEPT / OFFICE:** Airport

<b>Originator:</b> Ed Bunnell		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Ed Bunnell	<b>Date</b> 1/16/2025
<b>Recommended Action:</b> Delegate the authority to sign Month-to-Month Hangar Agreements to the Airport Director.		
<p>The Lake City Gateway Airport currently has two distinct types of agreements for managing airport operations:</p> <p>Land Lease Agreements: Long-term agreements spanning multiple years, approved by the City Council and signed by the Mayor due to their strategic significance and financial implications.</p> <p>Month-to-Month Hangar Agreements: Operational agreements for aircraft storage on a short-term, renewable basis.</p> <p>While the process for Land Lease Agreements is appropriate, given their importance, the requirement for Mayoral approval of Month-to-Month Hangar Agreements creates inefficiencies and delays in day-to-day operations.</p>		
<b>Alternatives:</b> Make no changes		
<b>Source of Funds:</b> N/A		
<b>Financial Impact:</b> N/A		
<b>Exhibits Attached:</b> Exhibit A, B, C		

**RESOLUTION NO 2025 - 017**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN FORM OF HANGAR LEASE AGREEMENT FOR USE BY THE CITY MANAGER FOR LEASING CORPORATE HANGARS AND “T” – HANGARS AT LAKE CITY – GATEWAY AIRPORT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID FORM OF HANGAR LEASE AGREEMENT; AUTHORIZING NON-SUBSTANTIVE CHANGES TO SAID FORM OF HANGAR LEASE AGREEMENT WITH THE CONCURRENCE OF THE CITY ATTORNEY; DIRECTING THE CITY MANAGER TO UTILIZE SAID FORM OF HANGAR LEASE AGREEMENT IN ALL SUCH CASES WHERE IT IS APPLICABLE; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER’S DESIGNEE TO EXECUTE SUCH HANGAR LEASE AGREEMENT ON BEHALF OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) operates and manages Lake City – Gateway Airport (the “Airport”) for the benefit of the City; and

WHEREAS, from time to time aircraft owners (the “Aircraft Owners”) desire that the City lease to said Aircraft Owners certain corporate hangars and “T”-hangars (collectively, the “Hangars”, and singularly, a “Hangar”) owned by the City at the Airport; and

WHEREAS, leasing a Hangar to an Aircraft Owner requires a lease agreement; and

WHEREAS, the general terms and conditions of such agreements are generally uniform and not subject to substantial deviation; and

WHEREAS, expediting the creation and implementation of such lease agreements to streamline the process of marketing the Hangars to Aircraft Owners promotes efficiency in government; and

WHEREAS, to promote such efficiencies the City desires to adopt a form of lease agreement in the form of the agreement attached as an Exhibit hereto; and

WHEREAS, the City further desires the City Manager utilize such form of lease agreement in all such cases where appropriate to do so; and

WHEREAS, the City desires such lease agreement, subject to the provisions of this resolution, be used by the City Manager without further approval of the City Council; and

WHEREAS, the City desires the City Manager and/or the City Manager's designee be authorized to execute and bind the City to said lease agreement when necessary from time-to-time to lease a Hangar to an Aircraft Owner; and

WHEREAS, adopting the terms of the proposed lease agreement as an approved form of the City in the form of the Exhibit attached hereto (the "Lease Agreement") is in the public or community interest and for public welfare; now therefore

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

1. Adopting the form of the Lease Agreement as an approved form of the City is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Lease Agreement in the form of the Exhibit attached hereto should be and is approved and adopted as the form of the Hangar Lease Agreement by the City Council of the City of Lake City; and
3. In furtherance thereof, the City Manager and/or the City Manager's designee are directed and authorized, without further approval of the City Council, to utilize the Lease Agreement in all such cases where appropriate to do so; and
4. In furtherance thereof, the City Manager and/or the City Manager's designee are authorized, without further approval of the City Council, to execute the Lease Agreement when necessary from time-to-time to lease a Hangar to an Aircraft Owner; and
5. In furtherance thereof, the City Manager and/or the City Manager's designee are authorized, with the concurrence of the City Attorney, to make minor, non-substantive changes to the Lease Agreement, provided such changes do not incur additional liability to the City; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



## UNIFORM AIRCRAFT HANGAR RENTAL AGREEMENT

**KEY TERMS AND INFORMATION:**

Tenant Name:	Hangar Type and Monthly Rental <input type="checkbox"/> Corporate @ \$734.40/month Rate (Check One): <input type="checkbox"/> T-Hangar @ \$227.70/month
Tenant Address:	Hangar Number/Designation:
Tenant Telephone & Email:	Agreement Effective Date:

THIS AGREEMENT effective as of the above-referenced Agreement Effective Date by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose mailing address is 205 North Marion Ave., Lake City, Florida 32055 (hereinafter called City) and the above-named Tenant whose address and phone number are set forth above (hereinafter called Tenant).

### RECITALS

**WHEREAS**, City owns and operates the Lake City Gateway Airport (the "Airport") and in connection therewith provides hangars to park and store aircraft; and

**WHEREAS**, Tenant owns and operates an aircraft described and identified on Schedule "A" attached hereto and herein referred to as "Tenant's Aircraft"; and

**WHEREAS**, Tenant desires to rent from City a hangar at the Airport to park and store

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



Tenant's Aircraft; and

**WHEREAS**, City is willing to rent a hangar to Tenant, but only in accordance with and pursuant to the terms and conditions of this rental agreement.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements herein to be performed, City and Tenant agree as follows:

1. **RENTAL OF HANGAR**: City hereby leases to and Tenant hereby leases from City the above-referenced and designated hangar, herein referred to as "Tenant's Hangar.
2. **TERM OF LEASE**: This agreement shall continue in effect from month-to-month, being automatically renewed after each month, unless a thirty (30) day written notice is given by either party to the other that the agreement is terminated.
3. **RENT**: Tenant shall pay as rent for the hangar during the Lease Term the above-referenced monthly rental amount (the "Monthly Rent"), plus applicable sales taxes, plus a shared charge for electrical service, payable in advance on the first day of each month. The Monthly Rent may be changed from time to time by City upon thirty (30) days written notice to Tenant. Tenant shall pay a \$50.00 late fee on any installment of rent that is not paid by the 10th day of the month in which it is due.
4. **USE OF PREMISES**: The hangar hereby leased is to be used for the primary purpose of parking and storing an aircraft owned or leased by Tenant. City shall be informed of the specific aircraft to be parked and stored in the hangar, and no change of aircraft parked and stored in the hangar will be made without the approval of City. No maintenance of any kind will be conducted in the hangar other than specifically authorized herein or by City. Neither Tenant nor any employee or agent of Tenant shall spill, drain, or permit to be spilled or drained any gasoline, oil, or other fluids upon the floor of or ground within the hangar. Any gasoline, oil, or other fluids that

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may be drained from the aircraft while parked in the hangar, in connection with any authorized maintenance of the aircraft, shall be drained in proper and approved containers and then disposed of by Tenant, at Tenant's expense, in accordance with and pursuant to all of the laws, rules, and regulations of all federal, state, and local agencies.

5. **SUBLEASE/AGREEMENT:** The hangar hereby leased shall not be subleased by Tenant, nor shall this lease be assigned without the express approval of City. Parking of aircraft not belonging to, or leased by, Tenant shall be construed as a sublease and unless approved by City shall be grounds for termination of this lease.
  
6. **TENANT'S RESPONSIBILITY AND DISCLAIMER BY CITY:** Tenant shall have the sole responsibility for parking and storing Tenant's Aircraft in the hangar and shall park and store such aircraft in accordance with general accepted standards with respect to parking and storing aircraft and otherwise in accordance with all existing rules and regulations relating thereto. City hereby disclaims any and all liability for damage to Tenant's Aircraft while parked and stored in the -hangar. City shall neither be liable in any way for damage to Tenant's Aircraft while in use at the airport nor for any damage or loss caused by or related to improper or inadequate parking and storing of Tenant's Aircraft in the hangar.
  
