

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, April 8, 2014

6:00 PM

City Hall Commission Chambers

City Commission

Keith Dowdell, Mayor (Commissioner District One)

Larry Edwards, Mayor Pro-Tem (Commissioner District Five)

Micah Brown (Commissioner District Two)

Derrick Elias (Commissioner District Three)

Andy Gay (Commissioner District Four)

**AGENDA FOR THE REGULAR MEETING OF
THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
April 8, 2014
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 3/4/14 and 4/1/14 Special Meetings
(Sylvia Hicks, City Clerk)

Public Hearings as scheduled or agendaed

2. Draft Ordinance – Code Enforcement
3. Ordinance No. 1061-2014 Second Reading – Annexation of IFAS Property located on Pat Thomas Pkwy

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)

Resolutions

4. Resolution No. 1314-2014 – Quincy Fest 2014

Reports by Boards and Committees

Reports, requests and communications by the City Manager

- 5 North Florida Educational Development Corporation – Use of Tanyard Creek Park
- 6 Request to Utilize Solely the Code Magistrate Process for Code Violations
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)
- 7 Ordinance No. 1061-2014 Second Reading – Annexation of IFAS Property located on Pat Thomas Pkwy
- 8 Downtown Master Plan Contract
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)
- 9 Road Closure for 2014 Quincy Fest
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)
- 10 Big Bend Transit Contract
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)

Other items requested to be agendaed by Commission Member(s), the City Manager and other City Officials

- 11 Former City Manager's Severance Package

Comments

- a) City Manager
- b) City Clerk
- c) City Attorney
- d) Commission Members

Comments from the audience

Adjournment

*Item(s) Not in Agenda Packet

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

SPECIAL MEETING
MARCH 04, 2014
6:00 P.M.

The Quincy City Commission met in special session Tuesday, March 4, 2014, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Micah Brown [Absent]
Commissioner Larry D. Edwards
Commissioner Gerald A. Gay, III
Commissioner Derrick D. Elias

Also Present:

City Manager Jack L. McLean Jr.
City Attorney Jerry Miller
City Clerk Sylvia Hicks
Police Chief Wail McNeil
Fire Chief Scott Haire
Customer Service Director Ann Sherman
Utilities Director Mike Wade
Planning Director Bernard Flawah
Interim Finance Director Jeffrey Williams
Executive Assistant to City Manager Cynthia Shingles
Interim IT Director Chris Jordan
Parks and Recreation Director Greg Taylor
Human Resources Director Bessie Evans
Account Specialist Catherine Robinson
CRA Director Regina Davis
CRA Attorney Hubert Brown
Code Enforcement Officer Marvin Tribue

Call to Order:

Mayor Commissioner Dowdell called the meeting to order.

Commissioner Edwards made a motion to excuse Commissioner Brown. Commissioner Elias seconded the motion. The ayes were unanimous.

The purpose of the special meeting was to discuss the Line of Credit & Level 3 Agreement.

Interim Finance Director Jeff Williams stated the short term goal is to have the accounts payables less than 1/2 month revenue or expenditures of (\$1M). The long term goal is to have available cash on hand of three (3) to five (5) months revenue or

expenditures (\$6M to \$12M). Mr. Williams reported that as of September 30, 2013, we paid our vendors \$2,111,977 leaving \$51,638. Mr. Williams stated that the actual revenue through the first third of the year was \$7,520,000 and expenditures through the first third of the year were \$7,173,000. Mr. Williams stated that expense reduction and revenues enhancement could include the following staff reductions, extend hiring freeze and furloughs. He stated that all utilities revenue is \$17,000,000 less debt service, water & sewer \$3,000,000 to be adjusted by 2.5% inflation to cover operation and maintenance, bottled gas tax rates had not changed in 20 years. The reserves for unrestricted is \$1,100,000 and restricted reserves is \$2,600,000 totaling \$3,700,000.

City Manager McLean stated that currently the balance on the line of credit is \$447,570 and noted that in September of 2013 a FMPA payment and Bond payment came due at the same time. The City did not have sufficient funds at the time to pay both. FMPA was paid and the Bond payment was made via the line of credit. Commissioner Gay stated that he would only support the transfer if this comes back to the Commission prior to any funds being disbursed from the line of credit. Commissioner Edwards made a motion to approve the transfer of \$447,570 from the unrestricted investment account to bring the line of credit to zero with the stipulation that it comes back to the Commission before any funds are disbursed. Commissioner Gay seconded. The ayes were Commissioners Edwards, Gay and Dowdell. Nay was Commissioner Elias. The motion carried.

Commissioner Edwards made a motion to continue to discuss the Level 3 Agreement. Commissioner Dowdell seconded the motion. The ayes were Commissioners Edwards and Dowdell. Nays were Commissioners Gay and Elias. The vote was tied 2 to 2.

City Manager McLean stated that he and staff is seeking direction regarding the Tallahassee purchase of 1 GB of direct internet access from the City of Quincy. He stated that we piggy-backed off the contract between Hillsborough County Schools and Level 3 in the summer of 2013 and the option provided 22 times the current 45 MB for 54% less than the City is currently paying.

Commissioner Gay stated he is opposed to the Level 3 Agreement, this was never brought before the Commission for approval. City Manager McLean stated that Tallahassee staff has agreed to recommend the purchase of broadband from the City in the amount that ranges from \$70,000 to \$75,000 per year. The Manager stated we need to acquire adequate bandwidth. Commissioner Edwards stated we never should have gotten into the telecommunication business. Mayor Dowdell stated that this would be revenue coming back to the City and we need another source of revenue besides electric.

Commissioner Gay asked how much money is in the Smart-Grid account. City Manager McLean stated \$1.4M

Commissioner Edwards made a motion to adjourn. Commissioner Gay seconded the motion. The ayes were unanimous. There being no further business to discuss, the meeting was adjourned.

APPROVED:

Keith A. Dowdell, Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy
Clerk of the City Commission thereof

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

SPECIAL MEETING
APRIL 01, 2014
6:00 P.M.

The Quincy City Commission met in special session Tuesday, April 1, 2014, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Micah Brown (Absent)
Commissioner Larry D. Edwards Via Phone
Commissioner Gerald A. Gay, III
Commissioner Derrick D. Elias

Also Present:

Interim City Manager Mike Wade
City Attorney Jerry Miller via Phone
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Utilities Director Mike Wade
Interim Finance Director Jeffrey Williams
Executive Assistant to City Manager Cynthia Shingles
Account Specialist Catherine Robinson
CRA Director Regina Davis
Sergeant At Arms Assistant Police Chief Glenn Sapp

Call to Order:

Mayor Commissioner Dowdell called the meeting to order.

Commissioner Gay made a motion to excuse Commissioner Brown. Commissioner Elias seconded the motion. The ayes were unanimous.

The purpose of the special meeting was to discuss the severance and leave of the former City Manager.

City Attorney Miller reported to the Commission that Commissioner Edwards can participate in the meeting but he will not be able to vote on any issues. Mayor Dowdell asked why and stated we have been doing that all the time, what has changed. Mr. Miller stated a recent ruling and that the City has an Attorney that study's the law.

Commissioner Gay stated that in the absence of the release and all the Commissioners not present, he suggest we agenda the item for Tuesday's regular

meeting. Commissioner Elias agreed as well as Mayor Dowdell that all the Commissioners should be present.

City Attorney Miller reported that Interim City Manager Wade has done a good job in the short time for this meeting and asked the Commissioners to call him if they have any questions.

Commissioner Gay made a motion to table this item until the next regular meeting. Commissioner Elias seconded. The ayes were unanimous.

Commissioner Gay made a motion to adjourn. Commissioner Elias seconded the motion. There being no further business to discuss, the meeting was adjourned.

APPROVED:

Keith A. Dowdell, Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy
Clerk of the City Commission thereof

ORDINANCE _____

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR DEFINITIONS AMENDED; PROVIDING FOR CODE ENFORCEMENT BOARD ABOLISHED; PROVIDING FOR BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED; PROVIDING FOR ATTENDANCE, REMOVAL FROM OFFICE REPEALED; PROVIDING FOR ORGANIZATION, EXPENSES REPEALED; PROVIDING FOR SPECIAL MAGISTRATE, APPOINTMENT, QUALIFICATION AMENDED; PROVIDING FOR ENFORCEMENT PROCEDURE AMENDED; PROVIDING FOR HEARING PROCEDURES AMENDED; PROVIDING FOR POWERS OF CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED; PROVIDING FOR FINE, LIEN AND FORECLOSURE AMENDED; PROVIDING FOR APPEAL AMENDED; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE ORDAINED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FL
THAT;

SECTION 1. AUTHORITY The authority for this Ordinance is Section 166.021, and Chapter 162, Florida Statutes.

SECTION 2. DEFINITIONS AMENDED. City Code Sec. 2-501. Definitions is amended to read:

Sec. 2-501. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code means any of the several chapters of this Code or its ordinances on zoning and land development regulations or any other codes or technical codes of the city.

