



## REGULAR CITY COMMISSION MEETING MINUTES

April 21, 2026

6:00PM

City of Lake Butler

200 SW 1<sup>st</sup> Street

Lake Butler, Florida 32054

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### MEETING MINUTES

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#### 1. **Call to order – Roll Call, Opening Prayer, Pledge of Allegiance.**

Mayor Hendrix called the meeting to order at 6:00pm.

##### **Roll Call:**

City Commission – Commissioner Stephenson, Vice-Mayor Huggins, Commissioner Redman, Commissioner Sirmones, Mayor Hendrix

City Staff – City Manager Hayes, City Attorney Maines, Finance Director Mecusker, Administrative Assistant Page

Opening Prayer led by Commissioner Redman.

Pledge of Allegiance led by Mayor Hendrix.

##### a. Admin Content

*If a person decides to appeal a decision made with respect to any matter at this meeting or hearing, he or she will need a record of the proceedings and may need to ensure that a verbatim record is made.*

#### 2. **Approval of the Agenda Format.**

a. Motion to approve the agenda format.

Motion to approve the agenda format was made by Commissioner Redman. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.

#### 3. Public Comments

**Pursuant to Florida Statutes, members of the public shall be given a reasonable opportunity to be heard on a proposition before the City Commission. Upon recognition by the Mayor, any person may address the City Commission on any subject either included on the agenda or any other subject.**

- Three (3) minutes per speaker;
- Comments will not be accepted after the meeting begins;
- State your name and address into the record before addressing the Mayor & Commissioners;
- Address your questions to the Mayor, not City staff;
- Refrain from demands for an immediate response from the Mayor or Commissioners; and
- No boisterous behavior, personal, impertinent, or slanderous remarks.

Mayor Hendrix opened the floor to public comments.

There were no public comments.

Mayor Hendrix closed the floor to public comments.

4. Approval of Consent Agenda
  - a. Regular City Commission Meeting Minutes from March 17, 2026
  - b. Code Enforcement Report from March 2026
  - c. Public Works Department Report from March 2026
  - d. March 2026 Public Works Department Work Order Status Report
  - e. Water & Wastewater Department Report from March 2026
  - f. March 2026 Animal Control Logs
  - g. March 2026 WEX Invoice, Activity Report, and Vehicle Logs
  - h. Infrastructure Consulting & Engineering March 2026 Progress Report (Boat Ramp)

Motion to approve the consent agenda was made by Commissioner Sirmones. Motion seconded by Commissioner Redman. Unanimous approval. Motion passed 5-0.

5. Special Presentation to Cason Family – Mayor Hendrix & Former City Clerk Jackie Johns

Mayor Hendrix presented a memory plaque to Scott Cason, son of the late Mrs. Margie Cason, for her many years of dedication and service for the families of the City of Lake Butler as the first Female City Commissioner and first Female Mayor of Lake Butler, and expressed a thank you to Mr. Cason & Mrs. Margie Cason from the City Commission.

Mr. Scott Cason thanked the Board individually for the memory plaque.

6. Board Review, Discussion, Consideration & Approval of Exclusive Sale Listing and Commission Agreement & Offers received for sale of 9422 SW SR 121 Property – Brent Line, Vice President, Lee & Associates

Mayor Hendrix stated that this agenda item has a couple of things, and referenced that we currently have a contract with Keller Williams for the sale of the 121 property, and that we have a new contract, and it is the same realtors, but under a different company name, and said that the current contract with Keller Williams ends tomorrow, so this new agreement would take place after the expiration of the current one, and asked Brent Line & Jordane Spitze Harden to come up to the podium, and said City Attorney Maines had some questions regarding the listing agreement.

City Attorney Maines said he wants to make sure the City will face no issues with the contract being initiated under one brokerage and now Brent has moved brokerages, and that he wants to make sure that whatever agreement Brent has with Keller Williams will not be a problem now or in the future for the City for this real estate transaction, suggesting a letter of some sort from Keller Williams claiming there will be no ties to the City that would satisfy the issue, and would recommend approval for the contract to be effective tomorrow with that contingent in place, but just wants to make sure the City has no financial obligation to Keller Williams with this transition from one firm to another.

Brent explained that Jordane is still with Keller Williams, and that he was a part of the commercial side of Keller Williams and that he had an opportunity to move to Lee & Associates, and because of the expiration of the current agreement, that is the reason a new agreement is needed.

City Attorney Maines asked if we can get some sort of release letter from Keller Williams to have on file, and Jordane confirmed she can get that over to the City tomorrow, and Mr. Maines said with that, if the Commission feels so inclined, then they can approve it contingent upon receiving that letter from Keller Williams.