7. **INDEMNITY AND INSURANCE:** Tenant agrees to indemnify and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City by reason of or on account of damages to the property of City or the property of, injury to, or death of any person arising from Tenant's use of the airport and occupancy of the hangar, including acts of Tenant's agents, contractors and subcontractors; provided that City shall give Tenant prompt and timely notice of any claim made or suit instituted which,

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in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against City for any cost for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

Tenant shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Florida, insuring Tenant and City against all liability for accidents arising out of or in connection with Tenant's use and occupancy of the airport and its use of the hangar under the terms and conditions of this agreement, and shall furnish to City certificates evidencing such insurance, naming City as an additional insured there under, to-wit: aircraft public liability and property damage insurance, and comprehensive public liability and property damage insurance with limits of not less than \$1,000,000.00.

8. **TENANT'S COVENANTS:**      Tenant covenants and agrees as follows:
- a. The accumulation of rubbish, trash, rags, cans, grease, food items, gasoline or other combustible material in or about the hangars shall not be permitted. Tenant shall keep the hangar clean at all times and it shall be subject to inspection by the airport manager at any time and if found to be a fire or accident hazard, Tenant shall be so informed and Tenant shall, within five (5) days of this notice, clean the hangar.
  - b. Hangars are for storage of aircraft only, and they are not to be used as commercial work shops, repair shops, or maintenance shops; welding, painting and major aircraft repairs therein are prohibited.
  - c. Tenant shall be permitted to perform only those repairs and/or maintenance which are specifically authorized under Federal Air Regulations Part 43,

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preventative maintenance allowed by owner/pilot that do not require the services of a licensed A&P Mechanic.

- d. Kerosene or gas fired heaters or any type open flame heaters or apparatus are prohibited. No welding or spray painting is allowed to be performed in the hangars.
- e. No partitions shall be removed or any structural changes made in the hangar without written permission from the airport manager.
- f. Electrical services may be installed at the Tenant's hangar, provided written permission is obtained from the airport manager, a permit is issued from the City and a licensed electrical contractor installs the services according to the permit obtained from the City.
- g. Aircraft engines are not to be started or run inside hangars for any reason at any time.
- h. The Tenant shall not do or permit to be done any act or thing upon the premises:
  - i. Which will invalidate or conflict with any fire insurance policies covering the premises at the airport, or
  - ii. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.
- i. To abide by and comply with the ordinances of the City and all of the federal and state laws and rules and regulations of all agencies thereof which are applicable to the airport and the operation of aircraft.

**9. MISCELLANEOUS PROVISIONS:**

- a. The Tenant shall not assign this lease nor any interest herein, nor underlet or sublet all or any part of the leased premises, rights or privileges without the

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written permission from the City.

- b. The City, or its representatives, shall have the right to enter upon the premises at any reasonable hour for the purpose of examining the same, making repairs to the leased property, or for any other lawful purpose.
- c. Tenant agrees to return said premises to City at the expiration of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightening, earthquake or another casualty alone excepted. It is the responsibility of Tenant to report any damage to the -Hangar to the City, and, when the fault of Tenant, he will reimburse City for the cost of necessary repairs.

10. **TERMINATION** This agreement may be terminated by either party upon thirty (30) days' written notice of non-renewal as provided for in Paragraph 2 above. In addition, City may terminate this agreement, or any extension thereof, upon the occurrence of any of the following which shall constitute a breach of this lease agreement by Tenant:

- a. Monthly Rent is not received by the City from the Tenant by the 15th day of each month;
- b. Tenant has failed to comply with any condition of this lease and has not reasonably corrected the deficiency after written notice from City. In the event of such breach by Tenant, City shall have the right to terminate this lease by giving written notice of the termination to Tenant. Upon City terminating this lease for any breach, the City shall have the right, and is hereby authorized, to impound the aircraft and to hold the same until Tenant pays to City all past due rent and any and all other expenses reasonably incurred by City in connection with impounding the aircraft. Tenant specifically grants City a lien upon the aircraft for any charges Tenant shall owe to City under the terms and provisions of this

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lease. Tenant agrees to indemnify City against any expense, liability, or payment for damage to Tenant's Aircraft caused or in any manner arising from City impounding Tenant's Aircraft for any of Tenant's violation of the provisions of this lease. In the event Tenant fails to pay to City within thirty (30) days all charges owed to City and expenses incurred arising out of City impounding the aircraft, should such occur, City is hereby authorized to foreclose its lien upon the aircraft by giving proper public notice and otherwise complying with the laws of Florida.

11. **NOTICES**: Any notice required by this agreement shall be in writing and may be hand delivered to either party or sent by mail, postage prepaid, addressed to the party to whom the notice is to be sent at said party's address as provided for in this agreement.
12. **HEADINGS**: The paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this agreement.
13. **SUCCESSORS AND ASSIGNS**: All of the covenants, stipulations, terms, conditions and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
14. **CONSTRUCTION**: This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Florida.
15. **JURISDICTION AND VENUE**: Exclusive jurisdiction and venue for resolution of any legal actions by or between the parties hereto shall be exclusively in a court of competent jurisdiction in Columbia County, Florida.
16. **COUNTERPARTS**: This agreement has been executed in two counterparts, each of which shall be an original, and all collectively but one instrument.

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IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

Signed, Sealed, and Delivered  
in the Presence of:

THE CITY OF LAKE CITY, FLORIDA

Witnesses:

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

\_\_\_\_\_  
Witness Printed Name

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

\_\_\_\_\_  
Witness Printed Name

Witnesses:

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

\_\_\_\_\_  
Witness Printed Name

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

\_\_\_\_\_  
Witness Printed Name

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

\_\_\_\_\_  
Title: Airport Director

TENANT:

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Tenant Authorized Agent Name (if Applicable)

By:

\_\_\_\_\_  
Signature of Tenant/Tenant Agent

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

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SCHEDULE A  
AIRCRAFT IDENTIFICATION

MANUFACTURER: \_\_\_\_\_

YEAR & MODEL: \_\_\_\_\_

AIRCRAFT COLORS: \_\_\_\_\_

N- NUMBER: \_\_\_\_\_  
(FAA Registration)

REGISTERED OWNER: \_\_\_\_\_  
(FAA Registration)

HANGAR NUMBER: \_\_\_\_\_

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

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Airport Director Initials\_\_\_\_\_



**File Attachments for Item:**

8. City Council Resolution No. 2025-018 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and PFM Financial Advisors, LLC, a foreign limited liability company for Bond Advisory Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
02/03/2025

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** RFP-004-2025 Bond Financial Advisor

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Angel Bryant		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Brenda Karr	<b>Date</b> 01/15/2025
<b>Recommended Action:</b>  Establish contract with top ranked firm for a Bond Financial Advisor.		
<b>Summary Explanation &amp; Background:</b> RFP-004-2025 Bond Financial Services solicitation was from November 25, 2024, to December 23, 2024. The evaluation committee was held on January 15, 2025, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with the top firm. The top-rated firm was PFM Financial Advisors LLC.		
<b>Alternatives:</b>  Not have a Bond Financial Advisor		
<b>Source of Funds:</b> 001.05.519-030.31		
<b>Financial Impact:</b> \$21,252.60		
<b>Exhibits Attached:</b> (RFP-004-2025) Solicitation, Evaluation Committee Consensus Scorecard, PFM Financial Advisors Response		

**RESOLUTION NO 2025 - 018**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND PFM FINANCIAL ADVISORS, LLC, A FOREIGN LIMITED LIABILITY COMPANY FOR BOND FINANCIAL ADVISORY SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) solicited bids for Bond Financial Advisory Services (the “Services”); and

WHEREAS, PFM Financial Advisors, LLC, a foreign limited liability company (the “Vendor”) was awarded the bid to provide the Services; and

WHEREAS, the Vendor and the City desire to enter into that certain contract to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, acquiring the Services by engaging the Vendor is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

- 
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**PFM FINANCIAL ADVISORS LLC**  
**AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

This agreement (“Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between City of Lake City (“Client” or “City”) and PFM Financial Advisors LLC (hereinafter called “PFM” or “Contractor”), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, Client desires to obtain the services of a financial advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

**I. SCOPE OF SERVICES**

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. Client acknowledges and agrees that most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon the request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the Client may agree to additional services to be provided under a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

**II. WORK SCHEDULE**

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

**III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the

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responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to Client.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to Client prior to or together with this Agreement.