Code enforcement board secretary means the City Clerk or such other City employee as designated by the City Commission.

Code inspector means any authorized agent or employee of the City whose duty it is to ensure code compliance.

~~Enforcement board means the city code enforcement board appointed by the city commission.~~

Legal counsel means the City Attorney who shall represent the municipality and may present cases before the code enforcement board.

Repeat violation means a violation of a provision of a code or ordinance by a person whom the City's Special Magistrate or prior code enforcement board has previously found to have violated the same provision within five years prior to the violation.

Violator means the property owner or business entity occupying the premises or any combination thereof.

Special magistrate means an officer appointed as provided in this article who shall have the status and authority of ~~the board to the extent prescribed herein.~~ a Code Enforcement Board pursuant to Florida Statute Chapter 162.

SECTION 3. CODE ENFORCEMENT BOARD ABOLISHED. City Code Sec. 2-502 Board Created, membership is repealed.

~~Sec. 2-502. Board Created, membership.~~

~~There is hereby created a city code enforcement board which shall be composed of seven members, all of whom shall be residents of the city.~~

SECTION 4. BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED. City Code Sec 2-503 Same Function; appointments, terms of office is repealed.

~~Sec. 2-503.— Same Function; appointments; terms of office.~~

~~(a) — The city code enforcement board shall have the power to conduct hearings relating to violations of codes and ordinances in force in the city. —~~

~~(b) — Appointments to the code enforcement board shall be made by the city commission on the basis of experience or interest in the subject matter jurisdiction of the board. The membership of the board shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.~~

~~(c) — The initial terms of members of the board shall be as follows: Two members shall be appointed for a term of one year each; three members shall be appointed for a term of two years each; and two members shall be appointed for a term of three years each.~~

~~(d) — Thereafter, appointments shall be for a term of three years. Members may be reappointed upon the concurrence of the city commission. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term of office.~~

SECTION 5. BOARD ATTENDANCE, REMOVAL FROM OFFICE IS REPEALED. City Code Sec. 2-504 Same -Attendance; removal from office is repealed.

~~Sec. 2-504. Same Attendance; removal from office.~~

- (a) ~~Any member of the board who fails to attend two out of three successive meetings without cause and without prior approval of the chairman of the board shall automatically forfeit such appointment and the city commission shall promptly fill such vacancy.~~
- (b) ~~The members of the board shall serve subject to the provision of F.S. ch. 162 and may be suspended and removed for cause.~~

SECTION 6. ORGANIZATION, EXPENSES REPEALED. City Code Sec. 2-505 Same - Organization; expenses is repealed.

Sec. 2-505. — Same Organization; expenses.

- (a) ~~At the first meeting of the board, the members shall elect one of the members to be chairman. The person so elected shall function as chairman for a one-year term.~~
- (b) ~~Four or more members of the board present at any meeting shall constitute a quorum in order for the board to conduct its business.~~
- (c) ~~Members of the board shall serve without compensation but shall be entitled to be reimbursed for such mileage expenses and per diem expenses as the city commission may authorize.~~

SECTION 7. SPECIAL MAGISTRATES, APPOINTMENT, QUALIFICATIONS AMENDED. City Code Sec. 2-505A Special Magistrates; appointment, qualifications is amended.

Sec. 2-505A. Special Magistrates; appointment, qualifications.

- (a) The City Commission may appoint one or more Special Magistrates who shall have the authority to hold hearings, assess fines against violators of the codes and ordinances of the city, reduce fines in whole or in part, and otherwise exercise the powers of a municipal code enforcement board as provided in F.S. Ch. 162, pt. 1, as and to the extent provided in this article.
- (b) A Special Magistrate shall be a resident of the City.
- (c) A Special Magistrate shall be appointed to a term of three years and may be reappointed.
- (d) A Special Magistrate shall serve without compensation but may be reimbursed for expenses to the same extent that a board member may be reimbursed, as determined by the City Commission.
- (e) ~~Regular hearings before a special magistrate shall be held monthly. Regular and special hearings before a Special Magistrate may be held as often as necessary. All hearings shall be open to the public.~~
- (f) Minutes and records of hearings before a Special Magistrate shall be kept and maintained by the city Code Enforcement Secretary in the manner and to the extent required by law. The City shall provide necessary and reasonable clerical and administrative support to enable a Special Magistrate to perform his or her duties. A Special Magistrate shall not be authorized to hire or use the services of any person

except those provided by the City to assist him or her in the performance of his or her duties.

- (g) A special magistrate shall be subject to removal for cause, ~~as provided by the ordinances of the city for the removal of a member of the board, except that a failure to attend one hearing for which notice has been given without cause and without the prior approval of the chair of the board shall be grounds for removal.~~

SECTION 8. ENFORCEMENT PROCEDURE AMENDED. City Code Sec. 2-506
Enforcement procedure is amended.

Sec. 2-506. Enforcement procedure.

Except where the inspector charged with enforcing a particular code or ordinance identified herein has reason to believe that a code violation presents a serious threat to the public health, safety and welfare, the code enforcement procedure under this article shall be as follows:

(1) It shall be the duty of the code inspector to initiate enforcement proceedings with respect to each code or ordinance.

(2) Where the code inspector finds or is made aware of a code violation, the code inspector shall notify the violator and such notice shall provide a reasonable time to correct the violation. "Reasonable time" is defined as the time that would be required by a prudent person acting diligently to correct the violation, taking into consideration the scope of the work required, the necessity to obtain any required permit or other approval by a government agency, and delays that may reasonably be expected to be encountered such as but not necessarily limited to the weather; however, where a different time period in which to correct the violation is provided for by the ordinance being enforced, that time period shall constitute reasonable time for that particular violation. Should the violation continue beyond the time specified in the notice, the code inspector shall ~~notify the code enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing~~ schedule the matter for hearing before a Special Magistrate and written notice of such hearing shall be hand delivered or mailed as provided by this article to such violator. If the violation is corrected and then recurs, the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected prior to the ~~board~~ Special Magistrate hearing at which the recurring violation is scheduled to be heard. The notice of the hearing shall state that the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected but recurs prior to the hearing date.

(3) If a repeat violation is found, the code inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall ~~notify the board and request a hearing. The board, through its clerical staff, shall schedule a hearing~~ schedule the matter for hearing before a Special Magistrate and shall provide notice as provided by this article to such violator. The case may be presented to the ~~board~~ Special Magistrate even if the repeat violation has been corrected prior to the ~~board~~ Special Magistrate hearing, and the notice shall so state.

(4) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately ~~notify the code~~

~~enforcement board and request a hearing, schedule the matter for hearing before a Special Magistrate.~~

SECTION 9. HEARING PROCEDURES AMENDED. City Code Sec. 2-507 Hearing procedures is amended

Sec. 2-507. Hearing procedures.

~~(a) Upon request of the code inspector, or at such other times as may be necessary, the chairman of the code enforcement board may call a hearing, and such hearings may also be called by a written notice signed by three members of the board.~~

~~(b) Minutes shall be kept of all hearings by the board and all hearings and proceedings shall be open to the public.~~

~~(c) The city commission shall provide clerical and administrative personnel as may be required to assist the board in the proper performance of its duties.~~

~~(d) The city attorney or assistant shall not present cases before the board or special magistrate. A member of the administrative staff of the city shall present cases before the board and special magistrate.~~

~~(a) (e) Cases agendaed for a particular day shall be heard. All testimony shall be under oath~~

and shall be recorded. The Special Magistrate board shall take testimony from the code inspector and the alleged violator, and may take testimony from any other person familiar with the case or having knowledge about the case. The Special Magistrate board shall not be bound by formal rules of evidence; however, it he or she shall act to ensure fundamental due process in each of its cases.

~~(b) (f) At the conclusion of each hearing, the Special Magistrate board shall issue findings of fact, based on evidence of record and conclusions of law, and its his or her order shall provide relief consistent with F.S. ch. 162. Each finding shall be by motion approved by a majority of those members present and voting. In order for an action to be official, at least four members of the board must vote for the action. The order may include a notice that it must be complied with by a specified date, and that a fine may be imposed if the order is not complied with by that date.~~

~~(c) (g) A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the board Special Magistrate shall issue an order acknowledging compliance which shall be recorded in the public records. A hearing is not required to issue such an order acknowledging complianes. No hearing is required therefor.~~

~~(d) No Special Magistrate shall have authority to compromise, or reduce the amount owed incident to a recorded effecting a lien. Jurisdiction regarding compromise or reduction of such a lien vests with the City Commission.~~

SECTION 10. POWERS OF SPECIAL CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED. City Code Sec. 2-508 Powers of special magistrate is amended.

Sec. 2-508. Powers of code enforcement board and special magistrate.