Mayor Hendrix referenced the date on the agreement, stating it says the 15<sup>th</sup> and asked if it should be the date of the expiration of the current agreement. Mayor Hendrix clarified with City Manager Hayes that the expiration date on the current agreement is the 22<sup>nd</sup>, and that the contract can be amended to have the effective date be the 22<sup>nd</sup> rather than the 15<sup>th</sup>.

City Attorney Maines stated that it needs to be included in the motion to approve the contract with the new firm to be effective on the 22<sup>nd</sup> and is contingent upon communication from the first firm that they have no further interests with the City.

City Manager Hayes clarified that the current agreement ends on the 22<sup>nd</sup> and asked if the effective date on the new contract be the day after, the 23<sup>rd</sup>, and Brent responded yes, the effective date would be the 23<sup>rd</sup> for the new contract.

Commissioner Stephenson referenced the 5-month closing period, and Mayor Hendrix clarified that is the property offer, and that there are 2 pieces to this agenda item and this is just the agreement with the realtor and that we would get to the property offer contract next.

Motion to approve the Exclusive Listing and Commission Agreement for the sale of 9422 SW SR 121 by and between the City of Lake Butler with Lee & Associates with an effective date of 4/23/2026 and upon receipt of the letter from Keller Williams was made by Commissioner Redman. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.

Mayor Hendrix stated that the next part of agenda item #6 is the offer we received for the property for the \$650,000 with a deposit of \$10,000 and have requested to extend the closing period beyond those 90 days to September 22, 2026.

Mayor Hendrix asked about the due diligence period that states 90 days, and said that with extending the closing date, we do not want to extend the due diligence date and the buyer change their mind, and then we are back in the same place we started in with the previous buyer.

Brent explained that the way the contract is written now is that after the 90 days, their \$10,000 deposit will go hard and not be refundable. City Attorney Maines stated that Mayor Hendrix is wanting to make sure that the period is set at the 24<sup>th</sup>. Mayor Hendrix confirmed, stating that when they add the \$5,000 to the \$10,000 deposit, that they do not get another due diligence period after putting the additional \$5,000 down, and that the inspection period begins on the 24<sup>th</sup> and is not extended.

Brent confirmed that when the contract is fully executed, the inspection period starts from that point, and then they have their 90 days of inspection, and after that, they understand that their \$10,000 will become non-refundable but because they need the additional time to actually close because this is a cash transaction, they are willing to put in another \$5,000 at the end of the inspection period, just as a way of good faith because the City is allowing the extension of time to September, they are wanting to pay that additional money into their retainer.

Mayor Hendrix just wanted to make sure because when we did the last extension, we did not realize we were also extending the inspection period and that we lost the deposit because of the extension when the contract fell through and just wanted to make sure that did not happen again.

City Attorney Maines stated that is normally the case, and that he was not a part of the extension period and wanted to make sure that we did this contract differently. Mayor Hendrix responded to City Attorney Maines, confirming he was a part of the discussion with the extension period.

Commissioner Redman clarified the first 90 days end around sometime in July, when they ask for the additional time, and would pay the additional \$5,000, which would be July 5, 2026.

Mayor Hendrix referred to Commissioner Stephenson, stating he had some questions regarding the contract for the offer.

Commissioner Stephenson referenced the 5-month closing period and asked if that is normal with commercial deals, or if there is not anything normal about commercial deals.

Brent explained that normally this does not happen but the reason they are asking for the additional time is because the buyer has currently closed on a piece of property and the payment was owner financing and the balloon payment will occur in September 19, 2026 and that funding is what will be used to purchase this property.

City Attorney Maines asked if the balloon payment they are receiving is under financing. Brent stated that it is a cash deal, there is no financing involved with the balloon payment.

Commissioner Stephenson asked if we should be asking for interest while we hold the property. Mayor Hendrix said after 90 days, they would be putting in an additional \$5,000.

Brent said he is here to relay any information back to the buyer that the Board deems necessary, and that he actually has another offer to present to the Board in addition to this offer. Mayor Hendrix asked City Attorney Maines to speak on what Commissioner Stephenson is referring to regarding charging interest on the sale of the property during the additional time period.

City Attorney Maines elaborated that the City can counteroffer, saying that they took too long to close, and that they can charge not what would be called interest, but rather a fee, but stated that this contract is very clean, with no contingencies whatsoever, and that his initial reaction is that yes, it is a longer closing period but that there are no contingencies or red flags on this contract, and that yes, the closing is in September, but his opinion from an attorney standpoint is that this contract is as clean as it gets.

Commissioner Stephenson referenced the concerns regarding the maintenance the property will need with its current condition and asked if City Attorney Maines was satisfied with that now. Mayor Hendrix clarified that the concerns regarding the condition of the property was the buyer's concern, not ours, and that the buyer had concerns on the equipment he was going to be bringing in, and that he realized he was going to have put more money into it than he originally expected which is why he pulled out.

