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**CITY OF MARATHON, FLORIDA
RESOLUTION 2005-056**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA AUTHORIZING THE CITY TO ENTER INTO
AN AGREEMENT WITH THOMAS D. WRIGHT, HEARING OFFICER**

WHEREAS, the City Council desires to enter into an Agreement with Thomas D. Wright for services as an administrative hearing officer as set forth in Article I of Chapter 2 of the City Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MARATHON, FLORIDA, THAT:**

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Agreement between the City and Thomas D. Wright in substantially the form and substance that is attached as Exhibit "A" is approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 26th day of April, 2005.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Bull, Mearns, Miller, Pinkus, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

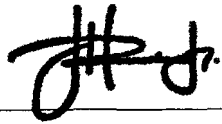
ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

HEARING OFFICER RETAINER AGREEMENT

This Hearing Officer Retainer Agreement (the "Agreement") is made and entered into this 26 day of April, 2005, between the City of Marathon, Florida, a Florida municipal corporation, (the "City") and Thomas D. Wright ("Hearing Officer").

Section 1. Duties.

The Hearing Officer shall provide the City, on a month to month basis, services as an administrative hearing officer as set forth in Article I of Chapter 2 of the City Code.

Section 2. Representations.

The Hearing Officer represents that he or she is a member in good standing of Florida Bar and will adhere to the rules and regulation of the Florida Bar, including, but not limited to, the Rules of Professional Conduct.

Section 3. Compensation.

As payment for such services, the Hearing Officer will receive one hundred fifty dollars (\$150.00) per hour, including travel time from portal to portal. In no event however shall the travel time exceed three and one-half (3 ½) hours.

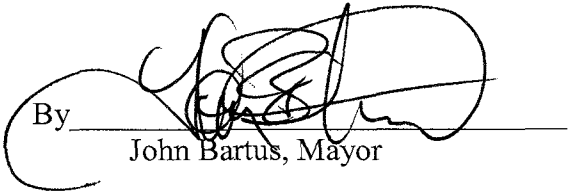
Section 4. Termination.

The City Manager has the right to terminate this Agreement at his sole discretion.

IN WITNESS WHEREOF, the City, by signature of the Mayor, and duly attested by the City Clerk, and Hearing Officer have signed and executed this Agreement.

City of Marathon

By

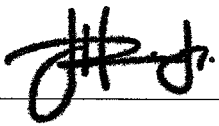

John Bartus, Mayor

Attest:



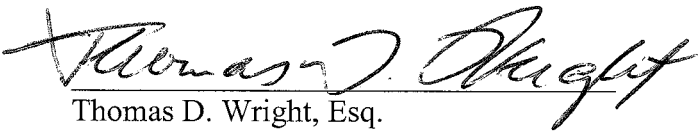
City Clerk

Approved as to form and
legal sufficiency:



City Attorney

Hearing Officer



Thomas D. Wright, Esq.