

ORDINANCE NO. 762

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO ALLOW THE CITY TO COMPENSATE CODE ENFORCEMENT SPECIAL MASTERS; PROVIDING FOR CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Mexico Beach, Florida, (the "City") enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, Chapters 163 and 166 of the Florida Statutes provide for the City to regulate zoning and development and implement its Comprehensive Plan through land development regulations; and

WHEREAS, the Mexico Beach Land Development Code provides that the Code Enforcement Special Master shall serve without compensation; and

WHEREAS, the City Counsel finds that it is typical of most cities to compensate their special masters and that the pool of effective and qualified candidates will greatly increase if the City compensates its Special Master; and

WHEREAS, providing compensation to the Special Master will make it more likely that licensed attorneys would pursue the position and generally it would serve the public interests better for the City to use an attorney as its Special Master; and

WHEREAS, the City's Planning & Zoning Board considered the revisions to the Land Development Code proposed by this Ordinance and has made recommendations to the City Council; and

WHEREAS, the City Council of Mexico Beach finds it prudent to adopt and does hereby adopt the amendments to the Land Development Code contained herein in order to encourage the most appropriate use of land.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH:

SECTION 1. Amendments to Land Development Code. The City of Mexico Beach hereby amends Section 7.10.01 of the Land Development Code as follows, with new text **bold and underlined** and deleted text ~~stricken~~:

7.10.01 Special Master

A. There is created the Special Master of the City also known as the Code Enforcement Hearing Official. The Special Master and Alternate Special Master (the "Special Masters") shall have all the powers conferred by this Code.

B. The Special Master shall not be an employee of the City. The Special Master shall be appointed by the City Council for a term of two (2) years, but will be reappointed automatically by the City Council unless the City Council elects not to renew an appointment. There shall be no limit on the number of reappointments that may be given to any individual Special Master.

C. The Special Masters ~~shall serve without compensation while conducting their duties except~~ may be compensated as approved by the City Council and Special Masters may be reimbursed for such travel, mileage, and other actual expenses as authorized by the City Administrator.

SECTION 2. Codification. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Mexico Beach Land Development Code and the Mexico Beach City Code. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 3. Repeal. All Codes, Ordinances and/or Resolutions or parts of Codes, Ordinances and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

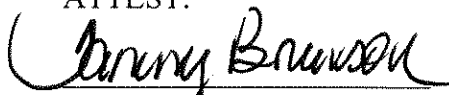
SECTION 4. Survival. If any section, subsection, sentence, clause, phrase of this Ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon passage.

The above and foregoing Ordinance was introduced and had first reading at the meeting of the City Council on the 25th day of May 2021. PASSED, APPROVED AND ADOPTED at the meeting of the City Council of the City of Mexico Beach, Florida, this 8 day of June, 2021.


William A. Cathey, Mayor

ATTEST:


Tammy Brunson, City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date first written above by their respective officers thereunto duly authorized.

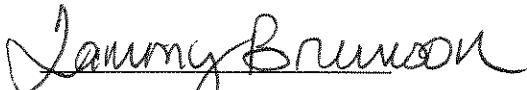
**SPECIAL MASTER
THE MORRIS LAW FIRM**

By _____
Dana Morris, Esq.

CITY OF MEXICO BEACH

William A. Cathey, Mayor

Attest:


Tammy Brunson, City Clerk

CODE ENFORCEMENT SPECIAL MASTER CONTRACT

This Code Enforcement Special Master Contract, dated as of June ____, 2021 (this "**Contract**"), is entered into between the City of Mexico Beach, a Florida municipal corporation ("**City**") and The Morris Law Firm ("Special Master", and together with City, the "**Parties**", and each, a "**Party**"). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The City hereby hires Special Master to conduct code enforcement hearings and perform other duties designated to the code enforcement special master pursuant to the City of Mexico Beach Land Development Code and as requested by the City Administrator or City Clerk. These duties include reviewing files and issuing written orders, which provide for penalties and remedies, even when an administrative hearing is not requested or held. This contract agreement is between the City and this firm, with the understanding that Dana Morris will serve as the code enforcement special master
2. **Compensation.** Services will be billed at \$170.00 per hour inclusive, of time for travel. Special Master may be reimbursed for such travel, mileage, and other actual expenses as authorized by the City Administrator. Itemized statements for services rendered will be submitted no less than monthly, unless no services have been provided. They will consist of the applicable hourly services and any reimbursable costs. With the City's consent, some charges incurred relating to code enforcement (such as newspaper legal advertising) may be passed to the City by the Special Master or billed directly to the City in which case they will be paid directly by the City rather than reimbursed to Special Master.
3. **Term and Termination.** This Contract shall for a term of two (2) years beginning on the date last executed by the Parties unless terminated sooner by either Party. Either Party may terminate this engagement by providing ten (10) days advanced written notice of such termination. In the event of termination, the Special Master will be entitled only to its reasonable fees for work completed prior to the termination. This Contract will automatically renew for additional two-year terms at the rates and conditions provided herein unless either party elects to renegotiate or to not renew within sixty (60) days of the expiration of the then-current term.
4. **Independent Contractor.** That status of Special Master under this Contract is that of an independent contractor. Nothing in this Contract shall create or be construed as creating an employment or partnership agreement between the City and Special Master.
5. **Nonexclusive Agreement.** This Contract is not intended to be and shall not be construed as an exclusive contract, and the City may employ additional or other firms or persons to perform the work contemplated by this Contract without liability to the City.
6. **Public Records Law.** Special Master acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida. Special Master agrees to comply with Chapter 119, Florida Statutes, to provide public access to any required public records in the same manner as a public agency, and to retain public records as required under Florida law.

IF THE SPECIAL MASTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MASTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TAMMY BRUNSON, CITY CLERK, 850-648-5700 EXT. 5, T.BRUNSON@MEXICOBEBACHGOV.COM, 201 PARADISE PATH PO BOX 13425 Mexico Beach, FL 32410.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, Special Master must:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency..
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

7. Remedies. This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the Parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of Florida's Fourteenth Judicial Circuit Court for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date first written above by their respective officers thereunto duly authorized.

**SPECIAL MASTER
THE MORRIS LAW FIRM**

By _____
Dana Morris, Esq.

CITY OF MEXICO BEACH

William A. Cathey, Mayor

Attest:

Tammy Brunson, City Clerk

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FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.

The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

inured to my special private gain or loss;

inured to the special gain or loss of my business associate, _____ ;

inured to the special gain or loss of my relative, _____ ;

inured to the special gain or loss of _____, by whom I am retained; or

inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.