Commissioner Stephenson referenced the original contract that was for owner financing, and asked about that contract. Mayor Hendrix stated it was actually this group that originally proposed the offer of owner financing the first time. Brent explained that it was this same group with owner financing before, but because he is selling the other property, he is able to pay for this property in cash and lucked out that the other offer fell through.

City Attorney Maines said that there still is the 90-day inspection period and clarified that after the 90-day inspection period, the money becomes non-refundable.

Brent explained that if the Board wants to counter on would be the due diligence time period, being that he does not need the due diligence period, but it is a timing thing, but if the Board wants to counter and say 60 days instead of 90 days for due diligence period, than the Board can do that but Brent did state that the buyer will need at least 60 days to go through the due diligence period to look at the building, and the condition everything is in.

City Attorney Maines stated that the translation of what Brent said is that the Commission can approve the contract with the modification of the inspection period from 90 days to 60 days, and Brent can take that back to the Buyer and see if that works for him.

Mayor Hendrix confirmed that the buyer could not change their mind or back out if the Board sets the due diligence to 60 days.

City Attorney Maines referenced the 2<sup>nd</sup> offer that Brent mentioned. Brent said he got a 2<sup>nd</sup> offer and got the signatures back while we were sitting at the meeting and wishes to go over the offer with the Board and if they want to write down specific terms, than we can talk about it after he reads the offer.

This offer came in from Culture House Church in Lake Butler, the offer is \$650,000, which Mr. Maines confirmed is the same purchase price, also a \$10,000 earnest amount, and they will be getting their own financing at 75% of the purchase price, and the time for the Board to accept this would be April 27<sup>th</sup> to accept it, and the closing date to be June 12, 2026, which would be 45 days from the acceptance date.

City Attorney Maines referenced that 45 days is a short closing period for a 75% equity financing. Brent said it would be a 30-day due diligence and close within 15 days after.

City Attorney Maines said that the period would most likely have to be extended, referencing the Church being a 501C3 organization, which may be an issue or would slow down the ability in obtaining financing, and that financing would be a contingency as part of the contract, and reiterated that with the first offer, there were no contingencies, and that this offer would have one, and not a minor contingency at that.

Brent confirmed, clarifying that the additional terms and conditions would be contingent upon buyer obtaining financing approval. City Attorney Maines asked if there would be any other contingencies, with the property currently being zoned Industrial. Brent responded saying it would have to be rezoned, in which City Attorney Maines stated that would be a 2<sup>nd</sup> contingency as part of this offer.

City Attorney Maines stated from his legal point of view that both contingencies with this offer are significant, and that the first offer is a longer closing period, but the first offer has no contingencies and is clean.

Brent referred to Jordane to elaborate on the Church's plan for the property. Jordane explained that if the Church were to get this property, there would be a plaza constructed, and that Culture House would work with The Well-Worn Way, which is a local charity that helps the community, and that they would provide her with space to benefit the community. Jordane further explained that the eventual plan would be to create a community garden, and would also have E-Bikes, and have everyone be able to benefit from this property.

City Manager Hayes asked what the Church would be wanting to do with the house part of the property. Jordane said she was not sure just yet, but they suggested that being focused around the kids ministry for the Church, and then building an additional building for the Church itself, along with the plaza for a coffee shop on the far side, possibly a diner to serve the community, and then some kind of school room for classes to teach people about finances, how to bake or cook, and also an amphitheater has been suggested as well where all the Churches can come together as one.

City Manager Hayes asked Brent what the other buyer wants to do with the property. Brent explained that he has an underground construction company based in the Keys and said that the other buyer would sell off a piece of the front of the property for the same kind of plaza the other buyer is considering and would have the other part of the property be for his business.

Jordane explained that the developer they have spoken with is very interested in the plaza concept with the coffee shop and the community benefit and would like to help serve the community.

City Attorney Maines what the date of acceptance would be for the first contract, Mayor Hendrix responded it would be Friday the 24<sup>th</sup>, and the other one would be Monday, the 27<sup>th</sup>.

Mayor Hendrix explained that she wears a lot of hats, and is very spiritual herself, but is also looking at it from the City side of things, and referenced tax revenue, stating that if the Church gets the property, there will be no property taxes collected for the property, and that the total taxes for the City with all the Churches, schools, housing authorities, the City only brings in about 1/3 of the people/properties who live in the 2x2 2 square mile City, which is around \$160,000 a year, and in selling to the Church, we would lose any tax revenue.

Commissioner Redman clarified that the first buyer, Mr. Mark Page, is pretty much ready, and Brent confirmed yes, he has seen the property and is very interested in the property and wishes to move forward if the Board approves. Commissioner Redman asked if we were to sell the property to the Church, we would have to wait, and Mayor Hendrix confirmed yes, that we would have to wait for it to be rezoned, and the Church has to get approval for financing, and it would take much longer.

