

RESOLUTION NO. 2025-050

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING STEPHANIE MARCHMAN, ESQ. OF GRAYROBINSON, P.A. AS A SPECIAL MAGISTRATE TO PROVIDE DUE PROCESS HEARINGS FOR THE CITY; ESTABLISHING APPOINTMENT TERMS, CONDITIONS, AND SCOPE OF WORK; ESTABLISHING RATES; PROVIDING FOR SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") provides code enforcement services to the citizens of the City pursuant to Chapter 162, Florida Statutes, and Article X of Chapter 2, Code of the City of Lake City, Florida (the "Code Enforcement Ordinance"); and

WHEREAS, the City enforces other certain provisions of its Code of Ordinances which necessitate providing due process to those implicated in violating such code provisions by virtue of a hearing before a special magistrate; and

WHEREAS, by approval of Resolution 2020-022, the City selected and contracted with Stephanie Marchman, Esq. to provide Special Magistrate services to the City since March 2, 2020; and

WHEREAS, Stephanie Marchman, Esq. has served as Special Magistrate pursuant to an agreement, as amended, between the City and Stephanie Marchman, Esq. dated March 2, 2020, which agreement, as amended, expired on March 31, 2025; and

WHEREAS, the City Council finds that Stephanie Marchman, Esq. continues to satisfy the requirements for Codes Enforcement Special Magistrate as set forth in in accordance with Code Enforcement Ordinance of the City and is capable of effectively implementing the powers and duties as set forth in Code Enforcement Ordinance of the City; and

WHEREAS, the City Council further finds that Stephanie Marchman, Esq. also satisfies the requirements for a Special Magistrate to provide due process hearings as required by law to

those implicated in violating other such provisions of the Code of Ordinances from time to time; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida, that:

1. The City Council appointment of Stephanie Marchman, Esq. as the Code Enforcement Special Magistrate for the City of Lake City according to the terms and conditions stated in the Contract for Services dated March 2, 2020, as amended, is hereby extended through March 31, 2028.
2. The City Council does ratify and approve the terms of the Contract Extension attached as an Exhibit hereto, the term of said extension beginning on April 1, 2025 and ending on March 31, 2028, and said extension being terminable by either party, with or without cause, upon a thirty-day written notice to the other.
3. The Mayor of the City of Lake City, Florida is the officer of the City of Lake City, Florida duly designated by the Code of Ordinances of the City of Lake City, Florida to enforce such rules and regulations as are adopted by the City Council of the City of Lake City, Florida
4. The City Council hereby authorizes and directs the Mayor of the City of Lake City to execute the necessary documents to effectuate the purpose and intent of this resolution, including the Amendment and Extension of Contract for Special Magistrate, (the "Extension") attached as an Exhibit hereto.
5. The Mayor of the City of Lake City, Florida is authorized and directed to execute on behalf of and bind the City of Lake City, Florida the Contract Extension in the form of the Exhibit attached hereto.
6. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.
7. This Resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City, Florida.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the

City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

AMENDMENT AND EXTENSION OF CONTRACT FOR SPECIAL MAGISTRATE

This **AMENDMENT AND EXTENSION OF CONTRACT** ("AMENDMENT") is made and entered into between the **CITY OF LAKE CITY, FLORIDA** ("CITY"), and **STEPHANIE MARCHMAN** ("MAGISTRATE") effective on the date set forth herein, and the parties do state as follows:

RECITALS

WHEREAS, CITY on March 2, 2020 did appoint MAGISTRATE to serve as a special magistrate to hold quasi-judicial hearings and issue orders in matters involving certain violations of the codes of the City of Lake City, Florida (the "City Codes") in accordance with Chapter 2, Article X of the Code of Ordinances of the City of Lake City (the "Code Enforcement Ordinance") and Chapter 162, Florida Statutes; and

WHEREAS, the CITY and MAGISTRATE did enter into an agreement dated March 2, 2020 entitled "Special Magistrate Services Contract Related to Code Enforcement of the City of Lake City, Florida Between the City of Lake City, Florida and Stephanie Marchman, Esq." (the "Initial Contract"); and

