

RESOLUTION 2013-06

A RESOLUTION OF THE CITY OF LAKE WALES, FLORIDA, AUTHORIZING USE OF OFFICE SPACE WITHIN THE CITY ADMINISTRATION BUILDING BY THE MAYOR AND FURTHER AUTHORIZING THE MAYOR TO UTILIZE A CITY POOL VEHICLE IN THE PERFORMANCE OF THE MAYOR'S DUTIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the citizens of the City of Lake Wales approved an amendment to the City's Charter which significantly increased the duties to be performed by the City's Mayor; and

WHEREAS, the increased duties of the Mayor suggest the need for office space within the City's Administration Building to be utilized by the Mayor; and

WHEREAS, access to a City pool vehicle will assist the Mayor in the accomplishment of the duties set for in the City's Charter;


NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Lake Wales, Florida:

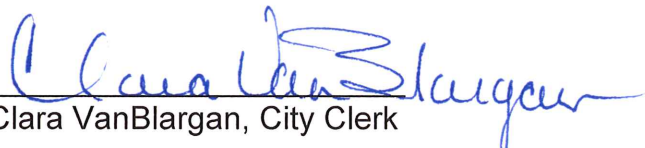
SECTION 1. FINDINGS.

- (a) It is in the interest of the citizens of the City of Lake Wales that the Mayor be allowed to utilize an office space within the City Administration Building to assist in facilitating accomplishment of the Mayor's duties as set forth in the City's Charter.
- (b) It is in the interest of the citizens of the City of Lake Wales that the Mayor be allowed to utilize a City pool vehicle in performance of the Mayor's duties as set forth in the City's Charter.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City Commission of the City of Lake Wales, Florida, this 21st day of May 2013.

By: 
Eugene Fultz, Mayor

Attest: 
Clara VanBlargan, City Clerk

Instrument Preparer:
ALBERT C. GALLOWAY, JR.
ALBERT C. GALLOWAY, JR., P.A.
202 East Stuart Avenue
Post Office Box 3339
Lake Wales, Florida 33859-3339
863.679.5333

WAIVER AND INDEMNIFICATION AGREEMENT

WHEREAS, Eugene Fultz serves as the duly elected Mayor of the City of Lake Wales (the "City"); and

WHEREAS, the Lake Wales City Commission has authorized the Mayor to utilize a City vehicle in pursuit of his duties as Mayor; and

WHEREAS, Eugene Fultz and his wife, Jannell Fultz, acknowledge that she is not allowed to ride in the City's vehicle with the Mayor in pursuit of his Mayoral duties because she is not covered by the City's insurance policy; and

WHEREAS, Eugene Fultz and his wife, Jannell Fultz, have indicated a willingness to absolve the City of Lake Wales from any liability on the part of the City which might arise due to her traveling in the City's vehicle so that she may assist the Mayor in the performance of his duties.

NOW THEREFORE, Eugene Fultz, in his public and personal capacities, and Jannell Fultz, jointly and severally waive any claim against the City related to any damages occasioned by Jannell Fultz traveling with Eugene Fultz in a City vehicle and agree to forever indemnify, defend, and hold harmless the City, its elected and appointed officials, and its employees from and against any and all claims or liability for damages of any nature to Jannell Fultz in any way related to, arising out of, or occasioned by the utilization of the City's vehicle. This Waiver and Indemnification Agreement shall be binding upon the heirs, successors, grantees, or assignees of Eugene Fultz and Jannell Fultz.

Eugene Fultz and Jannell Fultz acknowledge that this Waiver and Indemnification Agreement was prepared by Albert C. Galloway, Jr., in his capacity as counsel for the City of Lake Wales and for its benefit and further acknowledge that they were offered the opportunity to seek their own counsel prior to entering into this Waiver and Indemnification Agreement.

Executed this 12th day of December, 2013.

WITNESSES:



EUGENE FULTZ



JANNELL FULTZ

Acknowledgment on following page

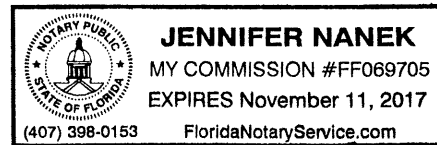
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

12th The foregoing Waiver and Indemnification Agreement was acknowledged before me this day of December, 2013, by Eugene Fultz. He is personally known to me or produced _____ as identification.



Notary Public—State of Florida at Large



STATE OF FLORIDA
COUNTY OF POLK

12th The foregoing Waiver and Indemnification Agreement was acknowledged before me this day of December, 2013, by Jannell Fultz. She is personally known to me or produced _____ as identification.



Notary Public—State of Florida at Large

