

CITY OF PARKER

City Hall

1001 West Park Street

Phone 850-871-4104

www.cityofparker.com

Mayor

Rich Musgrave

Clerk

Danielle Baker

Council Members

Ken Jones, Mayor Pro Tem

Tonya Barrow

Stacie Galbreath

John Haney

Attorney

Tim Sloan

PUBLIC NOTICE

REGULAR MEETING

OF

THE CITY OF PARKER COUNCIL

August 6, 2019

5:30 PM

PARKER CITY HALL

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY OF PARKER COUNCIL ALSO SITS, AS EX OFFICIO, AS THE CITY OF PARKER COMMUNITY REDEVELOPMENT AGENCY (CRA) AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT CAPACITY.

AGENDA

CALL TO ORDER—Mayor Musgrave

INVOCATION—Rev. Greg Rhinehart, Bible Believers Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL—City Clerk Baker

APPROVAL OF MINUTES—City Council

Regular Meeting July 16, 2019

ITEMS FROM THE AUDIENCE (non-agenda items)

REGULAR AGENDA

- 1. Portable on Demand (POD) Application—1520 Dover Road—Judy Dunn**

2. **Financial Update**—Mayor Musgrave
3. **Public Hearing and First Reading of Mobile Home Ordinance No. 2019-384**—
Planning Commission

AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING ORDINANCE NO. 2012-358, AS AMENDED, ADOPTING BY REFERENCE THE CITY'S COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION CODE; AMENDING VARIOUS SECTIONS OF THE CITY'S COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION CODE; PROVIDING A MECHANISM FOR THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR THE LIBERAL CONSTRUCTION OF THIS ORDINANCE; PROVIDING FOR CODIFICATION AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

4. **Discuss Roadside Maintenance Contract renewal**—Public Works Supervisor Summerlin
5. **Reinitiate Conversation of Ad Valorem**—City Clerk Baker
6. **Review and approve IT contract**—Banyon Pelham—Bookkeeper Combs
7. **Request funding for beautification project in honor of September 11, 2001**—City Clerk Baker

CLERK'S REPORT

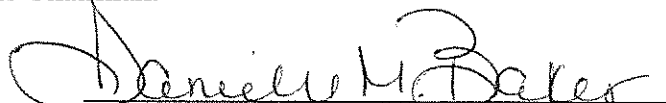
COMMENTS AND ANNOUNCEMENTS

MAYOR'S REPORT

ADJOURNMENT

Upcoming Events

- Next Regular City Council Meeting and 2nd Public Hearing for 2nd Reading of Mobile Home Ordinance No. 2019-384, is August 20, 2019 at 5:30 p.m.
- Next Planning Commission Meeting is August 26, 2019 at 5:00 p.m., unless called sooner by the Chairman.


Danielle Baker, City Clerk

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be made. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at 1001 West Park Street, Parker, Florida 32404; or by phone at (850) 871-4104. If you are hearing or speech impaired and you have TDD equipment, you may contact the City Clerk using the Florida Dual Party System, which can be reached at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD). ALL INTERESTED PERSONS DESIRING TO BE HEARD ON THE AFORESAID agenda are invited to be present at the meeting.

**MINUTES
REGULAR MEETING
PARKER CITY COUNCIL
July 16, 2019
5:30 p.m.**

Mayor Musgrave called the meeting to order at 5:30 p.m.
Invocation given by Reverend Carl Fondren from Hiland Park Baptist Church.
Pledge of Allegiance

Roll called by City Clerk Baker:

Present: Council Members Jones, Galbreath, Haney, Barrow, and Mayor Musgrave.

Also Present: City Clerk Baker, City Attorney Sloan, Police Chief Hutto, Fire Chief Kelly, and Public Works Supervisor Summerlin.

ITEMS FROM THE AUDIENCE:

1: Bill Winkle of 1409 W. Park Lane, addressed the Council concerning the impact to the business owner and use of the implementation of the changes to the LDR of requiring 5Ksq ft lots for the placement of mobile homes. This would limit the quantity of homes per acreage and thereby the amount of revenue generated by the business. He noted that the average 1br/1ba home they currently a replacing with now is 14'x39' or approx. 550sq ft (1/10th the required lot size).

Mayor Musgrave responded that the LDR is undergoing a complete review and the Planning Commission will take this into account as it moves forward.

Councilwoman Galbreath asked for clarification on the basis of the current proposal.

Attorney Sloan stated that it is based on a precedent of 20 homes per acreage amendment.

REGULAR AGENDA

1. NPDES Update: Public Works Supervisor Summerlin

Public Works Supervisor Summerlin requested the Council approve the scheduling of a Public Meeting in order to provide the citizens of Parker with information related to the National Pollutant Discharge Elimination System (NPDES) and the Stormwater Management Plan (SWMP) stressing the importance of the community impact and the need for ongoing diligence and support in the debris /storm drain/catch box clean-up process.

Planning Agenda item for October 15, 2019

Planning Community Clean-up Day October 19, 2019

Current awareness action consists of flyers and brochures available to the community.

2. Variance Request - 4801 N. Lakewood Drive: Mr. Ryan Vess

Mr. Vess presented that IAW his submitted variance request, he would be rebuilding the structure at the same size/dimensions due to insurance/cost/impact to the appraisal value of his home. Presumably his wife, spoke from the rear of the room to also note that if they left the slab as is, and build a reduced size structure on top of it, that the concrete then bordering out from under the new building would then become a safety hazard for their children and dog. Mr. Vess challenged that had he left just one wall hazardously standing and rebuilt from that, according to the current code, a variance would not have been necessary, but instead, he complied with the rules and attempted to follow procedure and still cannot put his home back to what it was before the hurricane. He noted that as his home will suffer a loss in valuation, that every other homeowner should also note the surrounding homes will also be impacted by this and a potential ripple effect could further impact City of Parker as a whole by the decision to not grant the variance.

It was presented by the Mayor to Mr. Vess that he should reduce the size of the new structure to meet the code. Mr. Vess elected to pursue the variance. The Mayor presented to Attorney Sloan and the Council to begin the variance test.

Item 1: all Councilmen responded Aye.

Item 2: Councilman Jones: No, Councilwoman Galbreath: No – Variance Revoked.

No further action.

3. RESOLUTION No. 2019-361 - State Grant Resolution – Signage and Hydrant Repair: Public Works Supervisor Summerlin

A resolution of the City Council of the City of Parker, Florida authorizing the execution of a state-funded grant agreement between the State of Florida Department of Transportation and the City of Parker, Florida, repealing all resolutions in conflict herewith and providing for an effective date.

This is grant funding of \$37.5K provided through legislative appropriation request with Senator Gainer and Representative Trumbull and represents 12.5% of a \$300K project.

Councilman Jones made a motion to adopt Resolution No. 2019-361 and it was seconded by Councilwoman Galbreath. Resolution No. 2019-355 was adopted by a vote of 5 ayes, 0 nays.

4. First Reading of revised Mobile Home Ordinance No. 2019-384: (Unable to read in open forum)

Attorney Sloan summarized the overarching changes that were to be forthcoming in the revision to include:

-Delay date, clarification of modular vs mobile, modular vs stick built

Attorney Sloan encouraged Council to fully review the ordinance from workshop to final approval prior to presenting to the community.

Comments from Audience:

Barbara Hill – 4814 E. 2nd St. requested the Council assess each neighborhood as separate entity rather than apply that same value assumption to all areas of Parker. She stated that some neighborhoods already have some mobile homes mixed among stick built and that there is a burden placed on individuals with income limitations that inhibits their ability to comply with the ordinance to replace stick built with stick built. As she stated “I cannot afford a hundred-thousand-dollar home”

Tom Winkle – 5050 Red Cloud Circle (Business Owner of a Mobile Home Park) - He cited the amount of profit/loss due to the hurricane. Specifically, if compliance was required:

- The cost to move one home is ~\$10K, they would need to move several.
- The cost to comply with the paved roads requirement \$175K (already begun)
- Total loss of 20 homes with a replacement cost of \$40-65K each.
- If changing the required footprint of each home to 5K sq ft, the impact to the entire property and detrimental to operations.

Mr. Winkle stated that the specific guidelines are too constricting and limits the ability to transfer the ownership of a business he has been operating successfully for years to future generations.

Mr. Winkle cited the FL statute includes a footprint of 2500 sq. ft/ home and 8 homes/acre to which Attorney Sloan countered that the Land Development Act states the limit has been 5/acre since 2012.

Jamie Hilliard – 218 Blackshear – Questioned the moratorium within the current LDR for RV's/Mobile homes, specifically due to the case of a home at 303 Blackshear which appears to be two mobile homes abutted and adjoined to each other. Councilwoman Galbreath stated that she was aware of this property and that EPCI had previously inspected and approved the site as non-mobile, but that she had also requested the initiation of a reinspection.

5. RESOLUTION No. 2019-359 – Mutual Aid Agreement: Chief Kelly

A resolution of the City Council of the City of Parker, Florida authorizing the request for, provision of, and receipt of interjurisdictional mutual assistance in accordance with the emergency management act, Chapter 252, repealing all resolutions in conflict herewith and providing for an effective date.

Chief Kelly presented that without a State-wide Mutual Aid Agreement as part of the City of Parker's Emergency Response Plan, the city would face potential costs of \$250-\$400K per event.

Councilman Haney Motioned to adopt the resolution. The motion to second was made by Councilwoman Galbreath. Motion carried 5 aye / 0 nay.

6. RESOLUTION No. 2019-360 – Update Bank Account Signatures – Mayor Musgrave

Remove past Council Members and City Staff and replace with current members/staff.

Motion made by Councilman Jones to approve the removal of Mr. Miller, Mr. Chaple and Ms. Rowell to be replaced by Ms. Stacie Galbreath, Ms. Tonya Barrow and Ms. Danielle Baker. Motion to second made by Councilman Haney. Motion carried 5 aye / 0 nay.

7. Planning resources update - Mayor Musgrave

Mayor Musgrave announced that Mr. Lamar Carroll had volunteered to assist in the day to day functions of the planning manager due to the imminent retirement of Ms. Lou Bradford and Mr. Carroll's experience gained on the Planning Commission. He also stated that the LDR was undergoing a revision which would need to go through the bidding process.

Councilwoman Barrow objected to Mr. Carroll's selection without Council input. Councilman Haney had the same objection. Chief Kelly also had the same objection citing potential conflict of interest given his position on the planning committee.

Mayor Musgrave stated the absolute importance to finding someone immediately and that is there are applications presented, the Council will review and vote on a replacement at the next Council meeting.

Mr. Doug Hall – Pratt Ave requested that the Council take into consideration that the planning committee add members who have familiarity with the lifestyle, aspects, and challenges of mobile homes in order to add a fair perspective to the review process.

Councilwoman Galbreath suggested that Mr. Hall should join the planning committee and Mr. Hall offered Mr. Winkle to the forum as well for his experience, but there were no serious inquiries made at this time.

8. Discuss Sale of Miller property: - Mayor Musgrave

Mayor Musgrave presented that there is an individual interested in purchasing the City-owned “Miller Motor” parcel for an initial bid of \$4K. Opens the floor to the Council for recommendation on how to proceed.

Councilman Haney asked if the appraised value was known.

Mayor Musgrave stated that it is listed at \$15K on a local appraisal valuation site.

Councilman Jones stated that the least the City should request, based on that information would be \$7.5K.

Councilwoman Galbreath recommended that the City have some sales comparisons collected in order to prepare a reasonable estimate.

All members agreed and the Mayor volunteered to take on the task.

9. Approve pursuit of Community Disaster Loan (CDL) – Mayor Musgrave

Mayor Musgrave presented that the City of Parker is eligible for a \$1.1M FEMA funded Community Disaster Loan through the Stafford Act. This loan is specifically for municipalities that suffered significant revenue losses due to Presidentially declared natural disasters. The loan cap is 25% of the approved annual operating budget for the FY for which the disaster occurred. The loan is a five-year loan, forgivable if the City sustains cumulative losses over the next three years.

It is the recommendation by the Mayor to the Council that the loan be requested.

Councilman Jones Motions to approve.

Councilwoman Galbreath seconds the motion.

The motion carries 5 aye / 0 nay

10. Authorize City Attorney to seek opinion of Attorney General on ad-valorem tax – City Attorney Sloan

Attorney Sloan presented that while there are no current plans to pursue ad-valorem taxes, clarification is needed from the Attorney General concerning implementation and voter's rights, in the event that the City chose to pursue ad-valorem taxes in the future.

Councilwoman Galbreath motioned for approval.

Councilman Jones motioned to second.

Councilman Haney and Councilwoman Barrow objected.

It was put to a roll call vote.

Jones – Aye; Galbreath – Aye; Haney – Nay; Barrow – Nay; Musgrave – Aye.

Motion carries 3 aye / 2 nay.

CLERK'S REPORT—Nothing to report.

MAYOR'S REPORT--Mayor Musgrave read for the record:

"These comments relate to the action taken during the special Council meeting on Friday, June 28 in regards to Ms. Rowell.

The sudden and unexpected decision at the end of the meeting created unnecessary and undue burden on staff and placed this City in potential jeopardy related to among others, pending legal actions, grants and future audits of FEMA reimbursements.

The results of the action taken seemed to be less about the impact on the City and more about making false accusations in order to satisfy some kind of vendetta against Ms. Rowell through inflicting as much personal pain and embarrassment as possible.

The allegations obtained from an informant appeared to have been mostly or totally fabricated. No effort apparently was made to test the validity of the claims but instead relied solely on the informant's claims. Upon review, there appear to be no employee who was threatened to resign, nor was there any intent by the Code Officer to file any formal complaints, even though that was claimed.

Apparently as some justification for the action, it was mentioned that Ms. Rowell had no overlap and still managed to learn the job, however she had prior clerk experience and a strong background in government. To overtly choose to throw the new clerk into the position with no overlap where it could have easily been available is grossly unfair to the new employee.

The obviously orchestrated action would certainly lead a reasonable person to conclude there were likely violations of Florida Sunshine Laws.

What is ironic is that although the Council had full authority to dismiss the clerk without cause, the approach using unproven allegations made the elected leadership look unprofessional and reflected poorly on our City.

I can only hope we can learn from this episode and choose to maintain integrity and professionalism as we go forward in performing our duties.

Rich Musgrave

Mayor, City of Parker”

ADJOURNMENT - The meeting was adjourned at 7:08 p.m.

Danielle M. Baker, City Clerk





CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Dunn, 1520 Dover Road

2. MEETING DATE:

August 6, 2019

3. REQUESTED MOTION/ACTION:

Request for City Council review POD permit application.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

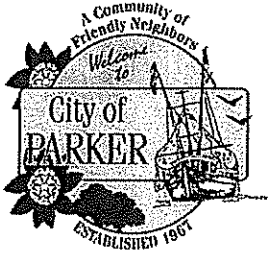
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N/A

☒

5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

Request from Judy Dunn, 1520 Dover Road, for temporary placement of storage POD container on property while home is repaired.



City of Parker
1001 West Park St
Parker, FL 32404
(850) 871-4104
(850) 871-6684 fax

Permit #: _____

Date: _____

Issued Date: _____

Approved: _____

Comments: _____

Portable on Demand (POD) Permit

If you need to have a Portable on Demand (POD) or other similar temporary storage structure on a property longer than 14 calendar days, you need a permit. The City's Land Development Regulations (LDR), Section 5-5.2 requires you to get a temporary permit.

- a. A permit shall be temporary, not to exceed a period of three months and the applicant for such permit shall pay the City Clerk a municipal service charge of \$5.00 for each month that the permit is to remain in effect.
- b. A permit shall be renewable for additional three month period for extenuating circumstances and shall be subject to revocation at any time that the City Council, in its discretion, determines that the conditions under which it was issued have materially changed or that revocation is required to protect the health, safety or welfare of the citizens of the City.

Name: Judy Dunn

Address: 1520 Dover Rd. Panama City FL 32404

Phone: 850-625-2284 Email: _____

Explain circumstances requiring POD permit: Storage of Property
from house to start Demo inside
of house

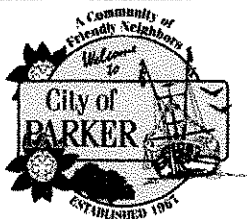
I have read, understand and agree to the conditions required in the LDR to obtain a temporary POD permit and have been explained the required fees.

Rachel Pridgen 7-30-19
Applicant's Signature Date

Randall Pridgen
Printed Name

Clerk's Signature

Date



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Mayor Musgrave

2. MEETING DATE:

August 6, 2019

3. REQUESTED MOTION/ACTION:

Budget Review

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

Attached are the draft budget worksheets that reflect the expenses the department heads put together 2-3 weeks ago.

AGENDA ITEM # 2

BUDGET REVIEWS

To: City Council

Attached are the draft budget worksheets that reflect the expenses the department heads put together 2-3 weeks ago.

Here's the current schedule for budget review:

July 16 regular 5:30 Council Meeting – budgets will be distributed to the Council members who will have three weeks to review them

August 6, special budget workshop at 4:00 – each department head will present their expense budget

August 20, special budget workshop at 4:00 – department heads available to answer any questions

August 27, additional budget workshop if needed

September – will select a date/time for final review and adoption of budget that doesn't conflict with either Bay County Commission or Bay District Schools' budget adoption meetings.

FUNDS SUMMARY

	2018/2019		Proposed	
			FY 2019/20	FY 2019/20
	2018/2019	September	BCBS	Capital
	Budget	Projected EOY	W	S
			3.00%	3.00%
			4.17%	
General Fund				
Revenues	2,869,940	5,168,302	7,035,540	
Expenditures	2,869,940	5,177,388	7,887,768	
Net	(0)	(9,086)	(852,228)	0
Utility Fund				
Revenues	2,861,397	1,858,890	2,407,231	
Expenditures	2,861,397	1,627,359	1,836,433	
Net	0	231,531	570,798	0
Combined				
Revenues	5,731,337	7,027,192	9,442,771	
Expenditures	5,731,337	6,804,747	9,724,201	
Surplus/(Deficit)	(0)	222,445	(281,430)	0
CarryForward to Proposed		0		
Remaining Surplus		222,445		
Carryover from 2018*		310,582		
Remaining Surplus		533,027		
Approved Capital Funding:		0		
Remaining Surplus		533,027		
Unfunded Capital Needs		0		
Net Total Surplus		533,027		

General revenue includes	FEMA Reimbursement Cat A Infrastructure Revenue	4,750,000
	Retirement increase	22,036
	Health Ins increase	(9,524)
	Financial System	75,000
	Mower (15,000)	
	Police vehicle (40,000)	
	Street attachments (10,000)	
	Stand up mower (6,500)	
	Pole barn for yard (25,000)	
	Payment for med truck (21,400)	
	Payment for trash truck (28,400)	
	LOC Interest	50,000
	Cat A Payments	5,000,000
	Code car (25,000)	25,000
General capital		
Utility revenue	3.00% Water	
	3.00% Sewer + 4.17% County]	(892)
Utility expense	Retirement increase	(614)
	Health Ins increase	
	Financial System	75,000
	2 Utility trucks (\$90,000)	

* Calculation of 2018 Carryover	
2017/18 Net	410,582
To UT Operating resrvs	(100,000)
Balance	310,582
Add'l to resrv	0
Balance	310,582

2019-2020 Working Budget 7-15-19

41 Utility Fund		Reduction		20%		3%		County Sewer Increase	
2019/2020 Estimated Revenues		7				3%		4.17%	
Account Number	Account Name	Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Comments		
41.330.331100	FEDERAL GRANTS-WATER	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget			
41.330.331101	FEDERAL GRANTS-SEWER	-	-	-	-	-			
41.340.343300	WATER REVENUE	833,587	382,805	656,238	686,876	(146,711)	2019 Budget + 3% Increase -20% disconnects		
41.340.343366	WATER TAPS	6,400	4,600	7,886	6,400	0	10 taps at \$640		
41.340.343500	SEWER REVENUE	1,592,158	649,995	1,114,277	1,365,053	(227,105)	2019 Budget + 4.17% county increase + 3% increase less 20% disconnects		
41.340.343610	ACCOUNT SET UP FEES-WATER	5,000	2,783	4,770	5,000	0	Normal rate plus new taps		
41.340.343611	ACCOUNT SET UP FEES-SEWER	5,000	2,783	4,770	5,000	0	Normal rate plus new taps		
41.340.343620	RECONNECT FEES-WATER	10,500	3,795	6,506	10,500	0	Historical trend		
41.340.343621	UTILITY SERVICE FEE-WATER	-	-	-	-	-			
41.340.343623	UTILITY SERVICE FEE-SEWER	-	-	-	-	-			
41.340.343630	COLLECTION OF BAD DEBTS-WATER	-	-	-	-	-			
41.340.343631	COLLECTION OF BAD DEBTS-SEWER	-	-	-	-	-			
41.340.343670	SEWER TAPS	5,000	3,000	5,143	5,000	0	10 taps at \$500		
41.340.343680	PENALTIES-WATER	18,375	8,271	14,180	14,700	(3,675)	Historical trend - 20%		
41.340.343681	PENALTIES-SEWER	34,125	15,361	26,334	27,300	(6,825)	Historical trend - 20%		
41.350.355000	TAMPERING FEES-WATER	500	125	214	500	0	Historical trend		
41.350.356000	RETURN CHECK CHARGES-WATER	210	77	132	210	0	Historical trend		
41.350.356001	RETURN CHECK CHARGES-SEWER	390	291	499	390	0	Historical trend		
41.360.361000	INTEREST-WATER	1,340	1,168	2,003	1,340	0	26.3% Pooled Cash (1050), 35% Utility CD (122), 35% Utility R&R CD (147), 35% Sinking Fund (6) & 35% Impact Fees (15)		
41.360.361001	INTEREST-SEWER	2,488	2,162	3,707	2,488	0	48.8% Pooled Cash (1950), 65% Utility CD (228), 65% Utility R&R CD (273), 65% Sinking Fund (10) & 65% Impact Fees (27)		
41.360.363110	INSPECTION FEES-WATER	-	-	-	-	-			
41.360.363111	INSPECTION FEES-SEWER	-	-	-	-	-			
41.360.363210	WATER IMPACT FEES	5,000	2,500	4,286	30,000	25,000	10 impact fees at \$500 + 50 East Bay Flats		
41.360.363230	SEWER IMPACT FEES	14,000	4,200	7,200	84,000	70,000	10 impact fees at \$1400 + 50 East Bay Flats		
41.360.365000	SALE OF SURPLUS MATERIAL-WATER	-	-	-	-	-			
41.360.365001	SALE OF SURPLUS MATERIAL-SEWER	-	-	-	-	-			
41.360.369000	OTHER MISCELLANEOUS REVENUES-WATER	300	430	737	400	100	Historical trend		
41.360.369001	OTHER MISCELLANEOUS REVENUES-SEWER	300	-	-	-	(300)			
41.360.369990	CASH OVER & SHORT-WATER	200	-	-	-	(200)			
41.360.369999	CASH OVER & SHORT-SEWER	200	6	10	-	(200)			
41.380.381000	INTERFUND TRANSFERS-WATER	-	-	-	-	-			
41.380.381001	INTERFUND TRANSFERS-SEWER	-	-	-	-	-			
41.380.389900	PROCEEDS FROM RESERVES-WATER	57,488	-	-	-	(57,488)	Financial Software		
41.380.389901	PROCEEDS FROM RESERVES-SEWER	106,762	-	-	-	(106,762)	Financial Software		
Total Utility Revenues		2,699,322	1,084,353	1,858,890	2,245,156	(454,167)			

41 Utility Fund								
2018/2019 Proposed Budget			7					
536 Utility Department		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
41.536.512000	REGULAR SALARIES	301,566	162,405	278,408	322,625	21,059		50% Public Works Supervisor, 50% PW Assistant, 4 Utility Workers, 50% Mechanic, 67% 2 Utility Clerks, 50% Bookkeeper, 50% City Clerk
41.536.512100	REGULAR ON CALL PAY	9,000	4,940	8,468	9,000	0		
41.536.514000	OVERTIME	5,090	4,399	7,541	5,873	783		
41.536.515000	SPECIAL PAY	-	-	-	-	0		
41.536.516000	BONUS	2,155	987	1,691	-	(2,155)		
41.536.521000	FICA TAXES	24,313	13,571	23,264	25,819	1,506		
41.536.522000	RETIREMENT CONTRIBUTIONS	29,478	16,759	28,729	28,586	(892)		Increase in SRF rates
41.536.523000	HEALTH INSURANCE	88,834	44,830	76,852	88,220	(614)		Increase by 10% (estimate)
41.536.523050	LIFE INSURANCE	580	161	277	541	(39)		
41.536.523075	DENTAL INSURANCE	3,141	1,600	2,742	3,209	68		Awaiting new pricing
41.536.524000	WORKERS COMPENSATION	7,755	2,597	4,453	7,577	(178)		Awaiting new pricing
41.536.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-		
	Total Personal Services	471,912	252,248	432,424	491,450	19,538	-	
41.536.531000	PROFESSIONAL SERVICES	-	-	-	-	0		
41.536.531100	PROFESSIONAL SERVICES - ENGINEERING	15,000	-	-	15,000	0		
41.536.531200	PROFESSIONAL SERVICES - LEGAL	15,000	3,453	5,919	15,000	0		Portion of legal fees
41.536.532100	ACCOUNTING & AUDITING	22,550	9,020	22,550	22,550	0		50% CRI annual fee
41.536.534100	OTHER CONTRACTUAL SERVICES	35,155	13,004	22,293	35,155	0		OneCall (480), 50% GIS (3950), 50% Municode (1000), 50% website maintenance (1500), 50% network contract w/ TMGC (5500), 50% financial system maintenance (18000), 50% Pest control-Davis (400)/Brock (400), 50% newsletter w/ Hoffman (300), 50% City Hall dumpster (1000), 75% bank charges (3375) & other contacts (3000)
41.536.534110	FILING FEES	200	-	-	200	0		Filing fees from attorney
41.533.534310	COST OF WATER	290,000	133,663	229,136	238,960	(51,040)		Purchase from Bay County
41.535.534330	COST OF SEWER	277,147	138,916	221,000	237,615	(39,532)		AWT Costs with 4.17% increase
	Total Contractual Services	655,052	288,056	500,897	564,480	(90,572)	-	
41.536.540000	TRAVEL & PER DIEM	14,700	7,300	12,514	14,700	0		50% Council stipends (13200) & travel for employees (1500)
41.536.541000	COMMUNICATIONS	8,360	4,124	7,070	8,360	0		WOW (5640), WOW Pumps (540), Verizon (840) & 12% 800 Mgrz (1340)