City Attorney Maines explained that from his standpoint as the attorney, the first contract is clean and that we can shorten the time period from 90 to 60 days, and the agent is telling us he thinks that is a reasonable expectation, and that the other contract has a couple of contingencies, and is conceivable if they get a letter of commitment on Monday, but for some reason if the loan still does not happen, because the letter of commitment begins a process.

City Attorney Maines referenced the previous discussion that took place regarding asking how the financing was going, and stated that his main question during that time was if we had a letter of commitment or not, and emphasized that the letter of commitment from a financial institution is what counts, and that the conversation was misinterpreted, and that all conversations with the loan officer meant nothing and wanted to make sure the Board understands that there is a difference between a letter of commitment and a conversation with the loan officer.

Jordane explained that Culture House is exploring private financing rather than bank financing, but is researching both options.

City Attorney Maines said that with the contingencies, he was hoping to see a difference in price, but the price is the same. Jordane stated that the Board can counter on the price, but that Culture House submitted the amount that the other buyer submitted.

Motion to accept & approve the offer & commercial contract from Mark Page and authorize the Mayor & City Manager to execute the contract with the inspection period modified from 90 days to 60 days was made by Commissioner Redman. Motion seconded by Commissioner Stephenson. Unanimous approval. Motion passed 5-0.

Motion to table the 2<sup>nd</sup> offer from Culture House was made by Commissioner Redman. Motion seconded by Commissioner Stephenson. Unanimous approval. Motion passed 5-0.

City Attorney Maines explained that the 2<sup>nd</sup> offer will not come back before the Commission unless something happens that it is required to come back before the Commission.

7. Update from CPH Consulting, LLC on Ground Storage Tank Project & Active Grants/Projects – Tim Norman & John Petrohovich, CPH Consulting, LLC

Mr. John Petrohovich with CPH Consulting, LLC, is in attendance via Microsoft Teams to talk through and discuss the update provided to the Board on the active grants and projects.

John explained that CROM would like to come out and take a look at the issues with the leaks on the tank and to come up with a plan to address the leaks.

Mayor Hendrix clarified on CROM wanting to come, and asked that don't they need to come out and take a look at the tank and address the concerns and issues we have.

John clarified that CROM wants to come in and that they just need to coordinate with the utilities staff to set up a good date and time to come out and discuss the issues, and explained that Mr. Tim Norman has been working on this project, and confirmed that CROM will come out, but a meeting just has to be coordinated and scheduled.

Mayor Hendrix clarified that CROM understands that they will be responsible for the repairs and costs for repairs, as the City has already paid for this project to be done. John said that this has been relayed to CROM.

City Attorney Maines questioned CROM wanting to come and give us options on addressing the issue with the Ground Storage Tank. John said that they want to come and provide options to the City on how to address the seepage. City Attorney Maines confirmed that John was not referring to the cost and interpreted what John said as CROM wanting to come out and figure out who was bearing the cost for the repair.

John clarified that it is his understanding that CROM wants to come out and go over the different options that can be done to address the leaks and whatever means and methods it may take to address the seepage. City Attorney Maines confirmed they want to go over technical measures, and John confirmed yes.

John stated that as far as construction and engineering, it is an older tank, so they want to come and talk about options to address it.

Mayor Hendrix clarified that everyone knew it was an 80-year old tank before we started it, and they took it on, and we put the money into it, and they knew that prior to taking on the job, and that it cannot all of a sudden become a problem cause it is an 80-year old tank, and wants to make sure that they are not going there, because they did not have that problem when they were getting paid to do the work.

John confirmed Mayor Hendrix's concern and stated that they only want to come out and meet with staff to go over options to address the seepage and that they have relayed to CROM that the City does not intend to make any payments to fix this issue, and they understand the situation. Mayor Hendrix stated that we do not want any shortcuts either, and that we want it done the correct way, and that our citizens deserve that after everything that has gone on this last year.

City Attorney Maines asked when we are going to hear about the ground storage tank, referencing the issue has been going on for a couple of months now and asked when they plan to come out and if John will be a part of the technical discussion on how they plan to resolve the issue.

John responded saying that Mr. Tim Norman is the one who has been talking with CROM and working on this project but that he was working to get a meeting scheduled with CROM and get all parties involved to go over the options to address the issues with the tank.

City Attorney Maines recommends that this project be prioritized, because these cracks are concerning, and this has now been about 60 days, so he asks that this be prioritized within John's office, because we should already know by now what the solution is going to be, and asked John to have them contact Mrs. Hayes to let us know when we will plan to hear from CROM, because he believes this deserves quite a high priority.

Mayor Hendrix added that we should also be a priority for CROM, and we should not be pushed aside for another project they want to start, which is kind of what happened while they were originally working on the tank and want to make sure we are on the top of their list as well.