#### **IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES**

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

##### **1. Reimbursable Expenses**

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

##### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **V. TERMS AND TERMINATION**

This Agreement shall be effective from the date executed until January 31, 2028 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term", unless terminated in writing by either party upon thirty (30) days written notice to the other party. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

If the Contractor fails to fulfill any of its obligations under this Agreement through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, either party shall have the right to terminate this contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be affected by delivery of a written notice to the Contractor specifying whether termination is for default or for convenience, the extent to which services under this Agreement are to be

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terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Agreement on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.

In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Agreement or otherwise.

Effect of Termination – If this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by the Contractor pursuant to this Agreement shall be made available to and for the exclusive use of the CITY. Notwithstanding the above, the Contractor shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the Contractor.

**VI. ASSIGNMENT**

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM’s business without any such consent.

**VII. INFORMATION TO BE FURNISHED TO PFM**

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

**VIII. NOTICES**

All notices and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

**CITY OF LAKE CITY**  
205 N. Marion Ave.  
Lake City, FL 32055  
Attention: \_\_\_\_\_

**PFM FINANCIAL ADVISORS LLC**

1735 Market Street  
42<sup>nd</sup> Floor  
Philadelphia, PA 19103  
Attention: Chief Executive Officer

**IX. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client’s reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the Client copies of any deliverables pertaining to this Agreement.

**X. PFM’S REPRESENTATIVES**

1. Advisory Team

The employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

A. Professional Staff

- Jeremy Niedfeldt, Managing Director
- Julie Santamaria, Director
- Nicklas Rocca, Director
- Kevin Plenzler, Director
- Mara Lugo, Senior Managing Consultant

B. Administrative and Support Staff

- Omar Charbanou, Analyst
- Logan Hauser, Analyst

2. Changes in Advisory Team Requested by the Client

The Client has the right to request, for any reason, that PFM replace any member of the advisory team. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

**XI. INSURANCE REQUIREMENTS**

a. Prior to commencing work, the Contractor shall procure and maintain at the Contractor's own cost and expense throughout the Term of the Agreement the following types and limits of insurance coverage in relation to the negligent or intentionally wrongful

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performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:

(1) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

(2) Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per occurrence for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor is otherwise required by law to provide such coverage.

(4) Professional Liability Insurance - \$1,000,000 or as per occurrence (ultimate loss value per occurrence). Adding the City as additional insured is not required for Professional Liability Insurance.

#### b. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

#### c. Other Insurance Provisions

##### (1) Commercial General Liability and Automobile Liability Coverage

(i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations

of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.

(ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

**(2) Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Contractor in the performance of services under this contract.

**(3) All Coverage**

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.

(ii) If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

(iii) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, further notice to the Contractor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Contractor.

**d. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers; or the Respondent shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

**e. Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

f. Verification of Coverage

The Contractor is reminded that regardless of what the State of Florida requirements for insurance are (including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for entities wishing to enter into an Agreement with the City. The Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this Section. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be submitted and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

**XII. LIMITATION OF LIABILITY; INDEMNIFICATION**

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, PFM shall have no liability to any party under this Agreement.

The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the negligent or intentionally wrongful performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

**XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

The parties to this Agreement are independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint ventures of City and none of the provisions of this Agreement shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the

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services or other requirements of this Agreement except to require compliance with requirements and standards stated in the contract. The Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

**XIV. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida, exclusive venue in Columbia County, Florida. PFM and the City agree that, should a disagreement arise to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

**XV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by Client shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**XVI. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, and that the execution and delivery of this Agreement has been duly authorized by all necessary governance, corporate, or other entity actions including, where applicable, approval by its applicable governing board. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

**XVII. E-VERIFY**

The Contractor, and its subcontractors, must register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of the contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and will be liable for any additional costs incurred by the City as result of the contract termination.

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**XVIII. PUBLIC ENTITY CRIMES**

As required by Florida Statute 287.133(2)(a) in part, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 s. 287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Florida Statute 287.133(2)(b) a public entity may not award any contract to or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal or reply from, award any contract to, or transact any business with any other person who is under the same, substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

In accordance with section 287.133, F.S., any person must notify the Department of Management Services within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Contractor must also notify the City of such conviction within 30 days of the conviction.

**XIX. SCRUTINIZED COMPANY LIST**

For contracts for goods or services of \$1 million or more, Contractor is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies in the Iran Petroleum Energy Sector List, and that Contractor does not have business operation in Cuba or Syria; and

For contracts in any amount, Contractor is not on the Scrutinized Companies that Boycott Israel List or engaged in any boycott of Israel.

Pursuant to section 287.135(3) and (5), F.S., Contractor agrees that City may at its option terminate this Agreement or file civil suit if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria during the term of the contract.

**XX. DISCRIMINATORY VENDOR LIST**

In accordance with section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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 accordance with section 287.134(2)(b), F.S., a public entity

may not award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not award any contract to, or transact any business with, any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

**XXI. GIFTS FROM FOREIGN COMPANIES OF CONCERN**

In accordance with section 286.101(3)(a), F.S., any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services.

**XXII. PUBLIC RECORDS**

Termination. The City may terminate the Agreement for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Agreement unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S. 8.1.2 Statutory Notice.

Custodian of Public Records. Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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

Audrey E. Sikes, City Clerk,  
City of Lake City custodian of public records  
at 386-719-5756 or [SikesA@lcfla.com](mailto:SikesA@lcfla.com)  
Mailing Address  
205 North Marion Avenue,  
Lake City, Florida 32055.

Contractors Acting on Behalf of a Public Agency. Pursuant to Section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall: (a) Keep and maintain public records required by the public agency to perform the service. (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the Contractor does not transfer the records to the public agency. (d) Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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**IN WITNESS WHEREOF**, Client and PFM have executed this Agreement as of the day and year herein above written.

CITY OF LAKE CITY

By: EXHIBIT-NOT FOR EXECUTION

Name: EXHIBIT-NOT FOR EXECUTION

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

**PFM FINANCIAL ADVISORS LLC**

By: Jeremy Niedfeldt

Name: EXHIBIT-NOT FOR EXECUTION

Title: Managing Director

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**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Services related to the Financial Planning and Policy Development upon request of Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
- Conduct strategic modeling and planning and related consulting.
- Attend meetings with Client's staff, consultants and other professionals and the Client.

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- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds,

redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

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**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

PFM’s Price proposal has been uploaded into the portal and below is further explanation of fees. PFM proposes the following fees for services related to the issuance of debt, which will be included in the proceeds of any borrowing and calculated per \$1,000 of bond proceeds. These fees would be the same for fixed/variable rate debt, new money/refunding bonds, bank loans, and lines of credit.

**BASIC FEES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	MINIMUM FEE PER ISSUE	1	EA	\$19,500
2	UP TO \$10 MILLION, PER BOND	1	\$1,000.00	\$1.00
3	10 MILLION TO \$20 MILLION, PER BOND	1	\$1,000.00	\$0.90
4	Over \$20 million, per bond	1	\$1,000.00	\$0.70

PFM will be reimbursed by the City for out-of-pocket expenses at a flat fee of \$1,500 per transaction. This flat fee encompasses any travel, meals, lodging, data recovery fees, and all other costs incurred by PFM in the normal course of a transaction. Any out-of-state travel requested by the City will be billed at cost.

**Out-Of-Pocket Expenses**

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Out-of-pocket Expenses	1	EA	\$1,500

Certain projects that are more in-depth may be subject to a separately negotiated fee. For such special projects, a fixed fee is typically agreed to in advance and documented in a written agreement. Any requested services provided by PFM affiliates are subject to separate agreements and fees.