536 Utility Department		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
41.536.541100	POSTAGE & FREIGHT	8,545	5,149	8,827	8,545	0		Utility bill postage (6100), 50% newsletters (1100), mail fees (445) & 50% stamps/shipping (900)
41.536.543000	UTILITIES	22,900	12,297	21,080	22,900	0		Electricity (19100) & water/sewer (1800)
41.536.544000	RENTAL & LEASES	4,445	2,131	3,653	4,445	0		3500i copier (2845), 50% 4551ci copier (1600) & 50% Airgas tank rentals (600)
41.536.545000	INSURANCE	47,000	39,140	47,000	47,000	0		43% of P&C (43000), 43% flood (3400) & 43% fuel tank (600)
41.536.546100	R&M - BUILDINGS & GROUNDS	5,000	184	316	2,500	(2,500)		AC inspections, ect
41.536.546200	R&M - MACHINERY & EQUIPMENT	12,000	426	730	6,000	(6,000)		
41.536.546300	R&M - VEHICLES	10,000	466	799	5,000	(5,000)		
41.536.546400	R&M - SYSTEM	40,000	3,483	5,972	25,000	(15,000)		Water testing (3500), water supplies, & stormwater stoppers for manholes (10000)
41.535.546500	LIFT STATION MAINTENANCE	90,000	38,962	66,793	80,000	(10,000)		Contract with Bay County for maintenance, +3 phone lines (\$1800/yr)
41.536.547000	PRINTING & BINDING	3,020	875	1,499	3,020	0		Utility bills (1500), deposit slips (120), 50% newsletters w/ DTG (1000) & 50% AP (200)/PR checks (200)
41.536.548000	EVENTS/COMMUNITY OUTREACH	-	-	-	-	-		
41.536.549000	OTHER CURRENT CHARGES	1,783	290	498	1,500	(283)		DEP water license (500), 50% ads (500), 50% fuel tank registration (38), fire extinguisher inspections (150), drug tests (180), background checks (180), vehicle registration (130) & new hire shots (100)
41.536.551000	OFFICE SUPPLIES	1,500	354	606	1,500	0		Paper, folders, ink, envelopes & other office specific supplies
41.536.551500	SMALL TOOLS	5,000	445	763	3,000	(2,000)		1/3 of annual purchase of mowers and weed eaters, pumps, crimping tools, cutters, area lighting
41.536.552000	OPERATING SUPPLIES	5,000	1,960	3,360	5,000	0		Receipt paper, cleaning supplies, blades, line, coupling, tubing, etc
41.536.552100	FUEL & LUBRICANTS	10,000	7,656	13,124	10,000	0		
41.536.552200	UNIFORMS	4,000	1,467	2,515	3,000	(1,000)		Uniforms from Unifirst
41.536.553000	ROAD MATERIALS & SUPPLIES	5,000	-	-	3,000	(2,000)		
41.536.554100	BOOKS, PUBLICATIONS	200	149	256	200	0		50% NewsHerald subscription (130)
41.536.554200	MEMBERSHIPS	1,435	1,535	2,631	1,435	0		FRWA (560), 50% BC Chamber of Commerce (187), 50% BC LOC (100), 50% NWFL LOC (50), 50% FL LOC (262), 50% FLOM (175), 50% Amazon (50) & 50% Sams Club (50)

536 Utility Department		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
41.536.554300	SOFTWARE/HARDWARE	10,150	2,049	3,512	10,150	0		50% AllData software (750), autoread software (2200), 50% Sophos protection (240), 50% remote back ups (960), updates to software & hardware (6000)
41.536.554400	TRAINING	4,500	850	1,457	2,000	(2,500)		Utility worker training, 50% City Clerk, 50% Bookkeeper & Utility Clerks & Utility workers
	Total Operating Expenditures	314,538	131,292	204,975	268,255	(46,283)	-	
41.536.661000	LAND	-	-	-	-	-		
41.536.662000	BUILDINGS	-	-	-	-	-		
41.536.663000	IMPROVEMENTS OTHER THAN BUILDINGS	111,250	-	-	81,250	(30,000)	-	50% financial system (75000)
41.533.663100	WATER SYSTEM IMPROVEMENTS	378,000	1,924	3,298	-	(378,000)		10 hydrant replacements (28000) & Long Point water line bore from Infrastructure (100000) & potential infrastructure projects (250000)
41.536.664000	MACHINERY & EQUIPMENT	95,000	4,159	99,130	7,000	(88,000)	-	2 Utility trucks (90000) & 50% new phone system (5000)
41.536.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-		
	Total Capital Expenditures	584,250	6,083	102,428	88,250	(496,000)	-	
41.536.771100	PRINCIPAL	1,590	1,572	1,572	1,590	-		Principal for new radios
41.536.772100	INTEREST	360	342	342	360	-		Interest for new radios
41.535.773100	AWT DEBT SERVICE	388,000	157,134	269,373	167,883	(220,117)		AWT costs
41.535.773200	AWT RENEWAL & REPLACEMENT COMPONENT	40,000	14,576	24,988	34,983	(5,017)		AWT costs
41.535.773300	AWT RATE RESERVE COMPONENT	60,000	23,570	40,406	25,182	(34,818)		AWT costs
	Total Debt Service Expenditures	489,950	197,195	336,661	229,998	(259,952)	-	
41.580.999990	CONTINGENCY-WATER	-	-	-	-	-		
41.580.999991	CONTINGENCY-SEWER	-	-	-	-	-		
	Other Uses Total	-	-	-	-	-		
	Subtotal	2,515,702	874,873	1,577,405	1,642,433	(873,269)	-	
41.580.581000	INTERFUND TRANSFERS OUT-WATER	53,093	-	-	-	(53,093)		
41.580.581001	INTERFUND TRANSFERS OUT-SEWER	98,602	-	-	-	(98,602)		
		151,695	-	-	-	(151,695)	-	
	Total Expenditures for Utility	2,667,397	874,873	1,577,405	1,642,433	(1,024,964)	-	

42 SRF Fund	2018/2019 Proposed Budget	Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
42.310.311100	SRF LOAN	81,037	-	-	81,037	-	-	Proceeds from Loan
42.310.334350	SRF GRANT REVENUE	81,038	-	-	81,038	(1)	-	Reimbursement for Watermain design
	Total SRF loan Revenues	162,075	-	-	162,075	(1)	-	
42.560.531000	ADMINISTRATION	-	-	-	-	-	-	Engineering costs
42.560.532000	CONSTRUCTION	-	-	-	-	-	-	labor, materials, etc.
42.560.533000	ASSET MANAGEMENT PLAN	-	2,330	3,994	-	-	-	
42.560.534000	WATERMAIN DESIGN	163,000	15,600	26,743	163,000	-	-	Watermain design project costs
	Contractual Services Total	163,000	17,930	30,737	163,000	-	-	
42.560.771100	DEBT SERVICE PRINCIPAL	31,000	-	-	31,000	-	-	SRF annual payments for wastewater (10500) &
42.560.772100	DEBT SERVICE INTEREST	-	-	-	-	-	-	watermain design (10000)
	Total Debt Service Expenditures	31,000	-	-	31,000	-	-	
	Total Expenditures for SRF	194,000	17,930	30,737	194,000	-	-	

01 General Fund		Reduction				20%		
2019/2020 Estimated Revenues		6						
Account Number	Account Name	Adopted 18/19 Budget	Actual 03/31/19	Projected 09/30/19	Proposal 19/20 Budget	Yr over Yr Chg Budget	Comments	
01.310.312400	LOCAL OPTION GAS TAX	80,000	39,686	79,372	80,000	-	DOR website (no projection yet)	
01.310.313100	ELECTRIC FRANCHISE FEES	290,000	82,903	165,806	232,000	(58,000)	Gulf Power contract - 20%	
01.310.313400	GAS FRANCHISE FEES	9,500	3,685	7,370	7,600	(1,900)	Teco Gas - 20%	
01.310.314100	ELECTRIC UTILITY TAX	370,000	114,026	228,051	296,000	(74,000)	Gulf Power contract - 20%	
01.310.314300	WATER UTILITY TAX	77,000	32,543	65,086	61,600	(15,400)	less 20%	
01.310.314400	GAS UTILITY TAX	8,000	3,523	7,046	6,400	(1,600)	Teco less 20%	
01.310.314800	PROPANE UTILITY TAX	1,700	1,446	2,893	1,700	-	Winn Dixie, AmeriGas, Ferrell & Superior	
01.310.315000	COMMUNICATIONS TAX	112,000	36,708	73,415	80,000	(32,000)	DOR website (no projection yet)	
01.320.321000	BUSINESS TAX FEES	28,000	4,019	8,039	28,000	-		
01.320.321100	PEDDLERS PERMITS	50	-	-	-	(50)		
01.320.321500	BUSINESS TAX PENALTIES	550	98	195	550	0		
01.320.329100	BUILDING PERMIT FEES	3,000	16,825	33,649	30,000	27,000	EPCL agreement - post storm reconstruction	
01.320.329110	VARIANCE APPLICATION FEES	-	-	-	-	-		
01.320.329200	GARBAGE PERMIT FEES	18,000	8,324	16,648	14,400	(3,600)	Contracts with Bargain, Nate's, Mr Trash, W/M, Coqui & Waste Pro (less 20%)	
01.330.331100	FEDERAL GRANTS	-	-	-	-	-		
01.330.334210	POLICE DEPT. GRANTS	-	-	-	-	-		
01.330.334215	JAG GRANTS	-	-	-	-	-		
01.330.334220	EDWARD BURNE GRANT	-	-	-	-	-		
01.330.334710	STATE GRANTS	-	-	-	-	-		
01.330.335120	SRS - SALES TAX	142,000	77,168	154,336	150,000	8,000	DOR website (no projection yet)	
01.330.335122	SRS - MOTOR FUEL TAX	44,000	23,141	46,283	50,000	6,000	DOR website (no projection yet)	
01.330.335140	MOBILE HOME LICENSES	400	246	491	400	0		
01.330.335150	ALCOHOLIC BEVERAGE LICENSES	1,200	1,161	2,321	1,200	0		
01.330.335180	HALF CENT SALES TAX	392,000	195,555	391,110	440,000	48,000	DOR website (no projection yet)	
01.330.335181	LOCAL INFRASTRUCTURE HALF CENT TAX	350,000	181,294	362,589	400,000	50,000	DOR website (no projection yet)	
01.330.335200	FIREFIGHTER'S SUPPLEMENTAL COMPENSATION	1,200	300	600	500	(700)	Reimbursement for Fire Special Pay (300) quarterly	
01.330.335600	MOTOR FUEL TAX REBATE	4,080	-	-	3,000	(1,080)	Rebate from Fuel Tax Report filed (340) monthly	
01.340.341100	CERTIFY, COPY, RESEARCH	300	155	309	300	0	Historical estimate	
01.340.341950	ELECTION FEES	5	0	0	-	(5)	Election in 2019	
01.340.342100	POLICE SERVICES	8,000	4,472	8,943	10,000	2,000	Revenue from the fines paid	
01.340.343400	TIPPING FEES	350,000	130,765	261,530	280,000	(70,000)	13.50 from utility bills - 20%	
01.340.343410	PENALTIES (late tipping fees)	10,000	3,770	7,540	8,000	(2,000)	Portion from late utility payments/historical	
01.340.343450	SPECIAL TIPPING FEES	10,000	1,750	3,500	10,000	0	Special trash pickups	

Contracts with Bargain, Nate's, Mr Trash, W/M, Coqui & Waste Pro (less 20%)

EPCL agreement - post storm reconstruction

DOR website (no projection yet)

DOR website (no projection yet)

DOR website (no projection yet)

EPCL agreement - post storm reconstruction

Winn Dixie, AmeriGas, Ferrell & Superior

DOR website (no projection yet)

Portion from late utility payments/historical

Special trash pickups

2019-2020 Working Budget 7-15-19

01 General Fund			Reduction	20%			
2019/2020 Estimated Revenues			6				
Account Number	Account Name	Adopted 18/19 Budget	Actual 03/31/19	Projected 09/30/19	Proposal 19/20 Budget	Yr over Yr Chg Budget	Comments
01.340.349100	STATE GRASS CONTRACT	19,009	3,922	7,843	19,009	0	DOT contract amount to City for mowing/maint on Hwys 98 through 6/30/20
01.340.349200	STATE CONTRACT ST. LIGHTING	18,235	-	-	18,235	0	DOT contract amount to City for street lighting on 98
01.340.349300	STATE CONTRACT TRAFFIC SIGNAL MAINT	10,096	-	-	10,096	0	State DOT contract amount to City for traffic lights--Ivy Rd/Tyn Pkwy and 98/Tyn Pkwy and signal devices
01.350.351100	JUDGEMENTS, FINES	4,000	2,160	4,319	5,000	1,000	Traffic violation revenue to help fund School Crossing Guard (3000) & LE Ed (1000)
01.350.354000	LOCAL ORDINANCE VIOLATIONS	10,000	9,109	18,218	10,000	0	Code collections & parking tickets, historical
01.350.359000	FORFEITURES	-	-	-	-	-	
01.360.361000	INTEREST	1,000	610	1,221	1,000	0	25% Pooled Cash interest
01.360.362000	RENT	5,000	450	900	3,750	(1,250)	Rental income from Community Building & PEEP Park -25%
01.360.362100	LEASE INCOME - CELL TOWER	19,800	9,900	19,800	19,800	0	Monthly lease of tower (1650 monthly)
01.360.364000	DISPOSITION OF ASSETS	-	5,130	10,260	-	0	
01.360.365000	SALE OF SURPLUS MATERIAL	2,000	-	-	2,000	0	
01.360.366000	PARKS CONTRIBUTIONS	4,000	1,786	3,573	4,000	0	Voluntary \$1 contribution from utility bill
01.360.366100	INKIND ASSET DONATIONS	-	-	-	-	-	
01.360.369000	OTHER MISCELLANEOUS REVENUES	3,000	1,134	3,172,000	4,750,000	4,747,000	FEMA Reimbursement
01.360.369100	SCRAP METAL REVENUE	1,000	1,522	3,045	1,000	0	From trash pickup
01.380.381000	INTERFUND TRANSFERS	151,695	-	-	-	(151,695)	
01.380.389900	PROCEEDS FROM RESERVES	233,050	-	-	-	(233,050)	
01.360.369999	CASH OVER & SHORT	-	-	-	-	-	
	Carryforward	77,070	-	-	-	(77,070)	
	Total General Fund Revenues	2,869,940	999,285	5,168,302	7,035,540	4,165,600	
	Minus Inter-Fund Transfer from Utility	2,408,125	999,285	5,168,302	7,035,540	4,627,415	

01 General Fund													
2019/2020 Proposed Budget			7										
519 General Government													
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital / Reserve needs	Comments					
01.519.512000	REGULAR SALARIES	105,902	60,119	103,060	104,853	(1,049)		50% City Clerk, 50% Bookkeeper, 33% 2 Utility Clerks, Admin/HR					
01.519.514100	OVERTIME SPECIAL	-	-	-	-	-							
01.519.515000	SPECIAL PAY	-	-	-	-	0							
01.519.516000	BONUS	2,000	-	-	-	(2,000)							
01.519.521000	FICA TAXES	8,255	4,588	7,864	8,021	(234)							
01.519.522000	RETIREMENT CONTRIBUTIONS	11,202	6,544	11,218	8,881	(2,321)		Increase in SRF rates					
01.519.523000	HEALTH INSURANCE	26,643	12,116	20,770	28,137	1,494		Increase by 10% (estimate)					
01.519.523050	LIFE INSURANCE	165	93	159	163	(2)							
01.519.523075	DENTAL INSURANCE	942	441	756	1,024	82		Decrease by 5.3%					
01.519.524000	WORKERS COMPENSATION	244	80	137	205	(39)		Decrease by 15%					
01.519.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-							
	Personnel Services Total	155,353	83,979	143,965	151,284	(4,069)	-						
01.519.531000	PROFESSIONAL SERVICES	80,000	4,493	7,701	120,000	40,000		Professional services other than engineering, auditing or legal. Planning/consulting services for LDR (70000) & contract planning person (50000)					
01.519.531100	PROFESSIONAL SERVICES - ENGINEERING	-	-	-	-	-							
01.519.531200	PROFESSIONAL SERVICES - LEGAL	25,000	7,963	13,650	25,000	0		Portion of legal costs					
01.519.532100	ACCOUNTING & AUDITING	22,550	9,020	22,550	22,550	0		50% CRI annual contract for audit					
01.519.534100	OTHER CONTRACTUAL SERVICES	38,000	8,736	14,976	38,000	0		50% GIS (3000), 50% Municode (1000), 50% network contract w/ TMGC (5500), 50% website maintenance (1500), 50% financial system maintenance (18000), 50% pest control- Davis (400) & Brock (400), 50% newsletter w/ Hoffman (300), 25% bank charges (1125), 50% City Hall dumpster (1000), Nextsite (4550) & safety deposit box (100)					
01.519.534110	FILING FEES	150	192	329	300	150		Filing fees from attorney					
01.519.534300	LIBRARY CONTRACT	39,737	39,737	39,737	39,737	0		Parker library proposed budget					
01.519.534400	ELECTIONS	5,000	418	717	-	(5,000)		Elections in 2019					
01.519.534500	COUNTY TRANSIT SERVICES	3,000	3,000	3,000	6,000	3,000		Trolley (2000) & Bay Area Transportation (1000)					
	Contractual Services Total	213,437	73,558	102,661	251,587	38,150	-						

519 General Government		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Reserve	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
01.519.540000	TRAVEL & PER DIEM	17,205	7,431	12,738	17,205	0		50% stipends for council (13205), 50% City Clerk, 50% Bookkeeper & HR travel for training (3000)
01.519.541000	COMMUNICATIONS	4,650	2,274	3,899	5,000	350		WOW (3600), Verizon (200), 4% 800 Mghz (550) & phone maintenance (300)
01.519.541100	POSTAGE & FREIGHT	3,000	584	1,001	2,000	(1,000)		50% newsletter (1100), special mailing (1000) & 50% stamps/shipping for Admin (900)
01.519.543000	UTILITIES	25,000	11,915	20,426	25,000	0		Electricity (23000) & 50% water for City Complex (2000)
01.519.544000	RENTAL & LEASES	1,600	785	1,345	1,600	0		50% 4551ci copier
01.519.545000	INSURANCE	62,000	51,883	88,942	62,000	0		57% of P&C (56500), 57% flood (4500) & 57% fuel tank (780)
01.519.546100	R&M - BUILDINGS & GROUNDS	7,000	-	-	1,000	(6,000)		
01.519.546200	R&M - MACHINERY & EQUIPMENT	5,000	9	15	1,000	(4,000)		Repair of equipment in City Hall & electronic sign maintenance
01.519.546300	R&M - VEHICLES	200	21	35	200	0		Repairs for Admin car
01.519.547000	PRINTING & BINDING	1,800	875	1,499	1,800	0		50% newsletter w/ DTG (1000) & 50% AP (200)/PR checks (200)
01.519.548000	EVENTS/COMMUNITY OUTREACH	400	-	-	400	0		Mayor for a day lunch
01.519.549000	OTHER CURRENT CHARGES	3,150	354	607	2,800	(350)		Background checks (100), 50% ads (600), notary certification, fire extinguisher inspections (100), vehicle registration, misc
01.519.551000	OFFICE SUPPLIES	1,500	590	1,011	1,500	0		Paper, folders, ink, envelopes & other office specific supplies
01.519.551500	SMALL TOOLS	-	-	-	-	-		
01.519.552000	OPERATING SUPPLIES	2,000	492	844	1,500	(500)		Minutebooks, cleaning products, seals, small furniture, tax forms, etc.
01.519.552100	FUEL & LUBRICANTS	200	-	-	200	0		
01.519.552200	UNIFORMS & LAUNDRY	250	40	69	250	0		Council Member shirts
01.519.554100	BOOKS, PUBLICATIONS	200	149	256	200	0		50% NewsHerald subscription (130)
01.519.554200	MEMBERSHIPS	1,800	1,322	2,267	1,800	0		RPC/TPO (242), 50% BC LOC (100), FACC (75), FGFOA (35), 50% BC Chamber of Commerce (187), 50% NWFL LOC (50), 50% FL LOC (263), IIMC (160), SHRM (200), 50% FLOM (175), Fred Pryor (200), 50% Amazon (50) & 50% Sam's Club (50)
01.519.554300	SOFTWARE/HARDWARE	12,000	2,355	4,037	12,000	0		50% Sophos protection (240), 50% Remote back ups (960), updates to software & hardware
01.519.554400	TRAINING	2,000	75	129	2,000	0		50% City Clerk, 50% Bookkeeper & HR

519 General Government									
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Reserve needs	Comments	
	Operating Expenses Total	150,955	81,154	139,121	139,455	(11,500)	-		
01.519.661000	LAND	-	-	-	-	-	-		
01.519.662000	BUILDINGS	-	-	-	-	-	-		
01.519.663000	IMPROVEMENTS OTHER THAN BUILDINGS	75,000	-	-	75,000	-	-	50% Financial Software (75000)	
01.519.664000	MACHINERY & EQUIPMENT	5,000	7,100	12,171	3,000	(2,000)	-	50% New phone system (5000)	
01.519.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-		
	Capital Outlay Total	80,000	7,100	12,171	78,000	(2,000)	-		
01.519.771000	PRINCIPAL	620	605	605	620	-	-	Principal for new radios	
01.519.772000	INTEREST	150	132	132	50,150	50,000	-	Interest for new radios + bank loan (50)	
01.519.773000	OTHER DEBT SERVICE COSTS	-	-	-	-	-	-		
	Debt Service Total	770	736	736	50,770	50,000	-		
01.580.999990	CONTINGENCY	35,000	-	3,172,000	5,035,000	5,000,000	-	FEMA Project costs, Unemployment claims, AL payouts for separations, education reimbursement (10000)	
	Other Uses Total	35,000	-	3,172,000	5,035,000	5,000,000	-		
	Total Expenditures for General Government	635,515	246,528	3,570,653	5,706,096	5,070,581	-		
				(2,935,138)	671,096				

01 General Fund									
2019/2020 Proposed Budget			8						
521 Police Department									
Account Number	Account Name	Adopted 18/19 Budget	Actual 05/31/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs		Comments
01.521.512000	REGULAR SALARIES	412,985	285,843	428,765	449,251	36,266		Chief, Detective, Sergeant, 7 Officers & Dispatcher (includes one additional officer)	
01.521.512100	RESERVE OFFICER PAY	-	-	-	-	-			
01.521.514000	OVERTIME	12,470	3,249	4,874	12,125	(345)			
01.521.515000	SPECIAL PAY	6,480	4,070	6,105	6,480	0			
01.521.516000	BONUS	4,130	1,489	2,234	-				
01.521.521000	FICA TAXES	33,359	24,223	36,335	35,791	2,432			
01.521.522000	RETIREMENT CONTRIBUTIONS	95,940	70,579	105,869	107,498	11,558		Increase in SRF rates	
01.521.523000	HEALTH INSURANCE	98,923	57,696	86,544	105,779	6,856		Increase by 10% (estimate)	
01.521.523050	LIFE INSURANCE	673	408	612	673	0			
01.521.523075	DENTAL INSURANCE	3,498	1,836	2,755	3,848	350		Decrease by 5.3%	
01.521.524000	WORKERS COMPENSATION	16,274	5,611	8,417	14,950	(1,324)		Decrease by 15%	
01.521.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-			
	Personnel Services Total	684,732	455,006	682,509	736,395	55,793	-		
01.521.534100	OTHER CONTRACTUAL SERVICES	11,580	-	-	9,580	(2,000)		Leads online (1580) & tuition reimbursement (10000)	
	Contractual Services Total	11,580	-	-	9,580	(2,000)	-		
01.521.535100	INVESTIGATIONS	-	-	-	-	-			
01.521.540000	TRAVEL & PER DIEM	3,200	1,833	2,749	3,200	0		FPCA Conf travel for chief, trips to Pensacola FDLE Crime Lab, travel for case testimony, etc	
								WOW (3600), Pumps (420), Verizon (6000), Advanced Technology (480) & 39% 800 MHz (4500)	
01.521.541000	COMMUNICATIONS	15,000	8,041	12,061	15,000	0			
01.521.541100	POSTAGE & FREIGHT	400	67	101	400	0		Certified mail and evidence shipment & stamps	
01.521.543000	UTILITIES	-	-	-	-	-			
01.521.544000	RENTAL & LEASES	2,400	1,257	1,886	2,400	-		3550ci Copier	
01.521.545000	INSURANCE	-	-	-	-	-			
01.521.546100	R&M - BUILDINGS & GROUNDS	1,000	-	-	1,000	0			
01.521.546200	R&M - MACHINERY & EQUIPMENT	2,500	1,560	2,341	2,500	0			
01.521.546300	R&M - VEHICLES	9,000	1,481	2,221	9,000	0		New tires for P40 & P41	
01.521.547000	PRINTING & BINDING	200	-	-	200	0		logs, parking citations	
01.521.548000	EVENTS/COMMUNITY OUTREACH	300	-	-	300	0		Various events throughout the year	
01.521.549000	OTHER CURRENT CHARGES	1,000	381	572	500	(500)		Drug tests (225), child support fee (78), vehicle registration, fire extinguisher inspection (160), misc	

2019/2020 Proposed Budget		Adopted	8	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
521 Police Department									
Account Number	Account Name	18/19 Budget	05/31/19	09/30/19	19/20 Budget	Budget	needs		
01.521.551000	OFFICE SUPPLIES	600	326	489	600	0			Paper, ink, binder, dividers, etc
01.521.551500	SMALL EQUIPMENT	2,500	359	538	700	(1,800)			7 in vehicle routers (1750)
01.521.552000	OPERATING SUPPLIES	5,000	1,419	2,128	4,000	(1,000)			Drug test kits, ammo, gloves, containers, zip ties, evidence bags, etc
01.521.552100	FUEL & LUBRICANTS	25,000	19,856	29,784	25,000	0			
01.521.552200	UNIFORMS & LAUNDRY	5,000	-	-	5,000	0			Clean and replace uniforms, 2 bullet-proof vests, body armour
01.521.554100	BOOKS, PUBLICATIONS	500	-	-	500	0			Statute books
01.521.554200	MEMBERSHIPS	700	100	150	900	200			FPCA (210), IACP NET/LOGIN (275), IACP (150) & K9 (50)
01.521.554300	SOFTWARE/HARDWARE	500	-	-	500	0			DVD burner & Eset software (500)
01.521.554400	TRAINING	5,000	600	900	5,000	0			Wilson, Strickland & Hutto conferences, training ammo
	Operating Expenses Total	79,800	37,280	55,920	76,700	(3,100)			
01.521.661000	LAND	-	-	-	-	-			
01.521.662000	BUILDINGS	-	-	-	-	-			
01.521.663000	IMPROVEMENTS OTHER THAN BUILDINGS	3,200	-	-	3,200	-			Ballistic shields
01.521.664000	MACHINERY & EQUIPMENT	40,000	-	-	10,000	(30,000)			New Explorer Vehicle
01.521.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-			
	Capital Outlay Total	43,200	-	-	13,200	(30,000)			
01.521.771000	PRINCIPAL	5,500	5,320	5,320	5,500	-			Principal for new radios
01.521.772000	INTEREST	1,200	1,159	1,159	1,200	-			Interest for new radios
	Debt Service Total	6,700	6,479	6,479	6,700	-			
01.521.990100	PD GRANT EXPENDITURES	-	-	-	-	-			
01.521.990201	JAG GRANT EXPENDITURES	-	-	-	-	-			
01.521.991200	EDWARD BURNE GRANT	-	-	-	-	-			
	Other Uses Total	-	-	-	-	-			
	Total Expenditures for Police Department	826,012	498,765	744,908	842,575	20,693			

