

6:00 P.M. "Meet and Greet" for new Assistant Police
Chief Mr. Gerald "Jerry" Butler

AGENDA
CITY OF LAKE CITY
City Council Regular Session
April 7, 2014
7:00 P.M. at City Hall

PLEDGE OF ALLEGIANCE - Melrose Park School Student Council

INVOCATION - Mayor Stephen Witt

1. ROLL CALL

2. PROCLAMATIONS

A. National Public Safety Communication Officers Week
April 13-19, 2014

3. MINUTES

None

4. APPROVAL OF AGENDA

5. APPROVAL OF CONSENT AGENDA

A. Permit application from Lake City Columbia County
Chamber of Commerce to hold the 2014 Easter Egg Hunt
on Saturday, April 19, 2014, from 9:00 a.m. until 3:00
p.m. All supporting documents including certificate
of insurance have been provided.

6. PERSONS WISHING TO ADDRESS COUNCIL

A. Ms. Rita Dopp, Executive Director, United Way of
Suwannee Valley to present Certificate of Appreciation

B. Mr. Ron Whiteside, CPA and Ms. Barbara Boyd, CPA,
Purvis Gray & Company-Fiscal Year 2013 Audit

7. PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA

8. OLD BUSINESS

None

9. NEW BUSINESS

A. RESOLUTIONS:

1. City Council Resolution No. 2014-024, if adopted, will appoint Matthew A. Erkinger, Sr. to serve as a member on the Planning and Zoning Board and the Board of Adjustments of the City to fill the vacancy of Mary Jane Woods, whose term has expired.
2. City Council Resolution No. 2014-025, if adopted, will confirm, restate, and ratify City Council Resolution No. 2013-055 which authorized the City to accept a grant of an additional 25' utility easement from the Suwannee River Water Management District adjacent to and contiguous with an existing 25' utility easement acquired from the District which is recorded in ORB 1074, beginning at page 1579, public records of Columbia County, Florida, for the use by the City in the operation and maintenance of the City's water plant and utility system.
3. City Council Resolution No. 2014-026, if adopted, will confirm, restate, and ratify City Council Resolution No. 2013-056 which authorized the City to accept a road right-of-way easement from the District, 100' in width, extending from SE Timberwolf Drive to SE Waterplant Road, to construct and maintain a secured, non-public, paved road for ingress and egress by vehicular traffic to and from the City's water treatment plant facility.

10. DEPARTMENTAL ADMINISTRATION

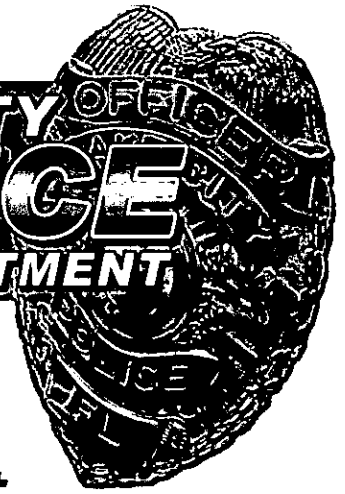
- A. Appointment of Special Magistrate (Wendell Johnson)
- B. Wilson Park Pavilion Name Recommendation (Wendell Johnson)

11. COMMENTS BY COUNCIL MEMBERS

12. ADJOURNMENT

EVENT NOTICE

LAKE CITY OFFICER
POLICE
DEPARTMENT



www.lcflapd.com

@LCFlaPD



Chief Argatha Gilmore

Meet & Greet New Assistant Chief of Police

All are welcome to meet the NEW Assistant Chief of Police, Mr. Gerald Butler, Jr this Monday night. Mr. Butler comes to our city with 29 years of law enforcement experience where he recently retired from the Milford Connecticut Police Department.

Join us PRIOR TO the City Council Meeting for our Meet and Greet!

When: Monday, April 7, 2014
6:00 p.m. – 7:00 p.m.

