

**CITY COUNCIL RESOLUTION NO. 2022-035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING THE RESIGNATION OF PAUL DYAL AS INTERIM CITY MANAGER; PROVIDING FOR THE APPOINTMENT OF MICHAEL D. WILLIAMS AS INTERIM CITY MANAGER; PROVIDING FOR THE ADDITION OF MICHAEL D. WILLIAMS AS AN AUTHORIZED SIGNOR OF ALL CHECKS, VOUCHERS, TRANSFERS, OR DISBURSEMENTS ON ALL BANK ACCOUNTS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has procured a corporation to facilitate the recruitment of a full-time executive to permanently fill the City Manager position; and

**WHEREAS**, the City Council appointed Paul Dyal as the interim City Manager through City Council Resolution 2021-194 for a temporary period; and

**WHEREAS**, Paul Dyal served full-time as the Executive Director of Utilities for the City of Lake City, Florida (hereinafter the "City") prior to his appointment to the interim City Manager position; and

**WHEREAS**, Paul Dyal provided the City Council with his desire to resign from the position of interim City Manager and return to the position of Executive Director of Utilities on a full-time basis; and

**WHEREAS**, on March 30, 2022, the City Council accepted the resignation of Paul Dyal as the interim City Manager effective at 7:30 a.m. on April 7, 2022, whereupon Paul Dyal shall return to his previous role as the Executive Director

of Utilities at the same level of benefits he enjoyed prior to the aforementioned appointment; and

**WHEREAS**, the City Council previously appointed Michael D. Williams to serve as the interim City Manager pursuant to City Council Resolution 2021-144, and Williams served as such until his voluntary resignation for non-work-related matters; and

**WHEREAS**, on March 30, 2022, the City Council voted to approve the contingent appointment of Michael D. Williams as the City Manager effective at 7:30 a.m. on April 7, 2022, and contingent upon Williams' acceptance of the position at the same level of benefits he enjoyed at the time his previous appointment ceased; and

**WHEREAS**, past City Managers, Finance Directors, and Assistant City Managers of the City have been authorized to sign all checks, vouchers, or disbursements on all bank accounts of the City, which authorize the disbursement and payment of funds from the City's bank accounts; and

**WHEREAS**, the City Council finds that it is necessary and in the best interest of the City concerning signatories on all checks, vouchers, accounts, or disbursements of the City to remove Paul Dyal and add Michael D. Williams as additional signatories; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to memorialize the appointment of Michael D. Williams as the Interim

City Manager in accordance with the general terms and conditions of the agreement titled *Agreement for Management Services Between the City of Lake City, Florida and Michael D. Williams* (hereinafter the “Agreement”) attached hereto.

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

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

**Section 2.** The resignation of Paul Dyal as the interim City Manager is accepted effective at 7:30 a.m. on April 7, 2022, and immediately thereafter Michael D. Williams shall assume the duties and title of City Manager in accordance with the terms, provisions, and conditions of the Agreement.

**Section 3.** Michael D. Williams shall be authorized as an additional signatory available to sign all checks, vouchers, or disbursements of any kind on all bank accounts of the City which authorize the disbursement and payment of funds from said bank accounts, and Paul Dyal shall be removed as an additional signatory from the same.

The Mayor shall be, and is, authorized to execute for and on behalf of the City the aforementioned Agreement with Michael D. Williams to temporarily serve as City Manager in accordance with the terms, provisions and conditions of the Agreement.

**Section 4.** The Mayor is authorized to execute for and on behalf of the City the Agreement with Michael D. Williams to serve as the interim City Manager in accordance with the terms, provisions, and conditions of the Agreement.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on the 4<sup>th</sup> day of April 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND LEGALITY:

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

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

**AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE  
CITY, FLORIDA, AND MICHAEL D. WILLIAMS**

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**THIS EMPLOYMENT AGREEMENT** (hereinafter “Agreement” or “agreement”), made and entered into as of the \_\_\_\_ day of April 2022, by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called the “City”) and Michael D. Williams, (hereinafter called “Williams”). City and Williams may be jointly referred to as “Parties”.

A. The City desires to engage Williams for management services related to the interim city manager position in accordance with the terms, conditions, and provisions of this Agreement, and Williams agrees to accept said terms, conditions, and provisions.

B. The City finds and has determined that Williams has the necessary education, training, and experience in management to temporarily serve the City as the interim city manager.

C. The City and Williams find that this Agreement negotiated between the Parties is mutually beneficial to the City, Williams, and the citizens of the City.

### **Section 1: Term**

This Agreement shall remain in full force and effect from 7:30 a.m. on April 7, 2022, until terminated by the City or Williams as provided herein. In the event that Williams is terminated, as defined in Section 5 of this Agreement, Williams shall be entitled to all compensation including salary, and as applicable all accrued vacation and sick leave paid in lump sum or in a continuation of salary on the then existing pay period basis, at Williams’ option.

### **Section 2: Duties and Authority**

A. Williams shall perform the duties as prescribed in the job description of the city manager as such description is set forth in the City’s charter and ordinances and as may be lawfully assigned by the City.

B. Williams shall employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the City’s charter and ordinances.

C. It shall also be the duty of Williams to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, city charter, state and federal laws.

D. It shall also be the duty of Williams to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which Williams deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, and state and federal law.

E. It shall also be the duty of Williams to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Williams's resignation which must be accepted by the City Council.

F. Williams shall perform the duties of interim city manager of the City with reasonable care, diligence, skill, and expertise.