**SPECIAL SERVICES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Special Services	1	EA	TBD

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**Hourly Project Fees (Non-Transaction Related)**

PFM will not charge for general advice between financings. In the event the Client requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the Client’s request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$350
Director	\$300
Senior Managing Consultant	\$300
Senior Analyst	\$250
Analyst	\$200
Administrative Support	\$0

**Retainer**

For general advice between financings, PFM shall receive an annual fee in the amount of \$8,000 (“Retainer”), payable in quarterly installments. The Retainer shall be reviewed and revised upon mutual agreement.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER  
IMPORTANT MUNICIPAL ADVISORY INFORMATION  
PFM Financial Advisors LLC**

**I. Introduction**

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

***How We Identify and Manage Conflicts of Interest***

**Code of Ethics.** The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

**Policies and Procedures.** We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

**Supervisory Structure.** We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

**II. General Conflict of Interest Disclosures**

***Disclosure of Conflicts Concerning the Firm’s Affiliates***

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of

action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

***Disclosure of Conflicts Related to the Firm's Compensation***

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee basis. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

***Disclosure of Conflicts Related to the Firm's Compensation Structure for Our Registered Advisors.*** Pursuant to various employee compensation structures, from time to time We offer certain of Our registered municipal advisors ("Registered Advisors") financial benefits based on his or her business plan, client base, performance, and/or transactions closed. This provides an incentive for such Registered Advisors to seek to retain additional clients and/or transactions or services from clients. While this form of compensation may be customary in some segments of the municipal advisory market, provision of such financial benefits may be deemed to present a conflict of interest. We manage and mitigate these types of conflicts by Registered Advisor's adherence to Our Code of Ethics and Policies and Procedures, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

***Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients***

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

***Disclosure Related to Legal and Disciplinary Events***

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically

access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC’s Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

**III. Specific Conflicts of Interest Disclosures – City of Lake City, Florida**

To Our knowledge, following reasonable inquiry, we are not aware of any actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

From time to time We may represent a Municipal Entity client and an Obligated Person on the same side of a transaction. This situation may present a potential conflict of interest if Our fiduciary duty to the Municipal Entity and duty of care owed to the Obligated Person represent competing interests. Accordingly, We mitigate this conflict of interest by disclosing it to clients, requiring separately negotiated agreements between Us and each client, and requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client’s needs, objectives and financial circumstances.

**IV. Municipal Advisory Complaint and Client Education Disclosure**

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at [www.msrb.org](http://www.msrb.org), and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**File Attachments for Item:**

9. City Council Resolution No. 2025-026 - A resolution of the City of Lake City, Florida urging the Legislature of the State of Florida to enact legislation to provide a public records exemption for Municipal Clerks, Employees performing municipal elections work, and/or employees having any part in code enforcement functions of a city; making findings of fact in support thereof; repealing resolutions in conflict; and providing an effective date.

Meeting Date
February 18, 2024

# CITY OF LAKE CITY

## Report to Council

AGENDA	
Section	
Item No.	

**SUBJECT:** Florida Association of City Clerks Request for Public Records Exemption for Municipal Clerk  
**DEPT. / OFFICE:** City Clerk

<b>Originator:</b> Audrey Sikes, City Clerk		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> City Council	2/5/25
<b>Recommended Action:</b> Adopt resolution urging the Florida Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.		
<b>Summary Explanation &amp; Background:</b> <p>The Florida Association of City Clerks is asking municipalities to enact a resolution supporting a petition to the legislature to enact legislation to provide a public records exemption for the Municipal Clerk position. This would provide an extra layer of protection for the clerks profession as many municipal staff are often involved in elections and perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings, or other activities that could lead to a criminal prosecution or code enforcement action are exposed to threats and other acts of violence.</p> <p>Indeed, municipal clerks often administer elections, and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Similarly, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants.</p> <p>Currently, the home address, telephone numbers, and other specified personal information of 30 classifications of public officers and employees and their spouses and children have been exempted in Florida Statutes. These exemptions cover local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken. Municipal Clerks and their staff fall within the window for greater protection.</p> <p>The Florida Association of City Clerks is very concerned about the safety and well-being of the municipal clerks and their staff who serve the public daily and are, oftentimes, the first point of contact with citizens.</p> <p>The Florida Association of City Clerks currently has a house bill sponsor and are working on a senate sponsor for this legislation.</p>		
<b>Alternatives:</b> N/A		
<b>Source of Funds:</b> N/A		
<b>Financial Impact:</b> None		
<b>Exhibits Attached:</b> Florida Association of City Clerks Resolution No. 2025-78		



# Florida Association of City Clerks

## RESOLUTION 2025-78

**A RESOLUTION OF THE FLORIDA ASSOCIATION OF CITY CLERKS URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

**Whereas**, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

**Whereas**, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

**Whereas**, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staff fall within the need for a window for greater protection; and

**Whereas**, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staff who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA ASSOCIATION OF CITY CLERKS THAT:**

**SECTION 1:** The Florida Association of City Clerks hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

**SECTION 2:** A certified copy of this Resolution be sent to Governor Ron DeSantis, members of the Florida Senate, the Florida House of Representatives and the Florida League of Cities.

Presented this 27th day of January 2025.

**Patricia J. Burke, MPA, MMC, RLO**  
President, Florida Association of City Clerks  
Town Clerk-Manager, Town of Palm Shores, Florida

CM/rrp  
01/31/2025  
Revised 02/06/2025

**RESOLUTION NO 2025 – 026**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA URGING THE LEGISLATURE OF THE STATE OF FLORIDA TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS, EMPLOYEES PERFORMING MUNICIPAL ELECTIONS WORK, AND/OR EMPLOYEES HAVING ANY PART IN CODE-ENFORCEMENT FUNCTIONS OF A CITY; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

WHEREAS, the City of Lake City, Florida has complied with all requirements and procedures of Florida law in processing and adopting this Resolution; now therefore

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

1. The City Council of the City of Lake City, Florida hereby adopts the recitals set forth in this Resolution as the legislative findings of the City Council of the City of Lake City; and
2. The Mayor and City Council of the City of Lake City, Florida, hereby urges and encourages the Legislature of the State of Florida to enact legislation providing a public records exemption for

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municipal clerks, employees who perform municipal elections work, and/or employees having any part in code enforcement functions of a municipality; and

3. The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Jennifer Bradley and Representative Charles “Chuck” Brannon, the Florida Association of City Clerks, the Northeast Florida League of Cities, the Suwannee River League of Cities, and the Florida League of Cities; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a meeting of the City Council, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

10. City Council Resolution No. 2025-027 - A resolution of the City of Lake City, Florida accepting the proposal for engineering services and authorizing Task Order Number Thirteen (13) pursuant to the Contract with Mittauer & Associates, Inc., a Florida Corporation, to evaluate the City-owned site of 454 acres commonly known as the "Branford Crossing Site" to determine the feasibility of converting said site into a restricted public access land application effluent disposal site; approving that certain proposal and task order between the City of Lake City and said vendor in the amount of \$90,600; making certain findings of fact in support of the City approving said proposal and task order; recognizing the authority of the Mayor to execute and bind the City to said proposal and task order; directing the Mayor to execute and bind the City to said proposal and task order; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Branford Site Effluent Disposal Analysis

**DEPT / OFFICE:** Utilities – Wastewater

<b>Originator:</b> Cody Pridgeon, Wastewater Director		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Cody Pridgeon	<b>Date</b> 1/24/25
<b>Recommended Action:</b> Accept Proposal from Mittauer & Associates		
<b>Summary Explanation &amp; Background:</b>  Due to the current and projected growth rate of Lake City it is necessary to expand the wastewater effluent disposal site. The existing 380 acre effluent disposal site is permitted for only 3.0 million gallons per day while both treatment plants have a combined permitted capacity of 6.0 million gallons per day. The current annual average daily flow sent to the site is 2.47 million gallons per day. The City currently owns 454 acres near Branford highway and 242 intersection that is suitable for effluent disposal. The purpose of the analysis will be to determine the cost, efficiency and best method for effluent disposal.		
<b>Alternatives:</b> Not Approve		
<b>Source of Funds:</b> 410.74.536-030.31		
<b>Financial Impact:</b> \$90,600		
<b>Exhibits Attached:</b> 1) Proposal		

## RESOLUTION NO 2025-027

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING THE PROPOSAL FOR ENGINEERING SERVICES AND AUTHORIZING TASK ORDER NUMBER THIRTEEN (13) PURSUANT TO THE CONTRACT WITH MITTAUER & ASSOCIATES, INC, A FLORIDA CORPORATION, TO EVALUATE THE CITY-OWNED SITE OF 454 ACRES COMMONLY KNOWN AS THE “BRANFORD CROSSING SITE” TO DETERMINE THE FEASIBILITY OF CONVERTING SAID SITE INTO A RESTRICTED PUBLIC ACCESS LAND APPLICATION EFFLUENT DISPOSAL SITE; APPROVING THAT CERTAIN PROPOSAL AND TASK ORDER BETWEEN THE CITY OF LAKE CITY AND SAID VENDOR IN THE AMOUNT OF \$90,600; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID PROPOSAL AND TASK ORDER; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID PROPOSAL AND TASK ORDER; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID PROPOSAL AND TASK ORDER; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) recognizes the necessity to expand current wastewater effluent disposal options due to the current and projected growth of the City; and