John said he will relay this information and will provide a definitive answer as soon as possible.

Commissioner Stephenson asked if this was the tank that we were concerned with the breaking and flooding the daycare, and that we had to get it fixed as soon as possible, as it was a public hazard.

Mayor Hendrix stated that we were originally going to get a new tank, but we did not have enough funding to do it, so the Board made the decision to instead refurbish the 80-year old tank, and this company did the bid and came in and when they started working on it, we had an issue where they needed more money for a baffle wall, then they needed additional money for other items, so we scrounged up the extra funding to cover that, and then finally went full-blown and that they were working on our project, and someone else's project, and we all had to deal with the stinky water, and then once it got filled back up, staff identified these cracks, but the plan is to get a 2<sup>nd</sup> water tank and is when she asked the delegation for the extra money, and said she has spoke with Mr. Brannan who has said we are very high on that list, if not at the top of that list for funding but we have to balance the budget.

City Attorney Maines asked if we could use the new tank as the primary one, and the 80-year old tank as the secondary one. Mayor Hendrix believes we can, and asked John to confirm.

John confirmed yes that would be the case. City Attorney Maines confirmed that the new one would be primary, and John confirmed yes. Mayor Hendrix said that they recommend everyone to have two tanks and we only have one.

Jason Furman commented stating that normally, there would be two in use to keep the water circulating. City Attorney Maines clarified he was not suggesting to take one of the tanks out of service, but to focus the main flow on the primary tank which would be the new one.

The Board thanked John for the update given tonight.

8. Board Approval of Amendment No. 3 to CDBG Grant Agreement No. 22DB-OP-03-73-N06 (Six (6) Month Time Extension) – Melissa Fox, Grants Compliance Manager, Fred Fox Enterprises, Inc.

Melissa Fox explained that this extension is for the Lift Station project that John just referenced in his update, which was held out for bid until the CDBG MIT WW Pump Station Improvements Project went out for bid, and those bids are due on April 23<sup>rd</sup> and that this extension is just taking it out to September 30, 2026.

Mayor Hendrix asked if that would be enough time to get the project done. Melissa Fox responded saying that her firm had spoken with CPH, and the understanding is that this project is Lift Station 1 which is listed as a priority, and said that with the bid openings on Thursday, he thinks there will be no issue getting this done prior to September 30<sup>th</sup>.

Mayor Hendrix clarified that this project includes providing a generator to each of the new lift stations, and John confirmed yes.

City Attorney Maines stated he hopes six months is sufficient for this project. Mayor Hendrix asked John is six months is sufficient, and John confirmed that yes it was sufficient time to complete this project and close out this grant.

Motion to approve Amendment No. 3 to CDBG Grant Agreement No. 22DB-OP-03-73-N06 for a six (6) month time extension was made by Commissioner Redman. Motion seconded by Vice-Mayor Huggins. Unanimous approval. Motion passed 5-0.

9. Board Approval of Traffic Signal Maintenance & Compensation Agreement (TSMCA) between City of Lake Butler & Florida Department of Transportation for Fiscal Year

2026-2027 (Three (3) Traffic Signals – SR 100/Lake Ave, SR 121/CR 231, SR 100/CR 231)

Motion to approve the Traffic Signal Maintenance & Compensation Agreement (TSMCA) between City of Lake Butler & Florida Department of Transportation for Fiscal Year 2026-2027 for the three (3) traffic signals was made by Vice-Mayor Huggins. Motion seconded by Commissioner Redman. Unanimous approval. Motion passed 5-0.

10. Board Approval of Resolution No. 2026-03 for Local Mitigation Strategy Plan for Union County (Florida Department of Emergency Management)

Motion to adopt Resolution No. 2026-03 to be read by title only was made by Commissioner Redman. Title read by City Attorney Maines. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.

11. Board Approval of Lease Agreement between City of Lake Butler & Robert A. Driggers, Jr. for property located west of Boat Ramp

Motion to approve the Annual Lease Agreement between City of Lake Butler & Robert A. Driggers Jr. for property located west of Boat Ramp was made by Commissioner Redman. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.

12. Board Discussion on North Central Florida Regional Planning Council (NCFRPC) Resolution Opposing Water First North Florida Project

Motion to table this agenda item was made by Commissioner Stephenson. Motion seconded by Commissioner Redman. Unanimous approval. Motion passed 5-0.

13. City Manager's Report – Kimberly Hayes, City Manager

City Manager Kimberly Hayes provided her report to the Board:

**Update on Splash Park:**

No update on the mechanical part, they are still working on the plans and design. Board requested that we reach out to three (3) banks to get different interest rates and loan information, and Mr. Mecusker researched to three (3) different institutions and will have him give a report on that.

