

RESOLUTION NO 2026 - 019

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN MUTUAL GENERAL RELEASE BETWEEN THE CITY AND PAUL DYAL; 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, a dispute exists between the City of Lake City (the "City") and Paul Dyal ("Dyal") arising from the terms of the City's employment of Dyal and Dyals separation from the City (the "Dispute"); and

WHEREAS, the City and Dyal mutually desire to progress beyond the Dispute pursuant to the terms of the Mutual General Release in the form attached as an Exhibit hereto (the "Release"); and

WHEREAS, progressing beyond the Dispute by adopting and fulfilling the terms of the Release 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. Progressing beyond the Dispute by adopting and fulfilling the terms of the Release is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Release 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

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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 All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and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, 2026.

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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

MUTUAL GENERAL RELEASE

THIS MUTUAL GENERAL RELEASE dated as of the _____ day of February, 2026, by and between **THE CITY OF LAKE CITY, FLORIDA** (the “City”), a Florida municipality with its primary address at 205 N Marion Ave, Lake City, Florida 32055, and **PAUL DYAL** (“Dyal”), an individual and former employee of the City (as the context may be appropriate, each a “Party” or collectively the “Parties”).

In consideration of the mutual agreements, covenants, promises, and releases, and other good and valuable consideration as set forth herein including the payment of **Five Thousand and 00/100 Dollars (\$5,000.00)** by Dyal to the City, the adequacy of which is hereby acknowledged, the Parties do hereby covenant, represent, warrant, promise, and agree to the following:

1. Without admission of any fault or liability, the City expressly and forevermore releases Dyal from any and all claims, causes of action, damages, or other liability from the beginning of time through February 2, 2026 (the “Release Period”), which the City may hold against Dyal and his representatives, successors, assigns, officers, directors, shareholders, managers, members, owners, insurers, sureties, subsidiaries, parent corporations, affiliated corporations, partners, consultants, servants, employees, agents, and attorneys, specifically including but not limited to, any claims, counterclaims, or causes of action related to or arising from Dyal’s employment with the City; the City’s employment of Dyal; that certain “Employment Agreement for Management Services between the City of Lake City, Florida, and Paul Dyal” made and entered into on January 3, 2023; that certain “Separation of Employment and General Release” executed by Dyal and the City, dated October 27, 2023; and, any and all other matters or causes whatsoever, irrespective of whether said claims, counterclaims, or causes of action (i) have already been asserted or have yet to be asserted, or (ii) have accrued or have yet to accrue. For the Release Period, the City further agrees to release any and all potential or actual claims against Dyal and his representatives, successors, assigns, officers, directors, shareholders, managers, members, owners, insurers, sureties, subsidiaries, parent corporations, affiliated corporations, partners, consultants, servants, employees, agents, and attorneys related to any right to recover any attorney’s fees, court costs, or other expenses of litigation.

2. Without admission of any fault or liability, Dyal expressly and forevermore releases the City from any and all claims, causes of action, damages, or other liability for the Release Period which Dyal may hold against the City and its representatives, successors, assigns, officers, directors, shareholders, managers, members, owners, insurers, sureties, subsidiaries, parent corporations, affiliated corporations, partners, consultants, servants, employees, agents, and attorneys, specifically including but not limited to, any claims, counterclaims, or causes of action related to or arising from Dyal’s employment with the City; the City’s employment of Dyal; that certain “Employment Agreement for Management Services between the City of Lake City, Florida, and Paul Dyal” made and entered into on January 3, 2023; that certain “Separation of Employment and General Release” executed by Dyal and the City, dated October 27, 2023; and, any and all other matters or causes whatsoever, irrespective of whether said claims, counterclaims, or causes of action (i) have already been asserted or have yet to be asserted, or (ii) have accrued or have yet to accrue. For the Release Period, Dyal further agrees to release any and all potential or actual claims against the City and its representatives, successors, assigns, respective officers,

City of Lake City

Paul Dyal

directors, shareholders, managers, members, owners, insurers, sureties, subsidiaries, parent corporations, affiliated corporations, partners, consultants, servants, employees, agents, and attorneys related to any right to recover any attorney's fees, court costs, or other expenses of litigation.