01 General Fund									
2019/2020 Proposed Budget			7						
522 Fire Department									
Account Number	Account Name	Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments	
01.522.512000	REGULAR SALARIES	18/19 Budget 164,966	04/30/19 80,867	09/30/19 138,629	19/20 Budget 191,978	Budget 27,012	needs	Chief & 3 Fire Fighters	
01.522.513000	OTHER SALARIES	-	-	-	-	-			
01.522.514000	OVERTIME	20,168	12,358	21,185	25,313	5,145			
01.522.515000	SPECIAL PAY	1,200	700	1,200	1,100	(100)			
01.522.516000	BONUS	1,650	500	857	-	(1,650)			
01.522.521000	FICA TAXES	14,289	7,758	13,300	16,623	2,334			
01.522.522000	RETIREMENT CONTRIBUTIONS	39,289	20,972	35,951	48,187	8,898		Increase in SRF rates, Chief in DROP	
01.522.523000	HEALTH INSURANCE	39,569	16,828	28,848	31,734	(7,835)		Increase by 10% (estimate)	
01.522.523050	LIFE INSURANCE	245	107	184	245	0			
01.522.523075	DENTAL INSURANCE	1,399	612	1,049	1,539	140		Decrease by 5.3%	
01.522.524000	WORKERS COMPENSATION	9,717	3,454	5,921	9,516	(201)		Decrease by 15%	
01.522.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-			
	Personnel Services Total	292,492	144,156	247,124	326,233	33,741	-		
01.522.531150	VOLUNTEER FIRE DEPARTMENT	28,770	14,385	28,770	28,770	0		City donation to VFD paid quarterly	
01.522.531160	VOLUNTEER EMERGENCY COSTS	-	-	-	-	-			
01.522.534100	OTHER CONTRACTUAL SERVICES	-	-	-	-	-			
	Contractual Services Total	28,770	14,385	28,770	28,770	-	-		
01.522.540000	TRAVEL & PER DIEM	-	119	203	-	0			
01.522.541000	COMMUNICATIONS	7,000	4,853	8,320	7,000	0		WOW (3400) & 30% 800 Mgrtz (3600)	
01.522.541100	POSTAGE & FREIGHT	-	-	-	-	0			
01.522.543000	UTILITIES	3,900	1,901	3,259	3,900	0		Power (2600), gas (400) & water (900)	
01.522.544000	RENTAL & LEASES	-	-	-	-	0			
01.522.545000	INSURANCE	-	-	-	-	-			
01.522.546100	R&M - BUILDINGS & GROUNDS	150	21	36	-	(150)		Fire engine tools, air packs, etc	
01.522.546200	R&M - MACHINERY & EQUIPMENT	5,000	1,485	2,545	5,000	0		Accident repairs current year, 20/21 budget for new tires for E-9 (5000)	
01.522.546300	R&M - VEHICLES	5,000	2,963	5,080	5,000	0			
01.522.547000	PRINTING & BINDING	-	-	-	-	-			
01.522.548000	EVENTS/COMMUNITY OUTREACH	300	186	318	300	0		Fire truck Santa	
01.522.549000	OTHER CURRENT CHARGES	500	286	490	500	0		Fire extinguisher inspections (250), new employee shots (50), drug tests (90), misc	
01.522.551000	OFFICE SUPPLIES	500	132	226	500	0		ink, paper, etc.	
01.522.551500	SMALL TOOLS	-	-	-	-	-			
01.522.552000	OPERATING SUPPLIES	2,700	722	1,238	2,700	0		Cleaning supplies, oxygen, etc.	
01.522.552100	FUEL & LUBRICANTS	5,000	3,661	6,277	5,000	0		Based on likely runs, gas price stability	
01.522.552200	UNIFORMS	750	392	672	750	0			
01.522.554100	BOOKS, PUBLICATIONS	-	-	-	-	-			

522 Fire Department									
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs	Comments	
01.522.554200	MEMBERSHIPS	425	-	-	425	0		FSFA (425)	
01.522.554300	SOFTWARE/HARDWARE	-	-	-	-	-			
01.522.554400	TRAINING	7,000	-	-	7,000	0		Training for fire standards and certification	
	Operating Expenses Total	38,225	16,720	28,663	38,075	(150)	-		
01.522.661000	LAND	-	-	-	-	-			
01.522.662000	BUILDINGS	-	-	-	-	-			
01.522.663000	IMPROVEMENTS OTHER THAN BUILDINGS	-	-	-	-	-			
01.522.664000	MACHINERY & EQUIPMENT	-	-	-	-	-			
01.522.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-			
	Capital Outlay Total	-	-	-	-	-	-		
01.522.771000	PRINCIPAL	25,600	4,111	4,111	4,200	(21,400)	-	Principal for new radios (4200) & NO financing	
01.522.772000	INTEREST	900	895	895	900	-		med truck (21400)	
01.522.773000	OTHER DEBT SERVICE COSTS	-	-	-	-	-		Interest for new radios	
	Debt Service Total	26,500	5,006	5,006	5,100	(21,400)	-		
	Total Expenditures for Fire Department	385,987	180,267	309,563	398,178	12,191	-		

01 General Fund											
2019/2020 Proposed Budget											
523 Code Enforcement											
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs	Comments			
01.523.512000	REGULAR SALARIES	31,200	16,787	28,778	33,862	2,662		Code Enforcement Officer			
01.523.515000	SPECIAL PAY	-	-	-	-	0					
01.523.516000	BONUS	312	-	-	-	(312)					
01.523.521000	FICA TAXES	2,411	1,465	2,512	2,590	179					
01.523.522000	RETIREMENT CONTRIBUTIONS	2,577	1,608	2,756	2,868	291		Increase in SRF rates			
01.523.523000	HEALTH INSURANCE	9,892	-	-	-	(9,892)		no need			
01.523.523050	LIFE INSURANCE	61	26	44	61	0					
01.523.523075	DENTAL INSURANCE	350	-	-	-	(350)		no need			
01.523.524000	WORKERS COMPENSATION	72	25	42	66	(6)		Decrease by 15%			
01.523.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-					
	Personnel Services Total	46,875	19,911	34,133	39,448	(7,427)	-				
01.523.531200	PROFESSIONAL SERVICES - LEGAL	15,000	2,025	3,471	15,000	0		Portion of legal costs			
01.523.534100	OTHER CONTRACTUAL SERVICES	5,000	-	-	7,500	2,500		Abatement			
01.523.534110	FILING FEES - COURT CLERK	500	-	-	500	0		Clerk of court fees			
01.523.534200	ANIMAL CONTROL	40,000	13,622	23,353	40,000	0		2019 estimate			
	Contractual Services Total	60,500	15,647	26,824	63,000	2,500	-				
01.523.540000	TRAVEL & PER DIEM	400	-	-	1,000	600		For certification training travel			
01.523.541000	COMMUNICATIONS	820	437	749	820	0		WOW (560), Verizon (50) & 2% 800 Mgnhtz (210)			
01.523.541100	POSTAGE & FREIGHT	800	367	630	1,000	200					
01.523.543000	UTILITIES	-	-	-	-	-					
01.523.544000	RENTAL & LEASES	-	-	-	-	-					
01.523.545000	INSURANCE	-	-	-	-	-					
01.523.546100	R&M - BUILDINGS & GROUNDS	-	-	-	-	-					
01.523.546200	R&M - MACHINERY & EQUIPMENT	-	-	-	-	-					
01.523.546300	R&M - VEHICLES	100	4	6	100	0					
01.523.547000	PRINTING & BINDING	100	-	-	100	0		Notices, reports			
01.523.548000	EVENTS/COMMUNITY OUTREACH	-	-	-	-	-					
01.523.549000	OTHER CURRENT CHARGES	500	-	-	500	0		Ads (300), fire extinguisher inspection (10), vehicle registration & drug tests (45)			
01.523.551000	OFFICE SUPPLIES	100	74	127	250	150					
01.523.552000	OPERATING SUPPLIES	100	32	55	500	400					
01.523.552100	FUEL & LUBRICANTS	200	284	487	150	(50)					
01.523.552200	UNIFORMS	60	112	192	60	-		City shirts with logo			
01.523.554100	BOOKS, PUBLICATIONS	50	-	-	50	0		Professional publications/subscriptions			
01.523.554200	MEMBERSHIPS	75	-	-	75	0		Panthandle Assoc. of Code Enf. Agents (40) & FACE (35)			

523 Code Enforcement									
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs	Comments	
01.523.554300	SOFTWARE/HARDWARE	-	-	-	150	150	-	Color Printer	
01.523.554400	TRAINING	300	-	-	300	0	-	Certification training	
	Operating Expenses Total	3,605	1,310	2,246	5,055	1,450	-		
01.523.661000	LAND	-	-	-	-	-	-		
01.523.662000	BUILDINGS	-	-	-	-	-	-		
01.523.663000	IMPROVEMENTS OTHER THAN BUILDINGS	-	-	-	-	-	-		
01.523.664000	MACHINERY & EQUIPMENT	-	-	-	25,000	25,000	-	Code Car (25,000)	
01.523.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-		
	Capital Outlay Total	-	-	-	25,000	25,000	-		
01.523.771000	PRINCIPAL	250	242	242	250			Principal for new radios	
01.523.772000	INTEREST	60	53	53	60			Interest for new radios	
	Debt Service Total	310	294	294	310	-	-		
	Total Expenditures for Code Enforcement	111,290	37,163	63,497	132,813	21,523	-		

01 General Fund									
2019/2020 Proposed Budget			7						
534 Trash Department									
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs	Comments	
01.534.512000	REGULAR SALARIES	68,952	40,021	68,607	77,293	8,341		2 Trash Haulers	
01.534.513000	OTHER SALARIES	-	-	-	-	-			
01.534.514000	OVERTIME	1,021	318	545	1,144	123			
01.534.515000	SPECIAL PAY	-	-	-	-	0			
01.534.516000	BONUS	690	368	630	-	(690)			
01.534.521000	FICA TAXES	5,406	4,580	7,851	6,000	594			
01.534.522000	RETIREMENT CONTRIBUTIONS	5,837	4,962	8,506	6,644	807		Increase in SRF rates	
01.534.523000	HEALTH INSURANCE	19,785	11,219	19,232	21,156	1,371		Increase by 10% (estimate)	
01.534.523050	LIFE INSURANCE	122	71	122	122	0			
01.534.523075	DENTAL INSURANCE	700	408	700	770	70		Decrease by 5.3%	
01.534.524000	WORKERS COMPENSATION	5,938	2,079	3,564	5,647	(291)		Decrease by 15%	
01.534.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-			
	Personnel Services Total	108,451	64,026	109,759	118,776	10,324	-		
01.534.534100	OTHER CONTRACTUAL SERVICES	-	-	-	-	-			
01.534.534200	DISPOSAL / TIPPING FEES	95,000	5,938	10,180	95,000	-			
	Contractual Services Total	95,000	5,938	10,180	95,000	-	-		
01.534.540000	TRAVEL & PER DIEM	-	-	-	-	-			
01.534.541000	COMMUNICATIONS	780	451	773	780	-		Gas pumps phone line (360) & 4% 800 Mghitz (420)	
01.534.541100	POSTAGE & FREIGHT	-	-	-	-	-			
01.534.543000	UTILITIES	-	-	-	-	-			
01.534.544000	RENTAL & LEASES	-	-	-	-	-			
01.534.545000	INSURANCE	-	-	-	-	-			
01.534.546100	R&M - BUILDINGS & GROUNDS	-	-	-	-	-			
01.534.546200	R&M - MACHINERY & EQUIPMENT	5,000	207	356	3,000	(2,000)		13 & 9 year old vehicles, covers arms, etc	
01.534.546300	R&M - VEHICLES	7,500	643	1,103	5,000	(2,500)		T5 brake repair (1500)	
01.534.547000	PRINTING & BINDING	-	-	-	-	-			
01.534.548000	EVENTS/COMMUNITY OUTREACH	-	-	-	-	-			
01.534.549000	OTHER CURRENT CHARGES	275	181	310	275	0		Fire extinguisher inspections (15), new hire shots (20), drug tests (90), vehicle registration, misc	
01.534.551000	OFFICE SUPPLIES	-	-	-	-	0			
01.534.552000	OPERATING SUPPLIES	250	-	-	250	0			
01.534.552100	FUEL & LUBRICANTS	15,000	9,792	16,787	15,000	0			
01.534.552200	UNIFORMS	1,500	473	811	1,500	0			
01.534.553000	ROAD MATERIALS & SUPPLIES	-	-	-	-	-			
01.534.554100	BOOKS, PUBLICATIONS	-	-	-	-	-			

534 Trash Department		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
01.534.554200	MEMBERSHIPS	-	-	-	-	-	-	
01.534.554300	SOFTWARE/HARDWARE	-	-	-	-	-	-	
01.534.554400	TRAINING	-	68	117	-	0	-	
	Operating Expenses Total	30,305	11,816	20,255	25,805	(4,500)	-	
01.534.661000	LAND	-	-	-	-	-	-	
01.534.662000	BUILDINGS	-	-	-	-	-	-	
01.534.663000	IMPROVEMENTS OTHER THAN BUILDINGS	6,250	-	-	-	(6,250)	-	25% Pole barn for yard
01.534.664000	MACHINERY & EQUIPMENT	-	-	-	-	-	-	
01.534.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-	
	Capital Outlay Total	6,250	-	-	-	(6,250)	-	
01.534.771000	PRINCIPAL	28,900	484	484	28,900	-	-	New trash truck
01.534.772000	INTEREST	110	105	105	110	-	-	
	Debt Service Total	29,010	589	589	29,010	-	-	
	Total Expenditures for Trash Department	269,016	82,369	140,783	268,591	(426)	-	

01 General Fund		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
2019/2020 Proposed Budget		18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
541 Street Department								
Account Number	Account Name							
01.541.512000	REGULAR SALARIES	123,583	61,060	104,675	149,978	26,395		50% Public Works Supervisor, 50% PW Assistant & 3 Street Maintainers
01.541.513000	OTHER SALARIES	-	-	-	-	-		
01.541.514000	OVERTIME	1,497	1,716	2,942	1,749	252		
01.541.515000	SPECIAL PAY	-	-	-	-	-		
01.541.516000	BONUS	903	525	900	-	(903)		
01.541.521000	FICA TAXES	9,638	5,048	8,655	11,607	1,969		
01.541.522000	RETIREMENT CONTRIBUTIONS	10,406	5,469	9,376	12,851	2,445		Increase in SRF rates
01.541.523000	HEALTH INSURANCE	39,569	14,023	24,040	37,023	(2,546)		Increase by 10% (estimate)
01.541.523050	LIFE INSURANCE	245	53	92	245	-		
01.541.523075	DENTAL INSURANCE	1,399	627	1,074	1,539	140		
01.541.524000	WORKERS COMPENSATION	11,756	4,886	8,376	11,773	17		
01.541.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-		
	Personnel Services Total	198,996	93,409	160,130	226,766	27,770	-	
01.541.531000	PROFESSIONAL SERVICES	-	-	-	-	-		
01.541.531100	PROFESSIONAL SERVICES - ENGINEERING	-	-	-	-	-		
01.541.531200	PROFESSIONAL SERVICES - LEGAL	-	-	-	-	-		
01.541.534100	OTHER CONTRACTUAL SERVICES	15,000	7,436	12,748	15,000	0		NPDES, tree removal, BC traffic signal maintenance (2500), electrical work, etc
	Contractual Services Total	15,000	7,436	12,748	15,000	-	-	
01.541.540000	TRAVEL & PER DIEM	-	-	-	-	-		
01.541.541000	COMMUNICATIONS	2,300	1,128	1,934	2,300	-		WOW (800), Pumps (360), Verizon (420) & 6% 800 Mghz (720)
01.541.541100	POSTAGE & FREIGHT	100	-	-	100	-		NPDES mailings
01.541.543000	UTILITIES	-	-	-	-	-		
01.541.543100	STREET LIGHTING	75,000	40,769	69,889	75,000	-		Street lighting (6300)
01.541.544000	RENTAL & LEASES	-	-	-	-	-		
01.541.545000	INSURANCE	-	-	-	-	-		
01.541.546100	R&M - BUILDINGS & GROUNDS	10,000	-	-	2,500	(7,500)		Shop repairs, yard and general
01.541.546200	R&M - MACHINERY & EQUIPMENT	6,000	781	1,338	3,000	(3,000)		Heavy equipment repairs
01.541.546300	R&M - VEHICLES	5,000	887	1,521	3,000	(2,000)		Regular maintenance costs
01.541.547000	PRINTING & BINDING	250	-	-	250	0		Water quality brochures (NPDES)
01.541.548000	EVENTS/COMMUNITY OUTREACH	-	-	-	-	-		
01.541.549000	OTHER CURRENT CHARGES	300	90	155	300	0		Drug tests (90), fire extinguisher inspections (120), vehicle registration, new hire shots (50), misc
01.541.551000	OFFICE SUPPLIES	-	-	-	-	0		

541 Street Department		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
01.541.551500	SMALL TOOLS	3,000	742	1,272	2,000	(1,000)		1/3 annual purchase of weed eaters and mowers
01.541.552000	OPERATING SUPPLIES	3,000	78	134	3,000	0		
01.541.552100	FUEL & LUBRICANTS	8,000	3,110	5,332	6,500	(1,500)		
01.541.552200	UNIFORMS	2,000	753	1,290	2,000	0		
01.541.553000	ROAD MATERIALS & SUPPLIES	15,000	2,118	3,631	7,500	(7,500)		Concrete, asphalt, drain pipes, etc
01.541.554100	BOOKS, PUBLICATIONS	-	-	-	-	-		
01.541.554200	MEMBERSHIPS	-	-	-	-	-		
01.541.554300	SOFTWARE/HARDWARE	-	-	-	-	-		
01.541.554400	TRAINING	500	-	-	200	(300)		
	Operating Expenses Total	130,450	50,456	86,497	107,650	(22,800)	-	
01.541.661000	LAND	-	-	-	-	-		
01.541.662000	BUILDINGS	-	-	-	-	-		
01.541.663000	IMPROVEMENTS OTHER THAN BUILDINGS	6,250	-	-	-	(6,250)	-	25% Pole barn for yard
01.541.664000	MACHINERY & EQUIPMENT	16,500	-	-	-	(16,500)	-	Attachment for equipment (10000) & standup mower (6500)
01.541.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-		
	Capital Outlay Total	22,750	-	-	-	(22,750)	-	
01.541.771000	PRINCIPAL	900	846	846	900	-		Principal for new radios
01.541.772000	INTEREST	200	184	184	200	-		Interest for new radios
01.541.773000	OTHER DEBT SERVICE COSTS	-	-	-	-	-		
	Debt Service Total	1,100	1,031	1,031	1,100	-	-	
	Total Expenditures for Street Department	368,296	152,333	260,405	350,516	(17,780)	-	

01 General Fund											
2019/2020 Proposed Budget											
549 Fleet Department											
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs	Comments			
01.549.512000	REGULAR SALARIES	16,640	8,964	15,366	19,011	2,371		50% Mechanic			
01.549.513000	OTHER SALARIES	-	-	-	-	-					
01.549.514000	OVERTIME	360	11	18	411	51					
01.549.515000	SPECIAL PAY	-	-	-	-	-					
01.549.516000	BONUS	333	161	275	-	(333)					
01.549.521000	FICA TAXES	1,326	742	1,272	1,486	160					
01.549.522000	RETIREMENT CONTRIBUTIONS	1,374	801	1,373	1,610	236		Increase in SRF rates			
01.549.523000	HEALTH INSURANCE	4,946	2,805	4,808	5,289	343		Increase by 10% (estimate)			
01.549.523050	LIFE INSURANCE	31	18	31	31	0					
01.549.523075	DENTAL INSURANCE	175	102	175	192	17		Decrease by 5.3%			
01.549.524000	WORKERS COMPENSATION	602	204	350	583	(19)		Decrease by 15%			
01.549.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-					
	Personnel Services Total	25,787	13,807	23,669	28,614	2,827	-				
01.549.534100	OTHER CONTRACTUAL SERVICES	-	-	-	-	-					
	Contractual Services Total	-	-	-	-	-	-				
01.549.540000	TRAVEL & PER DIEM	-	-	-	-	-					
01.549.541000	COMMUNICATIONS	120	114	196	120	-		1% 800 Mghitz (120)			
01.549.541100	POSTAGE & FREIGHT	-	-	-	-	-					
01.549.543000	UTILITIES	-	-	-	-	-					
01.549.544000	RENTAL & LEASES	620	296	508	620	0		50% tank rentals			
01.549.545000	INSURANCE	-	-	-	-	-					
01.549.546100	R&M - BUILDINGS & GROUNDS	1,000	-	-	1,000	0					
01.549.546200	R&M - MACHINERY & EQUIPMENT	600	-	-	600	0		Fuel tank inspections			
01.549.546300	R&M - VEHICLES	500	-	-	500	0		U-9 & P-2			
01.549.547000	PRINTING & BINDING	-	-	-	-	0					
01.549.548000	EVENTS/COMMUNITY OUTREACH	-	-	-	-	-					
01.549.549000	OTHER CURRENT CHARGES	200	-	-	200	0		50% Fuel tank registration (38), fire extinguisher inspections (15), new hire shots (20), drug tests (45), misc			
01.549.551000	OFFICE SUPPLIES	200	-	-	200	0					
01.549.551500	SMALL TOOLS	2,000	-	-	2,000	0					
01.549.552000	OPERATING SUPPLIES	3,000	963	1,652	3,000	0		Hydraulic fluid, lights, oil, filters			
01.549.552100	FUEL & LUBRICANTS	1,000	42	71	500	(500)		U-9 & P-2			
01.549.552200	UNIFORMS	350	113	194	350	0		50% Unfirst			
01.549.554100	BOOKS, PUBLICATIONS	-	-	-	-	-					
01.549.554200	MEMBERSHIPS	-	-	-	-	-					

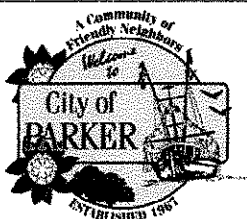
549 Fleet Department		Adopted	Actual	Projected	Proposed	Yr over Yr Chg	Capital	Comments
Account Number	Account Name	18/19 Budget	04/30/19	09/30/19	19/20 Budget	Budget	needs	
01.549.554300	SOFTWARE/HARDWARE	750	-	-	750	0	-	50% AllData software (750)
01.549.554400	TRAINING	-	-	-	-	-	-	
	Operating Expenses Total	10,340	1,529	2,620	9,840	(500)	-	
01.549.661000	LAND	-	-	-	-	-	-	
01.549.662000	BUILDINGS	-	-	-	-	-	-	
01.549.663000	IMPROVEMENTS OTHER THAN BUILDINGS	-	-	-	-	-	-	
01.549.664000	MACHINERY & EQUIPMENT	2,500	-	-	-	(2,500)	-	
01.549.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-	
	Capital Outlay Total	2,500	-	-	-	(2,500)	-	
01.549.771000	PRINCIPAL	130	121	121	130	-	-	Principal for new radios
01.549.772000	INTEREST	30	26	26	30	-	-	Interest for new radios
01.549.773000	OTHER DEBT SERVICE COSTS	-	-	-	-	-	-	
	Debt Service Total	160	147	147	160	-	-	
	Total Expenditures for Fleet Department	38,787	15,483	26,437	38,614	(173)	-	

01 General Fund									
2019/2020 Proposed Budget									
572 Parks Department									
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs	Comments	
01.572.512000	REGULAR SALARIES	23,338	13,583	23,284	27,498	4,160		Park Maintainer	
01.572.513000	OTHER SALARIES	-	-	-	-	-			
01.572.514000	OVERTIME	471	118	202	555	84			
01.572.515000	SPECIAL PAY	-	-	-	-	0			
01.572.516000	BONUS	233	190	326	-	(233)			
01.572.521000	FICA TAXES	1,839	1,113	1,908	2,146	307			
01.572.522000	RETIREMENT CONTRIBUTIONS	1,928	1,201	2,059	2,329	401		Increase in SRF rates	
01.572.523000	HEALTH INSURANCE	9,892	5,609	9,616	10,578	686		Increase by 10% (estimate)	
01.572.523050	LIFE INSURANCE	61	36	61	61	0			
01.572.523075	DENTAL INSURANCE	350	204	350	385	35		Decrease by 5.3%	
01.572.524000	WORKERS COMPENSATION	1,066	374	642	1,064	(2)		Decrease by 15%	
01.572.525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-			
	Personnel Services Total	39,178	22,428	38,448	44,616	5,437	-		
01.572.534100	OTHER CONTRACTUAL SERVICES	9,000	1,753	3,006	9,000	0		Gilbert dumpsters (2760), electrical repairs (4500), tree/stump removal, security cameras, etc.	
	Contractual Services Total	9,000	1,753	3,006	9,000	-	-		
01.572.540000	TRAVEL & PER DIEM	-	-	-	-	-			
01.572.541000	COMMUNICATIONS	4,220	1,920	3,292	4,220	-		WOW (4000) & 2% 800 Mighz (220)	
01.572.541100	POSTAGE & FREIGHT	-	-	-	-	-			
01.572.543000	UTILITIES	9,600	4,455	7,637	9,600	0		Electricity (8500) & water (2600)-offset by Frisbee & Football team payments (-1500)	
01.572.544000	RENTAL & LEASES	1,500	-	-	1,500	0		Portable toilet for Earl Gilbert Park for 6 months	
01.572.545000	INSURANCE	-	-	-	-	-		(1200) & upland lease for EGP (300)	
01.572.546100	R&M - BUILDINGS & GROUNDS	15,000	663	1,136	3,000	(12,000)		Pest control, landscaping, sprinklers, general park maintenance, video surveillance on Gilbert Park, shelter wood replacement & picnic tables	
01.572.546200	R&M - MACHINERY & EQUIPMENT	6,000	12	20	3,000	(3,000)		Mowers, park equipment & tractor maintenance	
01.572.546300	R&M - VEHICLES	2,000	12	21	2,000	0			
01.572.547000	PRINTING & BINDING	-	-	-	-	-			
01.572.548000	EVENTS/COMMUNITY OUTREACH	5,000	2	3	500	(4,500)		Tree lighting ceremony	
01.572.549000	OTHER CURRENT CHARGES	300	38	66	300	0		Drug tests (45), new hire shots (20), DEP permits (100), fire extinguisher inspections (100), misc	