Mayor Hendrix clarified that this loan is for the repair of the Splash Park, because originally we thought we were going to get some donations from Rotary and what not, and that a private citizen would donate \$10,000 but at the time, we do not have the money together, so instead of moving money around, the Board decided to consider getting a short-term loan, and when we sell the 121 property, to pay this back.

Finance Director Mecusker provided the information to the Board regarding the three (3) bank loans for 36, 48, or 60 month terms for the repairs to the Splash Park with or without collateral which the collateral would be the CD investment we have in Wastewater Fund at DLP Bank:

Capital City Bank – collateral not necessary – interest rate would be 4.15%

DLP Bank – with collateral – interest rate 5.00%, without collateral rate not provided

Campus USA Credit Union – with collateral – interest rate 6.75%, without collateral, interest rate would be 8.25%.

Finance Director Mecusker stated that Capital City Bank has already provided the City with a loan offer of \$55,000 and that loan offer is attached to the memo that is being discussed and that the City could pick what frequency of payment we wish to pay, whether that be monthly, quarterly, semi-annually, or annually for 3 years, 4 years, or 5 years and that they have already prepared a contract which is also attached.

Finance Director Mecusker explained that the security of the loan will be obtained by a pledge and assignment of the City's non-ad valorem tax revenues and that the loan may be prepaid at any time without penalty.

City Attorney Maines asked if this was a tax-free loan. Mayor Hendrix referred to the conditions section of the contract which refers to the tax exemption obligation of the loan. Finance Director Mecusker explained that what the Board would be approving tonight is which bank they wish to move forward with securing the loan for the splash park repair and that Capital City Bank was very thorough with the terms, conditions, and overall view of the loan.

Finance Director Mecusker recommended setting up the payment as either quarterly or semi-annually which will be added to the budget, and when the 121 property is sold, the loan will be able to be paid off without penalty and that his recommendation would be to go with Capital City Bank and once the property is sold, the loan can be paid off.

City Attorney Maines stated that the reason they could get the interest rate so low is because of the conditions listed on the contract regarding the Qualified Tax Exempt Obligation under Section 265(b) 3 of the Internal Revenue Code. City Attorney Maines clarified that the other banks provided a regular commercial loan interest rate, and not a qualified rate like Capital City Bank offered, in which Mr. Mecusker said that he told the banks what the City was intending to do, and that we were looking for the best rate.

City Attorney Maines confirmed that the qualified rate was not a part of the discussion, and that this is the reason why Capital City Bank's rate is lower than the other banks, and that there may be some requirements that may be involved with this rate schedule, and there may be some costs associated with it, and he just wanted to make the Board aware of that.

City Attorney Maines stated we may have to have someone render an opinion of some kind for IRS purposes. Mayor Hendrix asked if the auditors would be the ones to assist with that. City Attorney responded saying no, it would have to be outside legal counsel to assist with rendering the letter of opinion for IRS requirements.

City Manager Hayes requested clarification that outside counsel would be needed to get a loan financed with a bank, in which City Attorney Maines confirmed, because in order for the bank to do this loan, it says that borrower will designate this loan as a qualified tax exempt obligation, and in order for the IRS to do this loan, it has internal requirements and those requirements have shifted over the years, and he has not had to deal with it in 15 years, but he has dealt with it before.

City Attorney Maines stated what could happen is that if the Board agrees to do this loan with this condition included in the motion, that it may not be the end of the story, and there may be procedures we have to follow as being the borrower, and just wanted to make sure the Board is aware of that, and that we are prepared to file the paperwork that will be required for the IRS to accept this loan, and that all these banks are aware of this condition, but Capital City Bank used it, and it is not inappropriate, and there is nothing wrong with it, but he just wants to make sure the Board is aware of its effect and that we may have to find someone who does this kind of thing to assist.

Mayor Hendrix suggested talking to Capital City Bank, who is at every League of Cities event and that she may know someone who can help based on City Attorney Maines' concern with the condition listed.

City Manager Hayes said that we can reach out to the bank and ask questions about this condition. City Attorney Maines said they can do that upfront or whenever they want to, but he was not sure when they wanted to do the loan. Mayor Hendrix said they wanted to get the loan up and going so that we are ready to pull the trigger when the time comes.

City Attorney Maines stated he is fine with this condition of this loan, and reiterated that this condition may mean we have to jump through some hoops with the IRS to establish that we are what we say we are with this condition.

City Manager Hayes said we will reach out to the bank tomorrow and ask if this has to be a part of it or what all it entails and can let City Attorney Maines know what they say. City Attorney Maines stated that they will just change the rate if we choose not to do the qualified rate that is presented, and City Manager Hayes said that we can negotiate the rate with them tomorrow as well and they can take this out and give us the same rate.

Mayor Hendrix said they probably know what the IRS requires and reiterated that they are at every single league of cities event and are very supportive of municipalities.