- (a) The City code enforcement board Special Magistrate shall have the power to:
 - (a) (1) Adopt rules for the conduct of the hearings ~~it he or she~~ holds pursuant to F.S. ch. 162.
 - (b) (2) Subpoena alleged violators and witnesses to its hearings. Such subpoenas may be served by the City's police department or by the Sheriff of the County.
 - (c) (3) Subpoena evidence to its hearings.
 - (d) (4) Take testimony under oath.
 - (e) (5) Issue orders following a hearing, which orders shall have the force of law and which orders shall set forth the steps necessary to be accomplished in order to bring a violation into compliance with the code or ordinance that has been violated.

~~(b) — A special magistrate shall have the power to conduct a hearing and take testimony under oath in any case in which the board has previously (1) found that one or more violations of the codes or ordinances of the city exist, (2) entered an order requiring compliance by a specified date, and (3) provided that a fine may be imposed for each day thereafter that the violation continues past the date set for compliance. A special magistrate shall not hear or decide a case that does not meet these requirements. In each such case, following the hearing, the special magistrate may impose a fine at the daily rate set by the board or at a lesser daily rate for each day that the violation is found by the special magistrate to continue past the date set for compliance, and may certify a lien securing such fine, as provided in section 2-509.~~

(c) The Special Magistrate may, in the alternative, defer the imposition of a fine and may defer certification of a lien securing such fine for a reasonable time necessary to correct the violation.

SECTION 11. FINE, LIEN AND FORECLOSURE AMENDED. City Code Sec. 2-509
Fine, lien and foreclosure is amended.

Sec. 2-509. Fine, lien and foreclosure.

(a) Upon being notified by the code inspector that a previous order issued by the board has not been complied with within the time established in such order or, upon finding that a repeat violation has been committed, ~~the board or the special magistrate~~ may order the violator to pay a fine to the city in an amount specified in this section for each day the violation continues past the compliance date established in its order or, in the case of a repeat violation, for each day the repeat violation continues past the date of notice to the violator of the repeat violation. Notice of the hearing at which the imposition of a fine and certification of a lien will be considered shall be provided to the violator in the manner provided by section 2-511. If a finding of a violation or repeat violation has been made as provided in this article, a hearing shall not be necessary for issuance of the order imposing the fine.

(b) Any fine ~~the board~~ Special Magistrate imposes pursuant to this section shall not exceed \$250.00 per day for a first violation or \$500.00 per day for a repeat violation. In determining the amount of the fine, if any, the board shall consider the following factors: (1) the gravity of the violation; (2) any actions taken by the violator to correct the violation; and (3) any previous violations committed by the violator. The board Special Magistrate or the special magistrate may subsequently reduce any such fine so imposed, but has no authority to compromise or reduce a fine that is subject of a recorded lien.

(c) A certified copy of an order imposing a fine may be recorded in the public records of the county, and thereafter such order shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a judgment of a court except for enforcement purposes.

(d) A fine imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first.

(e) After three months from the filing of any such lien which remains unpaid, the ~~code-enforcement board or the special magistrate~~ may authorize the City Attorney to foreclose on such lien or to sue to recover a money judgment for the amount of the lien plus accrued interest in the manner provided by statute for the foreclosure of other municipal liens and the collection of liens. No lien created pursuant to the provisions of this chapter may be foreclosed on real property which is a homestead under art. X, § 4 of the State Constitution.

SECTION 12. APPEAL AMENDED. City Code Sec. 2-510 Appeal is amended.

Sec. 2-510. Appeal.

Any aggrieved party, including the City Commission ~~local governing body~~, may appeal a final administrative order of the ~~city code enforcement board or the~~ Special Magistrate to the circuit court of the county as provided by F.S. § 162.11. Such an appeal shall not be a hearing created de novo, but shall be limited to appellate review of the record created before the enforcement board. The appeal provided for herein shall be filed within 30 days of the execution of the order to be appealed.

SECTION 14. INCORPORATION INTO CODE OF ORDINANCES. This Ordinance shall be incorporated into the City of Quincy Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 15. SEVERABILITY. Each separate section of this Ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 16. EFFECTIVE DATE. This Ordinance will take effect immediately upon its adoption by the City Commission of the City of Quincy, Florida, and the signature of the Mayor.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS _____ DAY OF _____, 2014.

APPROVED:

Keith A Dowdell Mayor and Presiding
Officer of the City Commission and of
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy and
Clerk of the City Commission thereof

ORDINANCE NUMBER 1061-2014

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA RELATING TO THE ANNEXATION OF CONTIGUOUS PROPERTY TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR ANNEXATION AND LEGAL DESCRIPTION; PROVIDING FOR A MAP OF ANNEXED AREA; PROVIDING FOR ZONING AND LAND USE; PROVIDING FOR COMPLIANCE WITH LAW; PROVIDING FOR FILING; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 166.021, Florida Statutes, and Section 171.044, Florida Statutes.

SECTION 2. ANNEXATION AND LEGAL DESCRIPTION. The property described below which is situated in Gadsden County, Florida, compact and contiguous to the City of Quincy, Florida, is hereby annexed to the City of Quincy and the City of Quincy's boundary lines shall be redefined and hereby amended to include such property within its City limits, to wit:

Begin at the old iron pipe marking the north-west corner of Section 25, Township 2 North, Range 4 West, Gadsden County, Florida, and run thence South 01 degree 01 minutes 53 seconds East along the west boundary of said Section 25 and an old fence line 526.72 feet to a concrete monument, thence North 88 degrees 46 minutes 51 seconds East along an old fence line 1591.49 feet to a point on the Westerly boundary of the 100.0 foot right-of-way of State Road 267, said point lying on a curve concave to the Westerly, thence North-easterly along said right-of-way curve with a radius of 3769.83 feet, through a central angle of 07 degrees 24 minutes 50 seconds, for an arc distance of 487.80 feet (the chord of said arc being North 05 degrees 52 minutes 28 seconds East 487.46 feet), thence leaving said right-of-way boundary run South 88 degrees 43 minutes West 771.95 feet, thence North 42.20 feet to a point on the South boundary of property described in Deed Book "X", page 187 and Deed Book "BB", pages 290-291 of the Public Records of Gadsden County, Florida, thence South 88 degrees 53 minutes 20 seconds West along the South boundary of the aforementioned property 218.90 feet, thence North 01 degree 06 minutes 40 seconds West along the West boundary of the aforementioned property 330.0 feet, thence North 88 degrees 53 minutes 20 seconds East along the North boundary of the aforementioned property 225.30 feet, thence North 1043.53 feet, thence West 1197.10 feet to a point on an old fence line, thence South 01 degree 28 minutes 11 seconds West along said old fence line 94.75 feet to a fence corner, thence South 89 degrees 56 minutes 39 seconds West along an old fence line 976.53 feet to a fence corner,

thence South 00 degrees 22 minutes 04 seconds West along an old fence line 1297.47 feet to a fence corner, thence North 89 degrees 53 minutes 27 seconds East along an old fence line 1305.65 feet to the Point of Beginning, containing 84.5 acres, more or less.

II A - All of the Northeast quarter of Section 26, in Township 2 North, Range 4 West. Also all of the Northwest quarter of Section 25, saving and excepting therefrom that tract or parcel of land sold and conveyed by P. W. White to E. R. Shelfer by deed dated January 30th, 1919, and recorded in Deed Book EF at pages 262 to 267, Public Records of Gadsden County, Florida, described as follows, to-wit: Begin at the Northwest corner of Section 25, and run East 25.89 chains to public road, thence South 11 degrees West 8.15 chains along said road, thence West 24.23 chains to West boundary line of said Section 25, thence North 8 chains to the point of beginning, containing 20 acres, more or less, and further saving and excepting therefrom that tract or parcel of land sold and conveyed by J. W. Woodward and his wife, to John Smith Et Al, as trustees of Shilo Primitive Baptist Church by deed dated July 29, 1921 and recorded in Deed Book II at page 123, Public Records of Gadsden County, Florida, described as follows, to-wit: Begin at a point where the Quincy and Carrabelle road crosses the half section line of Section 23 and run East along said half section line 329', thence North parallel with said road 93', thence West 329', thence South forty down said road 93' to the point of beginning, all in Township 2 North, Range 4 West.

Also all of the West half of the Northeast quarter of Section 23, in Township 2 North, Range 4 West.

Also all of the Southeast quarter of Section 25, in Township 2 North, Range 4 West.

Also all of the East half of the Southwest quarter of Section 25 saving and excepting therefrom that tract or parcel of land sold and conveyed by John W. Woodward and his wife, to Fred Spooner by deed dated November 19, 1929, and recorded in Deed Book XX at page 90 and 91, Public Records of Gadsden County, Florida, described as follows, to-wit: That part of the Southeast quarter of the Southwest quarter of Section 25 lying South and West of Public Road leading from Quincy, Florida, to Cross Roads, more particularly described as beginning at the Southwest corner of said Southeast quarter of Southwest quarter of said Section 25 and run East 292' to center of road, thence North 39 degrees and 26 minutes West 459.7', thence South 355' to the point of beginning, 1.19 acres more or less, all in Township 2 North, Range 4 West, being the same parcel as purchased from KANTIPPI WOODWARD, and her husband, JOHN W. WOODWARD, on 25 June 1930; recorded in Deed Book XX, page 395.