**WHEREAS**, the City currently owns what is commonly known as the “Branford Crossing Site” (the “Site”) which has acreage suitable for the growing needs of the City for effluent wastewater disposal; and

**WHEREAS**, Mittauer & Associates, Inc., a Florida corporation (the “Vendor”) has submitted Task Order Thirteen (13) as a proposal to provide an analysis to determine the cost, efficiency and best method for effluent disposal of the City’s wastewater at the Site (the “Services”); and

**WHEREAS**, the City has reviewed the proposed Task Order Thirteen (13) from the Vendor and the City finds that accepting and entering into this agreement with the Vendor to provide the Services (the “Agreement”) is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the Services to the City as provided in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof,
  - a. The proposal and task order from the Vendor for the Services is accepted; and



- b. The proposal and task order in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
- 3. The Mayor of the City of Lake City is the officer of the City duly designated to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
- 4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
- 5. The Mayor of the City of Lake City, is directed to execute on behalf of and bind the City to the terms of the Agreement; and
- 6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
- 7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney



Task Order No. 13

November 11, 2024

Mayor and City Council  
City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055

RE: Engineering Services Agreement  
Branford Crossing Site Effluent Disposal Analysis  
City of Lake City, Florida  
Mittauer & Associates, Inc. Project No. 8904-29-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the evaluation of utilizing the City’s existing 454-acre Branford Crossing Site as an effluent disposal site to receive treated wastewater effluent in Lake City, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

**SCOPE OF SERVICES**

The Engineer shall evaluate the City’s existing 454-acre Branford Crossing Site to determine the feasibility of converting the site into a restricted public access land application effluent disposal site. The Engineer and its subconsultant shall perform a geotechnical investigation of the subsurface conditions of the Site for the evaluation. The evaluation will determine if a rapid infiltration basin (RIB) land application system or a sprayfield land application system are feasible at the Site, with associated effluent disposal capacities. The evaluation will review applicable regulatory requirements. A conceptual layout and opinion of cost will be provided for both of the evaluated land application systems. A recommended effluent disposal solution for the Site, with potential funding sources, will be presented as part of the evaluation.

The Engineer shall also coordinate with City staff to establish the operating conditions of the City’s existing effluent disposal sites and related facilities, which shall include the holding pond, sprayfield pump station, wetlands, sprayfields, and transfer piping and valving network.

The Engineer shall provide a recommended overall conceptual site plan and flow diagram of the City’s proposed interconnected effluent disposal system to achieve a total effluent disposal capacity

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

of 6.0 MGD. The proposed operational control of the system will be presented as part of the evaluation.

The Engineer shall prepare a report summarizing the findings, recommendations, and opinions of cost.

**CONDITIONS AND EXCLUSIONS**

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services, such as all available record drawings, any relevant reports or studies, and all related system test results.

The Engineer’s scope of services does not include topographic surveying, design, the preparation of plans and specifications, permitting, bidding and award services, construction administration services, resident observation, zoning related tasks, wetlands surveys, flood plain permitting and/or flood plain mitigation, tree surveys, and boundary or easement related surveys.

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SCHEDULE OF FEES**

Client shall pay the Engineer a lump sum of \$90,600 for services rendered.

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act, as well as collection fees, and may cause the Engineer to stop work on the Client’s projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**ACCEPTANCE**

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,  
Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.  
President

JAM/JPP/TPN/pj

Accepted by  
City of Lake City, Florida

By: EXHIBIT-NOT FOR EXECUTION  
The Honorable Stephen Witt, Mayor

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

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

11. City Council Resolution No. 2025-028 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Columbia County, Florida, to operate the Waste Water Treatment Plant located within the North Florida Mega Industrial Park and owned by Columbia County, Florida; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**RESOLUTION NO 2025 - 028**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY, FLORIDA TO OPERATE THE WASTE WATER TREATMENT PLANT LOCATED WITHIN THE NORTH FLORIDA MEGA INDUSTRIAL PARK AND OWNED BY COLUMBIA COUNTY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (the “City”) operates potable water and wastewater utilities services in Columbia County, Florida; and

WHEREAS, Columbia County, Florida (the “County”) owns a wastewater treatment plant (the “WWTP”) for which the City is capable of providing management and operational services (the “Services”); and

WHEREAS, the City and the County each desire that the City provide the services to the County pursuant to the terms of the proposed agreement attached as an Exhibit hereto (the “Agreement”); and

WHEREAS, providing the Services by approving the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Providing the Services by approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of February, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**INTERLOCAL AGREEMENT RE  
OPERATION OF NORTH FLORIDA MEGA INDUSTRIAL PARK  
WASTEWATER TREATMENT PLANT**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Lake City, Florida, a municipality of the State of Florida (the “City”), and Columbia County, Florida, a subdivision of the State of Florida (the “County”). Each of the City and the County may be referred to in this Agreement as a “party” in the singular, and as the “parties” when referring to both of them.

**RECITALS:**

- A. North Florida Mega Industrial Park (“NFMIP”) is a privately owned approximately 2,622-acre industrial supersite park located in the County on US 90, outside of the City.
- B. The City currently provides potable water and wastewater treatment needs of the Lake City Correctional Facility (“LCCF”), a correctional facility located adjacent and contiguous to NFMIP.
- C. The City is currently providing commercial water service to the County’s own Wastewater Treatment Plant (“WWTP”) site under construction within NFMIP, which is the subject of a state appropriation, and which was designed, permitted, and under construction to serve NFMIP.
- D. The County’s contractor for the WWTP needs sufficient wastewater flow to operate the WWTP, in order to complete the plant seeding and accomplish completion of construction and turnover of the WWTP as an operating plant to the County.
- E. The City has available wastewater flow from its service to LCCF to divert to the WWTP for plant seeding and wastewater treatment purposes.
- F. The City wishes to operate the WWTP for the County, and the County wishes the City to operate the WWTP for the County, for a temporary time frame, in accordance with the provisions of this Agreement, as it may be renewed in the future.
- G. The City and County wish to document their understandings regarding the subject matter of this Agreement.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**CONSIDERATION:**

NOW, THEREFORE, in consideration of the sum of \$10.00 paid by each party to the other party, the receipt and legal sufficiency of which is hereby expressly acknowledged, and in further consideration of the foregoing premises, the parties hereby agree as follows:

**MATERIAL TERMS AND PROVISIONS:**

1. The foregoing Recitals are true and correct in all material respects and are a material part of this Agreement. Any unperformed or uncompleted provision set forth therein shall be an executory obligation of the party or parties, as the context requires, to be timely performed under this Agreement by such party or parties.
2. The initial term of this Agreement shall commence on signing by the last of the two parties to sign this Agreement and shall terminate on the date that is twenty-four (24) months following the signing date. Thereafter, the term shall renew automatically unless one party gives the other party a 90-day advance written notice of the intended termination of this Agreement.
3. Any information received by the City or the County from Florida Rural Water Association (“FRWA”) regarding preliminary discussions pertaining to the City’s proposed operation of the WWTP for the County shall be circulated and shared between the City and the County.
4. The City shall operate the WWTP for the County during the term of this Agreement and shall supply at least two or more licensed operators to run the WWTP prior to and following activation. During his remaining tenure with the County, Steve Roberts shall continue to sign off as operator and representative of the County pending completion of the WWTP by the contractor and transfer of licenses and permits for operating the WWTP are accomplished with FDEP or other required regulatory agencies. The City shall provide the operator of record for regulatory requirements for the operations of the WWTP during the City’s operation of the WWTP during the term of this Agreement.
5. The City shall continue to provide water service to the County for the WWTP as a regular commercial water customer of the City. However, since that water utility service is pursuant to a separate arrangement which predates this Agreement, that cost will not be included in the overall operations and maintenance cost calculations for the WWTP during the term of this Agreement.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