Where: City of Lake City – City Hall
Council Chambers

Contact: Sue Tuell
(386) 758-5484
tuells@lcflapd.com



Proudly Serving the Citizens of Lake City

2215 SR90 NW in Boulevard • Lake City, Florida 32056 • Phone: (386) 758-5484 • Fax: (386) 758-5484



Proclamation



NATIONAL PUBLIC SAFETY COMMUNICATION OFFICERS WEEK APRIL 13-19, 2014

WHEREAS, emergencies can occur at anytime that require law enforcement, fire, or emergency medical services; and

WHEREAS, Public Safety Communication Officers are the first contact our residents have with emergency services, and

WHEREAS, these "Unseen First Responders" provide an essential service to the community and to police and emergency personnel with compassion, understanding and professionalism, and

WHEREAS, public safety agencies nationwide celebrate how important communications officers are in providing support to law enforcement, fire services, emergency medical services and other governmental field personnel, and

WHEREAS, in 1991, Congress proclaimed the second week of April as a nationally noted week of recognition dedicated to the men and women who serve as Public Safety Communication Officers, and

WHEREAS, Lake City wishes to recognize our Public Safety Communication Officers for their commitment to performing their duties with integrity, accountability, and respect at the highest level of customer service;

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby proclaim April 13-19, 2014, as "National Public Safety Communication Officers Week" in the City of Lake City, and do hereby recognize the Lake City Public Safety Communication Officers for their outstanding service and commitment to the citizens of Lake City and Columbia County.

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 7th day of April 2014.

Stephen M. Witt, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

5 A

City of Lake City Special Events Application

Applicant Information

Organization/Agency Name: Columbia County Chamber of Commerce	Event Name/Purpose: 2014 Egg Hunt
Contact Name: Dennille Decker	Phone: 752-3690
Current address: 162 S Marion Ave	
City: Lake City	State: FL
ZIP Code: 32025	
Email: dennille@lakecitychamber.com	Date Requested: 4-19/
Time Requested: 9:00 am - 3:00 pm	
Facility/Park Requested: <u>Wilson Park</u>	
Estimated Attendance: 500	

Information about your Parade

Line Up Time:	Parade start time:
Anticipated number of vehicles to be used in the parade:	
Location and desired route (state starting point, route and point of termination, using the appropriate street names and directions if applicable): Please attach a map of the parade route.	

Event Information

Will you be collecting admissions/donations of any type at this event?	No		
Will any items be sold at this event (including food)?	Yes	What kind?	Food
Are you having other vendors participate in this event?	Please list:		
Is this Event open to the public?	Yes	What activities are planned?	egg hunt
Will tents be used?	yes		
Will bounce houses be used?	Yes	Will you be serving food?	No

Services Requested (Fees Apply)

Security/Crowd Control Requested?	Yes 1 to 2 officers		
Clean up Requested?	Yes		
Will you need access to Electricity?	Yes	If Yes, will you need	20 30 50 Amp Service (please circle one)
Road/Parking Lot Closure Requested? (Only for City Sponsored Events)			
If yes please state using appropriate names which streets/parking lots are being requested closed; also submit a map showing all road closures or route.			
<u>Lake Circle Dr from Davis to Hamilton</u>			
<u>Davis to Calhoun on Hillsborough</u>			

Please note clean up, electric, and police presence is an additional fee

Organization Information

Type of Organization (please circle one):	Not for profit (must provide 501c3 letter)	For Profit	Individual
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Federal ID# 59-0323804

Tax Exempt #

No Park Rentals for the Month of November and December

Fee Schedule

Use of Parks: \$50.00 usage fee, \$25.00 electricity fee, under 100 people \$100.00 Deposit (refundable after event with satisfactory Clean up) 100 or more people \$200.00 deposit (Refundable after event with satisfactory clean up) \$1,000,000 Liability Insurance required Required for organizations Of 100 or more with the City of Lake City listed as an additional insured.

Use of a Facility: \$40.00/hour usage fee, \$100.00 deposit and proof of insurance if needed

Use of Football Stadium: \$400.00 per day, \$200.00 deposit, and proof of \$1,000,000 of liability insurance with the City of Lake Lake City listed as an additional insured. Use of Stadium Lights per night \$100.00.

Rental Guidelines: *No alcohol beverages on city property *No vehicles allowed in the parks

***No tents, poles, or signs allowed in the grass area of the park *No nails or tape on gazebo**

Trash cans must be emptied by Organizer.