572 Parks Department									
Account Number	Account Name	Adopted 18/19 Budget	Actual 04/30/19	Projected 09/30/19	Proposed 19/20 Budget	Yr over Yr Chg Budget	Capital needs	Comments	
01.572.551000	OFFICE SUPPLIES	-	-	-	-	0			
01.572.551500	SMALL TOOLS	2,000	-	-	1,500	(500)		1/3 of annual purchase of weedsters & mowers	
01.572.552000	OPERATING SUPPLIES	3,000	66	114	3,000	0		Nets, safety equipment & striping/chalk	
01.572.552100	FUEL & LUBRICANTS	1,750	3,920	6,720	1,750	0			
01.572.552200	UNIFORMS	600	226	387	600	0			
01.572.554100	BOOKS, PUBLICATIONS	-	-	-	-	-			
01.572.554200	MEMBERSHIPS	-	-	-	-	-			
01.572.554300	SOFTWARE/HARDWARE	-	-	-	-	-			
01.572.554400	TRAINING	200	-	-	200	-			
	Operating Expenses Total	51,170	11,313	19,394	31,170	(20,000)	-		
01.572.661000	LAND	-	-	-	-	-			
01.572.662000	BUILDINGS	45,000	-	-	-	(45,000)		Benches, water fountains, ACS, & EG Park roofs	
01.572.663000	IMPROVEMENTS OTHER THAN BUILDINGS	6,250	-	-	-	(6,250)	-	25% Pole barn for yard	
01.572.664000	MACHINERY & EQUIPMENT	15,000	-	-	-	(15,000)	-	Lawn mower	
01.572.665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-			
	Capital Outlay Total	66,250	-	-	-	(66,250)	-		
01.572.771000	PRINCIPAL	250	242	242	250	-		Principal for new radios	
01.572.772000	INTEREST	60	53	53	60	-		Interest for new radios	
01.572.773000	OTHER DEBT SERVICE COSTS	-	-	-	-	-			
	Debt Service Total	310	294	294	310	-	-		
01.572.990100	OTHER USES	-	-	-	-	-			
01.572.995200	FWC GRANT-EARL GILBERT BOATRAMP	-	-	-	-	-			
	Other Uses Total	-	-	-	-	-	-		
	Total Expenditures for Parks Department	165,908	35,789	61,142	85,096	(80,813)	-		

01 General Fund																
2019/2020 Proposed Budget		Proposed														
Account Number	Account Name	Gen Govt	Police	Fire	Code Enf	Trash	Street	Fleet	Parks	CRA	School Crossing Guard	LE Edu	LE Forf	Disaster	Total Proposed	Adopted 18/19 Budget
512000	REGULAR SALARIES	104,853	449,251	191,978	33,862	77,293	149,978	19,011	27,498	-	3,200	-	-	-	1,056,924	950,766
513000	OTHER SALARIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
514000	OVERTIME	-	12,125	25,313	-	1,144	1,749	411	555	-	-	-	-	-	41,297	35,987
515000	SPECIAL PAY	-	6,480	1,100	-	-	-	-	-	-	-	-	-	-	7,580	7,680
516000	BONUS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
521000	FICA TAXES	8,021	35,791	16,623	2,550	6,000	11,607	1,486	2,146	-	245	-	-	-	84,510	76,768
522000	RETIREMENT CONTRIBUTIONS	8,881	107,498	48,187	2,868	6,644	12,851	1,610	2,329	-	634	-	-	-	191,502	169,187
523000	HEALTH INSURANCE	28,137	105,779	31,734	-	21,156	37,023	5,289	10,578	-	-	-	-	-	239,695	249,219
523050	LIFE INSURANCE	163	673	245	61	122	245	31	61	-	-	-	-	-	1,601	1,603
523075	DENTAL INSURANCE	1,024	3,848	1,539	-	770	1,539	192	385	-	-	-	-	-	9,296	8,813
524000	WORKMAN'S COMPENSATION	205	14,950	9,516	66	5,647	11,773	583	1,064	-	-	-	-	-	43,805	45,669
525000	UNEMPLOYMENT COMPENSATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Personnel Services Total	151,284	736,395	326,233	39,448	118,776	226,766	28,614	44,616	-	4,079	-	-	-	1,676,210	1,555,943
531000	PROFESSIONAL SERVICES	120,000	-	-	-	-	-	-	-	-	-	-	-	-	120,000	80,000
531100	PROFESSIONAL SERVICES - ENGIN	-	-	-	-	-	-	-	-	2,000	-	-	-	-	2,000	2,000
531150	VOLUNTEER FIRE DEPARTMENT	-	-	28,770	-	-	-	-	-	-	-	-	-	-	28,770	28,770
531200	PROFESSIONAL SERVICES - LEGAL	25,000	-	-	15,000	-	-	-	-	-	-	-	-	-	40,000	40,000
532100	ACCOUNTING & AUDITING	22,550	-	-	-	-	-	-	-	-	-	-	-	-	22,550	22,550
534100	OTHER CONTRACTUAL SERVICES	38,000	9,580	-	7,500	-	15,000	-	9,000	-	-	-	2,000	-	81,080	80,580
534110	FILING FEES - COURT CLERK	300	-	-	500	-	-	-	-	-	-	-	-	-	800	650
534200	ANIMAL CONTROL	-	-	-	40,000	-	-	-	-	-	-	-	-	-	40,000	40,000
534200	DISPOSAL / TIPPING FEES	-	-	-	-	95,000	-	-	-	-	-	-	-	-	95,000	95,000
534300	LIBRARY CONTRACT	39,737	-	-	-	-	-	-	-	-	-	-	-	-	39,737	39,737
534360	ELECTIONS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
534500	TROLLY	6,000	-	-	-	-	-	-	-	-	-	-	-	-	6,000	5,000
	Contractual Services Total	251,587	9,580	28,770	63,000	95,000	15,000	-	9,000	2,000	-	-	2,000	-	475,937	437,287
540000	TRAVEL & PER DIEM	17,205	3,200	-	1,000	-	-	-	-	-	-	750	-	-	22,155	21,555
541000	COMMUNICATIONS	5,000	15,000	7,000	820	780	2,300	120	4,220	-	-	-	-	-	35,240	34,890
541100	POSTAGE & FREIGHT	2,000	400	-	1,000	-	100	-	-	-	-	-	-	-	3,500	4,300
543000	UTILITIES	25,000	-	3,900	-	-	-	-	9,600	-	-	-	-	-	38,500	38,500
543100	STREET LIGHTING	-	-	-	-	-	75,000	-	-	-	-	-	-	-	75,000	75,000
544000	RENTAL & LEASES	1,600	2,400	-	-	-	-	620	1,500	-	-	-	-	-	6,120	6,120
545000	INSURANCE	62,000	1,000	-	-	-	-	-	-	-	-	-	-	-	62,000	62,000
546100	R&M - BUILDINGS & GROUNDS	1,000	1,000	-	-	-	2,500	1,000	3,000	-	-	-	-	-	8,500	34,150
546200	R&M - MACHINERY & EQUIPMENT	1,000	2,500	5,000	-	3,000	3,000	600	3,000	-	-	-	-	-	18,100	30,100
546300	R&M - VEHICLES	200	9,000	5,000	100	5,000	3,000	500	2,000	-	-	-	-	-	24,800	29,300
547000	PRINTING & BINDING	1,800	200	-	100	-	250	-	-	-	-	-	-	-	2,350	2,350
548000	EVENTS/COMMUNITY OUTREACH	400	300	300	-	-	-	-	500	-	-	-	-	-	1,500	6,000
549000	OTHER CURRENT CHARGES	2,800	500	500	500	275	300	200	300	1,000	-	-	2,000	-	8,375	9,225

01 General Fund																2	12	11	13	15			
2019/2020 Proposed Budget		Proposed																					
Account Number	Account Name	Gen Govt	Police	Fire	Code Enf	Trash	Street	Fleet	Parks	CRA	School Crossing Guard	LE Edu	LE Forf	Disaster	Total Proposed	Adopted 18/19 Budget							
551000	OFFICE SUPPLIES	1,500	600	500	250	-	-	200	-	-	-	-	-	-	3,050	2,900							
551500	SMALL TOOLS	-	700	-	-	-	2,000	2,000	1,500	-	-	-	2,000	-	8,200	11,500							
552000	OPERATING SUPPLIES	1,500	4,000	2,700	500	250	3,000	3,000	3,000	-	200	-	2,000	-	20,150	21,250							
552100	FUEL & LUBRICANTS	200	25,000	5,000	150	15,000	6,500	500	1,750	-	-	-	-	-	54,100	56,150							
552200	UNIFORMS	250	5,000	750	60	1,500	2,000	350	600	-	-	-	-	-	10,510	10,510							
553000	ROAD MATERIALS & SUPPLIES	-	-	-	-	-	7,500	-	-	-	-	-	-	-	7,500	15,000							
554100	BOOKS, PUBLICATIONS	200	500	-	50	-	-	-	-	-	-	-	-	-	750	750							
554200	MEMBERSHIPS	1,800	900	425	75	-	-	-	-	-	-	-	-	-	3,200	3,000							
554300	SOFTWARE/HARDWARE	12,000	500	-	150	-	-	750	-	-	-	-	-	-	13,400	13,250							
554400	TRAINING	2,000	5,000	7,000	300	-	200	-	200	-	200	1,300	-	-	16,200	16,500							
	Operating Expenses Total	139,455	76,700	38,075	5,055	25,805	107,650	9,840	31,170	1,000	400	2,050	6,000	-	443,200	504,300							
661000	LAND	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
662000	BUILDINGS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
663000	IMPROVEMENTS	75,000	3,200	-	-	-	-	-	-	-	-	-	-	-	78,200	45,000							
664000	MACHINERY & EQUIPMENT	3,000	10,000	-	25,000	-	-	-	-	-	-	-	1,600	-	39,600	96,950							
665000	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80,600							
	Capital Outlay Total	78,000	13,200	-	25,000	-	-	-	-	-	-	-	1,600	-	117,800	222,550							
771000	PRINCIPAL	620	5,500	4,200	250	28,900	900	130	250	-	-	-	-	-	40,750	62,150							
772000	INTEREST	50,150	1,200	900	60	110	200	30	60	-	-	-	-	-	52,710	2,710							
773000	OTHER DEBT SERVICE COSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	Debt Service Total	50,770	6,700	5,100	310	29,010	1,100	160	310	-	-	-	-	-	93,460	64,860							
990201	JAG GRANT EXPENDITURES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
995200	FWC GRANT-EARL GILBERT BOAT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
999990	CONTINGENCY	5,035,000	-	-	-	-	-	-	-	-	-	-	-	-	50,000	85,000							
	Total Other Uses	5,035,000	-	-	-	-	-	-	-	-	-	-	-	-	50,000	85,000							
	Total Expenditures	5,706,096	842,575	398,178	132,813	268,591	350,516	38,614	85,096	3,000	4,479	2,050	9,600	50,000	7,891,607	2,869,940							



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Planning Commission

2. MEETING DATE:

August 6, 2019

3. REQUESTED MOTION/ACTION:

First Reading of revised Mobile Home Ordinance 2019-384

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

Mobile Home Ordinance was updated based upon all of the public comment received. The current version incorporates the comments heard. This would be a first reading and public hearing. The second reading of this ordinance will be held at the second public hearing on August 20th, 2019 at 5:30 p.m.

ORDINANCE NO. 2019- 384

AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING ORDINANCE 2012-358, AS AMENDED, ADOPTING BY REFERENCE THE CITY'S COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION CODE; AMENDING VARIOUS SECTIONS OF THE CITY'S COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION CODE; PROVIDING A MECHANISM FOR THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR THE LIBERAL CONSTRUCTION OF THIS ORDINANCE; PROVIDING FOR REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1. Section 2-2 of the City's Comprehensive Planning and Land Development Regulation Code ("LDR") adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

Sec. 2-2. DEFINITIONS

ABANDONED SIGN. A sign which no longer identifies or advertises a bona fide business; lessor, service, owner, product, or activity, and/or for which no legal owner can be found.

ABUTTING. Having a common border with, or being separated from such a common border by a right-of-way, alley or easement.

ACCESSORY DWELLING UNIT. An additional, ancillary dwelling unit located on the same lot or parcel as a principal dwelling unit. Accessory dwelling units are not allowed within the City.

ACCESSORY STRUCTURE (APPURTENANT STRUCTURE). A structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, shall not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, temporary carports, storage buildings and pole barns.

ACCESSORY USE. A subordinate or ancillary use of land, or structure or improvements thereon or portion thereof, customarily used in connection with the occupation of a principle structure upon the same lot, parcel or property.

ADULT CONGREGATE LIVING FACILITY (ACLF). A type of residential care facility as defined in Section 400.021, Florida Statutes. Any institution, building, residence, private home, or other place, whether operated for profit or not, including a place operated by a county or municipality, which undertakes through its ownership or management to provide for a period exceeding 24-hour nursing care, personal care, or custodial care for three or more persons not related to the owner or manager by blood or marriage, who by reason of illness, physical infirmity, or advanced age require such services, but does not include any place providing care and

treatment primarily for the acutely ill. A facility offering services for fewer than three persons is within the meaning of this definition if it holds itself out to the public to be an establishment which regularly provides such services. See residential care facility.

ALTERATION OF A WATERCOURSE. (As relating to Article 8 Floodplain Management only.) A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

AIRPORT. An area of land or water designed and set aside for the landing and taking off of aircraft, utilized or to be utilized in the interest of the public for such purpose and validly licensed by the State in the public airport category or operated by the federal government in the interest of national defense, including but not limited to Tyndall Air Force Base.

ALLEY. A roadway dedicated to public use affording only a secondary means of access to abutting property and not intended for general traffic circulation.

ANIMATED SIGN. Any sign which uses movement or change of lighting to depict action or to create a special effect or scene (compare "Flashing Sign").

APARTMENT. Any public lodging establishment intended for living accommodations of a family being joined by common walls or other surfaces structurally, either with or without kitchen equipment or housekeeping facilities.

APPEAL. (As relating to Article 8 Floodplain Management only.) A request for a review of the Floodplain Administrator's interpretation of any provision of the Floodplain Management Article or a request for a variance.

AREA OR AREA OF JURISDICTION. The total area of jurisdiction for the City as established by its municipal charter and any subsequent annexations.

ARTERIAL ROAD. A roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

ASCE 24. (As relating to Article 8 Floodplain Management only.) A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

BASE FLOOD. (As relating to Article 8 Floodplain Management only.) A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

BASE FLOOD ELEVATION. (As relating to Article 8 Floodplain Management only.) The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

BASEMENT. (As relating to Article 8 Floodplain Management only.) The portion of a building having its floor subgrade (below ground level) on all sides.

BEACH. The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation.

BICYCLE WAY. Any road, path or way which is primarily intended for bicycle travel and from which motor vehicles are excluded.

BILLBOARD. (See "Off-Premise Sign")

BUFFER. A specified land area, together with any planting, landscaping, fencing or any physical structure erected on the land, used to visibly separate one land use from another or to shield or block noise, light, or any other nuisance.

BUILDING. Any structure that encloses a space used for sheltering any occupancy. Each portion of a building separated from other portions by a firewall shall be considered as a separate building.

BUILDING OFFICIAL. A person or entity designated by the City to enforce the regulations associated with the permitting for and construction of new buildings and/or alteration and safety of existing buildings.

BUILDING PERMIT. An official document or certificate issued by the City or its designee, currently Bay County Building Department, authorizing performance of building or construction activity.

BUSINESS. Any enterprise or venture wherein persons either sell, buy, exchange, barter or deal or any of these things, or represent the dealing in anything or article of value, or rendering services for compensation.

CARPORT. A fixed and permanent structure. It has a foundational floor, not earthen. Its construction and materials shall be substantially similar to the principal structure to which it is attached. The foregoing definition shall not apply to or define a "temporary carport" that is specifically defined herein.

CHANGEABLE COPY SIGN (AUTOMATIC). A sign on which the copy changes automatically on a lampbank or through mechanical means, e.g., electrical or electronic time and temperature units.

CHANGEABLE COPY SIGN (MANUAL). A sign on which copy is changed manually in the field, e.g., readerboards with changeable letters.

CITY. The City of Parker, Florida, a municipal corporation.

CITY CLERK. The duly appointed clerk of the City.

CITY COUNCIL. The elected legislative body of the City.

CLEARANCE (OF A SIGN). The smallest vertical distance between the grade of the adjacent street and the lowest point of any sign, including framework, embellishments, poles and supports, extending over that grade.

CLINIC. A structure where patients who are not lodged overnight are admitted for examination and treatment by any health care provider.

COASTAL AREA. The land area subject to evacuation in the event of a Category 3 hurricane and all included coastal resources.

COASTAL CONSTRUCTION CONTROL LINE. (As relating to Article 8 Floodplain Management only.) The line established by the State of Florida pursuant to Section 161.053, Florida Statutes, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

COASTAL HIGH HAZARD AREA. An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes ("SLOSH") computerized storm surge model (Chapter 163.3178.(2)(h), F.S.). Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]

COASTAL RESOURCES. Estuarine shorelines, marine wetlands, water dependent land uses, public waterfront access points, and waterfront recreation areas, estuarine and oceanic waters, and submerged lands.

COASTAL OR SHORE PROTECTION STRUCTURE. A shore-hardening structure, such as a seawall, bulkhead, revetment, rubblemound structure, groin, breakwater, rip rap, reef and aggregate of materials other than natural beach sand used for beach or shore protection and which are intended to prevent erosion or protect other structures from wave and hydrodynamic forces.

COLLECTOR ROAD. A roadway providing service which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local roads or arterial roads.

COMMERCIAL USE. Any activity within land areas which are predominately connected with the sale, rental and distribution of products, or performance of services.

COMMUNITY PARK. A park located near major roadways, and designed to serve the needs of more than one neighborhood.

COMMUNITY RESIDENTIAL HOME. As defined by Chapter 419 of the Florida Statutes, a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency for Health Care Administration which provides for a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff may be necessary to meet the physical, emotional, and social needs of the residents.

COMPREHENSIVE PLAN. The Comprehensive Plan for the City as amended or superseded.

CONDOMINIUM. That form of ownership of real property existing pursuant to Chapter 718 of the Florida Statutes which is comprised of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

CONTAINER HOMES. Homes constructed from repurposed shipping containers. Such homes must meet all residential construction standards of the Florida Building Code. Container home exteriors, at a minimum, shall be painted to replace the industrial finish and remove any original signage. Exterior cladding, doors, windows, porches, and similar architectural elements are encouraged.

CONTIGUOUS. Next to, abutting, or having a common boundary.

CONSERVATION USES. Activities within land areas designated for the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, floodplain management, fisheries management, or protection of vegetative communities or wildlife habitats.

CONSTRUCTION SIGN. A temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.

COPY. The wording on a sign surface in either permanent, temporary or removable letter form.

COUNTY. Bay County, Florida.

DECK. An exterior floor system supported on at least two opposing sides by an adjoining structure and/or posts, piers, or other independent supports.

DENSITY, GROSS. The total number of dwelling units divided by the total site area, less public right-of-way.

DESIGN FLOOD. (As relating to Article 8 Floodplain Management only.) The flood associated with the greater of the following two areas:

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

DESIGN FLOOD ELEVATION. (As relating to Article 8 Floodplain Management only.) The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

DEVELOPER. Any person, including a governmental agency undertaking any development.

DEVELOPMENT. (As relating to Article 8 Floodplain Management only.) Any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures,

mining, dredging, filling, grading, paving, excavating, drilling operations, or any other land disturbing activities. Refer to Section 380.04, Florida Statutes.

DEVELOPMENT PERMIT. Includes any land use permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of the City Council or its designee having the effect of permitting the development of land.

DIAMETER AT BREAST HEIGHT ("DBH"). The diameter of a tree measured at 54 inches above ground level. In the case of a tree with multiple main stems, the diameter shall be the sum of the diameters of the stems.

DIRECTIONAL/INFORMATION SIGN. An on-premise sign giving directions, instructions, or facility information and which may not contain the name or logo of an establishment or any advertising copy; e.g., parking or exit and entrance signs.

DOUBLE-FACED SIGN. A sign with two faces.

DRAINAGE BASIN. The area defined by topographic boundaries which contributes stormwater to a drainage system, estuarine waters, or oceanic waters, including all areas artificially added to the basin.

DRAINAGE DETENTION STRUCTURE. A structure which collects and temporarily stores stormwater for the purpose of treatment through physical, chemical, or biological processes with subsequent gradual release of the stormwater.

DRAINAGE FACILITIES. A system of man-made structures designed to collect, convey, hold, divert or discharge stormwater, and includes stormwater sewers, canals, detention structures, and retention structures.

DRAINAGE RETENTION STRUCTURE. A structure designed to collect and prevent the release of a given volume of stormwater by complete on-site storage.

DRIP LINE. The outermost perimeter of the crown of a tree as projected vertically to the ground.

DUPLEX. A residential building containing two separate dwelling units joined by a common wall.

DWELLING UNIT. A single, unified combination of rooms within a structure or part of a structure which is designed for residential use by one or more persons who maintain a common household.

DWELLING, DETACHED SINGLE-FAMILY. A building containing one dwelling unit not attached to any other dwelling unit.

DWELLING, MULTI-FAMILY. A residential building containing two or more separate dwelling units, including duplexes, triplexes, and quadraplexes.

EASEMENT. An incorporeal, non-possessory interest in real property imposed upon corporeal property which confers no right of participation in the profits from the property upon which it is imposed and is imposed for the benefit of the corporeal property, and consists of two tenements, the dominant to which the right of the easement belongs, and the servient, upon which the obligation of the easement rests. An easement may include, but shall not be limited to an express easement, an implied easement, an easement by necessity and a prescriptive easement.

EDUCATIONAL USE. Any land or structure used for public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities and parking.

ELECTRICAL SIGN. A sign or sign structure in which electrical wiring, connections, or fixtures are used.

ENCROACHMENT. (As relating to Article 8 Floodplain Management only.) The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

ESTUARY. A semi-enclosed, naturally existing coastal body of water in which saltwater is naturally diluted by freshwater and which has an open connection with oceanic waters. "Estuary" includes bays, bayous, lagoons, sounds and tidal streams.

EXISTING BUILDING AND EXISTING STRUCTURE. (As relating to Article 8 Floodplain Management only.) Any buildings and structures for which the "start of construction" commenced before August 1, 1980.

EXISTING MANUFACTURED HOME PARK or EXISTING MANUFACTURED HOME SUBDIVISION. (As relating to Article 8 Floodplain Management only.) A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 1, 1980.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. (As relating to Article 8 Floodplain Management only.) The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FACE OF SIGN. The area of the sign in which the copy is placed.

FACILITY. Something that is built, installed or established to serve a particular purpose.

FAMILY. Two or more persons living together in one structure, domicile, house, apartment or living unit, possessing a head, who has a right, at least in a limited way, to direct and control those gathered in the household and who is legally or morally obligated to support himself and any other members and if applicable, other persons who are at least partially dependent on the head of the family for support.

FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA"). The federal agency responsible for overseeing the National Flood Insurance Program.

FENCE. A man-made barrier erected to prevent escape or intrusion, mark a boundary or border, or provide a buffer between properties, land uses or land use districts.

FILLING (SERVICE) STATION. Any building, structure, or land used for the dispensing, sale, or offering for sale at retail any motor vehicle fuels, oils, or accessories, and which may offer in conjunction therewith a general motor vehicle repair service as distinguished from specialized motor vehicle repairs.

FLASHING PORTABLE OR ON PREMISE SIGN. A sign which contains an intermittent, sequential, or rotating light source or which, through reflection or other means, creates an illusion of flashing, intermittent, or rotation light. This definition does not include changeable copy signs.

FLOOD or FLOODING. (As relating to Article 8 Floodplain Management only.)

A general and temporary condition of partial or complete inundation of normally dry land from:
[Also defined in FBC, B, Section 1612.2.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD DAMAGE-RESISTANT MATERIALS. (As relating to Article 8 Floodplain Management only.) Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

FLOOD HAZARD AREA. (As relating to Article 8 Floodplain Management only.) The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

FLOOD INSURANCE RATE MAP ("FIRM"). (As relating to Article 8 Floodplain Management only.) The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY ("FIS"). (As relating to Article 8 Floodplain Management only.) The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

FLOODPLAIN ADMINISTRATOR. (As relating to Article 8 Floodplain Management only.) The office or position designated and charged with the administration and enforcement of these Land Development Regulations.

FLOODPLAIN DEVELOPMENT PERMIT OR APPROVAL. (As relating to Article 8 Floodplain Management only.) An official document or certificate issued by the City, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with these Land Development Regulations.

FLOODWAY. (As relating to Article 8 Floodplain Management only.) The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FLOODWAY ENCROACHMENT ANALYSIS. (As relating to Article 8 Floodplain Management only.) An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

FLOOR AREA RATIO ("FAR"). The relationship between the amount of useable floor area permitted in a building (or buildings) and the area of the lot on which the building stands. It is obtained by dividing the gross floor area of a building by the total area of the lot.

FLORIDA BUILDING CODE ("FBC"). The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"). The agency charged with the establishment, maintenance, and regulation of public transportation in the state of Florida

FOSTER. Affording, receiving, or sharing nurture or care though not related by blood or legal ties.

FOSTER CARE FACILITY. A structure which houses foster residents and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents and serving either children or adult foster residents.

FREESTANDING SIGN. A sign supported upon the ground by poles or braces and not attached to any building.

FRONTAGE. The length of the property line of any one premise along a public right-of-way on which it borders.

FUNCTIONALLY DEPENDENT USE. (As relating to Article 8 Floodplain Management only.) A use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

FRONTAGE, BUILDING. The length of an outside building wall facing a public right-of-way.

GARAGE APARTMENT. An accessory building with storage capacity for at least one motor vehicle, the second floor of which is designed as a residence for not more than one family.

GOVERNMENTAL SIGN. Any temporary or permanent sign erected and maintained by the City, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.

GROUP HOME. A facility which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. Adult Congregate Living Facilities comparable in size to group homes are included in this definition. A group home shall not include rooming or boarding houses, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.

HARDSHIP. The exceptional difficulty associated with the land that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HAZARDOUS WASTE. Solid waste, or a combination of solid waste, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

HEIGHT (OF A BUILDING) OR BUILDING HEIGHT. Building Height shall be defined as the vertical distance measured from the weighted average, natural grade elevation to: 1) the highest point of the roof surface for a peak roof; 2) the deck line for a flat roof; or 3) the mean height level between eaves and ridges for mansard roofs. Parapet walls may exceed no more than four feet above the allowable height of a building. Elevator shafts, air conditioning units and similar equipment may extend no more than 25 feet above the allowable height of a building.