City Manager Hayes said that they will call the bank tomorrow and discuss this. Finance Director Mecusker stated that the Capital City Bank headquarters is based in Tallahassee, and that all of the major governmental entities such as the Department of Corrections uses Capital City Bank as their financial institution, so they are very familiar with governmental loans.

City Attorney Maines stated that if they ask what this condition entails, that is all he is suggesting, so we know what we need to do, and Finance Director Mecusker stated he and City Manager Hayes would do that.

Commissioner Stephenson asked if it would make sense to ask Capital City Bank to quote us the loan without that condition, in which City Attorney Maines confirmed yes, it would be fine to do that.

Vice-Mayor Huggins stated he was thinking along the same lines as Commissioner Stephenson, and clarified that if we say yes tonight, we pull the trigger on this loan, and if we wait and table it and then call a special meeting once we get our answer back, then we could do it that way.

Mayor Hendrix suggested we can instead take a vote that if it all goes well, then they can move forward, and then if not, then we can get together, because it may be fine. City Attorney Maines said what they can do is authorize approval of the Capital City offer but it would be contingent upon their explanation of the condition including consideration of cost, and leave it to the Mayor and City Manager the authorization to determine whether that condition should be utilized.

Finance Director Mecusker stated that if there was something with this offer had a catch, he would be the first one to raise concern. City Attorney Maines clarified that the condition states the borrower is responsible for designating this loan and that he was just making sure everyone understood that.

Mayor Hendrix said she understands what he is saying, but that this lady at the bank specializes in this sort of thing, so she should certainly know what that means, and we would not do it without making sure this is all correct, but she would not want to go and hire another attorney to figure it out, because that would be a lot of extra money whenever we can go through her. City Attorney Maines said he was not suggesting we get another attorney for this. Mayor Hendrix clarified that City Attorney Maines just mentioned getting another attorney. City Attorney Maines clarified that we got the attorney to do the work the IRS requires, and that if there are any costs associated with that condition, then we would bear the costs.

Motion to proceed with the Capital City Bank offer with the IRS contingency reviewed and to authorize the Mayor and City manager to execute the paperwork if all matters are in order with the overview of the City Attorney was made by Commissioner Redman. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.

#### **Letter received from Rotary Club for Saddle Up Soiree:**

City Manager Hayes explained the letter received from Rotary Club for their upcoming dinner, and that the prices are listed in the attached document, and that if they want to attend, they will have to pay for their own tickets, but from what she understands, the City cannot pay for that kind of thing.

Mayor Hendrix clarified that we are already a legacy partner, because the City has already donated \$5,000. City Manager Hayes stated this is a different event, and the \$5,000 the City gave was for the 4<sup>th</sup> of July. Mayor Hendrix explained that their website says that the City has already donated \$5,000 and that they have labeled us a legacy partner. City Manager Hayes said we will review this because that is not how it was communicated to us, but we will call tomorrow and check that.

#### **City Manager Performance Evaluation Draft:**

City Manager has attached the performance evaluation draft for the Board to look at and make changes, and bring back to the next meeting. Mayor Hendrix confirmed this would be one they would do next year, not this year because the Board said at the last meeting, it would be starting next year because City Manager Hayes' contract was just renewed.

#### **Streets & Roads I Job Opening:**

City Manager Hayes said that we have only had one person apply for the open position, and that he is a hard worker, and that Michael Manning can speak more about him, but he does not have a high school diploma, and that is a requirement in our personnel policy that all City employees must have a high school diploma, but that the job would be supervising inmates mowing and weed-eating, and wanted to bring it up to the Board, and asked City Attorney Maines how we could do that, and stated that Mr. Maines suggested that we could change the policy to be work experience in lieu of the high school diploma.

Mayor Hendrix asked if this was a new position or an existing position. City Manager Hayes confirmed it was an existing position, and that Hayden Whitehead is currently in this position, but that we are moving him to a Maintenance position and this position will come available which is a mowing crew, and asked Michael Manning to speak on this applicant.

Michael Manning explained that he had a lot of experience that would benefit us with locating, surveying, and the story he was told is that he was homeschooled through a Christian academy and went through all the years, when it was time to get his diploma, his parents did not realize the school was not accredited so he did not receive a diploma. Michael explained that he is currently enrolled in the GED program, and he said he asked Mrs. Hayes about this, and that he knows the young man and his family very well, and he is a hard worker.

Commissioner Stephenson asked who does the maintenance on all the machines. Michael responded saying he was the one who did the maintenance on them. Michael said he believed this man would be an asset to us, but he also understands the policy that is in place.

City Attorney Maines explained that the requirements that are in place are what gives her the power or restriction to hire someone unless something gives, so the power to make something give rests within the Commission.

One of the things the Commission can do is make no changes, to require a high school diploma, no exceptions and that is it.