Also known as Tract II A, Gadsden County, as shown on attached University of Florida Drawing No. D-335, marked Exhibit "B", attached hereto and made a part hereof by reference.

II B - The West half of the Southeast quarter and the East half of the Southwest quarter of Section 26, Township 2 North of Range 4 West, and;

Begin at the Northwest corner of the East half of the Northwest quarter (or Lot 2) of Section 35, and thence run South 53 chains to Forbes Purchase line, thence Northeasterly along said Forbes Purchase line to the point where said line intersects the East line of the West half of the Northeast quarter of said Section 35, thence North along the line last

mentioned to the North boundary line of said Section 35, thence West 40 chains to the point of beginning; all being in Section 35, Township 2 North, Range 4 West.

Begin on the Northern boundary line of that certain lot known and designated and described as lot 37 according to McNeil's Little River Survey of Fishes Purchase, at a point where the public road intersects said Northern boundary line, thence run along center of said public road in a Southwesterly direction 25', thence Northwesterly direction to an iron stake located on the North boundary line of said lot 37, thence Northeastly direction with the meanderings of said North boundary line of said lot to the point of beginning.

Also, a strip of land 25' in width extending from the public road to the farm now owned and occupied by the said Eas J. Bruce, the said strip being bounded on the South by the fence lines as at present located between the land of the said C. E. Perry and that lately owned by T. R. Smith, deceased; being the same parcel as purchased from REBECCA M. BRUCE and JOHANNA BRUCE, unmarried, on 13 March 1945; recorded in Deed Book 555, page 382.

Also known as Tract B, Gadsden County, as shown on attached University of Florida Drawing No. D-315, marked Exhibit "B", attached hereto and made a part hereof by reference.

11 C - The East half of Lot 3 in Section 35, Township 2 North of Range 4 West, being the same parcel as purchased from REBECCA M. BRUCE and JOHANNA BRUCE, unmarried, on 13 March 1945, recorded in Deed Book 79, page 342.

SECTION 3. MAP OF ANNEXED AREA. The property annexed is specifically set forth in the map marked as Exhibit "A", attached hereto and made part hereof by reference.

SECTION 4. ZONING AND LAND USE. Pursuant to general law, the property hereby annexed was subject to Gadsden County land development, land use plan, zoning and subdivision regulations which still remain in full force and effect until rezoned by the City of Quincy to comply with the comprehensive plan.

SECTION 5. COMPLIANCE WITH LAW. The property shall be subject to all of the laws, ordinances and regulations in effect in the City of Quincy upon the effective date of this Ordinance.

SECTION 6. FILING. Upon passage, the City Clerk is directed to file a certified copy of this ordinance with the Clerk of Circuit Court of Gadsden County, the Chief Administrative Officer of Gadsden County and with the Florida Department of State, within 7 days after adoption of this ordinance, as directed by general law.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City of Quincy City Commission and signature of the Mayor.

INTRODUCED IN OPEN SESSION OF THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA THIS 25 DAY OF MARCH 2014.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS ___ DAY OF _____, 2014.

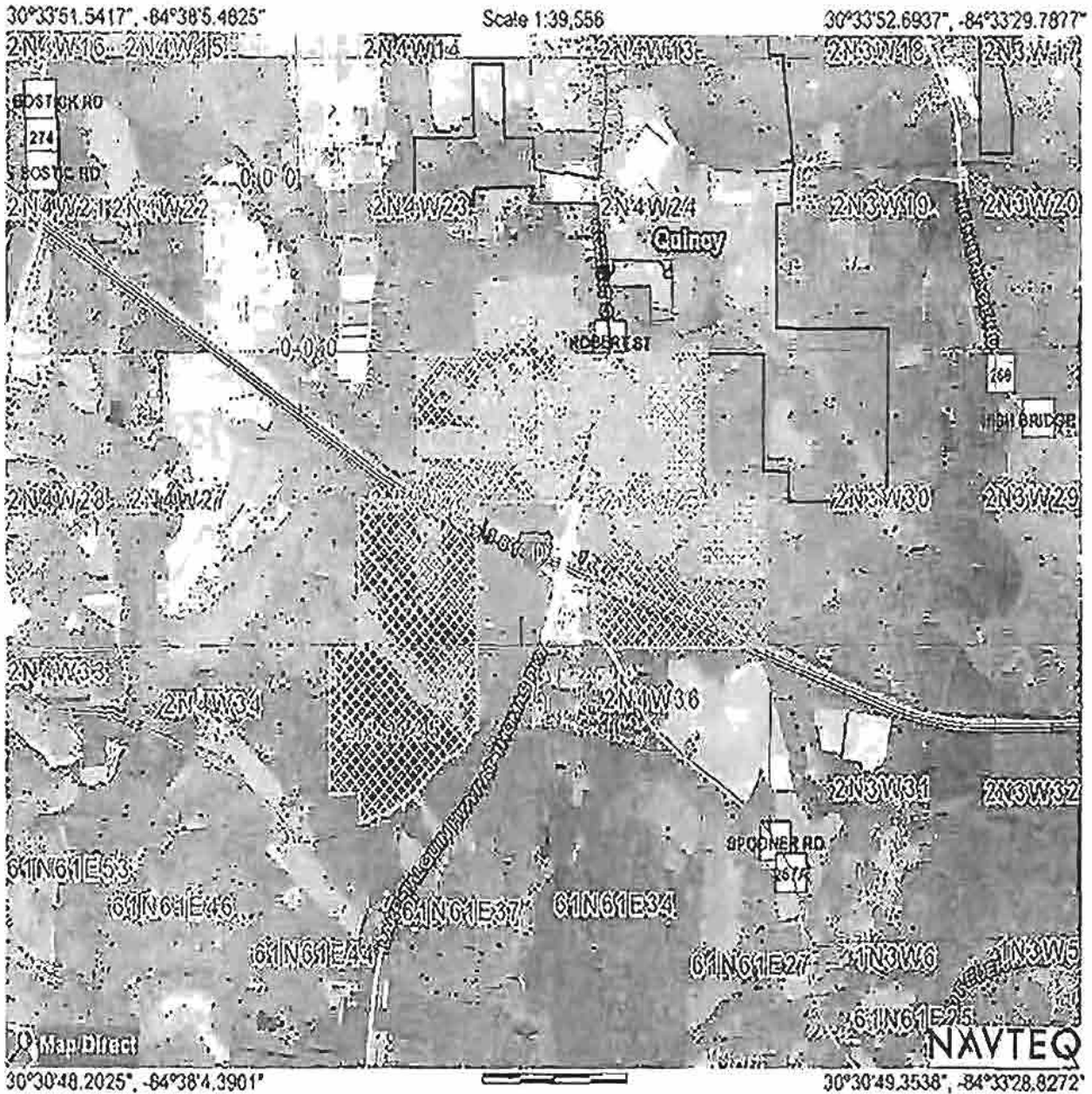
APPROVED:

Keith A Dowdell, Mayor and Presiding
Officer of the City Commission and of
City of Quincy, Florida

ATTEST:

Sylvia Hicks, City Clerk

EXHIBIT A
MAP OF UNIVERSITY OF FLORIDA (IFAS) PROPERTY
ANNEXED INTO THE CITY OF QUINCY, FLORIDA



Note: The hatched area shows the annexed property

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: April 8, 2014

Date Submitted: April 1, 2014

To: Honorable Mayor and Members of the City Commission

From: Mike Wade, Interim City Manager
Bernard O. Piawah, Director, Building and Planning

Subject: Resolution Requesting the Closure of Certain Roads for Quincy Fest 2014

Statement of Issue:

This agenda item is intended to inform the Commission of the upcoming Quincy Fest event that is scheduled for Saturday, May 3, 2014. The City has traditionally held Quincy Fest as an event for families to get together and enjoy the spring season, and this year will not be an exception. It is a one-day event to be held on the Courthouse Square and will feature live blues music and barbecue. Last year, it was a two day event involving Cinco De Mayo on Friday and Quincy Fest on Saturday. However, the budget for Quincy Fest this year is \$13,000.00, which is not large enough for hosting a two-day event. The organizers of the 2014 Quincy Fest event will ensure that the expenses do not exceed the budgeted amount.

Hosting the event on the Courthouse Square requires permission from the County for the use of the Square, and authorization from the Florida Department of Transportation (FDOT) to close the surrounding roads. The City's staff is seeking the approval of the attached Resolution Number 1314-2014 that will be sent to FDOT requesting for temporary road closing for the 2014 Quincy Fest event.

Options:

- Option 1: Vote to approve Resolution Number 1314-2014 for Temporary Road Closing for 2014 Quincy Fest Event.
- Option 2: Do not vote to approve Resolution Number 1314-2014.

Staff Recommendation:

Option 1

Attachment:

Resolution Number 1314-2014 and associated attachments.

RESOLUTION No. 1314-2014

A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY FOR THE TEMPORARY ROAD CLOSING FOR THE 2014 QUINCYFEST EVENT

WHEREAS, The City of Quincy has requested the closing of certain roads for its 2014 QuincyFest Celebration to be held Saturday, May 3rd, 2014.