HEIGHT (OF A SIGN). The vertical distance measured from the highest point of the sign, including embellishments, to the grade of the adjacent street or the surface grade beneath the sign, whichever is greater.

HIGHEST ADJACENT GRADE. (As relating to Article 8 Floodplain Management only.) The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

HISTORIC STRUCTURE. (As relating to Article 8 Floodplain Management only.) Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

HISTORIC RESOURCES. All areas, districts or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by the City as historically, architecturally, or archaeologically significant.

HOME OCCUPATION. Any business conducted entirely within a dwelling and carried on solely by the resident thereof, the conduct of which is clearly incidental and secondary to the use of the structure for residential purposes.

HOTEL. Any building, or group of buildings within a single complex of buildings, which is kept, used, maintained or advertised as, or held out to the public to be, a place where sleeping or housekeeping accommodations are supplied for pay to transient or permanent guests.

IDENTIFICATION SIGN. A sign whose copy is limited to the name and address of a building, institution, or person and/or to the activity or occupation being identified.

ILLEGAL SIGN. A sign which does not meet the requirements of Article 6 and which has not received legal nonconforming status.

ILLUMINATED SIGN. A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

IMPERVIOUS SURFACE. An impervious surface area includes any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, sidewalks and paved recreational facilities.

IMPERVIOUS SURFACE RATIO. The Impervious Surface Ratio (ISR) equals the total area of impervious surfaces divided by the net area (excluding right-of-way) of the lot.

INCIDENTAL SIGN. A small sign, emblem, or decal located on the window or wall of the building, informing the public of goods, facilities, or services available on the premises; e.g., a credit card sign or sign indicating hours of business.

INDUSTRIAL USE. Any activity within land areas predominantly connected with manufacturing, assembly, processing, or storage of products.

INFRASTRUCTURE. Any man-made structure which serves the common needs of the City, such as: sewage disposal systems; potable water systems; potable water wells serving a system; solid waste disposal sites or retention areas; stormwater systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bulwarks; revetments; causeways; marinas; navigation channels; bridges; and roadways.

INTENSITY. The degree to which land is used or occupied.

JUNKYARD. An open area where waste and used or secondhand materials are salvaged, recycled, bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including, but not limited to scrap iron and other metals, cloths, paper, rags, plumbing fixtures, rubber tires and bottles, but excluding motor vehicle wrecking yards.

KENNEL. A business which houses and provides care for household pets and where grooming, breeding, boarding, training or selling of animals is conducted for profit.

LAND. The earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

LANDING AREA. The area of the airport used for the landing, take-off, or taxiing of aircraft.

LANDSCAPING. The improvement of appearance or beautification of an area by the planting of trees, grass, shrubs, or other plant materials, or by the alteration of ground contours.

LAND USE. The development, activity, or use that has occurred on or is proposed for the land.

LAND USE DISTRICT. A categorization or grouping of activities (land uses) according to common characteristics. (For the purposes of these Land Development Regulations, land use districts are those described in the Land Use Element of the Comprehensive Plan and shown on the Official Land Use Map.)

Ldn. A day/night 24-hour average sound level, in decibels, obtained after addition of 10 decibels to sound levels occurring during the night time period from 10 PM to 7 AM.

LETTER OF MAP CHANGE ("LOMC"). (As relating to Article 8 Floodplain Management only.) An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment ("LOMA"): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision ("LOMR"): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill ("LOMR-F"): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision ("CLOMR"): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

LEVEL OF SERVICE. An indicator of the extent or degree of service provided by or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.

LIGHT-DUTY TRUCK. (As relating to Article 8 Floodplain Management only.) As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

LIVING MARINE RESOURCE. Any oceanic or estuarine plant or animal, such as mangroves, seagrasses, algae, coral reefs, and living marine habitat; fish, shellfish, crustacea and fisheries; and sea turtles and marine mammals.

LOCAL PLANNING AGENCY. The Planning Commission of the City.

LOCAL ROAD. A roadway providing service which is of relatively low traffic volume, short average trip length or minimal through traffic movement, and high volume land access for abutting property.

LOT. A specific area of land within a parcel having discernible boundaries established by statute, plat, subdivision, deed or other instrument of conveyance.

LOT, CORNER. A lot abutting two (2) or more intersecting streets.

LOT COVERAGE. The area of a lot or parcel covered by buildings, pavement or other impervious surface.

LOT DEPTH. The depth of lot is the distance measured from the midpoint of the front lot line to the midpoint of the opposite rear lot line.

LOT, SUBSTANDARD. Any lot that does not conform in area or width to the minimum requirements of these Land Development Regulations.

LOT WIDTH. The mean horizontal distance between the side lot lines, measured at right angles to the depth.

LOWEST FLOOR. (As relating to Article 8 Floodplain Management only.) The floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the *Florida Building Code* or ASCE 24.

MAINTENANCE. For the purposes of Sign Regulations, the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

MANUFACTURED BUILDING. As defined by Chapter 553, Part I, Florida Statutes, a manufactured building is defined as a closed structure, building assembly, or system of subassemblies, which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured in manufacturing facilities for installation or erection as a finished building or as part of a finished building which shall include, but not limited to, residential, commercial, institutional, storage, and industrial structures. The term includes buildings not intended for human habitation such as lawn storage buildings and storage buildings manufactured

and assembled offsite by a manufacturer certified in conformance with Chapter 553, Part I, Florida Statutes. This definition does not apply to mobile homes, or manufactured homes.

MANUFACTURED HOUSING or MANUFACTURED HOME. As defined by Title 24 CFR, Part 3280, a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width and forty (40) body feet or more in length; and when erected on site, is 320 or more square feet in living area; and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. The term includes any structure that meets all of the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification pursuant to §3282.13 and complies with the standards set forth in part 3280. Such term shall not include any self-propelled vehicle such as a Recreational Vehicle. A manufactured home is a mobile home fabricated on or after June 15, 1976, that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act; however, the construction does not comply with the Florida Building Code. For purposes of these Land Development Regulations, the common term of "mobile home" may be used instead of "manufactured home" unless the context clearly dictates otherwise.

MANUFACTURED HOME PARK or MANUFACTURED HOME SUBDIVISION. A parcel (or contiguous parcels) of land divided into three or more manufactured (mobile) home lots for rent or sale. See mobile home park.

MANUFACTURED HOME PARK or MANUFACTURED HOME SUBDIVISION. (As relating to Article 8 Floodplain Management only.) A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARIJUANA. This term has the same meaning as defined in Section 381.986(1)(f), Florida Statutes (2017), as may be amended or superseded,

MEDICAL MARIJUANA TREATMENT CENTER ("MMTC"). An entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department of Health or its successor agency.

MARINE HABITAT. An area where living marine resources naturally exist or occur, such as seagrass beds, algal beds, salt marshes, transitional wetlands, marine wetlands, rocky shore communities, hard bottom communities, oyster bars or flats, mud flats, coral reefs, worm reefs, artificial reefs, offshore springs, nearshore mineral deposits, and offshore sand deposits.

MARINE REPAIR FACILITY. A business activity, with attendant upland or in-water facilities, primarily intended for use in the repair, construction, maintenance, refurbishing, reconstruction, or installation of equipment on boats or vessels.

MARKET VALUE. (As relating to Article 8 Floodplain Management only.) The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this Ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified

independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

MIXED USE. Areas intended to provide a functional mix of residential and commercial activities or land uses.

MOBILE HOME. ~~An obsolete term used herein to describe a home, prefabricated in whole or part and not complying with the HUD Code or without HUD insignia. A structure, including manufactured housing, transportable in one or more sections, which is eight (8) body feet or more in width and over thirty-five (35) body feet or more in length, and which is built upon an integral chassis and designed to be used as a dwelling when connected to the required utilities including plumbing, heating, air condition, and electrical systems contained therein. The term "mobile home" includes any of these types of structures such as manufactured homes whether fabricated before June 15, 1976 or not, but does not include "manufactured buildings" as defined in Chapter 553, Part IV, Florida Statutes, or "recreational vehicles" as defined in Section 320.01, Florida Statutes, or any other structure constructed in compliance with the Florida Building Code.~~

MOBILE HOME PARK. An obsolete term used to describe an area where spaces are rented to mobile home owners. It is no longer authorized for new developments. ~~New~~ Also referred to as a manufactured home park (see Manufactured Home Park definition on page 2-16).

MODULAR HOME. A dwelling unit constructed in accordance with the standards set forth in the Florida Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. Among other possibilities, a modular home may consist of two sections transported to the site in a manner similar to a mobile home (except that the modular home meets the Florida Building Code) or a series of panels or room sections transported on a truck erected or joined together on the site. A modular home is a manufactured building.

MOTEL, TOURIST COURT, MOTOR LODGE. A group of attached or detached buildings containing individual sleeping units, with motor vehicle storage or parking space provided in connection therewith, and designed for use primarily by motor vehicle transients.

MOTOR VEHICLE. As defined by Section 320.01, Florida Statutes, an automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, such vehicles as run only upon a track, bicycles, or mopeds.

NAMEPLATE. A nonelectric on-premise identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

NEIGHBORHOOD PARK. A park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrian ways.

NEWSPAPER OF GENERAL CIRCULATION. A newspaper published at least on a weekly basis and printed in the language most commonly spoken in the area within which it circulates, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.

NEW CONSTRUCTION. (As relating to Article 8 Floodplain Management only.) For the purposes of administration of this Ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after August 1, 1980 and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK or NEW MANUFACTURED HOME SUBDIVISION. (As relating to Article 8 Floodplain Management only.) A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 1, 1980.

NOISE LEVEL REDUCTION or NLR (also known as Sound Level Reduction ("SLR")). Reduction in sound level decibels between two designated locations for a stated frequency or band.

NONCONFORMING SIGN. (1) A sign which was erected legally but which does not comply with subsequently enacted sign restrictions and regulations. (2) A sign which does not conform to the sign regulation requirements provided herein but for which a variance has been issued.

NONCONFORMING USE. A lawful land use existing at the time of passage of these Land Development Regulations or any amendment thereto which does not conform to the requirements or provisions of these Regulations.

NURSING HOME. As defined in Section 400.021, Florida Statutes, any facility which provides nursing services as defined in part 1 of Chapter 464, Florida Statutes, and which is licensed according to that part.

OCCUPANCY. The portion of a building or premise owned, leased, rented, or otherwise occupied for a given use.

OFF-PREMISES SIGN. A sign structure advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which said sign is located, e.g., "billboards: or "outdoor advertising."

ON-PREMISES SIGN. A sign which pertains to the use of the premises on which it is located.

OPEN SPACE. Land in its natural state or essentially unimproved by either buildings, structures, or impervious surfaces, not including water or water bodies.

OPEN SPACE RATIO. The amount of open space area remaining on a lot or parcel as compared to the impervious surface area of the same lot or parcel.

PAINTED WALL SIGN. Any sign which is applied with paint or similar substance on the face of a wall.

PARCEL. A quantity of land capable of being described with such definiteness that its locations and boundaries may be established, which is designated by its owner or developer as land to be used, or developed as, a unit or which has been used or developed as a unit.

PARK. A neighborhood, community, or regional park.

PARK TRAILER. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 15C-1.0101, F.A.C.]

PARKING LOT. An area or parcel of land used for temporary, off-street parking of motor vehicles.

PEDESTRIAN WAY. A road, path or way which is primarily intended for pedestrian travel and from which motor vehicles are excluded.

PERSON. An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

PERSONAL SERVICE. Any business providing services which are primarily non-retail and conducted entirely inside a building including, but not limited to, professional and business offices, clinics and laboratories.

PLANNING COMMISSION. The appointed planning commission of the City.

PLAYGROUND. A recreation area with play apparatus.

POLE BARN. A roofed structure (with or without walls) that is supported by wooden, metal, or concrete poles, pilings or vertical supports partially buried in the ground, often having an unfinished floor. Each footing is totally or partially encased in concrete. Corrugated metal panels are typically used on the roof and sides, if they exist, in most pole barns. A pole barn is not a part of the principal structure.

POLITICAL SIGN. For the purposes of these Land Development Regulations, a temporary sign used in connection with a local, state, or national election or referendum.

POLLUTION. The presence in the outdoor atmosphere, ground or water of any substances, contaminants, noise, or manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interferes with the enjoyment of life or property.

PORTABLE SIGN. Any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.

POTABLE WATER FACILITIES. A system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs, and distribution mains.

PREMISES. A lot or parcel of land either vacant or with its appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

PRINCIPAL STRUCTURE. The main or primary structure located on a lot or parcel including any attached carport or garage.

PROJECTING SIGN. A sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

PROTECTED TREES. Hardwood trees consisting of Ash, Beech, Birch, Buckeye, Chestnut, Elm, American Holly, Magnolia, Black Walnut, Maple, Cherry, Oak, Pecan, Hickory, Tupelo, Poplar and Redbud, all with a diameter of fifteen (15) inches or more when measured 54 inches from the ground, and of Dogwood with a diameter of three (3) inches or more when measured 54 inches from the ground.

PUBLIC ACCESS. The ability of the public to physically enter and use public property including access to the waterfront.

PUBLIC/INSTITUTIONAL USES. Any structure or land that is owned, leased, or operated by a government or non-profit entity, such as civic and community centers, churches, hospitals, libraries, police stations, fire stations, and government administration buildings.

PUBLIC FACILITY/PUBLIC SERVICES AND UTILITIES. Any transportation system or facility, sewer system or facility, solid waste system or facility, drainage system or facility, potable water system or facility, educational system or facility, parks and recreation system or facility and public health system or facility.

PUD. Planned Unit Development

QUADRAPLEX. A residential building with four separate dwelling units.

REAL ESTATE SIGN. A temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

RECREATIONAL USE. Use of land area in which the primary or principle function is for recreation and related activities.

RECREATIONAL VEHICLE. As defined in Section 320.01, Florida Statutes, A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Including a vehicle that is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of Section 316.515, Florida Statutes, as that section may hereafter be amended or superseded.

RECREATIONAL VEHICLE PARK. A parcel (or contiguous parcels) of land divided into three or more recreational vehicle lots for rent.

RESIDENTIAL USE. Use of land area in which the primary or principle function is for dwellings and associated activities.

RESIDENTIAL CARE FACILITY. A facility providing both a residence (for varying periods of time) and a care component, including but not limited to adult congregate living facilities, group care homes, recovery homes, residential treatment facilities, emergency shelters, and nursing homes.

RESTRICTIVE COVENANT. A contract between two or more persons which involves mutual promises or reciprocal benefits and burdens among the contracting parties (usually involves additional land restrictions beyond city requirements).

RIGHT-OF-WAY. Land in which the state, the county, or the City owns the fee simple title to, or has an easement dedicated, or is required for a transportation or utility use.

ROADWAY. 1) The entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic; 2) The entire width between the boundary lines of any privately owned way or place used for vehicular travel by the owner of the way or place and those having express or implied permission from the owner of the way or place, but not by other persons; 3) Any alley; 4) Any highway as defined by or designated under Florida law; 5) Any highway as defined by or designated under the laws of the United States.

ROADWAY FUNCTIONAL CLASSIFICATION. The assignment by the Florida Department of Transportation of roadways into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principle, major or minor levels. Those levels may be further grouped into urban and rural categories.

ROADWAY LINE. The right-of-way line or boundary line of a roadway.

ROTATING SIGN. A sign in which the sign itself or any portion of the sign moves in a revolving or similar manner. Such motion does not refer to methods of changing copy.

RUNWAY. A defined area on an airport prepared for landing and takeoff of aircraft along its length.

SAND DUNE. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

SANITARY SEWER FACILITIES. Structures or systems designed for the collection, transmission, treatment, or disposal of sewage and includes truck mains, interceptors, treatment plants and disposal systems.

SERVICES. The programs and employees determined necessary by the City to provide adequate operation and maintenance of public facilities and infrastructure as well as those educational, health care, social and other programs necessary to support the programs, public facilities, and infrastructure set out in the comprehensive plan or required by local, state, or federal law.

SETBACK. A specified distance between a structure and an identified, discernable point such as a roadway right-of-way line or property line.

SHOPPING CENTER, MAJOR. A building or group of attached buildings in which one or more businesses are located and which is 30,001 square feet or more in leasable area with 101 or more parking spaces.

SHOPPING CENTER, NEIGHBORHOOD. A building or group of attached buildings in which one or more businesses are located and which is 30,000 square feet or less in leasable area with 100 or less parking spaces.

SHORELINE. The intersection of a specified plane of water with the shore. The elevation of the specified plane of water shall be within the limits of mean higher high water ("MHHW") and mean lower low water ("MLLW").

SIGN. Any device, structure, fixture, or placard using graphics, symbols, and/or written copy designed specifically for the purpose of advertising or identifying any establishment, product, goods, or services.

SIGN, AREA OF.

1. Projecting and Freestanding: The area of a freestanding or projecting sign shall have only one face (the largest one) of any double- or multi-faced sign counted in calculating its area. The area of the sign shall be measured as follows if the sign is composed of one or more individual cabinets:
 - a. The area around and enclosing the perimeter of each cabinet or module shall be summed and then totaled to determine total area. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, etc., provided that there is not written advertising copy on such embellishments.
2. Wall Signs: The area shall be within a single, continuous perimeter composed of any straight line geometric figure which encloses the extreme limits of the advertising message. The combined areas of the individual figures shall be considered the total sign area.

SITE PLAN. The development plan for one or more lots or parcels on which is shown existing and proposed conditions of the lot(s) or parcel(s) including all of the requirements set forth in these Land Development Regulations.

SOLID WASTE. Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

SPECIAL FLOOD HAZARD AREA or SFHA. (As relating to Article 8 Floodplain Management only.) An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

START OF CONSTRUCTION. (As relating to Article 8 Floodplain Management only.) The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of

construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or storage buildings not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

STATE LAND PLANNING AGENCY. The Florida Department of Economic Opportunity.

STORM CELLAR. A place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.

STORMWATER. The flow of water which results from, and which occurs immediately following, a rainfall event.

STRUCTURAL ALTERATIONS. Any change, except for repairs or replacement, in the supporting members of a building, such as load-bearing walls, columns, beams, girders, floor joists, or roof joists or any extension of them.

SUBDIVISION. The division or re-division of a tract of parcel of land into three (3) or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development, which includes all division of land involving a new street or a change in existing streets.

SUBDIVISION IDENTIFICATION SIGN. A freestanding or wall sign identifying a recognized subdivision, condominium complex, or residential development.

SUBSTANTIAL DAMAGE. (As relating to Article 8 Floodplain Management only.) Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

SUBSTANTIAL IMPROVEMENT. (As relating to Article 8 Floodplain Management only.) Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Section 8-7 of these Regulations.

TEMPORARY. Any piece of work that is readily movable and used or intended to be used for a period not to exceed 180 consecutive days. Such structure shall be subject to all applicable property development standards for the district in which it is located.

TEMPORARY CARPORT. A detached manufactured accessory structure customarily used for the shelter or storage of vehicles and/or watercraft, including canopies used for such, which can be moved without disassembly, after removal of any tie down or other anchoring system.

TEMPORARY SIGN. A sign not constructed or intended for use for a period of more than thirty (30) days.

TINY HOME or TINY HOUSE. A single-family dwelling unit built in compliance with the Florida Building Code no larger than 400 square feet.

TINY HOUSE ON WHEELS (THOW). A tiny house sitting on a chasis or axle. For purposes of the LDR, a tiny house on wheels shall be treated in all respects as a recreational vehicle.

TOWNHOUSE. A single-family dwelling unit constructed as part of a group of not less than two (2) dwelling units with individual entrances, all of which are contiguous and share a common wall.

TREE. Any living, self-supporting, woody perennial plant which has a trunk diameter of no less than three (3) inches and normally grows to an overall height of no less than fifteen (15) feet.

TRIPLEX. A residential building with three separate dwelling units joined by common walls.

VARIANCE. (As relating to Article 8 Floodplain Management only.) A grant of relief from the requirements of these Land Development Regulations, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by these Land Development Regulations or the *Florida Building Code*.

VEGETATION (NATURAL). Species of indigenous, naturally-occurring plants normally found in the absence of development or landscaping.

VISION TRIANGLE. A triangle at an intersection, formed by the two roads or ~~rights-of-way~~^{rights-of-way} and a third line, which must be kept clear of obstructions such as hedges and fences so that people in one road can see cars approaching on the other.

WALL SIGN. A sign attached parallel to and extending not more than 12 inches from the wall of a building. This definition includes painted, individual letter, and cabinet signs, and signs on a mansard.

WATERCOURSE. (As relating to Article 8 Floodplain Management only.) A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Field Code Changed

Field Code Changed

WATER-DEPENDENT USE. Any activity which can be carried out only on, in or adjacent to water areas because the use requires access to the water body for: waterborne transportation including ports or marinas; recreation; electrical generating facilities; or water supply.

WETLANDS. Land which is defined in Section 373.019, Florida Statutes as may be amended or superseded. Areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. Upon legislative ratification of the methodology adopted pursuant to Section 373.421(1), as amended, the limitation contained herein regarding the purpose of this definition shall cease to be effective.

WINDOW SIGN. A sign installed inside a window and intended to be viewed from the outside.

XERISCAPE. Landscaping that maximizes the conservation of water by the use of site appropriate plants and an efficient watering system. The principles of xeriscaping landscaping include planning and design, appropriate choice of plants, soil analysis, the use of solid waste compost as a soil amendment, efficient irrigation, practical use of turf, appropriate use of mulches and proper maintenance.

YARD. An open space on the same lot with a principal structure, unoccupied and unobstructed from the ground upward, except by trees, or shrubbery or other permitted improvements.

YARD, FRONT. A yard extending across the full width of the lot from the front of the principal structure or any projections thereof (except the roof overhang or uncovered steps), to the front lot line.

YARD, REAR. A yard extending across the full width of the lot and between the rear lot and rear line of the principal structure or any projections thereof (except the roof overhang or uncovered steps) and does not include the front and side yards.

YARD, SIDE. A yard extending along the side of a principal structure situated between the side line of the principal structure, or any projections thereof, and side lot line (excluding roof overhang).

Section 2. Section 3-4.3 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

3-4.3 Permit Approval Authority

The City Clerk shall have authority to issue development permits for minor development without action being taken by the City Council when issuance of such permit involves:

1. Construction or renovation of an individual single-family detached residence on one lot or parcel;
- ~~2. Placement of a single manufactured housing unit or single mobile home on one lot or parcel; or~~
32. Construction or placement of accessory structures which are not intended for human occupancy or habitation.

All recommendations or actions taken by the City Clerk relative to the authority granted under this subsection shall be in conformance with the provisions of these Land Development Regulations, the Comprehensive Plan, and other applicable laws, statutes, ordinances, resolutions, regulations or codes.

Section 3. Section 4-5.1 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

4-5.1 Residential (RES)

1. Purpose

The purpose of this district is to provide areas for the preservation or development of neighborhoods consisting of single-family dwelling units on individual lots. The Residential category within these Land Development Regulations is synonymous with the Low Density Residential category within the Comprehensive Plan.

2. Allowable Uses

The following uses are allowed as of right in the residential district, all other uses are prohibited:

- a. Single-family detached residential dwellings, whether stick-built or a modular home;
- b. ~~A single, owner-occupied mobile home unit or manufactured housing unit located on one single-family lot;~~
- e. Neighborhood parks;
- cd. Accessory structures;

- de. Public service or utility structures;
- ef. Home office of convenience;
- fg. Signs as provided for and set forth in Article 7 of these Land Development Regulations; and
- gh. Day Care Facility

3. Conditional Uses

The following uses may be permitted in the residential district subject to the following conditions.

- a. Public/Institutional uses (except for those including maintenance yards, repair shops, fabricating yards or other similar activities) provided the performance standards set forth in Section 5-6 are met.
- b. Home occupations provided that such activities are conducted in conformance with subsection 5-4.3 of these Land Development Regulations.
- c. Community residential homes shall be allowed when fourteen or fewer residents are located in a single-family, noncommercial, residential dwelling provided that such homes are not located within 1,000 feet of one another and when the location of such homes does not substantially alter the nature and character of the area.
- d. Public and private schools, churches, and places of worship.
- e. Educational uses.

4. Development Standards

- a. Maximum Density: 5 du/ac
- b. Maximum Building Height: 35 feet - 2 stories of habitat living space.
- c. Minimum Lot Setbacks
 - i. Front Yard: 20 feet.
 - ii. Side Yard: 7 feet.

- iii. Rear Yard: 20 feet.
- iv. Corner Lots: 10 feet. when abutting a street
- d. Maximum Lot Coverage: 40%
- e. Minimum Lot Size: 7,500 sq. ft.

Section 4. Section 4-5.2 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

4-5.2 Mixed Use-One (MU-1)

1. Purpose

The mixed use concept is specifically intended to provide flexibility in the planning and permitting process by allowing a range of land uses within one district. Emphasis is on performance mitigation such as landscaping, fencing, lighting, noise standards, etc. to promote compatibility among land uses while also providing property owners with a range of options for use of their property.

2. Allowable Uses

The following uses are allowed as of right in the Mixed Use One district, all other uses are prohibited:

- a. All uses and conditional uses allowed in the residential district;
- b. Medium-density attached residential dwellings, including apartments, townhouses and condominiums;
- c. Low intensity commercial development. For purposes of this section, low intensity commercial development shall include all lawful commercial activities eligible to obtain a valid business license from the City in accordance with Chapter 18 of the City's Code with the exception of the uses prohibited in subsection 4-5.2.4;
- d. Parks;
- e. Public/Institutional uses;
- f. Educational uses;
- g. Public service and utilities;

- h. Private recreation uses; and
- i. Signs as provided for and set forth in Article 7 of these Land Development Regulations.

3. Conditional Uses

The following uses may be permitted in the Mixed Use One district provided the performance standards specified in Section 5-6. are met.

- a. Subdivisions provided all standards are met as set forth in Section 5-10 of these Land Development Regulations, and performance standards are met as set forth in Section 5-6 of these Land Development Regulations.
- b. Mobile Home / Manufactured Home parks that are not located within any noise contour equal to or above the 65 dB DNL as depicted on the City adopted AICUZ overlay of Tyndall Air Force Base, provided all standards are met as set forth in Section 5-11 of these Land Development Regulations, and performance standards are met as set forth in Section 5-6 of these Land Development Regulations.
- c. Recreational Vehicle Parks not located within any noise contour equal to or above the 65 dB DNL as depicted on the adopted AICUZ overlay of Tyndall Air Force Base provided all standards are met as set forth in Subsections 5-6 and 5-12 of the Land Development Regulations are met.