6. The City shall divert enough sewage to the WWTP for treatment to get the volumes up to properly operate the WWTP. This includes diverting and treating the sewage currently being piped to the City's own wastewater facilities from the LCCF at the WWTP. That flow is expected to be a minimum of approximately 100,000 GPD and shall be coordinated by the operators with the contractor to successfully accomplish the needed seeding of the WWTP for future continuous usage as designed and constructed. In good faith the City began that flow in advance of the full and final execution and approval of this Agreement between the City and the County, to meet the contractor's timeline for plant seeding for mid-January 2025. The treated effluent from the WWTP shall be discharged through use of a spray field easement for the WWTP. The revenues generated by that sewage treatment shall be assigned to the WWTP for purposes of calculating the cost and net revenue sharing under this Agreement, as described below. The City shall operate the WWTP at its cost and expense, exclusive of the cost of water being separately provided to the County by the City, but inclusive of the cost of the City's assigned operators' labor costs, power and electrical, chemicals and supplies, outside lab testing, equipment maintenance, and permits/intangible costs, including without limitation onsite storage, treatment, and effluent spray field disposal costs.
7. The parties shall determine the impact of leachate on the sludge to be produced by the WWTP to determine if the same may be hauled to the landfill for disposal or if it needs to be handled differently. The WWTP plant therefore shall not accept leachate for 6 months to 1 year after plant activation, as "bugs settle". Notwithstanding any contrary term or provision of this Agreement, the County shall pay for the disposal of the sludge, but that expense of disposal shall be included the quarterly and annual true-up of operational costs for the WWTP. Biosolids sludge removal techniques and options for the WWTP shall be determined by the operators as may be most cost effective for the WWTP. Testing will be required as to the grade of the sludge and determination of further treatment, disposal, and land application methods available. The costs and revenues related to the same shall be included in the quarterly and annual true up calculations for the WWTP.
8. Notwithstanding any contrary term or provision of this Agreement, the County, at the County's sole cost and expense, shall be responsible for the spray field startup costs, operational repairs and replacements, and operating costs for the spray field, which are expected when the spray field, which was previously installed and completed, is turned on, pressurized, and operated on a regular

basis in connection with the operation of the WWTP. The County shall remain directly and solely liable to Weyerhaeuser for damages under the final recorded Temporary Spray Field Easement Agreement for the WWTP. However, these are costs associated with the operation of the WWTP and shall be included in the quarterly and annual true up calculations to get a true picture of the actual cost of running the WWTP.

9. Commencing after the first six months of operation, but not expected to be later than the twelfth month follow commencement of operations of the WWTP, the WWTP shall accept leachate from the County landfill for treatment at the WWTP, to be charged at the rate of \$.08/gallon. The City operator shall determine an appropriate protocol and rates, fees, and charges to be imposed on treatment for septic tank haulers, RV, and marine sewage, wastewater, black water, and greywater pump out for treatment at the WWTP.
10. Except as otherwise provided, the City would initially bear all such operations and maintenance costs of the WWTP, unless the same are being invoiced directly to the County, in which case the County shall provide the City necessary information for including those invoiced costs into the cost sharing calculation (e.g., accounting, staffing, insurance, and/or permitting costs). The wastewater treatment revenues generated by each of the above City and County users of the WWTP shall be prorated by the month, with expenses to be shared by the City and the County on that basis, as determined on a month-to-month basis. There shall be monthly reports for review and discussion purposes, and the City shall invoice the County quarterly and annually for the County's pro rata share of the operating and maintenance costs of NFMIP WWTP for the preceding quarter, based on the treatment revenues generated by the City versus that generated by the County for NFWUA WWTP for that period.
11. The City and County shall share pro rata in any net revenue or net loss generated by the WWTP, as determined on a monthly basis, for each fiscal year or partial fiscal year during the term of this Agreement. The quarterly and annual true up of revenues and costs shall be conducted by an independent CPA/Auditor for that purpose.
12. Final methodology and formulae for that true up shall be based upon the recommendation of the selected CPA/Auditor, with input from the City and County and that cost shall be included in the cost of the WWTP.

13. Expenses incurred in the quarterly and annual true up would not include the County's property, liability, and casualty insurance coverage for the WWTP, nor the City's liability insurance coverage as operator of the WWTP. Each of the County and City would maintain insurance as desired for their own purposes and at their own respective sole cost and expense. For the final quarter of each fiscal year, there would be an annual true up of any pending expense or revenue items for NFWUA WWTP.
14. It is possible that rates charged for treatment, or the quantity of sewage accepted for treatment, will need to be adjusted to make this arrangement work. The City and County will work together in good faith with transparency to try to make this arrangement work for both the City and the County during the term of the agreement.
15. Each of the parties agree to cooperate with the other party in completing the operational arrangements for the WWTP contemplated by this Agreement, fully identifying and describing all matters required to complete and document the operation of the WWTP by the City for the County as contemplated by this Agreement, and diligently pursuing any and all governmental approvals required for entry into and performance of each such party's obligations under this Agreement and the operation of the WWTP.
16. Notices may be sent to the other party using the published notice address for the County Manager, as to the County, or to the City Manager, as to the City, or such other notice addresses as may be specified in writing by either party to the other party.
17. This is the sole agreement between the parties relating to the subject matter of this Agreement, and any prior communications, negotiations, and/or oral understandings are merged into this Agreement. This Agreement may only be amended or modified by the written agreement of the parties.
18. The failure to declare a breach of, or failure of performance under, this Agreement shall not constitute a waiver of that breach or failure of performance.
19. The waiver of a breach or failure of performance under this Agreement shall not constitute the waiver of any other breach or failure of performance under this Agreement.
20. The duty of good faith and fair dealing applies in all respects to this Agreement and the performance of the parties under this Agreement.

21. In the event that any portion of this Agreement is held to be unenforceable, then the remaining portions of this Agreement shall be enforceable to the greatest extent allowed by law or equity.
22. Each party to this Agreement is subject to and benefited by the statutory waiver of sovereign immunity as set forth in s. 768.28, Florida Statutes, as the same may be amended. Nothing in this Agreement shall waive any such application or protections provided to either party, if such liability is based on a tort claim.
23. The parties agree to resolve any differences or disputes arising under this Agreement by informal mediation, prior to resorting to judicial remedies and the institution of legal proceedings against the other party. In the event of a material, uncured breach or failure of performance under this Agreement, the non-breaching party shall be entitled to contractual remedies, including specific performance. Venue for any such judicial proceeding shall lie exclusively in the state courts in Columbia County, Florida, and Florida law shall govern and control.
24. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of the parties.
25. This Agreement shall be filed with the Clerk of the Circuit Court in and for Columbia County, Florida, for purposes of compliance with s. 163.01, Florida Statutes.

[Signatures Begin Next Page]

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

DULY EXECUTED BY AND ON BEHALF OF THE CITY OF LAKE CITY, FLORIDA, a municipality, on the date first set forth above.

THE CITY OF LAKE CITY, FLORIDA

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

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

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

Attest: \_\_\_\_\_

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

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

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

[Affix Official Seal]

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this day of \_\_\_\_\_, **2025**, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of THE CITY OF LAKE CITY, FLORIDA, a municipality, who is personally known to me.

\_\_\_\_\_

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

Notary Public

State of Florida at Large

My Commission Expires:

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

DULY EXECUTED BY AND ON BEHALF OF COLUMBIA COUNTY, FLORIDA, a subdivision of the STATE OF FLORIDA, on the date first set forth above.

COLUMBIA COUNTY, FLORIDA

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

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

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

Attest: \_\_\_\_\_

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

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

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

[Affix Official Seal]

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this day of \_\_\_\_\_, **2025**, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of COLUMBIA COUNTY, FLORIDA, a subdivision of the STATE OF FLORIDA, who is personally known to me.