WHEREAS, The City of Quincy has determined that said road closings are necessary in order for the Quincy Fest event to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the city of Quincy does hereby authorize and permit the temporary closing of the following State/County and City Road;

And on Saturday, May 3rd, 2014 beginning at 6:00am,

- North Adams Street between the intersections of US Highway 90 and King Street,
- North Madison Street between the intersections of US Highway 90 and King Street,
- Franklin Street between the intersections of Monroe Street and Duval Street, and
- Washington Street between the intersections of Monroe Street and Duval Street will be closed until 8:00pm.

PASSED in open session of the City Commission of the City of Quincy, Florida
on the ____ day of _____, A.D., 2014

Keith A. Dowdell, Mayor
Presiding Officer of the City Commission and
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of City of Quincy and
Clerk of the City Commission thereof

TANYARD CREEK AMPHITHEATRE



Rental Information, Rules and Regulations

I. RESERVATION PROCEDURES:

a) The Amphitheatre welcomes community groups, civic groups, non-profit organizations, private groups, for-profit organizations, promoters and renters, use of the Tanyard Creek Park for the promotion of the arts, music, civic, business, social and recreational (Activity)¹, while also hosting its own in-house shows and festivals, capable of hosting crowds of up to 4,500. Information regarding rental of the Amphitheatre may be obtained by contacting the Parks and Recreation Department (888) 618-0030 x2295 during regular business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday.

b) Amphitheatre usage is by permit only, unless otherwise designated by the City.

c) The use of the Amphitheatre is determined on a first come, first serve basis and may be booked one (1) year in advance. Dates will not be "reserved" and reservations are not confirmed until the Agreement is completed and signed by the Lessee and received by the City and all appropriate fees have been paid.

d) The Lessee shall be represented by an organization and the CEO, President or other similar officials must be on-site during the Activity. Failure to comply could result in the forfeiture of the Activity.

e) Any reservation for which a rental fee is involved, the rental fee must be paid in advance of Activity. Additional charges will be assessed for property damages and extended occupancy periods. The Lessee shall pay all charges in excess of the deposit within a reasonable amount of time once damage estimates have been made. If Lessee violates any of the terms or conditions of

¹ Car shows are not included in the Activity definition.

the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. See deposits and refunds.

II. RENTAL FEES:

Rental fees are established and approved by the City Commission. The base rental rate covers a ½ day, or a full day of usage for each scheduled Activity. If additional time is necessary for the Activity, that time will be charged on an hourly basis.

Rental fees for the Amphitheatre shall be determined by the classification of the reserving party. All parties wishing to rent the Amphitheatre shall be classified by one of the following:

City Sponsored: A city sponsored or co-sponsored Activity is an activity, in which the city provides financial support, directly or indirectly, that further the city's strategic vision or mission. Direct financial support can be in the form of fee waivers or interdepartmental reimbursement of incurred expenditures. Indirect financial support can be in the form of in-kind contributions. Additionally, to be denoted a city sponsored or co-sponsored Activity, the Activity shall meet all of the criteria listed below,

1. The Activity takes place on city-owned property or requires additional city services.
2. Activity organizers must prepare a statement that demonstrates the economic benefit and fiscal cost of the event to the city or county or region. The economic benefit statement should include the purpose of the Activity; number of participants and the percent of participants that are local; whether the focus is on youth; and how the Activity is benefited from City sponsorship.
3. Participants or attendees of the Activity must be local or regional.
4. The Activity is focused on the youth and/or community/civic educational opportunities.
5. The Activity recognizes the City of Quincy as a sponsor.
6. The event creates a positive image of Quincy as a leader in the state, region and nation through partnerships with the community to host an Activity that foster the city's core mission(s).

Private Activity: Private events are those that restrict the general public's access to the amphitheatre site, by either physical barriers or by personnel, or Activity that is permitted to erect such barriers, or otherwise restrict the general public, such as weddings, reunions, company picnics, etc. This shall be a rental where the public is generally not invited and the Activity is not advertised.

Promotional/Commercial Activity: Promotional / Commercial Activity shall mean those Activities that seek to promote, advertise, or introduce a personality, talent, a product, corporation, company or other commercial entity to either the general public or to a portion of the general public and/or where there is a charge for admission fees on or off the premises, or the selling of merchandise on the premises.

Professional Promotional Activity: Professional Promotional Activity is an Activity, that in the sole discretion of the City Commission, brings professional level artists, musicians, singers and other talent, who have attained national or regional prominent to the general public or to a

portion of the general public and/or where there is a charge for admission, fees on or off the premises, or the selling of merchandise on premises.

The Activity pricings for the above classification are contained in Exhibit 1 to this document.

2. Additional Activity Hours: If Lessee determines that the Activity will take more than the base rental, an additional fee of fifty dollars (\$50) will be assessed per each additional hour of Activity use.

3. Service Personnel Fees (staff costs): In addition to the base rental fee, some rentals may require the use of additional Amphitheatre staff/service personnel. These fees are based on twenty-five dollars (\$25/hr) per staff person; however, the amount of staff and hours needed, will vary depending on the type of Activity.

4. Security: Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and/or Private Security to be present before, during and after the said Activity, if in the opinion of City Management security is required. Private Security firm must be licensed and approved by City of Quincy Police Department. The City reserves the right to and shall have the authority to stipulate a reasonable number of officers which it deems to be necessary for a particular Activity so as to ensure the safety of the public, the premises and the Amphitheatre at all times during which the Amphitheatre is used and occupied by Lessee.

5. Merchandise/Souvenir Sales: Lessee shall obtain a vendor's permit from the Clerk's Office at a cost of \$50.00. Other vendors are required to obtain permits if on the premises during the event.

III. DEPOSITS:

- 1. Damage Deposit:** Lessee agrees to pay a damage deposit in the amount equal to 1/2 the base rent.

All deposits and/or fees must be paid in cash, credit card, money order, or certified check.



Rules & Regulations

I. Refunds:

a. Refunds of fees and deposits require advance written notice of cancellation sixty (60) days or more prior to actual date. Advanced payments may be credited to a future date, as long as the schedule permits the Activity to be rescheduled within the same calendar year. Cancellation notice of less than sixty (60) days of scheduled Activities will result in forfeiture of all deposits and rental fees.

b. Approval of the Agreement will be granted with the understanding the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event that the Amphitheatre becomes unavailable due to physical conditions.

c. Refunds will not be issued due to rain or any other weather condition. However, if the Activity is cancelled due to weather prior to the scheduled date of the Activity, the City will work with the Lessee to reschedule the Activity, as long as the schedule permits the Activity to be rescheduled within the same calendar year. Notwithstanding the foregoing, the City has the right to terminate an activity due to inclement weather that poses a hazard to guests, performers, staff or amphitheatre.

d. Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.

e. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitations, the right to recover court costs and attorney fees.

2. Rental Fees/Deposits:

See Amphitheatre Rental Rates

II. General Information/Rules:

1. **Confirmed Reservations:** All oral agreements for use of the Amphitheatre shall be void. All reservations must be confirmed with the completion of the Agreement and payment of all appropriate fees.

2. **Abusing Policies:** The City Commission reserves the right to refuse any group the privilege of using the Amphitheatre due to abusing policies of the Amphitheatre or City. In addition, any group charged with a second occurrence of abuse may be barred from any future reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

3. Conduct/Behavior:

a) The City through its representatives, agents, and employees, reserves the right to control all Activities at the Amphitheatre and to eject any person(s) who is/are objectionable and acts contrary to the rules and regulations.

b) The City through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the Activities of the applicant or other patrons of or visitors to the Amphitheatre is endangered by the continuation of such Activity.

c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.

d) Lessee is responsible to see that all Activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.

e) Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

f) Lessee agrees that all performers' conduct will give due regard to, and be within bounds of, the public conventions and morals. The entertainer shall not, either while rendering such services to the producer or in his private life, commit an offense involving moral turpitude under Federal, State or Local Laws or Ordinances. The act shall not do or commit any act or thing that will tend to degrade him in society or bring him into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency.

4. **Lessee's Property:** The City shall assume no responsibility for any property placed on or in the Amphitheatre or other park facilities and grounds. Furthermore, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Amphitheatre, park facilities and grounds.

5. **Weather:** It will be the responsibility of the Lessee to make provisions for rain or severe weather. However, the City has the right to terminate an Activity due to inclement weather that could pose a hazard to the guests, performers, staff or the Amphitheatre.

6. **Laws and Ordinances:** All groups using the Amphitheatre shall comply with all laws; Federal, State, County or Local, including all Ordinances of the City of Quincy and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any group using the Amphitheatre shall agree to abide by and conform to all rules and

regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

7. Anti-Discrimination: Discrimination by the Lessee, its agents or employees, on account of age, race, color, religion, sex or national origin, in the use of or admission to the premises is prohibited.