4. Prohibited Uses

In addition to any other uses not permitted or conditional within the Mixed Use One district, the following uses are specifically prohibited in the Mixed Use One district.

Animal Boarding	Manufacturing/Assembly Plants
Appliance Repairs	Major Shopping Center
Automobile Related Services	Medical Marijuana Treatment Center
Building Materials	Mobile Home / Manufactured Home
	Repair
Boat Repair	Marine Repair Facility
Bowling Alleys	Mobile Home / Manufactured Home
	Sales
Equipment or Parts Storage Yards	Pharmacy
Equipment Rental	Storage Warehouse
Heating Fuel Distributor	Skating Rink
	Wrecker Service

5. Development Standards (excluding mobile homes and recreational vehicles and the parks they are located within)

- a. Maximum Density: 15 du/ac

- b. Maximum Building Height: Residential 120 ft / 12 stories
Non-Residential 25 ft / 2 stories
- c. Minimum Lot Setbacks
 - i. Front Yard: 15 feet
 - ii. Side Yard: 7 feet
 - iii. Rear Yard: 15 feet
 - iv. Corner Lots: 10 feet
- d. Maximum Lot Coverage: 80%
- e. Minimum Lot Size: 5,000 sq.ft.
- f. Floor Area Ratio (FAR): 1.0

Section 5. Section 4-5.3 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

4-5.3 Mixed Use Two (MU-2)

1. Purpose

The mixed use concept is specifically intended to provide flexibility in the planning and permitting process by allowing a range of land uses within one district. Emphasis is on performance mitigation such as landscaping, fencing, lighting, noise standards, etc. to promote compatibility among land uses while also providing property owners with a range of options for use of their property.

2. Allowable Uses

The following uses are allowed as of right in the Mixed Use Two district, all other uses are prohibited:

- a. All uses and conditional uses allowed in the Residential district;
- b. All uses and conditional uses allowed in Mixed Use-One including apartments, townhouses, and condominiums;
- c. Low intensity commercial development. For purposes of this section, low intensity commercial development shall include all lawful commercial activities eligible to obtain a valid business license from the City in

accordance with Chapter 18 of the City's Code with the exception of the uses prohibited in subsection 4-5.3.4.

- d. Parks;
- e. Public/Institutional uses;
- f. Educational uses;
- g. Public service and utilities;
- h. Private recreation uses; and
- i. Signs as provided for and set forth in Article 7 of these Land Development Regulations.

3. Conditional Uses

The following uses may be permitted in the Mixed Use Two district provided the performance standards specified in Section 5-6 are met.

- a. Subdivisions (including subdivisions comprised solely of tiny homes) provided all standards are met as set forth in Section 5-10 of these Regulations, and performance standards are met as set forth in Section 5-6 of these Regulations.
- b. Mobile Home / Manufactured Home parks that are not located within any noise contour equal to or above the 65 dB DNL as depicted on the adopted AICUZ overlay of Tyndall Air Force Base, provided all standards are met as set forth in Section 5-11 of these Regulations, and performance standards are met as set forth in Section 5-6 of these Regulations.
- c. Recreational Vehicle Parks not located within any noise contour equal to or above the 65 dB DNL as depicted on the adopted AICUZ overlay of Tyndall Air Force Base provided all standards are met as set forth in Subsections 5-6 and 5-12 of the Land Development Regulations are met.
- d. A single, owner-occupied tiny home (not on wheels) located on one single-family lot (either inside or outside a tiny home subdivision) outside any noise contour equal to or above the 65 dB DNL as depicted on the adopted AICUZ overlay of Tyndall Air Force Base, provided all standards are met as set forth in Sections 5-6 and 5-11 of these Regulations.

- e. A single, owner-occupied container home located on one single-family lot outside any noise contour equal to or above the 65 dB DNL as depicted on the adopted AICUZ overlay of Tyndall Air Force Base, provided all standards are met as set forth in Sections 5-6 and 5-11 of these Regulations.

4. Prohibited Uses

In addition to any other uses not permitted or conditional within the Mixed Use ~~Two~~One district, the following uses are specifically prohibited in the Mixed Use ~~Two~~One district.

Animal Boarding	Manufacturing/Assembly Plants
Appliance Repairs	Major Shopping Center
Automobile Related Services	Mobile Home / Manufactured Home Repair
Building Materials	Marine Repair Facility
Boat Repair	Mobile Home / Manufactured Home Sales
Bowling Alleys	Storage Warehouse
Equipment or Parts Storage Yards	Skating Rinks
Equipment Rental	Wrecker Service
Heating Fuel Distributor	

5. Development Standards (excluding mobile homes and recreational vehicles and the parks they are located within)

- a. Maximum Density: 25 du/ac
- b. Maximum Building Height: Residential 120 ft / 12 stories
Non-Residential 25 ft / 2 stories
- c. Minimum Lot Setbacks
 - i. Front Yard: 15 feet
 - ii. Side Yard: 7 feet
 - iii. Rear Yard: 15 feet
 - iv. Corner Lots: 10 feet
- d. Maximum Lot Coverage: 80%

e. Minimum Lot Size: 5,000 sq.ft.

f. Floor Area Ratio (FAR): 1.0

Section 6. Section 4-5.4 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

4-5.4 General Commercial (GC)

1. Purpose

The purpose of this district is to provide areas for high intensity commercial development including retail sales and services, wholesale sales, shopping centers, office complexes and other compatible land uses.

2. Allowable Uses

The following uses are allowed as of right in the general commercial district, all other uses are prohibited:

- a. All lawful commercial activities eligible to obtain a valid occupational license from the City;
- b. Shopping centers;
- c. Public and private recreation facilities;
- d. Office buildings/complexes;
- e. Public/Institutional uses;
- f. Public services and utilities; and
- g. Signs as provided for and set forth in Article 7 of these Land Development Regulations; and
- jh. Educational uses.

3. Development Standards

- a. Maximum Building Height: 60 feet – 6 stories
- b. Minimum Lot Setbacks

- i. Front Yard: 15 feet
- ii. Side Yard: 7 feet
- iii. Rear Yard: 15 feet
- iv. Corner Lots: 10 feet
- c. Maximum Lot Coverage: 90%
- d. Minimum Lot Size: 5,000 sq.ft.
- e. Floor Area Ratio (FAR): 1.0
- f. Impervious Surface Ratio (ISR): 0.7

Section 7. Section 4-8.4 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

4-8.4 Nonconforming Uses.

The regulations prescribed herein shall not be construed to require the removal, lowering, or other change to or alteration of any structure not conforming to the regulations as of the effective date of this ordinance, or to otherwise interfere with continuance of any nonconforming use except as provided in Sections 333.07(1) and (3), Florida Statutes. However, no pre-existing nonconforming structure, or use shall be replaced, rebuilt, or altered, so as to constitute an increase in the degree of nonconformity with this subsection 4-8. Nothing contained herein shall preclude an owner of a non-conforming structure from replacing the non-conforming structure with a structure of similar size and equal to or better quality so long as the extent of the overall non-conformity of the entire property is not materially increased and only if the replacement complies with all other provisions of these Land Development Regulations including but not limited to Sections 5-11, 5-12 and 6-3.1. Additionally, nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, where the construction or alteration was begun prior to May 29, 2007 and was completed within one year thereafter.

Before any non-conforming structure is constructed, established, substantially altered, substantially repaired or replaced, the owner must obtain a permit from the City authorizing such replacement, repair or change.

~~The provisions of these Land Development Regulations also apply to non-conformities.~~

Section 8. The title of Section 5-11 and Section 5-11.1 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

Sec. 5-11. MOBILE AND MANUFACTURED HOMES AND MOBILE AND MANUFACTURED HOME PARKS

5-11.1 Purpose

The purpose of this section is to provide regulations and standards for mobile and manufactured homes in this City and the development, size, location and maintenance of mobile home and manufactured home parks.

Section 9. Section 5-11.2 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

5-11.2 Regulation of Existing Mobile Home and Manufactured Home Parks

In all mobile home and manufactured home parks, the following regulations shall apply:

1. Manufactured Homes. All manufactured homes placed ~~within manufactured home parks or located on individual lots within the City,~~ must bear a label certifying that it is built in compliance with the federal manufactured housing construction and safety standards Title 24 CFR, Part 3280, or inspected by an approved inspection agency conforming to the requirements of the Code of Federal Regulations, and bearing an insignia of approval and bearing a certificate that the mobile home/manufactured home meets the Wind Zone III requirements.
2. Sanitation. All mobile home and manufactured home parks shall be operated and maintained in a neat, orderly and sanitary condition and in accordance with all applicable laws, rules and regulations. The licensee, permittee or duly authorized attendant, caretaker, resident manager and/or owner of the mobile home / manufactured home park shall be in charge at all times to keep the mobile home / manufactured home park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant, caretaker, resident manager and owner of the park shall be answerable, with the licensee or permittee, for the violations of any provision of these Land Development Regulations to which the

licensee or permittee is subject. The occupant and owner of the mobile home / manufactured home shall also be responsible for ensuring the home and lot comply with applicable laws.

3. ~~Permit Required~~No Expansion of Parks. No mobile home / manufactured home park shall be constructed, extended, ~~or expanded or altered in any way after the effective date hereof, including but not limited no additional spaces or lots shall be added~~ unless complete plans have been approved by the City Council and until payment of the occupational license tax required of mobile home / manufactured home parks has been made and an occupational license has been issued. Except as otherwise provided herein, no permit shall be issued for a mobile home / manufactured home that does not bear the seal of approval and certificate required by the state pursuant to Chapter 320, Florida Statutes. The applicant for a permit shall provide evidence of all certifications required.
4. **Refuse.** All mobile home / manufactured home parks shall provide for and have refuse containers, appropriately grouped, screened and protected from animals. All wet garbage shall be securely bound in a watertight bag or other container.
5. **Utilities.** All mobile homes / manufactured homes shall be connected to city water and sewer service.
6. **Parking.** Two parking spaces shall be provided for each mobile home / manufactured home site. Three parking spaces for each three hundred square feet of service buildings shall be provided.
7. ~~Major Development Review. A new mobile home / manufactured home park shall undergo a Major Development Review (refer to Section 6-1.3), and shall include such information required by the City including but not limited to the following additional information:~~
 - a. ~~the name, address, and phone number of the park owner and park manager;~~
 - b. ~~a legal description of the park property;~~
 - c. ~~a complete set of plans of park as constructed; and~~
 - d. ~~the number and sizes of all lots.~~

Section 10. Section 5-11.3 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

5-11.3 Additional Regulations For Mobile Home / Manufactured Home Parks

In all mobile home / manufactured home parks established after July 15, 1983, the following regulations shall apply:

1. Minimum size. All mobile home / manufactured home parks shall have space and accommodations for at least 3 mobile homes / manufactured home.
2. Location. No mobile home / manufactured home park shall be established or maintained except on property immediately abutting adjacent to Business Highway 98 or Highway 22-A.
3. Spacing. No mobile home / manufactured home shall be permitted any closer than 10 feet from another structure, a mobile home / manufactured home, or patio of a third person, or 10 feet from any driveway, excluding any tool or storage building. An accessory structure when attached to a mobile home / manufactured home shall be for purposes of separation requirements considered a part of the home.
4. Setback. No mobile home / manufactured home shall be permitted within 20 feet of the right-of-way of any roadway or 10 feet from any lot line.
5. Recreation. Each mobile home / manufactured home park shall contain one or more recreation areas, developed and accessible to all sites. Such areas shall not be less than 1,000 square feet for each seven mobile home / manufactured home sites.
6. Greenbelt. A landscaped greenbelt not less than 10 feet in width shall be located along the boundary of each mobile home / manufactured home park except where crossed by driveways. A privacy fence or sight screen is acceptable in lieu of a landscaped greenbelt.
7. Lot Size. Each mobile home / manufactured home shall be parked on a lot not less than 5,000 square feet having a minimum width of 50 feet and a minimum depth of 100 feet.
8. ~~Storage. No materials shall be stored in the open area below a mobile home / manufactured home unless it is enclosed with a solid screen.~~
1989. Streets. The developer/owner of a mobile home / manufactured home park shall pave all roadways within the park to the following minimum widths: One-way roadways not less than 16 feet; two-way roadways not less than 22 feet.

~~8940.~~ Recreational Vehicles. Recreational Vehicles (RV) used for living or sleeping purposes shall not be permitted within Manufactured or Mobile Home Parks.

~~41. Wind Zone. All new and used mobile home / manufactured homes can only be placed or re-sited within the Wind Zone area for which the home was constructed and designated, as indicated on the data plate or other documents. The City of Parker is located within Wind Zone II, therefore all new and used mobile home / manufactured homes must be designed to meet the standards of Wind Zone II. All mobile homes / manufactured homes shall be installed with foundations and anchoring systems adequate to sustain wind loads safely and in accordance with regulations of the state, this City and all other governmental entities.~~

~~12. Installation. The installation of mobile homes shall be done in accordance with Section 320.8323, Florida Statutes, as may be amended or superseded, and any rules enacted pursuant to that section.~~

~~13. The area between the ground and the bottom edge of the mobile home / manufactured home shall be completely skirted. The skirting shall be installed within seven (7) days of the date of inspection.~~

~~910. Lot Coverage with Impervious Surface. Notwithstanding anything to the contrary herein, the maximum percentage of impervious surface coverage of the gross site area for mobile home / manufactured home parks is fifty (50) percent.~~

~~4011. Maximum Residential Density. The total number of dwelling units divided by the total site area, less public right-of-way, for mobile home / manufactured home parks shall not exceed 5 dwelling units per acre.~~

~~12. Paved Sidewalk. Unobstructed, paved sidewalks which are at least 4 feet in width and at least 4 inches thick shall be constructed in mobile home / manufactured home parks parallel to the paved roadway and within the right-of-way.~~

~~4413. Access to Mobile Home Spaces. Each mobile home shall have unobstructed access at least 15 feet wide to a public or private street.~~

~~12. Patios. Each mobile home site in a mobile home / manufactured home park shall be provided with a hard surfaced patio of at least 120 square feet, except where an equivalent screened room or other outdoor space is provided as part of the mobile home itself. The patio shall be located conveniently to the entrance of the mobile home.~~

~~13. Storage Space. In mobile home / manufactured home parks, a minimum of 90 cubic feet of covered and enclosed accessory building for general storage space shall be provided on each mobile home / manufactured home site, or in compounds located within a reasonable distance, in order to provide facilities for the active storage of outdoor equipment, furniture and tools, and for the inactive storage of such other material as is used only seasonally or infrequently by the typical tenant and cannot be conveniently stored in the typical mobile home / manufactured home.~~

~~14. Emergency Access. All mobile home / manufactured home parks having internal roadway segments over 500 feet in length shall have at least two roadway outlets to public roadways to accommodate emergency ingress and egress needs. Roadway outlets shall not be located closer than 100 feet from one another.~~

~~15-14. Replacement. Any mobile home / manufactured home otherwise permitted under the provisions hereof may be replaced in a mobile home / manufactured home park by another mobile home / manufactured home of comparable size and in equal to or better condition, in accordance with the lot sizes, separation and setback distances, and other requirements in effect at the time of the placement of the mobile / manufactured home in the mobile home / manufactured home park. If the replacement is located within any noise contour line equal to or above the 65 decibels (db) day-night average sound level (DNL) as depicted on the Air Installation Compatible Use Zone (AICUZ) Overlay Map located in Article 10, the replacement must meet the requirements contained in Section 4-8.3 Airport AICUZ Overlay Regulations. If the replacement is to be a used mobile home / manufactured home, in addition to meeting all of the above standards in this Section 5-11, it shall meet the following requirements prior to being issued a Certificate of Occupancy or being inspected for connection to an electric meter:~~

- ~~a. The roof and siding must be free of damage, holes, discoloration, or missing pieces.~~
- ~~b. Any repairs or remodeling shall be certified that all work has been performed in accordance with the pertinent code under which the unit was constructed.~~
- ~~c. A certification inspection of the used mobile home shall be made by a licensed manufactured home dealer; a licensed inspection agency; a professional engineer or architect.~~
- ~~d. Any fees associated with the certification inspection shall be paid by the owner of the unit.~~

- e. Mobile homes built prior to the September 1, 1997, imposition of Federal Housing and Urban Development wind zone standards shall not be permitted unless a professional engineer or architect certifies that the home meets current codes and standards including but not limited to Wind Zone III standards.
- f. The certification of used mobile homes shall state that the home complies with the uniform installation standards set forth in Section 320.8285, Florida Statutes; the installation standards set forth in Chapter 15C-1.0102, Florida Administrative Code; the mobile home repair and remodeling code promulgated by the Bureau of Mobile Home and Recreational Vehicle Construction of the Florida Department of Highway Safety and Motor Vehicles; and shall verify that the standards listed in this Section have been met and the mobile home is in satisfactory condition or good working order.

Section 11. Section 5-11.4 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby added as follows:

5-11.4 Rules Relating to Mobile Homes / Manufactured Homes

- 1. Wind Zone. All new and used mobile home / manufactured homes for occupancy in the City after the effective date hereof can only be placed or re-sited within the Wind Zone area for which the home was constructed and designated, as indicated on the data plate or other documents. All new and used mobile home / manufactured homes placed or re-sited within the City after the effective date hereof must be designed to meet the standards of Wind Zone III. All mobile homes / manufactured homes shall be installed with foundations and anchoring systems adequate to sustain wind loads safely and in accordance with regulations of the state, this City and all other governmental entities.
- 2. Installation. The installation of mobile homes shall be done in accordance with Section 320.8323, Florida Statutes, as may be amended or superseded, and any rules enacted pursuant to that section.
- 3. Skirting. The area between the ground and the bottom edge of the mobile home / manufactured home shall be completely skirted. The open area below a mobile home shall be enclosed with a solid screen or solid skirt prior to inspection. Skirting materials must be resistant to decay, corrosion, and termite infestation.
- 4. Certificates of Occupancy Requirements. No mobile home shall be available for use or occupancy prior to the issuance of a certificate of occupancy by the City. Certificates of occupancy shall not be issued unless the mobile home /

manufactured home park, as applicable, and the mobile home / manufactured home has complied with applicable law.

5. Storage or Parking of Mobile Home / Manufactured Homes. Mobile homes / manufactured homes must be stored or parked only at a mobile home dealer's place of business unless it complies with the provisions of this ordinance.
6. Tie Down and Towing Tongue. Each mobile home shall be tied down to a foundation in accordance with building codes or other applicable law. The open area below a mobile home shall be enclosed with a solid screen or solid skirt. The towing tongue of mobile homes shall be removed.
7. Storage. No materials shall be stored in the open area below a mobile home / manufactured home unless it is enclosed with a solid screen.
8. Spacing. No mobile home / manufactured home located outside of a mobile home / manufactured home park shall be permitted any closer than 25 feet from another structure, a mobile home / manufactured home, or patio of a third person, or 10 feet from any driveway, excluding any tool or storage building. An accessory structure when attached to a mobile home / manufactured home shall be for purposes of separation requirements shall be considered a part of the home.
9. Setback. No mobile home / manufactured home located outside of a mobile home / manufactured home park shall be permitted within 20 feet of the right-of-way of any roadway or 10 feet from any lot line.
10. No replacement of mobile / manufactured homes on single lot. No mobile home / manufactured home on a single lot (excluding a lot within a mobile home / manufactured home park) or a stick-built home on a single lot shall be replaced with another a mobile home / manufactured home under any circumstances.
11. Temporary Permit. A permit may be issued by the City Council to park or maintain a mobile home / manufactured home other than as provided in this section 5-11 under the following conditions:
 - a. A permit shall be temporary, not to exceed a period of one year and the applicant for such permit shall pay to the City Clerk a municipal service charge in the amount of \$5.00 per month for each month that the permit is to remain in effect.
 - b. A permit shall be renewable and shall be subject to revocation at any time that the City Council, in its discretion, determines that the conditions under which it was issued have materially changed or that revocation is required to protect the health, safety or welfare of the citizens of the City.

- c. A permit may be granted only where, after public hearing, the City Council determines that such permit is in the best interest of the City and:

i. The mobile home / manufactured home is to be occupied, rent free, by a blood relative, within the second degree of consanguinity, of a person, or the spouse of a person, who owns and occupies a single-family dwelling on the parcel of land on which the mobile home / manufactured home is to be placed; or

ii. The mobile home / manufactured home is to be used exclusively as an office during a construction project; or

iii. The mobile home / manufactured home is to be occupied as a residence during the period of repair or construction, under an existing building permit, of a home by the applicant on a parcel of land owned by the applicant. In the event that such repair of damage or construction is a result of a casualty related to declared emergency, the fee may be waived by the council; or

iv. No significant harm to the interests of adjoining and nearby landowners will result if such permit is granted and special circumstances exist which will result in undue hardship to the applicant if such permit is not granted.

Section 12. Section 5-11.4 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is renumbered to Section 5-11.5 and amended to read as follows:

5-11.45 Exceptions

1. Existing Installations. Subsections 5-11.3(1 through 6) and 5-11.4 of this Section shall not apply to mobile homes / manufactured homes or mobile home / manufactured home parks located within the City on July 19, 1983. Any addition to, or alteration, or extension of any such existing mobile home / manufactured home park shall be fully subject the entire park to the provisions of these Land Development Regulations in effect at the time of the approval of the mobile home / manufactured home park as required by Chapter 723, Florida Statutes. All mobile home / manufactured home parks shall comply with Subsections all provisions of Sections 5-11.3(7 through 15) and 5-11.4(3 through 9) no later than December 31, 2024.

2. Manufactured Buildings. Pursuant to Chapter 553, F.S., a manufactured building may be located in a mobile home / manufactured home park. Sections 5-11.4(1 and 2) of these Land Development Regulations shall not apply to any installation or construction of manufactured buildings which meets or exceeds the applicable Florida Building Code for structures in the City or to manufactured buildings, as herein defined.
3. Single Units. ~~Nothing in these Land Development Regulations to the contrary shall be construed to prohibit the placement of a single mobile home / manufactured home for residential purposes only, on a single parcel of land not occupied by any other dwelling unit of any kind or nature;~~4. Licensed Dealers. Nothing herein shall prohibit the parking or storing of a mobile home / manufactured home by a licensed dealer for the purpose of sale in the GC land use district.
5. Replacement. ~~Any mobile home / manufactured home otherwise permitted under the provisions hereof may be replaced by another mobile home / manufactured home of comparable size (except on a single parcel of land not occupied by any other dwelling unit of any kind or nature) and in equal to or better condition, in accordance with the lot sizes, separation and setback distances, and other requirements in effect at the time of the approval of the mobile home / manufactured home park and as required by Chapter 723, Florida Statutes. If the replacement is located within any noise contour line equal to or above the 65 decibels (db) day-night average sound level (DNL) as depicted on the Air Installation Compatible Use Zone (AICUZ) Overlay Map located in Article 10, the replacement must meet the requirements contained in Section 4-8.3 Airport AICUZ Overlay Regulations.~~
6. Temporary Permit. ~~A permit may be issued by the City Council to park or maintain a mobile home / manufactured home other than as provided in this section under the following conditions: a) A permit shall be temporary, not to exceed a period of one year and the applicant for such permit shall pay to the City Clerk a municipal service charge in the amount \$5.00 per month for each month that the permit is to remain in effect. b) A permit shall be renewable and shall be subject to revocation at any time that the City Council, in its discretion, determines that the conditions under which it was issued have materially changed or that revocation is required to protect the health, safety or welfare of the citizens of the City. c) A permit may be granted only where, after public hearing, the City Council determines that such permit is in the best interest of the City and:~~
 - a. ~~The mobile home / manufactured home is to be occupied, rent free, by a blood relative, within the second degree of consanguinity, of a person, or the spouse of a person, who owns and occupies a single family dwelling~~

~~on the parcel of land on which the mobile home / manufactured home is to be placed; or~~

~~b. The mobile home / manufactured home is to be used exclusively as an office during a construction project; or~~

~~c. The mobile home / manufactured home is to be occupied as a residence during the period of construction, under an existing building permit, of a home by the applicant on a parcel of land owned by the applicant; or~~

~~d. No significant harm to the interests of adjoining and nearby landowners will result if such permit is granted and special circumstances exist which will result in undue hardship to the applicant if such permit is not granted.~~

Section 13. Section 5-11.6 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby added as follows:

5-11.6 No New Mobile Home Parks

Notwithstanding anything to the contrary herein, because of the health, safety and welfare concerns within existing mobile home / manufactured home parks and surrounding properties due to damage anticipated to result from high winds in future hurricanes, no new mobile home parks shall be allowed within the City after the effective date hereof.

Section 14. Section 5-12.2 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

5-12.2 Regulation of Recreational Vehicle Parks

In addition to all applicable regulations, the following standards shall apply to Recreational vehicle parks.

- ~~1. Recreational vehicles actually used for living or sleeping purposes shall be subject to the terms and provisions of this Article, but nothing herein shall be construed to prevent the parking or storage of a recreational vehicle when said recreational vehicle is not being used for living or sleeping purposes.~~
- 2 All streets within a Recreational Vehicle Park shall be privately owned and maintained. The developer/owner shall pave all roadways within the park to the following minimum widths: one-way roadways not less than 16 feet; two-way roadways not less than 22 feet.

- ~~32.~~ The minimum lot area for each recreational vehicle shall be 2,500 square feet.
- ~~43.~~ The minimum setback for recreational vehicles and accessory structures from lot lines shall be as follows:

Lot Line	Distance
Front, side, and rear setbacks from park streets	10 feet
Interior Side	5 feet
Interior Rear	5 feet

- ~~54.~~ No entrance to or exit from a park shall discharge traffic onto any local residential street. Entrance streets shall provide a minimum of 50 feet of right-of-way for the first 100 feet, and if more than one entrance street is planned, shall be separated by a minimum distance of 300 feet, measured from centerline to centerline. Direct access from any lot to an abutting public street shall not be permitted.

~~65.~~ Required Improvements:

- a. each recreational vehicle space shall be provided a hard surfaced area for the placement or parking of the recreational vehicle; and
- b. each recreational vehicle space shall be equipped with an approved sewer and water connection and two electrical outlets.

~~7.~~ Recreational vehicles shall not be permitted to have permanent additions attached to them such as carports, covered porches, family rooms and storage rooms.

- ~~86.~~ Park management offices, coin operated laundry facilities, vehicle storage areas, and other accessory park uses shall be permitted within a recreational vehicle park.

- ~~97.~~ A recreational vehicle lot shall be occupied by only one recreational vehicle, other vehicular accommodation or camping tent suitable for temporary habitation at any given time.