Staff Use Only

<p>Approved <small>(All signatures required for approval)</small></p>	<p>Deposit Amount: ⊖</p>	<p>Map Attached _____ D.O.T. Approval _____ Proof of Insurance _____</p>
<p>Denied</p>	<p>Electricity Charge: ⊖</p>	<p>Road Closures <input checked="" type="checkbox"/> Parking Lot Closures <input checked="" type="checkbox"/> Electricity Needed <input checked="" type="checkbox"/></p>
<p>Rental Fee: ⊖</p>	<p>Total Received: ⊖</p>	<p>Deposit Returned: Date: _____ Amount: _____</p>

Department Approval:

Public Works Official: [Signature] Date: 3/10/14 Police Department Official: [Signature] Date: 3-26-14
(Include D.O.T. release if applicable)

City Manager: _____ Date: _____ City Council: [Signature] Date: _____

Signature of Applicant: Dennell Decker Date: 3-6-14
 City Official Signature: J. Phelgi Date: 3-10-14

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SMALL COMMERCIAL UNIT	
	PHONE (A/C, No. Ext):	877-783-1161	FAX (A/C, No): 260-459-5870
	E-MAIL ADDRESS:	SCU@KANDKINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NATIONWIDE MUTUAL INSURANCE CO		23787
	INSURER B:		
INSURED LAKE CITY-COLUMBIA CO. CHAMBER OF COMMERCE INC. 162 S. MARION AVE. LAKE CITY, FL 320254354	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1737342

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		Y	FWC0025772000	12:01AM 5/26/13	12:01AM 5/26/14	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 5000000 PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab NC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			FWC0025772000	12:01AM 5/26/13	12:01AM 5/26/14	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED REGARDING THE 4/19/14 EASTER EGG HUNT/EVENTS AT LAKE CIRCLE DR.

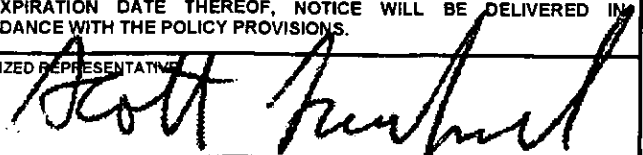
CERTIFICATE HOLDER

THE CITY OF LAKE CITY
205 NORTH MARION AVENUE
LAKE CITY, FL 32055

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



9A1

CITY COUNCIL RESOLUTION NO. 2014-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MATTHEW A. ERKINGER, SR., TO SERVE AS A MEMBER ON THE PLANNING AND ZONING BOARD AND THE BOARD OF ADJUSTMENTS OF THE CITY OF LAKE CITY, FLORIDA, TO FILL THE VACANCY OF MARY JANE WOODS, WHOSE TERM HAS EXPIRED.

WHEREAS, the Planning and Zoning Board (the "Board") created and established by the City of Lake City, Florida ("City") also acts and performs the duties of the Board of Adjustments of the City (the "Board of Adjustments"); and

WHEREAS, by City Council Resolution No. 2010-003 Mary Jane Woods was re-appointed to serve on the Board and the Board of Adjustments for a term to terminate at Midnight, February 20, 2013, or until her successor is appointed; and

WHEREAS, Mary Jane Woods does not wish to be re-appointed to serve on and has resigned as a member of the Board and the Board of Adjustments; and

WHEREAS, Matthew A. Erkinger, Sr., has applied and expressed a desire to serve on the Board and the Board of Adjustments; and

WHEREAS, the City has determined that Matthew A. Erkinger, Sr., is qualified to serve and desires to appoint him to serve as a member on the Board and the Board of Adjustments for a term commencing April 8, 2014, and terminating at Midnight, February 20, 2016, or until his successor is appointed.

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

Section 1. The above recitals are all true and accurate and are hereby made a

part of this resolution.

Section 2. That Matthew A. Erkinger, Sr., is hereby appointed to serve as a member of the Planning and Zoning Board and the Board of Adjustments of the City commencing April 8, 2014, and terminating at Midnight, February 20, 2016, or until his successor is appointed.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of _____, 2014.

Mayor-Councilman

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
HERBERT F. DARBY
City Attorney

9 A 2

CITY COUNCIL RESOLUTION NO. 2014-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONFIRMING, RESTATING, AND RATIFYING CITY COUNCIL RESOLUTION NO. 2013-055 WHICH AUTHORIZED THE CITY TO ACCEPT A GRANT OF AN ADDITIONAL 25' UTILITY EASEMENT FROM THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (THE "DISTRICT") ADJACENT TO AND CONTIGUOUS WITH AN EXISTING 25' UTILITY EASEMENT ACQUIRED FROM THE DISTRICT WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 1074, BEGINNING AT PAGE 1579, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, FOR THE USE BY THE CITY IN THE OPERATION AND MAINTENANCE OF CITY'S WATER PLANT AND UTILITY SYSTEM.