8. Defacement of Facility: No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Amphitheatre without special permission from the City Manager. Any group using the Amphitheatre agrees to leave the premises in as good of condition as it was prior to their usage. It is also understood by all groups bound by the Agreement that all or part of their deposit will be held should Lessee not comply with this policy.

9. Amphitheatre Curfew: Due to the location of the facility and the importance of maintaining a positive relationship with our neighbors, all activities at the Amphitheatre may not begin until 8:00 a.m., and must end by 10:30 p.m. on Friday and Saturday (and Holidays), and 6:00 p.m. Sunday through Thursday. The Lessee and his/her guest shall vacate the premises no later than 1:00 a.m. on Friday and Saturday (Holidays), and 12:00 p.m. Sunday through Thursday.

10. Copyrights/Royalty Fees: Lessee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Lessee's Activities under the Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Lessee warrants that all programs, performances, concerts, etc., to be performed under the Agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Lessee further agrees to indemnify and hold harmless, The City of Quincy, its agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

11. Noise/Sound Ordinance: Sound levels at the Amphitheatre are not to exceed those levels established by the City. Monitoring of sound levels may be taken periodically throughout the Activity as well as during set-up. The City has established a noise control policy for the Amphitheatre. Should sound levels exceed the established level, or cause a disturbance as deemed by the Police Department, City representative will direct that the volume be turned down, failure to comply with such a direction shall be cause for fines, termination of the Activity and forfeiture of deposit and rental fees. The maximum allowable noise level for concerts will be 96 decibels recorded at the Top Tear Seating area.

12. Containers, Ice-Chests, Outside Food and Drinks, Smoking, and Pets: Amphitheatre Rules prohibit containers, ice-chests or outside food and drinks from being brought into the Amphitheatre during certain Activities. If the City representative determines that ice chests and picnic baskets are allowed into the Amphitheatre, all coolers must be 48 quarts or smaller. No glass bottles will be permitted. Pets and Smoking are not permitted within the Amphitheatre, except seeing eye dogs. The CRA will provide concessions at all City Sponsored and Co-sponsored events. Events requesting vendors shall get prior approval by the Recreation Director or his/her designee. Each vendor will be required to fill out a vendor contract. Vendors will be required to submit proof of Insurance, all necessary permits and a payment of \$150.00, plus \$25.00 to the City of Quincy Clerk's office.

13. Security: The Amphitheatre is an open-air, unsecured, public facility. The City is not responsible for restricting access during Activities. In the event the City determines that security is required, Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and/or private security approved by City Staff to be present at least (1) hour prior to Activity. The City shall contact the Police Department to schedule the officers. The Lessee shall directly pay the officer in charge upon arrival of shift on the day of the Activity.

14. Clean Up: Lessee must load out and shall vacate the premises no later than 1:00 a.m. on Friday and Saturday (and Holidays), and 9:00 p.m. Sunday through Thursday, unless prearranged in writing. Any items left will result in an additional day rental charge.

a. Personal Property- Lessee must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, tents, etc.). This includes personal property owned by the Lessee, as well as property borrowed or leased. If available, Lessee may rent the use of the storage room to store equipment overnight.

b. Trash- Lessee is responsible for the collecting and bagging of all paper, trash and debris resulting from their use of the Amphitheatre and understands that if such clean up is not completed immediately following the Activity, the City reserves the right to remove all personal property, paper, trash, and debris and to withhold a fee of forty dollars (\$40) per hour from Lessee's deposit to cover cost of such services (minimum charge \$40).

A number of trash containers, will be provided by the Parks and Recreation Department and are located throughout the Amphitheatre. All excess trash and/or bulk items that will not fit into the trash containers shall be emptied/disposed into large trash bins/dumpsters located at the Amphitheatre's parking lot, until full (trash bin lid must close completely). Additional debris must be removed by the Lessee.

15. Equipment: All equipment and decorations used in conjunction with an Activity at the Amphitheatre must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. Any equipment other than the basic "house equipment" needed for the Activity must be provided by the Lessee. If "house equipment" is used, it must be returned in the same condition as rented. Failure to comply with this policy will result in a charge for replacement or repair of equipment.

16. Turf Areas: The Amphitheatre features an underground irrigation/sprinkler system to keep the turf in top condition. To protect the underground water lines and sprinkler heads, (i.e. driving stakes, fence posts, flags, etc.) is not allowed. The placement of equipment in lawn areas (i.e. risers, platforms, tables, speakers, lights, chairs, etc.) is not allowed without the expressed written consent of the Parks and Recreation Director or his/her designee. Fees for damage will vary depending on the specific damage.

17. Parking: Parking is available off of Martin Luther King Blvd in the adjacent football field and the empty field on the South side of Martin Luther King Blvd.

18. Promotions/Advertising: Promotions/advertising and announcements shall not be made public prior to approval of the Agreement by the Parks and Recreation Department. Tickets will not be sold prior to approval of the Agreement. The Lessee and/or promoter shall include a statement of Amphitheatre rules prohibiting containers, ice-chests and outside food and drinks on

all advertisements for their Activity if such are prohibited at the Activity. All visual media will also include where parking has been approved.

19. Insurance Requirements: When appropriate, the Lessee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled on a case-by-case basis. If required, the insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Florida will be accepted. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured along with an endorsement page two weeks prior to the Activity.

The City will not be liable for any claims for injury or damages resulting from or arising out of the use of the Amphitheatre or premises adjacent thereto and the Lessee agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses.

If requested by the City, the Lessee shall carry the following standard insurance policies along with their respective minimum coverage amounts required:

a) Commercial General Liability Policy:

- General aggregate of \$2,500,000 and
- Minimum of \$500,000 per occurrence
- Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196)
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.

The following are general requirements, which are applicable to all policies:

- 1) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- 2) Claims-made policies will not be accepted.
- 3) The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.
- 4) Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City prior to the scheduled Activity usage.

20. **Lessee's Release and Hold Harmless.** In consideration of being permitted to rent the Amphitheatre for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the premises by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."

All Amphitheatre rules are subject to the discretion of the City. The City reserves the right to modify or waive any rules as it deems necessary and in the best interest of the City.

Failure to comply with Amphitheatre rules as well as the City's Park rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fees/deposits, and forfeiture of the right to use the Amphitheatre in the future. Permits are revocable at any time for violation of rules, ordinances, Federal, State, County or Local Laws.

City Sponsored Pricing

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	Subject to Commission Decision
Weekends (Fri., Sat., Sun.) Holidays	Subject to Commission Decision

Private Activity Pricing

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	8 am - 2 pm \$490 2 pm - 8 pm \$490 8 am - 8 pm \$950 Deposit 1/2 of base rental
Weekends (Fri., Sat., Sun.) Holidays	8 am - 2 pm \$550 2 pm - 8 pm \$550 8 am - 8 pm \$1100 Deposit 1/2 of base rental

Promotional/Commercial Activity

Amphitheatre	Pricing
Weekdays (Monday-Thursday)	8 am - 2 pm \$700 2 pm - 8 pm \$700 8 am - 8 pm \$1400 Deposit 1/2 of base rental
Weekends	8 am - 2 pm \$800

(Fri, Sat, Sun) Holidays	8 am - 3 pm \$800 3 pm - 8 pm \$600 Deposit 10% of base rental
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Professional Promotional Activity

Amphitheater Pricing	
Weekdays (Monday-Thursday)	8 am - 3 pm \$800 3 pm - 8 pm \$600 Deposit 10% of base rental
Weekends (Fri, Sat, Sun) Holidays	8 am - 3 pm \$1000 3 pm - 8 pm \$800 Deposit 10% of base rental

TANAYARD CREEK AMPHITHEATRE CONTRACT



Exhibit A

THIS PERMIT AGREEMENT ("Agreement"), made and entered into this 24th day of March, 2014, by and between the City of Quincy by and through its authorized representative, herein referred to as (the "City") and North Florida Educational Development Corp., a (n) (individual) (the "Lessee").

WITNESSETH:

WHEREAS, the City is the owner and operator of the facility known as "Tanyard Creek Park Amphitheatre" herein referred to as ("Amphitheatre") located in the City of Quincy, FL; and

WHEREAS, The City desires to make available said Amphitheatre on a rental basis for non-city sponsored, co-sponsored and sponsored event(s) for the purpose of the promotion of the arts, music, civic, business, social and recreational activities that have socially acceptable value for the enjoyment of the citizens and visitors of the Community, herein referred to as ("Activity/Activities"), and

NOW THEREFORE, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

I. LESSEE INFORMATION

LESSEE

Lessee (Name of Company, Corporation, Organization or Individual):

North Florida Educational Development Corporation

Address:

P. O. Box 550, Gretna, Florida 32332

Phone: (H) _____ (W) 850-856-5025 (C) 850-933-9404
(Fax) 850-856-9268

Contact Name(s): Carolyn Ford Phone: 850-627-2417

Phone: _____

E-mail address: bossNFEDC@gmail.com

II. ACTIVITY INFORMATION

CLASSIFICATION

All Activities at the Amphitheatre shall be classified as one of the following; City Sponsored, Private/Commercial Activity, Promotional/Commercial Activity, and Professional Promotional Activity. See Classification Information as outlined in Rules and Regulations. This Activity will be classified as a _____ Activity and for no other purposes without the written consent of the City.