~~108.~~ A new recreational vehicle park shall undergo a Major Development Review (refer to Section 6-1.3), and shall include such information required by the City including but not limited to the following additional information:

- a. the name, address, and phone number of the park owner and park manager;

- ~~_____ b. _____ a legal description of the park property;~~
- ~~_____ c. _____ a complete set of plans of park as constructed; and~~
- ~~_____ d. _____ the number and sizes of all lots.~~

~~1198. Manufactured Homes or Mobile Homes shall not be permitted within
Recreational Vehicle Parks.~~

~~12. A temporary permit may be issued by the City Council to park or maintain a
Recreational Vehicle other than as provided in this section under the following
conditions:~~

- ~~a. A permit shall be temporary, not to exceed a period of one year and the
applicant for such permit shall pay to the City Clerk a municipal service
charge in the amount \$5.00 per month for each month that the permit is to
remain in effect.~~
- ~~b. A permit shall be renewable and shall be subject to revocation at any time
that the City Council, in its discretion, determines that the conditions
under which it was issued have materially changed or that revocation is
required to protect the health, safety or welfare of the citizens of the City.~~
- ~~d. A permit may be granted only where, after public hearing, the City Council
determines that such permit is in the best interest of the City and:~~
 - ~~i. The recreational vehicle is to be occupied, rent free, by a blood
relative, within the second degree of consanguinity, of a person, or
the spouse of a person, who owns and occupies a single family
dwelling on the parcel of land on which the recreational vehicle is
to be placed; or~~
 - ~~ii. The recreational vehicle is to be used exclusively as an office
during a construction project; or~~
 - ~~iii. The recreational vehicle is to be occupied as a residence during
the period of construction, under an existing building permit, of a
home by the applicant on a parcel of land owned by the applicant;
or~~
 - ~~iv. No significant harm to the interests of adjoining and nearby
landowners will result if such permit is granted and special
circumstances exist which will result in undue hardship to the
applicant if such permit is not granted.~~

~~13. Recreational Vehicles shall not be located within the front yard for more than 30 consecutive days.~~

409. All recreational vehicle parks shall be operated and maintained in a neat, orderly and sanitary condition and in accordance with all applicable laws, rules and regulations. The licensee, permittee, duly authorized attendant, caretaker, resident manager and/or owner of the recreational vehicle park shall be in charge at all times to keep the recreational vehicle park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant, caretaker, resident manager and owner of the park shall be answerable, with the licensee or permittee, for the violations of any provision of these Land Development Regulations to which the licensee or permittee is subject. The occupant and owner of the recreational vehicle shall also be responsible for ensuring the recreational vehicle complies with applicable laws.

410. No recreational vehicle park shall be added to, extended or expanded after the effective date hereof, including but not limited to no additional spaces may be added.

Section 16. Section 5-12.3 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby added as follows:

5-12.3 Regulation of Recreational Vehicles

In addition to all applicable regulations, the following standards shall apply to recreational vehicles.

1. Recreational vehicles actually used for living or sleeping purposes shall be subject to the terms and provisions of this Article, but nothing herein shall be construed to prevent the parking or storage of a recreational vehicle when said recreational vehicle is not being used for living or sleeping purposes and kept entirely within a side or rear yard, in a recreational vehicle park or in a storage business. Except as set forth below, no recreational vehicle being used for living or sleeping purposes may be parked or located outside of a recreational vehicle park.
2. Recreational vehicles shall not be permitted to have permanent additions attached to them such as carports, covered porches, family rooms and storage rooms.

3. A temporary permit may be issued by the City Council to park or maintain a recreational vehicle other than as provided in this section under the following conditions:
- a. A permit shall be temporary, not to exceed a period of one year and the applicant for such permit shall pay to the City Clerk a municipal service charge in the amount \$5.00 per month for each month that the permit is to remain in effect.
 - b. A permit shall be renewable and shall be subject to revocation at any time that the City Council, in its discretion, determines that the conditions under which it was issued have materially changed or that revocation is required to protect the health, safety or welfare of the citizens of the City.
 - d. A permit may be granted only where, after public hearing, the City Council determines that such permit is in the best interest of the City and:
 - i. The recreational vehicle is to be occupied, rent free, by a blood relative, within the second degree of consanguinity, of a person, or the spouse of a person, who owns and occupies a single-family dwelling on the parcel of land on which the recreational vehicle is to be placed; or
 - ii. The recreational vehicle is to be used exclusively as an office during a construction project; or
 - iii. The recreational vehicle is to be occupied as a residence during the period of construction, under an existing building permit, of a home by the applicant on a parcel of land owned by the applicant; or
 - iv. No significant harm to the interests of adjoining and nearby landowners will result if such permit is granted and special circumstances exist which will result in undue hardship to the applicant if such permit is not granted.
 - e. Notwithstanding the remainder of this subsection and without public hearing, the City Council may allow a recreational vehicle to be occupied for a limited amount of time as determined by the City Council following damage caused by a declared emergency if the recreational vehicle is to occupied as a residence during the period of repair or construction, under an existing building permit, of a home by the applicant on the same parcel of land owned by the applicant. In the event that such repair or

construction is as a result of a declared emergency, the fee may be waived by the City Council.

4. Except as allowed under Subsection 5-12.3(3)(e), recreational vehicles shall not be parked or located within the front yard for more than 30 consecutive days.

Section 16. Section 5-12.4 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby added as follows:

5-12.4 No New Recreational Vehicle Parks

Notwithstanding anything to the contrary herein, because of the health, safety and welfare concerns within existing recreational vehicle parks and surrounding properties due to damage anticipated to result from high winds in future hurricanes, no new recreational vehicle parks shall be allowed within the City after the effective date hereof.

Section 17. Section 6-1.3 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

6-1.3 Development Review Process

The following process shall be adhered to during the course of development review.

1. Developers wishing to engage in development activities, except as listed in subsection 6-1.2.3 above, shall first obtain from the City an application for a development permit. Such application shall be in the form prescribed by the City Clerk and shall be completed by the developer or an agent authorized to act on behalf of the developer. Development reviews shall be conducted using only those forms or materials established and approved by the City including the site plan requirements specified in subsection 6-1.4 of these Land Development Regulations.
2. A pre-application conference may be requested by an applicant upon completion of the development permit application. A pre-application conference is an optional step in the development review process.
3. Development review shall be undertaken for the following types of development as follows.
 - a. Minor Development. Requires review by the City Clerk or the City Clerk's designee. The following activities would require a Minor Development Review:
 - i. Uses permitted in the land use category and compatible with other

land uses in the land use category and developed in conformity with the City's land development regulations without the need for a variance; --

- ii. Construction or modification of one single-family dwelling unit; ~~or a manufactured home; or mobile home;~~ or the construction of an accessory structure to such a dwelling on a lot or parcel with legal access;
- iii. Construction or placement of accessory structures which are 120 square feet or more and not intended for human occupancy or habitation; or
- iv. Expansion of existing multi-family or commercial uses by less than 1,000 square feet of gross building area or an increase in total impervious surface area of less than 15 percent.

The review will be conducted by the City Clerk or their designee. At a minimum, review must be based upon compliance with Article 4 – Land Use District and Article 5 – Development Standards. Review may include consultation with other City and affiliated agency technical staff. Applications must include a site plan of the subject property, as described in Section 6-1.4.2.a, along with sufficient information to demonstrate compliance with applicable standards. Additional information or impact assessments may be required for development activities in designated conservation zones.

- b. Major Development. Requires review by the Planning Commission and City Council. Major Development review involves large-scale development activities including ~~but not limited to mobile home / manufactured home parks, recreational vehicle parks and~~ all activities not listed within subsection 6-1.3.3.a. or exempted by subsection 6-1.2. Major Development review must be based upon all requirements of Minor Development review plus an assessment of impacts which may be caused by the proposed development. At a minimum, the impact assessment must address the following general parameters;

- i. Adequacy of public facilities and services available to serve the proposed development and bonding of all infrastructure by phase;
- ii. Suitability of site conditions including topography and soils, and the extent to which site modifications will be necessary to accommodate the proposed development;
- iii. Ingress and egress to roadways;

- iv. Drainage or stormwater management;
- v. Vehicular traffic, including on-site parking;
- vi. Required permits from other governmental agencies;
- vii. Noise;
- viii. Lighting;
- ix. Public safety and/or potential to create a public nuisance; and
- x. Impacts on natural resources.

Review may include consultation with other City and affiliated agency technical staff. Applications must include a site plan of the subject property along with a Development Permit Application. Additional information or assessment may be required for development activities in designated conservation zones.

Section 18. Section 6-3.1 of the LDR adopted by reference in Ordinance No. 2012-358, as amended, is hereby amended as follows:

6-3.1 Existing Non-Conforming Development

Non-conforming development, sometimes referred to as grandfathering, is considered to be those land uses or structures which are in existence on the effective date of these Land Development Regulations and which by use, design or construction do not comply with the provisions of these Regulations.

Subject to the following restrictions for continuance of non-conforming development such development may, if in existence on the effective date of these Land Development Regulations, remain in its non-conforming state.

1. Public Hazard. The development must not constitute a threat to the general health, safety and welfare of the public.
2. Ordinary repair and maintenance. Normal maintenance and repair to permit continuation of non-conforming development may be performed.

3. Expansions or extensions. Except as set forth in Subsections 5-11.2 and 5-11.3 of these Land Development Regulations, Non-conforming uses shall not be expanded, modified or extended onto adjacent properties.
4. Abandonment or discontinuance. Where non-conforming development is abandoned or the use of the entire parcel is discontinued for a period of six (6) months such use shall not be continued or resumed, and shall be subject to compliance with the provisions of these Land Development Regulations.
5. Damage or destruction. Where non-conforming development is substantially damaged or destroyed reconstruction of such development shall be in compliance with the provisions of these Land Development Regulations. A structure is considered to be substantially damaged or destroyed if the cost of reconstruction is fifty (50) percent or more of the fair market value of the structure at the time of the damage or destruction. For non-conforming development comprised of multiple structures the cost of reconstruction shall be compared to the combined fair market value of all of the structures.
6. Change of ownership. Change of ownership or other transfer of an interest in real property on or before December 31, 2020, on which a non-conforming use is located shall not, in and of itself, terminate the non-conforming status unless the purchaser modifies or alters the use of the property. Notwithstanding the foregoing, any change of ownership or other transfer of an interest in real property after December 31, 2020 on which a non-conforming use is located shall terminate the non-conforming status and the property must be in compliance with the terms of the current Land Development Regulations.
7. Change in use. Should a nonconforming use be converted in whole or in part to a conforming use, that portion of the nonconforming use so converted shall lose its nonconforming status.

Section 19. Severability.

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 20. Scrivener's Error.

The correction of typographical errors which do not affect the intent of the Ordinance may be authorized by the City Clerk or the Clerk's designee, without public hearing.

Section 21. Ordinance to be Liberally Construed.

This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

Section 22. Repeal of Conflicting Codes, Ordinances, and Resolutions.

All codes, ordinances and resolutions or parts of codes, ordinances and resolutions or portions thereof of the City of Parker, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 23. Effective Date.

This Ordinance shall take effect immediately upon its

passage.

PASSED, ADOPTED AND ADOPTED at a Meeting of the City Council of the City of Parker, Florida as of the ____ day of _____, 2019.

CITY OF PARKER

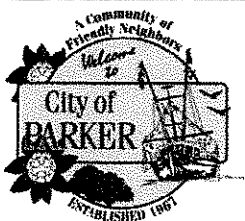
Richard Musgrave, Mayor

ATTEST:

Nancy Rowell, City Clerk

Examined and approved by me, this ____ day of _____, 2019.

Richard Musgrave, Mayor



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Tony Summerlin

2. MEETING DATE:

August 6, 2019

3. REQUESTED MOTION/ACTION:

Request City Council to decide to renew or non-renewal of contract for state road maintenance.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

City Council to review contract with ICA (Infrastructure Company of America) aka DBI (DeAngelo Brothers LLC) for employees to provide state roads maintenance.

Discussion of expense to City in relation to reimbursement amounts.

AGENDA ITEM # 4



INFRASTRUCTURE COMPANY OF AMERICA

CONTRACT

Project No: 3000892
County: Bay
Contractor: City of Parker

Office No: 063
Bonding: 0 % (N/A)
Contract No.: 001174
Prepared By: G Free, N Canavan

This Contract, made this 1st day of July, 2019 between INFRASTRUCTURE COMPANY OF AMERICA, a Tennessee limited liability company, having its principle place of business at 750 Old Hickory Blvd. Bld. 1, Suite 200, Brentwood, Tennessee 37027, hereinafter called ICA and, City of Parker having its principal place of business at 1001 West Park Street, Parker, Florida 32404, hereinafter the CONTRACTOR:

RECITALS:

A. ICA has a contract with Florida Department of Transportation, ("FDOT"), to perform certain work for FDOT on E3M31-RO AM Contract.

B. ICA wishes to subcontract a portion of the work under the above contract to the CONTRACTOR, and the CONTRACTOR is willing to perform the work on the terms and conditions stated herein.

1. Justification and Location: To provide specialized personnel, materials and equipment to perform quality turf management on selected state roadways within Bay County for the next twelve (12) months with the option to renew each year with written agreement between both parties. The Contract term shall be one (1) year from the date of execution by ICA, beginning July 1st, 2019 and will expire June 30, 2020, with up to two (2) one yearly renewal by written agreement between both parties, City of Parker and ICA.

2. Description of Work: Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside areas within the right-of-way limits along the selected highways in the Bay County.

3. ☒ Scope of Services Attached. See Attachment "B"

4. Estimate of quantities of work and the basis of payment. For satisfactory work, ICA shall pay the CONTRACTOR as defined below. (Quantities are estimates only and may be adjusted up or down at the sole discretion of ICA):

Activity Code	Pay Item No.	Description	Account	UOM	QTY	Unit Cost	Amount
		See Attached					

Blanket Purchase Order # 001174

☒ Bid Sheet Attached. See Attachment "A"

Total \$ 19,009.35



INFRASTRUCTURE COMPANY OF AMERICA

COORDINATION OF PLANS AND SPECIFICATIONS:

The General Specifications, Scope of Services, and any attachments are integral parts of this Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. The Contract, and Amendments
2. The Scope of Services, Attachment "B"
3. The General Specifications, Attachment "C"

The General Specifications attached hereto as Attachment C are adopted and incorporated by reference and made part of this Contract, except as provided below

Section 3.1 VENUE, LAW: Shall read as follows, "The Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any judicial proceedings arising out of the Contract shall be in Bay County, Florida."

Section 3.5 INDEMNITY: Last sentence shall be changed to, "The obligation of Contractor for indemnification hereunder shall be limited to the sum of Three hundred thousand (\$300,000.00) per occurrence or an amount equivalent to the compensation paid to Contractor under this contract, whichever is greater, unless separately agreed by the parties hereto and memorialized by written addendum to this contract per Florida Statutes Section 768.28, paragraph 5."

Section 3.8 PERFORMANCE and PAYMENT BOND: Performance and Payment Bond is waived in this Contract.

Section 4.3.2 Operations: 2nd paragraph shall be changed to, "Only No regular work shall be performed, only emergency work shall be performed on the following; Sundays; Thanksgiving Day; New Year's Day; Christmas Day; Independence Day; or Labor Day."

PAYMENT TERMS:

Upon inspection and acceptance of the work, the CONTRACTOR shall submit a detailed invoice. Payment will be made for satisfactory work net thirty (30) days from the date of invoice.

Description of additional attachments made part of this contract:

1. Attachment "D" – Page 33 of Contract E3M31-RO, Mowing & Litter QC Requirements
2. Attachment "E" – Mowing Locations & Quantities



INFRASTRUCTURE COMPANY OF AMERICA

ENTIRE CONTRACT:

This Contract, and any Attachments constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all negotiations, prior discussions, and prior agreements relating to such subject matter.

AMENDMENTS:

This Contract may be amended only by a written document signed by both parties.

IN WITNESS WHEREOF, the parties have signed the Contract by their duly authorized representatives.

CONTRACTOR:

City of Parker

By _____
Sign/Date

Printed Name

Title

INFRASTRUCTURE COMPANY OF AMERICA:

Approval Recommended:

By _____
Sign/Date

Printed Name

Title

Authorized Personnel:

Sign/Date

Title



BID SHEET

City of Parker

CONTRACTOR'S NAME

1001 West Park Street, Parker, Florida 32404

CONTRACTOR'S ADDRESS

Activity Code	Pay Item No.	Description	Account	UOM	QTY	Unit Cost	Cycles per Year	Amount
485	D0913-485-08	Mowing (Small Machine-Bay County)	5040	Acres	4.90	\$115.59	7	\$3,964.74
484	D0913-484-03	Mowing (Intermediate-Bay County)	5040	Acres	10.58	\$50.27	7	\$3,723.00
541	D0913-541-49	Litter Removal (Bay County)	5040	Acres	56.92	\$6.45	12	\$4,405.61
545	D0913-545-07	Edging & Sweeping (Bay County)	5040	Edge Mile	7.60	\$130.00	7	\$6,916.00
TOTAL								\$19,009.35

SIGNATURE

TITLE

DATE

SIGNATURE (Print)



ATTACHMENT "B"
Scope of Service
Roadside Mowing

**All mowing operations in this scope of service shall be in accordance with
Florida Department of Transportation (Bureau of Maintenance)
"Turf Management Guide"
(Current Edition)**

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside areas, Edging and sweeping to eliminate excess growth of grass and/or vegetation along curbs and sidewalks, and the removal of litter and debris from within the right-of-way limits along the selected highways in the City Limits of City Of Parker located within Bay County (see attached chart for details, Attachment E). The work described in these specifications includes routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment and the periodic mowing of areas that may require the use of specialized equipment. Hand labor or small machine mowing may be required to perform the specified work in certain areas or during certain times of the season. Vegetation shall consist of all grass and all succulent weed growth.

2.0 Types of Mowing Areas

- 2.1 Mowing encompasses the routinely mowed areas of shoulders, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms, around retention ponds including dry pond bottoms, raised median islands and various width utility strips, ponds and similar areas designated by ICA's Project Manager or designee.
- 2.2 Slope mowing is generally limited to slopes greater or steeper than 3:1 and that are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, canal banks, etc. Perform slope mowing using a boom-type slope mower and/or the use of weed eaters may be allowed. Mow canal banks and ditches that are inaccessible to conventional equipment using the boom-type slope mower and/or the use of weed eaters may be allowed.
- 2.3 Edging and Sweeping shall be conducted at all location where sidewalks and/or curb and gutter are present.

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- 2.4 ICA's Project Manager or designee may require mowing of additional areas and will designate the type of mowing required. These areas may be additional areas during a cycle or areas that need mowing between cycles for aesthetic value or weed control. Payment for the additional areas will be made under the appropriate item for the pro rata share of the mowing cycle required. Examples of additional areas include fence line, rest areas and certain retention ponds not mowed as part of regular mowing cycle.

3.0 Quantity and Frequency of Mowing

- 3.1 The area and limits of mowing will be established in the field by ICA's Project Manager or designee. The quantity of mowing will be measured and paid as a mowing cycle not acres. ICA makes no assertion as to the number of acres included in each mowing cycle. As the number of acres mowed may vary from cycle to cycle, due to field conditions. ICA has provided the FDOT RCI data for the contractor's reference.
- 3.2 ICA's Project Manager Engineer or designee will direct the Contractor when to begin each mowing cycle, by an approved work order/Purchase Order. The number and timing of cycles will depend upon the growth conditions of the grass during the season. **However, the actual number of cycles may be increased or decreased as directed by ICA's Project Manager or designee.** For estimating purposes, please use seven (7) mowing cycles as a base estimate.
- 3.3 Weather permitting, complete one cutting cycle for roadside and/or slope areas within 21 calendar days of beginning the cycle.

NOTE: Mowing operations shall occur during daylight hours only, No mowing or litter removal operations will be conducted at night without written permission from ICA's Resident Maintenance Engineer.

4.0 Equipment

- 4.1 All equipment shall be subject to inspection by ICA's Project Manager or designee at any time. Properly maintain safety devices at all times. All safety equipment shall meet FDOT requirements.
- 4.2 If ICA's Project Manager or designee determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of ICA's Project Manager or designee.

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- 4.3 Inspection of the Contractor's equipment by ICA's Project Manager or designee shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 4.4 Equipment or Operators which damages the pavement, signs, object markers or turf in any way will not be allowed. Repairs to all damages caused by the Contractor's equipment will be at no cost to ICA or FDOT.
- 4.5 Contractor shall use amber flashing lights or strobe lights with 360 degree visibility on all equipment. Do not use these lights when traveling to and from the jobsite.

5.0 Mowing Equipment

- 5.1 All mowing equipment shall be painted a uniform color of high visibility.
- 5.2 The mowing equipment shall be in good repair capable of producing a clean, sharp cut meeting the performance criteria set forth under State Contract E3M31-RO (page 33), Turf Management Guide and the State's Maintenance Rating Handbook under Vegetation and Esthetics with uniform distribution of the cuttings.
- 5.3 Furnish equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. If, in the opinion of ICA's Project Manager or designee, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, ICA's Project Manager or designee may direct the Contractor to provide additional equipment at no additional cost to ICA.

6.0 Method of Operations

- 6.1 Mowing limits also include any mowing by weed eater or small machine. Litter Removal will be performed prior to all mowing operations. Litter limits are the same as mowing limits. Litter will be bagged and may be placed at the back of the clear zone until removed at the end of each work day. The quantity of litter removal will be measured and paid as a litter cycle, not acres. The contractor shall dispose of all litter at an approved disposal facility. The contractor shall comply with all applicable laws and other requirements when disposing of litter. No additional payment will be made for the disposal of litter as it is considered as part of the contract unit price for the litter removal cycle. For estimating purposes, please use twelve (12) cycles as a base estimate.

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- 6.2 ICA's Project Manager or designee will at the beginning of each month provide a Work Order/Purchase Order for each mowing, litter, edging and sweeping cycle. Advise ICA's Project Manager or designee when work is interrupted due to weather, equipment breakdowns, etc.
- 6.3 On the initial routine cutting cycle, commence mowing at either or both ends of the project and proceed continuously toward the opposite end. On subsequent cycles, follow the pattern adopted for the first cycle unless noted by ICA's Project Manager or designee specifically authorizing a change in the pattern.
- 6.4 At the conclusion of each working day, complete all mowing within the longitudinal limits worked, except that not more than one-mile may be partial mowed.
- 6.5 Complete a full cutting cycle prior to beginning another cycle.
- 6.6 When weather conditions or work by other contractors prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, ICA's Project Manager or designee may require the Contractor to cut these areas as part of the next cycle without penalty for exceeding the time allowed. When directed by ICA's Project Manager or designee, do not mow grass areas that are saturated with standing water with standard mowing equipment. Mowing of wet or saturated areas may be requested to be mowed by hand or boom-type equipment, or ICA's Project Manager or designee may elect to have the areas mowed at subsequent cycles. No deduction will be made from the pay quantities for any such area not mowed unless the area exceeds one acre. Reduction in pay will be based on a pro-rata share of the mowing cycle. No increase in pay will be made for future mowing of these areas, unless a deduction was made.
- 6.7 Exercise care to preclude any source of litter as a result of the mowing operation. If litter has been mowed over and has created a nuisance or unsightly condition it will be the Contractor's responsibility to remove said litter at no additional cost to ICA.
- 6.8 When mowing fenced retention ponds, the Contractor will be required to remove any and all vegetation from the fence encompassing the pond as part of the mowing operations within the pond limits. Litter shall be removed from around the ponds and identify to ICA's Project Manager or designee of debris or litter in the wet pond area that cannot be removed by the Contractor's work force. All gates for fenced retention ponds shall be locked after the Contractor's employees have completed their operations or by the end of each day's work.

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- 6.9 During mowing operations, consult with ICA's Project Manager or designee for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-mow, without additional compensation, the area(s) so that the total cutting cycle may be satisfactorily completed within the specified time.
- 6.10 The Contractor shall not perform any unsafe mowing maneuvers in the median or shoulder areas that may pose a danger to the traveling public or their personnel and equipment.

7.0 Limitation of Operation

- 7.1 When mowing within ten (10') feet of the travel way, operate equipment in the direction of traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the Florida Department of Transportation "Roadway Design Standards for Roads and Bridges, section 600" current edition, and/or the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices.
- 7.2 When boom-type slope mowers are operated on the shoulder, station a flagman to warn other traffic and assist the operations. Place warning signs at least one thousand (1000') feet in advance to warn traffic. When these mowers are crossing the travel way or bridges, provide flag protection and shadow vehicles.
- 7.3 When necessary for mowing machines to cross bridges with full width shoulders on the right, make the crossing on the shoulder. Cross all bridges with care. Keep such crossings to the minimum required to complete the work as specified.



8.0 Quality of Work

- 8.1 Cut all grass and vegetation to a height meeting the performance criteria set forth under State Contract E3M31-RO (page 33) Turf Management Guide and the State's Maintenance Rating Handbook under Vegetation and Esthetics with a maximum tolerance of one-half (1/2") inch plus or minus.
- 8.2 Connect areas of different widths with smooth flowing curve transitions. The accumulation or the piling of cuttings will not be permitted especially on top of drainage structures.
- 8.3 Where landscaping has been established or natural landscaping (Wild Flowers) has been preserved, mowing shall conform to the established mowing contours.
- 8.4 Mow around existing appurtenances as directed by ICA's Project Manager or designee. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, end walls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscaped areas, etc.
- 8.5 Edging and Sweeping shall consist of using motorized equipment to provide a straight edge along both sides of sidewalks if turf is present and along the back side of curbs. Sweeping shall consist of removing from sidewalks and gutters all grass trimmings and dirt to present a clean and orderly appearance.
- 8.6 The Contractor will not be required to rake or remove grass or other vegetation cuttings from the right-of-way except for grass or clippings created by the Contractor on sidewalks, gutter and paved, areas as a result of mowing operations. Leaving or stock piling of grass clippings on drainage inlets will not be allowed at any time.

9.0 Compensation

- 9.1 Payment will be made on the basis of the Contract unit prices shown in the Bid Sheet including all labor, equipment, materials, fees, permits, licenses, taxes and incidentals.

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- 9.2 Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, and incidentals necessary to complete mowing operations specified. The cost of hand labor and small machine mowing will not be measured separately for payment but will be considered incidental to other items of work for which payment is made.
- 9.3 Assessments or pay reductions may result if it is determined that due to Contractor negligence caused ICA to receive an a pay reduction or assessment due to lack of meeting quality performance measures for mowing and litter as set forth for in the performance criteria set forth under State Contract E3M31-RO (page 33), Turf Management Guide and/or the State's Maintenance Rating Handbook under Vegetation and Esthetics.

10.0 Incidents during mowing operations

- 10.1 The contractor shall report all incidents that occur during mowing operations to ICA's Project Manager or designee within 24 hours or less from the time of the incident. If Florida Highway Patrol or any other law enforcement has to report to the scene of an incident the contractor shall immediately contact the ICA office upon arrival of law enforcement.