\_\_\_\_\_

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

Notary Public

State of Florida at Large

My Commission Expires:

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

12. Discussion and Possible Action - Lake City Womens Club located at 257 SE Hernando Avenue  
(City Manager Don Rosenthal)





## ECRS – East Coast Rigging & Scaffolding

8221 Main Street                                      3130 N.W. 17<sup>th</sup> Street                                      7024 Benjamin Road  
 Laurel, MD. 20724                                      Lauderhill, FL 33311                                      Tampa, Florida  
 Md. Office 301-362-8801 •                                      Fl. Office 954-616-8487 •                                      772-209-0564

**Date:** 08.02.24                                      **Proposal No:** JM2024-29

**Customer:** O’Neal Roofing                                      **Jobsite:** The Women’s Club of Lake City  
 212 E. Hickory Drive                                      257 SE Hernando Ave.  
 Lake City, FL 32025                                      Lake City, FL 32025

**Attn:** Dwight Rhodes

**Phone:** 386-752-7578                                      **Proposed by:** John McGraw  
**Office:**                                      **Mobile:** 904.626.6472  
**Email:** dwight@onealcompanies.com                                      **Email:**

For the following prices, terms, and conditions on both sides herein **ECRS - East Coast Rigging & Scaffolding**. Further noted as **(ECRS)**, agrees to furnish **O Neal Companies** -for its’ project previously referenced. The Women’s Club of Lake City to furnish and install system scaffolding.

### **ECRS - East Coast Rigging & Scaffolding Provides:**

- Equipment rental – Based on one calendar month(s) - at **28 calendar days** rental cycles.
- Labor - to include load-in and staging, complete initial installation, dismantle, packaging, and loadout.
- A staging area for material on the north or south of the job site must be provided.
- Repair of any tie-in points – **to be performed by the Customer.**
- Any signed and sealed drawings by a **Professional Engineer** licensed in the State of Florida – as is required per jurisdictional guidelines are to be obtained by the Customer.
- Round trip freight – based on delivering all equipment provided – per scope.
- Customer must provide a hi-reach Forklift for load in and load out from truck deliveries; unless an **optional / alternative** is elected, **ECRS** will provide a Forklift.
- Installation / Dismantle / Monthly Inspections will occur during regular ‘daylight’ weekday operational hours – and reflect straight-time wages.
- **Optional / Add Alternate** – Monthly inspections by **ECRS** competent person to ensure safe practices and condition of equipment.
- Time and Material charges will be incurred for cleaning/removal of excessive stucco mortar from scaffolding equipment – once the equipment is returned to **ECRS**.
- **Hurricane Readiness** implementation will require 72 hours’ notice – **T&M** charges for securing, dismantling, and re-installing equipment and materials due to emergency hurricane mobilizations will be invoiced at **\$75.00 per man/hour**.
- **Hurricane Readiness Plan** by **Customer** should include – mobilizing crew to remove all netting outrigger planking, secure all fixed steel ply-decks and staged materials, and remove and secure any potential hazards related to scaffolding equipment materials on the roof.
- **All applicable taxes are included in pricing.**



**Scaffolding:**

*East Coast Rigging & Scaffolding will provide supervision, labor, and material to erect and dismantle system scaffolding and/or 20K Shoring frames used to support the damaged truss members as shown on NOVA Engineering Structural Condition Report and our site visit. The area included is approximately 80’x40’x12’ high on the main level and various heights in the basement level. The shoring system will be designed as described below:*

***Main Level-** System will be installed from the floor to the bottom of the roof truss. Aluminum or steel beams will be used to “butt” against bottom chord of the truss members. System will be based off existing wood floor.*

***Basement Level-** Systems scaffolding with u-heads and aluminum or steel beams will “butt” against the bottom of the floor joists. The height of this area varies. Sills will be placed in the dirt area of the basement.*

*It is understood that O’Neal will protect the wooden floor in the main level.*

<i>Installation Labor</i>	<i>\$ 41,228.00</i>
<i>Rental Per 28 Days</i>	<i>\$ 5,675.00</i>
<i>Dismantle Labor</i>	<i>\$ 21,497.00</i>
<i>Engineering</i>	<i>\$ 5,000.00</i>
<i>Freight</i>	<i>\$ 6,000.00</i>
<b>Total</b>	<b>\$79,400.00</b>

**END OF PROPOSAL DETAILS**

**OTHER SCOPES OF WORK PROVIDED BY ECRS**

- **Swing Stages**
- **Fixed Scaffolding**
- **Mast Climbing Work Platforms**
- **Containment Netting**
- **Buck Hoists & Transport Platforms**
- **Slab Edge Protection**

**CONTRACT DETAILS FOR THIS PROPOSAL:**

Please review, date, sign and return via email to [FloridaSupport@ecrscaffold.com](mailto:FloridaSupport@ecrscaffold.com) . Thanks.

- Additional insurance requirements billed at cost to customer.
- Above quoted prices valid 30 days/sale; 90 days/rental.
- Labor figured on regular time only – additional fee for overtime
- Labor figured as open shop rates – Additional Fee for “Prevailing Wage, Scale or Davis Bacon” wage rates.
- Regular Hours are designated to occur Monday through Friday during a time between 7:00 A.M. and 6 P.M.



- Overtime and/or Premium Hours are designated beyond 40 hours of weekly work and any weekend or night shift requirements at a rate of \$82.50 per man/hour.
- “Prevailing Wage, Scale or Davis Bacon” wage rates must be provided prior to quotation/proposal and or start of work.
- Retainage is not accepted for we are providing you (lessee) with “Temporary Rental Equipment”.
- “Pay When Paid” is not accepted, our proposal/agreement is with you (lessee) and not with building owner.
- Any deviations, additions, alterations or modification to or beyond our scope of work as stated will be invoiced at \$55.00 per man-hour plus additional rental on any additional equipment, customer MUST be present and sign our EWA (extra work authorization) or T&M (time & material) ticket.
- Lessee to verify building structure will support the loads imposed.
- This scaffold will be erected in a safe manner and will include all safety equipment required to comply with liability insurance coverage of ECRS - East Coast Rigging & Scaffolding . Removal of any portion of said scaffolding once erected will absolve ECRS of any liability for damage or injuries incurred as a result of such removal.
- All areas where scaffolding is to be erected/dismantled must be free of debris or scrap materials. If area must be cleared by ECRS personnel, the contractor will be invoiced at \$65.00 per man-hour.
- Dismantle of scaffold by anyone other than authorized ECRS - East Coast Rigging & Scaffolding personnel constitute a breach of contract. By contract obligation, the lessee shall pay the dismantle charge as outlined in this contract.
- Ten (10) working days notification is required for return trips including initial erection and dismantle.
- All changes and/or addendums to this proposal must be made in writing and accepted by both lessee and lessor.
- ECRS - East Coast Rigging & Scaffolding , payment terms stand at Net 30 of invoice. Failure to adhere to these terms may result in stoppage of work and/or discontinuance of service.
- ECRS - East Coast Rigging & Scaffolding corporate insurance carrier – via ECRS – East Coast Rigging & Scaffolding - requires that this contract be executed and returned to this office prior to commencing work.
- Lessee or Purchaser will pay any permits or fees charged by State, County or Municipal authorities for the use or erection of this equipment.
- RENTALS ARE FOR (1) ONE-MONTH MINIMUM, PRO-RATED DAILY THEREAFTER. (28 DAY CYCLE PER MONTH) UNLESS OTHERWISE NOTED.
- PLEASE SIGN, DATE AND RETURN TO THIS OFFICE FOR COMPLETION AND SCHEDULING.

**ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT ARE BELOW.**

**TERMS AND CONDITIONS**

These are the terms and conditions of the sale or lease of product between ECRS - East Coast Rigging & Scaffolding and the Customer or Lessee (“Buyer” or “Lessee”) described on the face of this document. The conditions set forth herein along with the quotation and confirmation of order. If applicable, set for the entire contract and supersede all prior correspondence. Changes to these terms and conditions can only be made by in writing by an Executive Officer of ECRS - East Coast Rigging & Scaffolding home office at 8221 Main Street, Laurel, Maryland 20724

**GENERAL PROVISIONS** These provisions apply to both the sale and lease of product. In this section, Seller and Lessor are both referred to as Seller and Buyer and Lessee are both referred to as Buyer.