ACTIVITY

Activity - Full description and/or name of show, function or activity for which the facility is to be rented, including name of principal performer/activity (use reverse side if additional space is needed).

Mother's Day Concert

Our goal is to support a summer program called The CDF Freedom School, which provides high-quality academic enrichment for Gadsden County children and their families. The program is designed to boost student motivation to read, generate positive attitude toward learning, and connect the needs of children and families to resources in their communities. All children will have the opportunity to attend this program at no charge to families

Name and location of auditorium(s), facility(s) and/or hall(s) which have previously been leased by applicant:
Kelly-Campbell Center - Cooper Street

Estimated number of: Spectators _____ Performers (acts) _____

DATES/TIMES

Day(s) of Activity: _____ May 10, 2014 _____

Activity/Event Begins: May 10, 2014 **Activity/Event Ends: May 10, 2014**

Promotions Set-up Date: May 10, 2014 **Promotions Set-up Time: 10:00 a.m.**

Promotions Take Down Date: May 10, 2014 **Promotions Take Down Time: 10:00 p.m.**

Lights/Sound Set-up Date: May 10, 2014 **Lights/Sound Set-up Time: 1 p.m.**

Lights/Sound Take Down Date: May 10, 2014 **Lights/Sound Take Down Time: 10:00 p.m.**

Performer/Activity Load in Date: May 10, 2014 **Performer/Activity Load In Time: 3 p.m.**

Performer/Activity Load out Date: May 10, 2014 **Performer/Activity Load out Time: 10:00 p.m.**

Vendor Set-up Date: May 10, 2014 **Vendor Set-up Time: 12:00 p.m.**

Vendor Take Down Date: May 10, 2014 **Vendor Take Down Time: 10:00 p.m.**

Traffic Control Set-up Date: May 10, 2014 **Traffic Control Set-up Time: 9:00 p.m.**

Traffic Control Take Down Date: May 10, 2014 **Traffic Control Take Time: 7 p.m.**

Gate Time Prep: _____ **Gates Open: _____**

Gate Time Close: _____ **Gate Take Down: _____**

Take Down Complete: _____

ACTIVITY DETAILS

Admission Fee Yes X No _____

Alcohol Sales: (licensed vendor only) Yes _____ No X

Alcohol Permitted (Spectators) Yes _____ No X

Donations Collected Yes X No _____

Food/Soda Sales Yes _____ No X

Food/Soda Permitted (Spectators) Yes _____ No X

Gated Event Yes X No _____

Live Music Yes X No _____

DJ Yes X No _____

Public Address Yes No

Merchandise Sales Yes No

Ticket Sales/Takers Yes No

Security Required Yes No

Volunteers Yes No

If having merchandise sales, what type of items do you plan to sell?

T-Shirts

If having admissions/ticket sales, what type of admissions/sales will take place?

None

Ticket/Donation Price(s): Advance _____
Gate _____
Other _____

EQUIPMENT DETAILS

Audio (Lessee) Yes No

Video System (Lessee) Yes No

Generators (Lessee) Yes No

Grill/BBO (Lessee) Yes No

Lighting (Lessee) Yes No

Display Screens (Lessee) Yes No

Visual Displays (Lenses)

Yes No

Tables (Lenses)

Yes No

Tables (Lenses)

Yes No

Chairs (Lenses)

Yes No

Trash Receptacles (Lenses)

Yes No

Trash Receptacles (Lenses)

Yes No

PROMOTION/ADVERTISING DETAILS

Patrons Activity providers:

Big Bend Area

Newspapers:

name(s) Gardner County Times, Talladega Democrat, Havana Herald

TV (stations)

WCTV, WTXL

Radio (stations)

96.7

Websites:

Festivals/Fairs (locations)

All over the Big Bend Area

Direct Mail

Merchants in the Big Bend

Other:

III. LEASE OF AMPHITHEATRE

The City hereby leases to the Lessee and the Lessee hereby leases from the City, and Amputheatre for Activity and according to the terms and conditions specified.

The City leases the Amphitheatre to the Lessee only for the above stated/described Activity. The Lessee may occupy the above stated/described Amphitheatre for the said Activity. Occupancy of the Leased Amphitheatre, the Lessee shall pay to the City the stated amount (s).

FEES AND DEPOSITS. Lessee hereby submits to the City and the City hereby acknowledges receipt of the following:

1. Lessee agrees to pay the sum of _____ Dollars (\$ _____) which Lessee agrees constitutes as a non-refundable security deposit at the time of reservation for the rental of the Amphitheatre for the above-stated purpose on the date(s) and time(s) indicated.
2. Lessee agrees to pay the sum of _____ Dollars (\$ _____), which Lessee agrees constitutes as a damage deposit for the Activity on the date(s) and time(s) specified above. The City agrees to return this damage deposit to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified.
3. Lessee agrees to pay the sum of _____ Dollars (\$ _____) directly to City of Quincy off duty police officers for security at the conclusion of the Activity.

PERMITS AND NOTICES. All permits and notices to the City regarding the Agreement shall be directed to: **CITY OF QUINCY, RECREATION DEPARTMENT, (850) 618-0030.** The Lessee hereby designates as contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual (if different than Lessee):

NAME: Carolyn Ford ADDRESS P.O. Box 550
CITY: Gretna STATE: Florida ZIP: 32332
HOME PHONE: 850-627-2417 BUSINESS PHONE: 850-856-5025
CELL 850-933-9404 E-MAIL bossNFEDC@gmail.com

COMPLIANCE WITH LAWS AND FACILITY RULES. The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheatre. Additionally, Lessee acknowledges receipt of the Amphitheatre Rental Rates, Rules and Regulations (the "Amphitheatre Rental Rates") attached as Exhibit A. The Lessee shall reimburse the City for all damage to the Amphitheatre and property arising from the Activity caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

CANCELLATION/REFUND POLICY. See Exhibit A for details pertaining to cancellation and refund policy.

LESSEE'S RELEASE AND HOLD HARMLESS. In consideration of being permitted to rent the Amphitheatre for the Activity, the Lessee agrees as follows:

"No liability either expressed or implied, will be incurred by the City of Quincy, its agents, servants, and employees, arising out of the use of the Amphitheatre by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the City of Quincy, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee, its agents, servants or employees, including any and all expenses, legal or otherwise, which may be incurred by the City of Quincy or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City of Quincy or its agents, servants or employees contributed to such injury or damage."

INSURANCE. At the City's discretion, Lessee will be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the Amphitheatre is rented. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured two weeks prior to the Activity. See Exhibit A for full requirements.

LESSEE'S REPRESENTATIONS. If a corporation/partnership, the Lessee represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Florida.

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Lessee of the Amphitheatre and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Quincy and Quincy Parks and Recreation Department in regards to the rental and/or use of the Amphitheatre and I agree to the above indemnification.

Lessee:
North Florida Educational Development Center

City of Quincy:

BY: Carolyn Ford

BY: _____

TITLE: Executive Director

TITLE: _____

DATE: March 24, 2014

DATE: _____

*NORTH FLORIDA EDUCATIONAL
DEVELOPMENT CORPORATION
(NFEDC)*

RESOLUTION 97-09

Authorizing the Executive Director, on behalf of the Executive Committee and the Full Board Of Directors of North Florida Educational Development Corporation, (NFEDC), to negotiate, transact legal business and signed legal documents for the organization (NFEDC).

WHEREAS, In a regular meeting of the Board of Directors of North Florida Educational Development Corporation (NFEDC), held February 17, 1997, and:

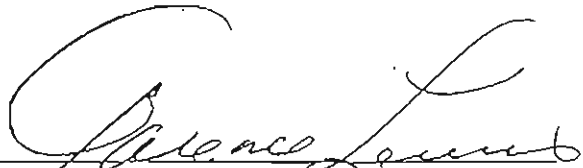
WHEREAS, A Quorum of the Board Members were present; and,

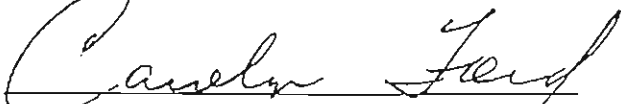
WHEREAS, on a motion by Vivian Kelly second by Alton Campbell.

WHEREAS, This resolution is to set forth as a legal document, approved by a Full Board of Directors and signed by its Chairman; and,

THEREFORE, be it resolved that the Board of Directors unanimously voted and passed this resolution dated this 17th day of February 1997.