WHEREAS, the term of the Initial Contract terminated on March 1, 2025; and

WHEREAS, the CITY and MAGISTRATE did extend the Initial Contract until March 31, 2025 to allow for the CITY and MAGISTRATE to negotiate an amendment to the Initial Contract; and

WHEREAS, the CITY and MAGISTRATE desire to clarify and expand the scope of the Initial Contract such that MAGISTRATE will perform hearings pursuant to Section 316.1896, Florida Statutes; Chapter 162, Florida Statutes; the City of Lake City Code of Ordinances; and the City of Lake City Land Development Regulations; and

WHEREAS, the CITY and MAGISTRATE desire to amend the rates charged by MAGISTRATE to the CITY for MAGISTRATE to perform the services set forth herein; and

WHEREAS, the CITY and MAGISTRATE desire to amend the Initial Contract to allow for additional personnel affiliated with MAGISTRATE and employed by the law firm of GrayRobinson to assist MAGISTRATE in the delivery of services set forth herein and to establish rates as compensation for such services; and

WHEREAS, MAGISTRATE is willing and capable of continuing to perform such special magistrate services as such services are set forth in the Initial Contract and herein; and

WHEREAS; the parties to the Initial Contract do desire to readopt and extend the Contract until March 2, 2030; now, therefore

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy, mutual receipt, and exchange of which is acknowledged by the parties hereto, the CITY and MAGISTRATE do agree as follows:

1. The foregoing recitals are adopted as material terms of this AMENDMENT as if fully set forth herein.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

2. Paragraph 2.1 of the Initial Contract is amended to read as follows:

2.1 The Special Magistrate shall conduct hearings relating to the enforcement and violation of the following provisions of city code in force in the City of Lake City, Florida, if applicable:

- a. business tax receipt,
- b. school zone traffic camera enforcement,
- c. camping on public rights-of-way and in other prohibited public spaces,
- d. parking enforcement,
- e. fire, building, zoning, sign and other related codes.

It is not the function of the Special Magistrate to initiate enforcement proceedings or to inspect for code violations.

3. Paragraph 2.5 of the Initial Contract is amended to read as follows:

2.5 The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the Special Magistrate's activities and assist in the proper performance of services under this Agreement. Notwithstanding, the City acknowledges the Special Magistrate may from time to time utilize the administrative resources of the Law Firm. Particularly, the Special Magistrate is permitted to use the time and resources of Law Firm associate attorneys and paralegals at rates agreed to by the City and the Magistrate. Otherwise, the Law Firm and Special Magistrate agree the City, will not occur any additional fees or costs associated with the Special Magistrate's use of administrative resources of the Law Firm, unless otherwise authorized by the City in writing.

4. Paragraph 5.1 of the Initial Contract is amended to read as follows:

5.1 The City shall compensate the Law Firm for the services of the following personnel at the following corresponding hourly rates for time expended toward the Scope of Services, inclusive of all costs associated with providing the Services:

Special Magistrate	\$425
Law Firm Associates	\$225
Law Firm Paralegals	\$125

The Special Magistrate may charge the City for up to one hour of time for the Special Magistrate for each round-trip of travel per day the Special Magistrate shall make to the City of Lake City to provide the Services. Additionally, the Special Magistrate shall be entitled to charge the City a minimum of one-hour of time per day for Special Magistrate for each day Special Magistrate is on-site in the City of Lake City for the purpose of providing Services, notwithstanding the actual total time Services were provided may be less than one hour.

5. The term of the Contract shall be amended such that said Contract shall terminate on March 31, 2028.
6. All other terms of the Contract shall continue in full force and effect.
7. The effective date of this extension shall be April 1, 2025.

MAGISTRATE:

By: EXHIBIT-NOT FOR EXECUTION
Stephanie Marchman, Esq.

CITY OF LAKE CITY, FLORIDA

By: EXHIBIT-NOT FOR EXECUTION
Noah E. Walker, Mayor

ATTEST:

By: EXHIBIT-NOT FOR EXECUTION
Audrey Sikes, City Clerk

Approved as to form and legality:

By: _____
Clay Martin
City Attorney

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**