- (1) **Delivery, title, and Risk of Loss.** Delivery dates are approximate and are based upon prompt receipt of all information from Buyer. Unless otherwise specified by Seller, all products sold will be shipped FOB point of shipment and title will pass at time of shipment. The Buyer will be responsible for all freight charges, insurance, risk of loss, special packaging demurrage, or similar charges. Risk of loss passes to Buyer on shipment.
- (2) **Excusable delays.** Seller shall not be liable for delays in delivery or performance for failure to manufacture, deliver, or perform due to cause beyond its reasonable control (including the ability to obtain necessary materials and services), or an act of God, act of Buyer, act of Government, strike, war, riot, or other civil disturbance, or delay in transportation. Seller will promptly advise Buyer of any known excusable delay and the date of delivery shall be extended for a period equal to the time lost by reason of delay.
- (3) **Buyer’s credit.** Advance payments or adequate security may be required by Seller in the event Buyer’s financial status becomes unacceptable to Seller. Seller reserves the right, among other remedies, to terminate this Contract or suspend delivery or performance hereunder in the event Buyer fails to comply with all terms and conditions of this contract (including failure to make any payment when due), or any time Seller reasonably anticipates the Buyer may become bankrupt or insolvent. Seller shall be entitled, upon demand, to repayment from Buyer for all costs and expenses incurred or commitments made by Seller in performance of this contract. Buyer shall pay interest of 1½% per month on all past due amounts.
- (4) **Disclosure of Information.** Any information transmitted by Buyer to Seller in connection with performance hereunder is not to be regarded as secret or submitted in confidence unless Seller is so notified in writing and countersigned by a duly authorized representative of Seller.
- (5) **Taxes.** It is agreed that there shall be added to the rent of any excise, sales and use, occupational or other tax imposed upon Lessee by reason of the possession, use or operation of the Goods during the term of this contract. If applicable, Buyer shall provide Seller with evidence of exemption from any applicable tax.
- (6) **Cancellation.** Seller shall be reimbursed for all costs associated with this Contract in the event Buyer cancels it or any portion of it for any reason.
- (7) **Installation Services.** Installation services are not included in the Contract amount unless specifically stated, however, such services will be available at quoted service rates from the Seller. Buyer will be billed for actual hours worked, overtime premiums, if applicable, and travel time.
- (8) **Finance Charges.** Finance charges of 1½% per month (18% per annum) will be added to all amounts past due. Additionally, Buyer will reimburse Seller for all legal costs and attorney fees incurred in the collection of past due amounts and those incurred in any bankruptcy, appeal of judgements, or post-judgement collection.



**SPECIAL PROVISIONS FOR THE LEASE OF PRODUCTS.**

- (1) **Title and Use.** The leased equipment provided to the Lessee under this agreement or to Lessee's employee or authorized representatives at all times remains and is the sole and exclusive property of Lessor. The equipment will be used only by the Lessee or Lessee's employees at the job site designated on the front of this document and solely for the purpose for which said equipment was intended. The equipment shall not be transferred, subleased, or used or subject to any person other than the Lessee. This lease shall not be assigned by Lessee by his own act or by operation of law.
- (2) **Erection and Maintenance of Equipment and Safety Equipment.** The lessee agrees to erect, maintain, and use the equipment in a safe and proper manner in conformity with all laws and ordinances including Federal and State standards, pertaining thereto and in accordance with the SIA Code of State Practices and Lessor's Operator's Manual, copies of which Lessee does hereby acknowledge receipt. Should the equipment or any part thereof becomes unsafe, in a state of disrepair, or be not in good operating condition, Lessee shall immediately notify Lessor and shall cease all operation of the equipment or any part thereof until the same has been examined by the Lessor or by someone appointed by the Lessor for that purpose. Should the equipment become unsafe or out of repair because of normal wear and tear by reasonable and proper use, rental on such equipment that has become unsafe or in a state of disrepair, shall cease at the time Lessor is notified of that condition. By agreeing to this provision Lessor does not waive the provisions of paragraph 2 above. Under no circumstance is Lessee authorized to make any repair to equipment, engage the services of others to make any such repair, or in any way incur any expenses on Lessor's account for any attempted repair of equipment. The lessor shall have no responsibility, direction, or control over the manner of erection, maintenance, use or operation of equipment by the Lessee, unless specifically retained for such additional service(s). Lessee acknowledges that proper use of safety equipment is required for safe operation of leased equipment and warrants that use will only be by competent and duly trained employees of Lessee. Lessee further acknowledges that such safety equipment is available for purchase from Lessor and, if not purchased from Lessor, Lessee represents it is in possession of such safety equipment or has made alternative arrangements therefore.
- (3) **Indemnification.** Lessee agrees to indemnify Lessor and to defend and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including cost of suits and attorney's fees, asserted by any person, firm or corporation arising out of, or connected with the use, erection, maintenance, and possession of equipment by Lessee, including without limitation, improper use or lack of proper safety equipment, and for any defects in said equipment for which Lessor might otherwise be liable which may be claimed to have caused, contributed to, or be a concurrent cause of any claimed injury, or damage. This indemnification includes the claims of any employees of Lessee and Lessee hereby specifically waives protection of any industrial insurance or workmen's compensation act of any state of the United States or province of Canada.
- (4) **Rental.** Rental, at the rates listed on the front of this document is charged from the time the equipment leaves Lessor's location and ends only when the equipment is returned to lessor's business location from which the equipment was rented. Full rate will be charged for Sundays, holidays, or time in transit, or any period of time that the equipment is idle while in possession of the Lessee. Equipment is to be returned during Lessor's normal business hours Monday through Friday. Lessor may, at its option and without waiving any provisions of this agreement of creating any duty to Lessor, have the right of free access to the equipment, which is in the possession of the Lessee for the purpose of inspecting it and observing its actual use or operation.
- (5) **Return of Equipment.** If the Lessee fails to inspect and/or count the equipment received under this agreement, he agrees to accept the Lessor's indication of readiness for use and count as final. Lessee is responsible for all shortages and damaged materials. Lost, damaged, or broken equipment will be charged to Lessee at replacement prices in Lessor's retail price list or reasonable repair price.
- (6) **Accidents.** Lessee agrees to immediately notify Lessor of any accidents or injuries involving equipment as soon as possible after any such occurrence, but in any event within 24 hours.
- (7) **Warranty.** Lessor makes no warranty hereunder and all warranties express, implied, or statutory, including without limitation, warranties of merchantability or fitness for particular purpose are hereby specifically excluded and disclaimed. In no event shall Lessor be liable for consequential or incidental damages for any reason.

Accepted: \_\_\_\_\_ Signed: John McGraw 904.626.6472

Print Name: \_\_\_\_\_ By: ECRS - East Coast Rigging & Scaffolding

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



## DEPARTMENT OF GROWTH MANAGEMENT

### *Office Location*

173 NW Hillsboro St.

Lake City, FL 32055

Telephone: (386) 752-2031

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

### *Mailing Address*

205 North Marion Avenue

Lake City, Florida 32055

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May 01, 2024

Reference:

The Women's Club of Lake City Building

257 SE Hernando Ave

Lake City, FL

On Tuesday afternoon, March 30, 2024, I was contacted by O'Neal Contracting, a contractor that the Women's Club was hiring to do some interior renovations. The contractor noticed that the ceiling in the main room was sagging and removed a tile from the suspended ceiling to investigate. The drop ceiling is installed about 6 inches from the original hard wood ceiling and the contractor returned in the afternoon with a ladder and gained access to the attic through the scuttle hole. The contractor found broken trusses and contacted me.

I set up an appointment with O'Neal Contracting and the Women's Club representatives for 1:30 pm on Thursday, May 01, 2024, to meet with them at the Women's Club.

Upon investigation of the trusses, I found that three (3) trusses were broken along with supporting wood members attached to these trusses.

I found that when one truss failed causing, the weight that was being supported by that truss to be transferred to the next truss which in turn failed and the weight from the two failed trusses were now transferred to the third truss, which failed also under the added weight. The remaining trusses could fail at any time causing a catastrophic failure of the roof system.

Out of a safety concern of any occupants of this building, I have posted this building as non-occupiable until a structural engineer surveys the roofing system and determines the corrective action required.

David C, Young, CBO BU645

Director

Growth Management

























September 30th, 2024

Women's Club of Lake City  
257 SE Hernando Ave  
Lake City, FL 32055

Angel Bryant,

Cross Environmental Services, Inc. (CES) is pleased to submit our proposal for the demolition and removal of the Women's Club of Lake City including concrete driveway and all necessary permits and utility disconnects.

Lump Sum.....\$29,823.00

We appreciate the opportunity to provide you with this proposal and we look forward to working with you in the near future. If you find this proposal acceptable, please sign and scan (tbiston@crossenv.com) to our office.

Sincerely,

Travis E. Biston  
Project manager

ACCEPTANCE OF PROPOSAL – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Signature