3. This Mutual General Release shall be binding on and inure to the benefit of the Parties hereto, and their respective representatives, beneficiaries, affiliates, heirs, successors and permitted assigns. The Parties expressly recognize and agree that this release does not apply to third-party claims made against the City or Dyal, wherein such claims may involve any defense or defenses arising by reason of Dyal's past employment by the City, including but not limited to certain immunities from suit. Neither Party expressly nor impliedly waives any such defense. Either Party shall be entitled to assert such defense or defenses, and neither Party shall assert that this release operates or was ever intended to operate to limit such defense or defenses.

4. This document represents the entire agreement between the Parties with respect to the subject matter contained herein. Neither this Mutual General Release nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.

5. The Parties to this Mutual General Release and the individuals executing this Mutual General Release for and on behalf of each named Party to this Mutual General Release represent that: each of them is possessed of legal and mental capacity to enter into this Mutual General Release; each of them is acting within the scope of their authority to enter into and execute this Mutual General Release; and neither of them has sold, assigned, transferred, conveyed or otherwise disposed of the claims, demands, obligation, or causes of action referred to in this Mutual General Release. This instrument has been read by the Parties, who understand its contents, have the legal and mental capacity to agree to it, and each Party is satisfied with the Mutual General Release and the same shall be binding upon each of them, their successors, representatives, officers, directors, agents, employees and assigns. Each signatory to the Mutual General Release expressly warrants that they have authority to execute the Mutual General Release on behalf of the respective Party.

6. The Parties hereto agree that the provisions contained in this Mutual General Release were the result of negotiations between and among the Parties and that said provisions were jointly prepared by all Parties, and therefore any ambiguity contained in this Mutual General Release shall not be construed against or in favor of any Party.

7. This Mutual General Release may be executed in multiple original counterparts, each of which shall be enforceable against the Party signing it, and original signature pages transmitted by facsimile or via electronic mail (such as pdf) shall have the same force and effect as delivery of an original signature. The Parties have initialed the bottom of each page for further identification.

8. In the event of a dispute between any of the Parties relating to the enforcement of any term in this Mutual General Release, the Party that prevails with respect to such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing Party.

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9. The payment of consideration by Dyal to the City contemplated herein shall be paid by Dyal in good and sufficient certified U.S. funds, payable to the City of Lake City, Florida, and delivered to the City's Special Counsel, Guy Norris, at Norris & Norris, P.A., 253 NW Main Blvd., Lake City, Florida 32055, on or before 4:00 PM on February 27, 2026.

10. This Mutual General Release shall become effective upon execution by the last Party hereto and the receipt by the City of the payment in full of funds by Dyal as contemplated herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals as of the date first set forth above.

**Signed, sealed and delivered in
the presence of these witnesses:**

CITY OF LAKE CITY, FLORIDA

Witness Signature
Witness Name: _____
Address: _____

Noah Walker, Mayor

ATTEST: _____
Audrey Sikes, City Clerk

Witness Signature
Witness Name: _____
Address: _____

Approved as to Form:

Clay Martin, City Attorney

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

I CERTIFY that the foregoing instrument was acknowledged before me by Noah Walker, Mayor of the City of Lake City, Florida, who was physically present and said person acknowledged before me that said person executed the same for the purposes expressed therein being personally known or having produced a Government-Issued Photographic Identification and being duly authorized so to do.

WITNESS MY HAND AND OFFICIAL SEAL in the County and State last of aforesaid this _____ day of February, 2026.

Notary Signature
Notary Public: _____

City of Lake City

Paul Dyal

**Signed, sealed and delivered in
the presence of these witnesses:**

Witness Signature

Witness Name: _____

Address: _____

PAUL DYAL

Witness Signature

Witness Name: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

I CERTIFY that the foregoing instrument was acknowledged before me by Paul Dyal, who was physically present and said person acknowledged before me that said person executed the same for the purposes expressed therein being personally known or having produced a Government-Issued Photographic Identification and being duly authorized so to do.

WITNESS MY HAND AND OFFICIAL SEAL in the County and State last of aforesaid this _____ day of February, 2026.

Notary Signature

Notary Public: _____

Approved as to Form:



Joel F. Foreman
Counsel for Mr. Dyal

City of Lake City

Paul Dyal