WHEREAS, by City Council Resolution No. 2013-055 adopted on October 21, 2013, the City of Lake City, Florida ("City") found and determined that it needed an additional 25' utility easement to be located adjacent with and contiguous to an existing 25' utility easement previously acquired by the City from the Suwannee River Water Management District (the "District") dated February 14, 2006, recorded in Official Records Book 1074, beginning at Page 1579, public records of Columbia County, Florida (the "Prior Easement"), and requested the District to give and grant the City the additional 25' utility easement, copy of which is attached and made a part of City Council 2013-055 (the "Additional 25' Utility Easement"); and

WHEREAS, while City Council Resolution 2013-055 approved the request for the Additional 25' Utility Easement, it has not been executed as of yet by the District; and

WHEREAS, the purpose of this resolution is to confirm, restate, and ratify City Council Resolution No. 2013-055 and obtain from the District the Additional 25' Utility Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF LAKE CITY, FLORIDA, AS FOLLOWS:

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

Section 2. City Council Resolution No. 2013-055 is hereby confirmed, restated, and ratified and the City hereby requests the District to grant the City the Additional 25' Utility Easement, copy of which is attached to City Council Resolution No. 2013-055.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of _____, 2014.

Mayor-Councilman

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
HERBERT F. DARBY
City Attorney

CITY COUNCIL RESOLUTION NO. 2014-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONFIRMING, RESTATING, AND RATIFYING CITY COUNCIL RESOLUTION NO. 2013-056 WHICH AUTHORIZED THE CITY TO ACCEPT A ROAD RIGHT-OF-WAY EASEMENT FROM THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (THE "DISTRICT") ONE HUNDRED FEET (100') IN WIDTH, EXTENDING FROM SE TIMBERWOLF DRIVE TO SE WATERPLANT ROAD, TO CONSTRUCT AND MAINTAIN A SECURED, NON-PUBLIC, PAVED ROAD FOR INGRESS AND EGRESS BY VEHICULAR TRAFFIC TO AND FROM CITY'S WATER TREATMENT PLANT FACILITY.

WHEREAS, by City Council Resolution No. 2013-056 adopted on October 21, 2013, the City of Lake City, Florida ("City") found and determined that it needed a road right-of-way easement from the Suwannee River Water Management District (the "District") one hundred feet (100') in width extending from SE Timberwolf Drive to SE Waterplant Road (the "Road Easement") to construct and maintain a secured, non-public, paved road for ingress and egress by vehicular traffic to and from the City's water treatment plant facility and requested the District to grant the City the Road Easement, copy of which is attached and made a part of City Council 2013-056; and

WHEREAS, while City Council Resolution 2013-056 authorized the request to the District for Road Easement, it has not been executed as of yet by the District; and

WHEREAS, the purpose of this resolution is to confirm, restate, and ratify City Council Resolution No. 2013-056 and obtain from the District the Road Easement.

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

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

Section 2. City Council Resolution No. 2013-056 is hereby confirmed, restated, and ratified and the City hereby requests the District to grant the City the Road Easement, copy of which is attached to City Council Resolution No. 2013-056.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of _____, 2014.

Mayor-Councilman

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
HERBERT F. DARBY
City Attorney

MEETING DATE
April 7, 2014

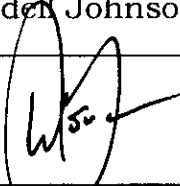
CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	10
ITEM NO.	A

SUBJECT: Code Enforcement Special Magistrate

DEPT / OFFICE:

Originator: Wendell Johnson		
City Manager Wendell Johnson	Department Director	Date 4/3/14
		
Recommended Action: Council appointment of Attorney Richard E. Stadler, P.A, as Special Magistrate for Lake City Code Enforcement needs.		
Summary Explanation & Background: <p>On October 21, 2013, the City Council approved an operative alternative to the Citizen Code Enforcement Board (CEB) through services of a Council appointed "Special Magistrate" (a Board Certified Attorney) who hears code cases in the same manner as the CEB under F.S. 162 authority. F.S. 162 State authorizes the City to have a Citizen Board, a Special Magistrate, or both. Mr. Stadler has over 35 years' experience representing municipalities, has served as a code enforcement attorney, prosecutor for code violations and has represented clients in front of code enforcement magistrates. The services of Mr. Stadler as Magistrate would provide a most effective means for enhanced service and code compliance. His contract would be as an "independent" attorney not affiliated with any law firm.</p>		
Alternatives: Council discretion to continue the Citizen Code Enforcement Board		
Source of Funds: General		
Financial Impact: TBD - anticipated minimal increase in operational cost		
Exhibits Attached: Stadler contract.		