CHAIRMAN, NORTH FLORIDA
EDUCATIONAL DEVELOPMENT
CORPORATION


EXECUTIVE DIRECTOR, NORTH FLORIDA
EDUCATIONAL DEVELOPMENT
CORPORATION

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: April 8, 2014
Date Submitted: March 4, 2014
To: Honorable Mayor and Members of the Commission
From: Jack L. McLean Jr., City Manager
Bernard O. Piawah, Director, Building and Planning
Subject: Request to Utilize Solely the Code Magistrate Process
for Code Violations

Statement of Issue:

This is a request for the Commission's directive to clarify the City's code regarding the use of the Code Magistrate process for addressing code violations in the City. The City's Code, Chapter 2, Section 2.502, provides for the use of the Code Enforcement Board and the Code Magistrate for the enforcement of code violations in the City. Utilizing the Code Enforcement Board and the Code Magistrate makes addressing code violations time consuming. In the past several years, the City has been utilizing the Code Magistrate process alone to address code violations because it is a simpler process which has resulted in greater compliance and a cleaner environment. The City's attorney has reviewed the process currently in place and came to the conclusion that it would be appropriate for the City to clarify the code by removing the use of the Code Enforcement Board and to rely solely on the Code Magistrate process for addressing code violations. The proposed revision removes all sections of Chapter 2 pertaining to the creation of, and functions of the Code Enforcement Board. Attached to this memorandum is a draft Ordinance proposing to amend Chapter 2 in order to accomplish the purpose of utilizing the code magistrate process only. The proposed Ordinance has not been advertised.

OPTIONS:

- Option 1: Direct Staff to draft the Ordinance and advertise it accordingly.
Option 2: Do not direct staff to proceed with drafting the Ordinance.

Staff Recommendation:

Option 1

Attachment: Draft Ordinance

ORDINANCE _____

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR DEFINITIONS AMENDED; PROVIDING FOR CODE ENFORCEMENT BOARD ABOLISHED; PROVIDING FOR BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED; PROVIDING FOR ATTENDANCE, REMOVAL FROM OFFICE REPEALED; PROVIDING FOR ORGANIZATION, EXPENSES REPEALED; PROVIDING FOR SPECIAL MAGISTRATE, APPOINTMENT, QUALIFICATION AMENDED; PROVIDING FOR ENFORCEMENT PROCEDURE AMENDED; PROVIDING FOR HEARING PROCEDURES AMENDED; PROVIDING FOR POWERS OF CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED; PROVIDING FOR FINE, LIEN AND FORECLOSURE AMENDED; PROVIDING FOR APPEAL AMENDED; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE ORDAINED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FL
THAT;

SECTION 1. AUTHORITY. The authority for this Ordinance is Section 166.021, and Chapter 162, Florida Statutes.

SECTION 2. DEFINITIONS AMENDED. City Code Sec. 2-501. Definitions is amended to read:

Sec. 2-501. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code means any of the several chapters of this Code or its ordinances on zoning and land development regulations or any other codes or technical codes of the city.

Code enforcement board secretary means the City Clerk or such other City employee as designated by the City Commission.

Code inspector means any authorized agent or employee of the City whose duty it is to ensure code compliance.

~~Enforcement board means the city code enforcement board appointed by the city commission.~~

Legal counsel means the City Attorney who shall represent the municipality and may present cases before the code enforcement board.

Repeat violation means a violation of a provision of a code or ordinance by a person whom the City's Special Magistrate or prior code enforcement board has previously found to have violated the same provision within five years prior to the violation.

Violator means the property owner or business entity occupying the premises or any combination thereof.

Special magistrate means an officer appointed as provided in this article who shall have the status and authority of ~~the board to the extent prescribed herein~~. a Code Enforcement Board pursuant to Florida Statute Chapter 162.

SECTION 3. CODE ENFORCEMENT BOARD ABOLISHED. City Code Sec. 2-502 Board Created, membership is repealed.

~~Sec. 2-502. Board Created, membership.~~

~~There is hereby created a city code enforcement board which shall be composed of seven members, all of whom shall be residents of the city.~~

SECTION 4. BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED. City Code Sec 2-503 Same Function; appointments, terms of office is repealed.

~~Sec. 2-503. — Same Function; appointments; terms of office.~~

~~(a) — The city code enforcement board shall have the power to conduct hearings relating to violations of codes and ordinances in force in the city. —~~

~~(b) — Appointments to the code enforcement board shall be made by the city commission on the basis of experience or interest in the subject matter jurisdiction of the board. The membership of the board shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.~~

~~(c) — The initial terms of members of the board shall be as follows: Two members shall be appointed for a term of one year each; three members shall be appointed for a term of two years each; and two members shall be appointed for a term of three years each.~~

~~(d) — Thereafter, appointments shall be for a term of three years. Members may be reappointed upon the concurrence of the city commission. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term of office.~~

SECTION 5. BOARD ATTENDANCE, REMOVAL FROM OFFICE IS REPEALED. City Code Sec. 2-504 Same -Attendance; removal from office is repealed.

~~Sec. 2-504. Same Attendance; removal from office.~~

- ~~(a) — Any member of the board who fails to attend two out of three successive meetings without cause and without prior approval of the chairman of the board shall automatically forfeit such appointment and the city commission shall promptly fill such vacancy.~~
- ~~(b) — The members of the board shall serve subject to the provisions of F.S. ch. 162 and may be suspended and removed for cause.~~

SECTION 6. ORGANIZATION, EXPENSES REPEALED. City Code Sec. 2-505 Same - Organization; expenses is repealed.

~~Sec. 2-505. — Same Organization; expenses.~~

- ~~(a) — At the first meeting of the board, the members shall elect one of the members to be chairman. The person so elected shall function as chairman for a one year term.~~
- ~~(b) — Four or more members of the board present at any meeting shall constitute a quorum in order for the board to conduct its business.~~
- ~~(c) — Members of the board shall serve without compensation but shall be entitled to be reimbursed for such mileage expenses and per diem expenses as the city commission may authorize.~~

SECTION 7. SPECIAL MAGISTRATES, APPOINTMENT, QUALIFICATIONS AMENDED. City Code Sec. 2-505A Special Magistrates; appointment, qualifications is amended.

Sec. 2-505A. Special Magistrates; appointment, qualifications.

- (a) The City Commission may appoint one or more Special Magistrates who shall have the authority to hold hearings, assess fines against violators of the codes and ordinances of the city, reduce fines in whole or in part, and otherwise exercise the powers of a municipal code enforcement board as provided in F.S. Ch. 162, pt. I, as and to the extent provided in this article.
- (b) A Special Magistrate shall be a resident of the City.
- (c) A Special Magistrate shall be appointed to a term of three years and may be reappointed.
- (d) A Special Magistrate shall serve without compensation but may be reimbursed for expenses to the same extent that a board member may be reimbursed, as determined by the City Commission.
- (e) ~~Regular hearings before a special magistrate shall be held monthly.~~ Regular and special hearings before a Special Magistrate may be held as often as necessary. All hearings shall be open to the public.

- (f) Minutes and records of hearings before a Special Magistrate shall be kept and maintained by the city Code Enforcement Secretary in the manner and to the extent required by law. The City shall provide necessary and reasonable clerical and administrative support to enable a Special Magistrate to perform his or her duties. A Special Magistrate shall not be authorized to hire or use the services of any person except those provided by the City to assist him or her in the performance of his or her duties.
- (g) A special magistrate shall be subject to removal for cause. ~~as provided by the ordinances of the city for the removal of a member of the board, except that a failure to attend one hearing for which notice has been given without cause and without the prior approval of the chair of the board shall be grounds for removal.~~

SECTION 8. ENFORCEMENT PROCEDURE AMENDED. City Code Sec. 2-506
Enforcement procedure is amended.

Sec. 2-506. Enforcement procedure.

Except where the inspector charged with enforcing a particular code or ordinance identified herein has reason to believe that a code violation presents a serious threat to the public health, safety and welfare, the code enforcement procedure under this article shall be as follows:

- (1) It shall be the duty of the code inspector to initiate enforcement proceedings with respect to each code or ordinance.
- (2) Where the code inspector finds or is made aware of a code violation, the code inspector shall notify the violator and such notice shall provide a reasonable time to correct the violation. "Reasonable time" is defined as the time that would be required by a prudent person acting diligently to correct the violation, taking into consideration the scope of the work required, the necessity to obtain any required permit or other approval by a government agency, and delays that may reasonably be expected to be encountered such as but not necessarily limited to the weather; however, where a different time period in which to correct the violation is provided for by the ordinance being enforced, that time period shall constitute reasonable time for that particular violation. Should the violation continue beyond the time specified in the notice, the code inspector shall ~~notify the code enforcement board and request a hearing~~ The code enforcement board, through its clerical staff, shall schedule a hearing ~~schedule the matter for hearing before a Special Magistrate~~ and written notice of such hearing shall be hand delivered or mailed as provided by this article to such violator. If the violation is corrected and then recurs, the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected prior to the ~~board~~ Special Magistrate hearing at which the recurring violation is scheduled to be heard. The notice of the hearing shall state that the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected but recurs prior to the hearing date.
- (3) If a repeat violation is found, the code inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall ~~notify the board and request a hearing. The board, through its clerical staff, shall schedule a hearing~~ schedule the matter for hearing before a Special