G. All duties assigned to Williams by the City Council shall be appropriate to and consistent with the professional role and responsibility of Williams.

H. Williams or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to their attention to Williams for study and appropriate action.

J. The City Council and Williams anticipate Williams' employment to be temporary until the City Council's appointment of a permanent city manager. Nonetheless, the City Council intends for Williams to have full authority to fulfill the requirements of the interim city manager position.

### **Section 3: Compensation**

The City agrees to compensate Williams at a rate of one hundred twenty thousand dollars and zero cents (\$120,000.00) per annum, which shall be subject to all appropriate federal, state, and other applicable withholdings, and payable in installments at the same time that the other management employees of the City are paid. Any adjustments to the compensation shall

be approved and memorialized by resolution of the city council. Due to the temporary nature of the relationship between the Parties, Williams has requested no benefits in addition to the aforementioned monetary compensation and no additional benefits are offered by the City.

#### **Section 4: General Business Expenses**

A. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Williams for professional and official travel, meetings, and occasions to adequately continue the professional development of Williams and to pursue necessary official functions for the City.

B. The City recognizes that certain expenses of a non-personal but job-related nature are incurred by Williams and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City's business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

C. Recognizing the importance of constant communication and maximum productivity, the City shall provide Williams, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a City owned vehicle. Upon termination of Williams's employment, the equipment described herein shall be returned to the City immediately.

#### **Section 5: Termination**

For the purpose of this Agreement and due to the temporary nature of this Agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual, the city charter, ordinances, any other regulations of the City.

A. Termination Without Cause: The City may terminate this Agreement without cause upon seven (7) days written notice. Upon such termination, the City shall be released from any and all further obligation under this Agreement. During this 7-day notice time period, Williams must execute his



duties and responsibilities in accordance with the terms of this Agreement. Williams's obligations under this Agreement shall continue pursuant to the terms and conditions of this Agreement.

B. Automatic Termination due to Death or Disability: If Williams dies or suffers any disability, his employment pursuant to this Agreement shall automatically terminate on the date of his death or disability, as the case may be. The term "disability" shall mean the inability of Williams to perform the essential function(s) of his duties, with or without reasonable accommodations, under this Agreement, because of physical or mental illness or incapacity. In the event of termination of Williams by the City due to death or disability, as defined above, the City will have no further obligation to Williams or his estate under this Agreement.

C. Resignation: Williams shall provide the City a minimum of two (2) weeks written notice for resignation.

D. Upon the termination of this Agreement for any reason, Williams shall return immediately to the City all City property, including training materials, computer equipment, mobile devices, tools, equipment, property, and other records of the City within Williams's possession, custody, or control. Williams shall also provide all logins and passwords related to any online business of the City.

### **Section 6: Hours of Work**

It is recognized that Williams must devote a great deal of time outside the traditional eight (8) hour workday, and to that end Williams shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow Williams to faithfully perform the duties and responsibilities of the interim city manager position.

### **Section 7: Ethical Commitments**

Williams will at all times uphold the tenets of the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes. Specifically, Williams shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

## **Section 8: Indemnification**

Beyond that required under Federal, State, or Local Law, the City shall defend, save harmless and indemnify Williams against any obligation to pay money or perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Williams's duties as interim city manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Williams may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Williams, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Williams against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Williams in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Williams recognizes that the City shall have the right to compromise and unless Williams is a party to the suit and in such an instance Williams shall have a veto authority over the settlement, settlement of any claim or suit; unless, said compromise or settlement is of a personal nature to Williams. Further, the City agrees to pay all reasonable litigation expenses of Williams throughout the pendency of any litigation to which Williams is a party, witness or advisor to the City. Such expense payments shall continue beyond Williams's service to the City as long as litigation is pending. Further, the City agrees to pay Williams reasonable consulting fees and travel expenses

when Williams serves as a witness, advisor or consultant to the City regarding pending litigation.

**Section 9: Bonding**

The City shall bear the full cost of any fidelity or other bonds required of Williams under any law or ordinance.

**Section 10: Other Terms and Conditions of Employment**

A. The City, only upon written agreement with Williams, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Williams, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances or any other law.

B. Williams, as interim city manager, is exempt from residing within the incorporated area of the City while employed as interim city manager.

**Section 11: Notices**

Notice pursuant to this Agreement shall be provided by hand delivering to the other Party or depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

CITY: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055

WILLIAMS: 9311 SE Hosting Lane, White Springs, FL 32096

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. Additionally, Notice to Williams may be provided via electronic mail to: [mdw03@windstream.net](mailto:mdw03@windstream.net)

**Section 12: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Williams. Any prior discussions or representations by or between the City and Williams that have not been

reduced to writing in this Agreement are rendered null and void. The City and Williams by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Williams as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Williams subsequent to the expungement or judicial modification of the invalid provision.

D. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the City's policies, or the City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the City's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

E. Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and shall be performed in Columbia County, Florida, unless otherwise provided by law. Sole and exclusive venue for any legal proceedings arising from or as a result of this Agreement shall be a court of competent jurisdiction in Columbia County, Florida.

F. Costs and Attorneys' Fees. The prevailing party in any legal proceedings arising from or as a result of this Agreement shall be entitled to recover its attorneys' fees and costs.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above and each hereby acknowledges receipt of an executed copy of this Agreement.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND LEGALITY:

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

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

**MICHAEL D. WILLIAMS**

By: \_\_\_\_\_  
Michael D. Williams