AGREEMENT FOR SPECIAL MAGISTRATE

This AGREEMENT is made on this ____ day of _____, 2014, by and between **CITY OF LAKE CITY, FLORIDA** a political subdivision of the State of Florida, by and through its **CITY COUNCIL** (hereinafter referred to as "City"), with administrative offices located at 205 N. Marion Avenue, Lake City, Florida 32055, and **RICHARD E. STADLER, P.A.** (hereinafter referred to as "Special Magistrate"), with offices located at 285 NE Hernando Avenue, Lake City, Florida 32055 (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the City desires to enter into an agreement for the provision of such services as specified herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the City and the Special Magistrate agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Administrator. Whenever the term "Administrator" is used herein, it is intended to mean the City Manager of the City of Lake City, his deputy, or his designee. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Manager or his Designee.

1.2 Board of City Commissioners. Whenever the term "City Council" is used herein, it is intended to mean the City Council of the City of Lake City, Florida, which is the governing body of the City Government.

1.3 City. Whenever the term "City" is used herein, it is intended to mean the City of Lake City, Florida, a body corporate and politic and a political subdivision of the State of Florida.

1.4 Special Magistrate. Whenever the term "Special Magistrate" is used herein, it is intended to mean the Special Magistrate who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. **RICHARD E. STADLER**, is the person selected to perform the service of Special Magistrate pursuant to this Agreement, and **RICHARD E. STADLER** is a member of the Florida Bar, in good standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

ARTICLE 2
SCOPE OF SERVICES

2.1 The Special Magistrate hereby agrees to provide such services as directed by the Administrator and as further provided in this Agreement.

2.2 The Special Magistrate agrees to perform the functions indicated by and specifically set forth in Sections 2-344 through 2-352 of the City Code of Ordinances, to include holding hearings and assessing fines against violators of City codes and ordinances.

2.3 City hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as may be reasonably required for the proper performance of the Special Magistrate's duties.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 City shall pay Special Magistrate a fee of One-Hundred and Seventy-Five Dollars (\$175.00) per hour and, in addition, the Special Magistrate may bill at the rate of Seventy-Five Dollars (\$75.00) per hour for a paralegal. In addition, City shall reimburse Special Magistrate for all usual and customary expenses incurred in the performance of the Special Magistrate's duties.

3.2 City agrees that it will make its best efforts to pay Special Magistrate within thirty (30) calendar days of receipt and approval (as to form) of Special Magistrate's invoice.

3.3 Invoices shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each such hearing.

3.4 Payment will be made to the Special Magistrate at:

Richard E. Stadler, PA
Post Office Drawer 1707
Lake City, Florida 32056

ARTICLE 4
CHANGES IN SCOPE OF WORK

City or Special Magistrate may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Such changes and method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an Amendment to this Agreement.

ARTICLE 5
TERM AND TERMINATION

5.1 The term of this Agreement shall commence on _____, 2014, and shall continue until _____, 2015.

5.2 This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the Special Magistrate shall be paid compensation for services performed to termination date.

ARTICLE 6
MISCELLANEOUS

6.1 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Special Magistrate, without the proper written consent of City. However, the Agreement shall run to the City Government and its successors.

6.2 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.3 Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wit:

CITY:
City Manager
205 N. Marion Avenue
Lake City, Florida 32055

SPECIAL MAGISTRATE:
Richard E. Stadler
285 NE Hernando Avenue
Lake City, Florida 32055

6.4 Conflict of Interest. Special Magistrate must affirm that his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature

of the conflict and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Columbia.

6.6 Public Records. The Special Magistrate acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any other right or remedy and after giving the Special Magistrate seven (7) days written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: _____

CITY:

CITY OF LAKE CITY, FLORIDA

By: _____
City Manager
Date: _____
CC Approved _____

SPECIAL MAGISTRATE:

RICHARD E. STADLER, PA

By: _____
Richard E. Stadler, President
Date: _____