The second thing the Commission can do is to say we are willing to consider amending the personnel rules to allow the City Manager to weigh years of experience in lieu of a high school diploma, that would then become a matter of City policy, and if the Commission wanted to, they could give the City Manager permission to hire this individual following that provision, but that this change would have to be made by the Commission.

Commissioner Sirmones asked if he would be supervising inmates, and Michael confirmed yes he would. City Attorney Maines asked that without a high school diploma, would he still be eligible to be able to supervise inmates. City Manager Hayes explained that DOC has never asked about any supervisors having or not having a diploma.

Mayor Hendrix stated that then we open the door to everyone with this, and that we would be picking and choosing who we are hiring if we change the policy, and City Attorney Maines confirmed yes, it does open a door, and without the door being opened, she cannot hire him.

Commissioner Sirmones said if we do choose to hire him, how many years would we want him to have for experience. City Attorney Maines explained that you would be changing the personnel policy, and it would be at the discretion of the City Manager on a case-to-case basis, and that the Commission can write a more strict policy, but it would have to be brought back up every time with every applicant.

City Attorney Maines recommends that either the Commission gives the authority to the City Manager to make that determination on years of experience in lieu of a high school diploma or to make no changes and leave it like it is.

Motion to enable the City Manager to make the determination to hire employees based on the years of experience, and the combination of education and experience was made by Commissioner Sirmones.

City Attorney Maines said it should be two motions, one would be to authorize the City Manager to hire this candidate, and the second to bring back a policy amendment so he recommends the two motions to do a policy revision next month, and to authorize the City Manager to hire this individual and make the determination on years of experience in lieu of a high school diploma.

Commissioner Redman stated that in general, most places require you to have either a GED or a high school diploma, and that she is not sure if we should change that. Commissioner Stephenson referenced the individual with lots of experience with surveying and locating and that does not happen often. Mayor Hendrix stated that what happens when someone else comes in with the same kind of experience, and that she believes it sets us up to pick and choose, and that is her concern, but it generally does require a minimum to be a GED or high school diploma.

Commissioner Stephenson asked if we can put a provision that he has 6 months from when he is hired to get his GED. City Attorney Maines said the Commission can do that. Commissioner Sirmones asked if we know how much longer he has in the GED program.

City Attorney Maines stated that the Commission can authorize the City Manager to waive that requirement for a period of time to allow the individual to obtain the educational requirement and specify the period of time within the motion, and he suggests six months.

Commissioner Sirmones stated that he does not believe it is a good idea to change that, and that it he does not want to open up a can of worms, and Mayor Hendrix agreed with Commissioner Sirmones' point.

City Attorney Maines stated his concern with implementing the time requirement is having to fire someone after six months because they did not get their GED in enough time.

City Attorney Maines confirmed that Commissioner Stephenson made a motion, and asked if his motion was to allow him to hire this individual now, and then have a second motion to bring back a policy change at the next meeting. Commissioner Stephenson stated his motion would be to hire him now and then do a policy change.

The first motion would be to authorize the City Manager to hire this individual now made by Commissioner Stephenson. There is no second motion so the motion dies, and the policy stays as it currently is.

#### 14. Reports from Finance Department – Dave Mecusker, Finance Director

Finance Director Dave Mecusker presented the financial reports to the Board for review and approval.

1. Motion to approve the monthly financial report for period October 1, 2025 through March 31, 2026 was made by Commissioner Redman. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.
2. Motion to approve the Second Budget Revision for Fiscal Year 2025-2026 effective April 1, 2026 was made by Commissioner Redman. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.

#### 15. Report of City Attorney – John E. Maines IV – Nothing to report.

#### 16. Comments or Remarks by Commission

- Commissioner Sirmones – No comment.
- Commissioner Stephenson - No comment.
- Commissioner Redman – There will be no Farmshare in May 2026, next one will be 2<sup>nd</sup> Saturday in June 2026, and then moving forward in July 2026, it will be every 3<sup>rd</sup> Saturday. Said she would like to continue doing Farmshare after stepping down from the Commission.
- Vice Mayor Huggins - No comment.
- Mayor Hendrix – Mentioned that the County has started scheduling budget workshops for upcoming fiscal year and asked for City Manager Hayes & Finance Director Mecusker to bring the Board some dates and times at next meeting to schedule City's budget workshops.

#### 17. Meeting Adjournment

City Attorney Maines stated there will be a special meeting held on the day after the election (6/24/26 at 10am) for the Canvassing Board to certify the results and to swear in the new Commissioner. Mayor Hendrix stated this can be scheduled at the May board meeting.

Motion to adjourn was made by Commissioner Redman. Motion seconded by Commissioner Sirmones. Unanimous approval. Motion passed 5-0.

Meeting adjourned at 7:58pm.