11.0 Duration of Contract

- 11.1 The Contract term shall be one (1) year from the date of execution by ICA, with up to six (6) one yearly renewals by with written agreement between both parties, City of Parker and ICA.

END OF SCOPE OF SERVICES

Innovative Solutions in Transportation Services

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ICA
HIGHWAY MAINTENANCE
GENERAL SPECIFICATIONS

ATTACHMENT "C"

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits (if any).

2. CONTROL OF THE WORK

2.1 INFRASTRUCTURE COMPANY OF AMERICA (ICA)

All work shall be subject to review and acceptance by ICA's Resident Maintenance Engineer or his designated representative, who shall evaluate the Contractor's work for compliance with the Contract Documents. ICA's Resident Maintenance Engineer (or his designated representative) has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Special Provisions, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Special Provisions
2. Contract
3. Supplemental Specifications
4. General Specifications
5. FDOT Standard Specifications current edition

2.3 FINAL ACCEPTANCE

Upon satisfactory completion of all of the work contemplated by the Contract, ICA's Resident Maintenance Engineer (or authorized designee) shall give the Contractor written notice of final acceptance.

2.4 CONTRACTOR'S SUPERINTENDENT

The Contractor's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

2.5 TRAFFIC CONTROL

The Contractor shall adhere to the requirements of the latest editions of the Florida Department of Transportation Standard Indexes and the U.S. DOT Manual on Uniform Traffic Control Devices.

Contractor's Initials _____ Page 1
10/05/2010

2.6 OTHER WORK

If activities by ICA or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3. OTHER REQUIREMENTS

3.1 VENUE, LAW

The Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any judicial proceedings arising out of the Contract shall be in Bay County, Florida.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

No work shall be performed under the provisions of the Contract on any properties outside the limits of the State-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by ICA nor relieve the Contractor of its liabilities.

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and ICA's Resident Maintenance Engineer shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by ICA's Resident Maintenance Engineer.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any

damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.5 INDEMNITY

The Contractor shall indemnify, defend and hold harmless ICA, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligence (actual or alleged), recklessness or intentional wrongful misconduct of the Contractor (its subcontractors, agents or employees). Contractors' indemnity obligations hereunder shall extend to and include the contributory or concurrent negligence of ICA, the Florida Department of Transportation, and all of their respective officers, agents or employees with sole exception that Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused by and resulting from the sole negligence of ICA or any of its officers, agents or employees. ~~The obligation of Contractor for indemnification hereunder shall be limited to the sum of One Million Dollars (\$1,000,000.00) per occurrence or an amount equivalent to the compensation paid to Contractor under this contract, whichever is greater, unless separately agreed by the parties hereto and memorialized by written addendum to this contract.~~ Revised see Contract for re-write.

3.6 INSURANCE

The Contractor shall carry and keep in force during the period of the Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida. Contractor's general policy shall protect the Contractor and ICA, and their respective members, directors, officers, employees and agents against claims for injuries which may arise from or in connection with the performance of the work by the Contractor, its employees, officers, agents or subcontractors or any other person for whom the selected firm may be contractually or legally responsible. General liability insurance shall be provided with combined bodily injury limits of at least One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) each occurrence, and property damage insurance of at least Fifty Thousand Dollars (\$50,000.00) each occurrence, for the services and work to be rendered in accordance with this Contract.

The Contractor shall maintain Comprehensive Automobile Liability Insurance of at least One Million Dollars (\$1,000,000.00) applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle. This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy).

Such policy or policies shall be carried without deductible and shall (a) include ICA, and such other parties ICA shall designate, as additional insured, (b) be considered primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations under paragraph 3.5 of these General Conditions, and (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to ICA from the company providing such insurance. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, the Contractor shall deliver certificates and copies of endorsements covering additional insured to ICA as will evidence a renewal or new policy to take the place of the one expiring.

Certificates of such insurance shall be filed with ICA at the time of Contract execution.

3.7 WORKER'S COMPENSATION INSURANCE

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of

Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida. Certificates of such insurance shall be filed with ICA at the time of Contract execution. If exempt from Workers Compensation insurance, the subcontractor will supply ICA that proper exemption letter from the Department of Labor.

~~3.8 PERFORMANCE AND PAYMENT BOND~~

~~A Performance and Payment Bond for one hundred percent (100%) of the Contract Amount shall be maintained throughout the term of the Contract and shall not be terminated until written notice of completion is issued by ICA. The bond shall be executed on the form furnished by the Contractor. The bond shall be signed by the surety and the surety's resident agent in Florida. The surety shall be licensed to do business in the State of Florida. Waived in this Contract.~~

3.9 SAFETY

3.9.1 The Contractor shall adhere to the requirements of the latest edition of the Plan of Safe Practices promulgated by ICA, as minimum, All local, State and the Federal Safety and Health Standards shall be adhered to. In circumstances of conflict the more restrictive requirements will apply.

3.9.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, Without the proper training, certification and experience as required by OSHA's CFR 1926, CFR 1910, Title 40 Environmental Law, Department of Transportation's (DOT) CFR 49, All State Florida Work Zone and MOT requirements (Series 600), Local and ICA Standards and safety requirements.

3.10 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by ICA, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage ICA may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4. PROSECUTION AND PROGRESS OF WORK

4.1 SUBLETTING OF CONTRACTS

The Contractor shall not sublet, assign or otherwise dispose of the Contract or any portion thereof, or of the Contractor's right, title or interest therein without written approval by ICA.

4.2 STATUS OF WORK

The Contractor shall keep ICA advised as to the status of work being done by the Contractor and the details

thereof. Coordination shall be maintained by the Contractor with representatives of ICA.

4.3 OPERATIONS

4.3.1 The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

4.3.2 In general, all maintenance work shall be performed between the hours of 9 a.m. to 4 p.m. For special operations, night work may be allowed between the hours of 7 p.m. to 5 a.m., with proper lighting, if so authorized by the written approval of the ICA Resident Maintenance Engineer. No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet.

~~No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day.~~ When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the ICA Resident Maintenance Engineer, or in circumstances of an emergency. Revised, see Contract for re-write.

4.3.3 In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the ICA Resident Maintenance Engineer may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

4.3.4 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

- (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or
- (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on predetermined controlling work items.

The ICA Resident Maintenance Engineer will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by ICA.

4.4 SUSPENSION OF WORK

ICA will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

4.5 DEFAULT AND TERMINATION

4.5.1 ICA reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of ICA requires such termination or suspension. In such circumstances, ICA will notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.

4.5.2 If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; or (v) performs unsatisfactorily in the opinion of ICA reasonably exercised, ICA may give notice of default in writing to the Contractor and the surety (if applicable) stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, ICA will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, ICA may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, ICA may take over the work covered by the Contract.

Upon declaration of default and termination of the Contract, ICA will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of ICA's Resident Maintenance Engineer are required for Contract completion. All costs and charges incurred by ICA because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay ICA the amount of the excess.

If, after the default notice curative period has expired, but prior to any action by ICA to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with ICA's requirements, ICA may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of ICA incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.

ICA shall have no liability for profits related to unfinished work on a Contract terminated for default.

4.6 LIQUIDATED DAMAGES

Unless otherwise stated elsewhere, the Contractor shall pay to ICA liquidated damages for failure of the Contractor to complete the work within the time stipulated in the Purchase Order or within such additional time as may have been granted by ICA in the amount of \$100 per day.

For all Purchase Order, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.

If the Contractor (or, in circumstance of the Contractor default, the surety) fails to complete the work within the time stipulated in the Purchase Order, or within such extra time as may have been granted by ICA, the Contractor (or the surety) shall pay to ICA, not as a penalty but as liquidated damages, the amount due. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the Purchase Order time allowed, including time extensions, shall in no way act as a waiver on the part of ICA of the liquidated damages due under the Contract.

In the event of default of the Purchase Order and the completion of the work by ICA, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of ICA.

The Purchase Order will be considered completed when all work has been accepted by the ICA Resident Maintenance Engineer or authorized designee. ICA reserves the right to apply as payment on such liquidated damages any money due the Contractor by ICA.

5. PAYMENT

5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty or service or part required by the Contract or a Purchase Order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by ICA and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by ICA, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory work) will be withheld by ICA from any invoice or monthly billing period until such time as the work is determined to be acceptable.

5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and materials furnished the previous period. This certification shall be in the form designated by ICA. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by ICA and work done under equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and materials suppliers having an interest in the Contract receive their share of the payments due. ICA will not make any progress payments after the initial partial payment until the Contractor certifies that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both ICA and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by ICA, with each payment request after the initial request.

5.4 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions of the Florida Department of Transportation and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by ICA's Resident Maintenance Engineer. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

5.5 PAYMENT TERMS:

Upon inspection and acceptance of the work, the CONTRACTOR shall submit a detailed invoice (see information below). Payment will be made for satisfactory work net thirty (30) days from the date of invoice. Invoice must be received at the ICA Office within five (5) working days of invoice date. Invoice cannot be predated or dated before work is complete. The Contractor's Invoice must have the following information to be processed for payment:

1. Invoice must be on Contractor's Letter Head with name of business, address, telephone number, date of invoice, and invoice number.
2. Must reference Contract Number. (BPO Number)
3. Must reference Purchase Order Number. (PO Number)
4. The Pay Item Numbers, Description of Work, Unit of Measure, Quantity, Unit price, and Total Amount should be listed in the invoice with the format provided below.

Pay Item Number	Description of Work	Unit of Measure	Quantity	Unit Price	Total

5. Description and location of where work was conducted.
6. Dates when work was conducted and completed.
7. Copy of ICA provided Purchase Order attached to Contractor's Invoice.

6. WORK ASSIGNMENT AND PLANNING

ICA's Resident Maintenance Engineer will notify the Contractor when to proceed with work by issuance of the Notice to Proceed and a Purchase Order. The Contractor will be allowed seven calendar days to respond to the first purchase order. The initial purchase order may be issued with the Notice to Proceed. Thereafter, the Contractor will respond within five (5) working days to the purchase orders, unless otherwise specified. If the Contractor does not begin work by the end of the fifth day, excluding the date of initial notification, or does not complete the work within the number of calendar days required by the purchase order, liquidated damages will be assessed in accordance with Section 4.6 above and deducted from payment thereafter until the work begins.

Purchase orders will identify the location, description and amount of work to be accomplished and the completion time measured in calendar days. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the default terms of the Contract. Upon receipt of the order to

proceed, the Contractor will arrange for its representative to meet with ICA's Resident Maintenance Engineer prior to performing any work.

ICA's Resident Maintenance Engineer will provide the Contractor with the purchase order showing the location and estimated units of work to be performed. Upon completion of the assigned work the Contractor will notify ICA's Resident Maintenance Engineer and certify that the work is completed. All work completed will be reviewed to verify quantity and quality prior to approving the purchase order.

Should inclement weather limit or stop the Contractor from working, ICA shall be notified of work stoppage.

No work shall commence on subsequent purchase orders until the satisfactory completion or progress of previously issued assignments has been confirmed. The only exception to this occasion is when ICA's Resident Maintenance Engineer determines that such other work is in the best interest of ICA and should be expedited.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. The certification will be accomplished by signing and returning the purchase order.

Acceptable work quality will be determined by ICA's Resident Maintenance Engineer. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

The Contractor may receive payment on a monthly basis for the units of accepted work by submitting an invoice based on the pay items and Contract unit prices to ICA's Resident Maintenance Engineer for the work units accomplished.

7. LEGAL EXPENSES

If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other reasonable expenses even if not taxable court costs (including without limitation, all such fees, costs, and expenses incidental to administrative, appellate, arbitration, bankruptcy and, post judgment proceedings), incurred in the action or proceeding or any appeal thereof, in addition to any other relief that the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs and all other charges for which the prevailing party or parties is obligated to pay its attorneys for services in connection with the enforcement of this agreement.

"By signing below, the CONTRACTOR has acknowledged that they have read and understand the General Specifications, and except those sections identified and excluded within the contract

Contractor's Initials _____ *Page 9*
10/05/2010

document, all sections herein are understood to be included as part of the contract document.”

Signed: _____

Date: _____

Printed Name / Title

Company

END OF SECTION

ATTACHMENT "D" (page 1 of 2)

**FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE RATING PROGRAM STANDARDS
VEGETATION AND AESTHETICS**

THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:

ROADSIDE MOWING: No more than 1% of vegetation exceeds (varies) inches high. This excludes allowable seed stalks and decorative flowers allowed to remain for aesthetics.

RURAL LIMITED ACCESS 5 inches – 18 inches

RURAL ARTERIAL 5 inches – 12 inches

URBAN LIMITED ACCESS 5 inches – 12 inches

URBAN ARTERIAL 9 inches maximum

SLOPE MOWING: No more than 2% of vegetation exceeds 24 inches high. This excludes allowable seed stalks and decorative flowers allowed to remain for aesthetics. The area shall be evaluated in accordance with the mowing guide as a minimum.

LANDSCAPING: 90% of landscape vegetation is maintained in a healthy, attractive condition.

TREE TRIMMING: No encroachment of trees, tree limbs or vegetation in or over travel way or clear zone, shall be lower than 14-1/2 feet or lower than 10 feet over sidewalks. No vegetation shall violate the horizontal clearance as defined by this standard.

CURB/SIDEWALK EDGE: No encroachment of vegetation or debris onto the curb or sidewalk for more than 6 inches for more than 10 continuous feet. No deviation of soil of more than 4 inches above or 2 inches below the top of curb or sidewalk for more than 10 continuous feet.

LITTER REMOVAL: The volume of litter does not exceed 3 cubic feet per acre excluding all travel way pavement. No unauthorized graffiti/stickers within the state right-of-way on state owned property. No litter hazards are present in the roadway or on the paved shoulder

TURF CONDITION: Turf in the mowing area is 75% free of undesired vegetation.

Attachment D (page 2 of 2)

LITTER	
Deficiency Identification	Deduction
A customer contacts the Department with a legitimate expression of dissatisfaction with Contractor's resolution efforts concerning litter.	\$1000 per issue per dissatisfied customer.
A customer contacts the Department with a legitimate expression of dissatisfaction with Contractor's resolution efforts concerning bridge trash receptacles.	\$1,000 per trash receptacle per dissatisfied customer.

4.9 MOWING/TURF/POND MAINTENANCE

Turf height is another concern of the Department as it is a reflection to the public of the level of maintenance of the roadway. The Contractor will ensure that this objective is met on all transportation facilities by keeping the roadside turf within Maintenance Rating Program limits. Undesirable vegetation should be controlled to ensure aesthetically pleasing slopes.

MOWING		
Deficiency Identification	Time Allowed/Criteria	Deduction
At any time, roadside mowing for Rural Arterial exceeds the Maintenance Rating Program allowable height by more than 6"; Urban Arterial exceeds Maintenance Rating Program allowable height by more than 3"; All heights exclude allowable seed stalks.	Upon identification.	\$300 per centerline mile.
At any time, undesirable vegetation found on a slope that is more than 6" higher than surrounding turf.	Upon Identification.	\$100 per slope.
At any time, vegetation	Upon identification.	\$500 per occurrence.

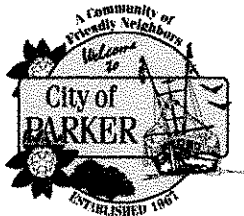
ATTACHMENT "E"

LOCATIONS & QUANTITIES

City of Parker

COUNTY: Bay

SECTION & SITE	LOCATION
46020-000 (1)	S.R. 30 – US BUS 98 from Springfield City Limits (M.P.10.309) east to Dupont Bridge (MP 14.183).
46020-003 (2)	S.R. 30A – Tyndall Parkway (US 98) from Cherry Street (M.P.8.513) east to US BUS 98 intersection (MP 9.845).



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

City Clerk Baker

2. MEETING DATE:

August 6, 2019

3. REQUESTED MOTION/ACTION:

City Council to revisit conversation of ad valorem tax.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

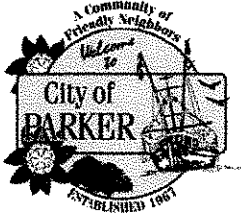
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N/A

☒

5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

Council Members have expressed interest in revisiting the possibility of an ad valorem tax in the City.



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Bookkeeper Combs

2. MEETING DATE:

August 6, 2019

3. REQUESTED MOTION/ACTION:

Request for City Council to review and approve IT contract.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

The City is currently without an IT provider. Requesting the City Council to review and approve the IT contract submitted by TJ Network (Banyon Pelham). The previous vendor, Garner IT, responded that they would not be able to provide the services requested by the City and is no longer seeking consideration.

AGENDA ITEM #

6

NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on TBA, between TJ'S Network Consulting ("Provider"), with its principal place of business located at 6400 E. Hwy 22, Panama City, Florida, 32404 and City of Parker, Florida ("Client"), with its principal place of business located at 1001 West Park Street Parker, FL 32404 and shall be effective as of TBA (the "Effective Date").

RECITALS

WHEREAS, Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks;

WHEREAS, Client desires to retain Provider to perform the services set forth in this Agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in Exhibit A (Statement of Work).

2. Price and Payment

Client will pay Provider for the Network Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of 1 year and will automatically renew from year to year thereafter. Provider may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay Provider for all of the Services performed up to the date of termination. In the event payment for services has been made in advance, Provider agrees to refund such payment to Client after first deducting payment to Provider for all services performed up to the date of termination, without regards for any discount for prepayment. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Obligations of Client

A. Client will immediately notify Provider upon learning of any significant problem with the performance of the network.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.

C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.

D. Client or automated devices will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.

E. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Contract Administrator.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend permanently after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of client's network or data. Provider warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. Provider will check all automated back-ups of data for integrity and store them in compliance with the client's policy. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. THE PROVIDER WILL NOT BE LIABLE FOR ANY ACT OF GOD, NATURAL DISASTER, ACCIDENTAL OR INTENTIONAL ACT BY ANY THIRD PARTY OR ANY OTHER SITUATION BEYOND ITS CONTROL THAT RESULTS IN DATA OR SYSTEM INTERGRITY LOSS. IT IS THE RESPONSIBILITY, UNLESS CONTRACTED SEPARETLY BY THE CLIENT, TO MAINTAIN DATA BACKUPS OFF SITE IN THE EVENT OF A SITUATION MENTIONED ABOVE.

7. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of any loss of data that may occur, regardless of the cause of such loss of data that may occur.

8. Indemnification

The Client hereby agrees to indemnify Provider for claims brought against Provider only to the extent that they are found to result from the sole negligence of the Client, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of the Client. This indemnification shall not be construed as a waiver of the Client's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the Client could be liable under the common law interpreting the limited waiver of sovereign immunity. An action may not be instituted on a claim against the Client unless the claimant presents the claim in writing to the City Manager within 3 years after such claim accrues or the City Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the City Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the Client to only those damages caused by the Client's sole negligence, and shall specifically exclude any attorney's fees or costs associated therewith.

9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. [Intentionally omitted]

13. Attorneys' Fees

If any litigation is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject

matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider TJS Network Consulting

By: _____
Title: Owner

Client City of Parker, Florida

By: _____
Title: City Manager

EXHIBIT A: STATEMENT OF WORK

TABLE OF CONTENTS

	Preamble
1.0	Scope
2.0	Price and Payment
3.0	Expenses and Taxes

PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Scope

1.1 Initial Setup - Network system design, installation and configuration. This service includes setup of printers, scanners, DSL and dial-up accounts, e-mail setup and general consumer applications. May also include transfer of documents, bookmarks and settings from previous systems.

1.2 General Maintenance & Repair - Routine hardware checks, software updates, OS updates and file-structure related services.

1.3 Hardware & Software Installation - On-site installation of hardware and application software. This service includes RAM upgrades, hard-drives, PCI cards and peripherals. Some specialty hardware and industry specific software may require custom pricing. This potential billing scenario will be discussed on a case-by-case basis.

1.4 Hardware & Software Troubleshooting - Isolate the cause of the problem(s) in the computing environment. Note: In some rare situations (such as hardware failure or incompatible hardware or software), issues may not be resolved. The client is still responsible for the time-related fee. This potential billing scenario will be discussed on a case-by-case basis.

1.5 Needs Assessment - Custom support regarding hardware or software purchases to accomplish specific tasks or business goals.

1.6 Systems Integration - Installation of hardware into an existing computing environment. Services include setup of any necessary software or hardware.

1.7 Network Security - Installation of hardware and/or software to provide reasonable network security and virus protection. Note: network security and virus protection services are provided on a best-effort basis and are not guaranteed to prevent network intrusions or virus attacks. See section 6.0 of the Network Services Agreement.

1.8 Data Backup & Data Recovery - Develop and implement a backup strategy. Data recovery services are also available. Note: In some situations (such as complete hardware failure, media failure or total data corruption) data may not be recoverable. The client is still responsible for the time-related fee. Costs for data-recovery services will be discussed on a case-by-case basis.

1.9 Rapid-Response Service - General on-site services are usually delivered within a 12- to 48-hour timeframe. Rapid-response service is delivered within a one- to three-hour timeframe as available. Additional fees may be billed for special circumstances that require temporary loan of hardware or other items. Specific details are discussed at time of service request. Additional fees may be billed for rapid-response services.

1.10 24-Hour Emergency Service - After-hours onsite service is from 9pm to 7am, Monday through Sunday, and is delivered within a one- to three-hour timeframe. Additional fees will be billed for 24 Hour Emergency Services at the rate of \$125.00 per hour in addition to an emergency service fee.

2.0 Price and Payment

Provider is being hired on an hourly basis to perform the Services and provide the Deliverables according to this Statement of Work. This Statement of Work is subject to a nonbinding estimate of total labor costs to complete this work. Client accepts that a stable scope of work is critical to achieving the price estimates. Testing and debugging work are considered a normal part of work performed under this Statement of Work at the rates specified. Provider will maintain daily records of hours and tasks performed, which will be submitted to Client upon request. All work schedules will be considered reasonably accurate estimates, subject to revision. The hourly rate for this statement of work is \$95.00.

2.1 Invoices

Services will be invoiced monthly.

2.2 Payment

Payment is due fifteen (30) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of ten (10) percent per month or fraction thereof until paid.

3.0 Supporting Documentation

Quotes as previously submitted for new network installation and is not included in this contract for service.

4.0 Expenses and Taxes

Prices quoted for Services do not include and Client will reimburse Provider for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TechInsurance <small>an insurance company</small> TechInsurance 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 668-7020 FAX (A/C, No): 877-826-9067 E-MAIL: ADDRESS:														
INSURED Banyon Pelham 906 Rosemont Dr. , Panama City, FL, 32405	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Twin City Fire Insurance Company	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			46SBMVE7547	10/31/2018	10/31/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:								\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>		<input type="checkbox"/>						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$
	DED <input type="checkbox"/>	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N <input checked="" type="checkbox"/> Yes	N/A	46WECAE2286	1/16/2019	1/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability (Errors and Omissions)				46 TE 0254130-18	10/31/2018	10/31/2019	Occurrence/Aggregate	\$1,000,000 / \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Parker, Florida 1001 West Park Street Parker, FL 32404	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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MANAGED SERVICES AGREEMENT

This Managed Services Agreement (the "Agreement"), is entered into as of the 1st day of July, 2019, (the "Effective Date"), between Garner IT Consulting, Inc., located at 1330 Harrison Avenue, Panama City, FL 32401, ("Garner IT"), and City of Parker, located at 1001 West Park Street, Parker, FL 32404, ("Client") (Garner IT and Client are referred to herein as a "Party" or the "Parties").

1. Term and Termination. This Agreement will begin on the Effective Date and will continue for a period of 6 Months (the "Initial Term"). The Agreement will automatically renew for a subsequent 1 Year term beginning on the date immediately following the end of the Initial Term, unless either Party gives the other Party thirty (30) days prior written notice of its intent to not renew this Agreement.

~~This Agreement will be reviewed by Garner IT monthly to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fee for the services rendered under this Agreement, these increases will be discussed with Client for approval.~~

This Agreement may be terminated by either Party with or without cause, upon thirty (30) days written notice to the other Party ~~and/or may be terminated immediately~~ upon the occurrence of the following by the non-terminating Party:

- ~~a. Fails to fulfill in any material respect its obligations under this Agreement, and does not cure such failure within thirty (30) days of receipt of written notice concerning such failure;~~
- ~~b.a. Breaches any material term or condition of this Agreement, and fails to remedy such breach within thirty (30) days of receipt of such written notice;~~
- ~~e.b. Terminates Garner IT terminates or suspends its business operations, unless it is succeeded by a permitted assignee agreed to by Client under this Agreement.~~

If either Party terminates this Agreement pursuant this paragraph, Garner IT ~~will~~shall, upon full payment of all amounts owed to Garner IT by Client under this Agreement, assist Client in the orderly termination of Garner IT's services, including timely transfer of the services to another designated provider. In the event that Garner IT is called upon to render transition services after the termination of this Agreement, Client agrees to pay Garner IT the fees incurred in rendering such assistance. These fees may include but are not limited to: training, data transfer, network documentation transfers, license transfers, and/or equipment or software removal.

2. **Fees and Payment Schedule.**

Base Fees will be \$854.00 per month. Additional fees may be added due to environmental impacts and changes in services, if any, plus applicable taxes. The Base Fee will be invoiced to Client on a monthly basis, and will become due and payable on the first day of each month.

Garner IT reserves the right to evaluate any additional equipment and/or services that Client wishes to add to this Agreement after the Effective Date. The addition of equipment and/or services not listed in the Support.IT Monthly IT Services Appendix (attached hereto as **Exhibit "A"**) after the signing of this Agreement, if acceptable to Garner IT and agreed by Client, may result in an adjustment to the Client's monthly fee and will be reflected in subsequent invoices.

~~Garner IT reserves the right to increase the Base Fee stated herein to the extent that Garner IT may deem warranted as a result of increases in the cost of labor, materials, vendor costs or overhead, or because of taxes or other charges imposed by governmental authorities upon the services provided hereunder. Any such price increase shall take effect after written notice to Client and shall apply to all services subsequently provided while such increased prices remain applicable.~~

Services, including but not limited to network accessibility, may be suspended if payment is not received within 30 days following the due date referenced on each respective invoice issued by Garner IT.

If any payment required under this Agreement is not paid on or before the date when such payment is due and payable, interest shall accrue and shall be payable on such unpaid amount at the rate of eight (8) percent per annum until paid.

Any fees resulting from or required to bring Client's current environment up to the minimum standards referenced in paragraph six of this Agreement are not included in the Base Fees outlined in this paragraph 2.

3. **Taxes.** It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such State sales taxes unless a valid exemption certificate is furnished to Garner IT for the State of use.

4. **Limitation of Liability.** In no event shall Garner IT ~~or its contractors or suppliers be~~ liable for ~~indirect, special, incidental, consequential or punitive damages arising from or relating to this Agreement, including without limitation those arising from Garner IT's own negligence, damages for loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. Neither Garner IT nor its contractors or suppliers will be liable for any economic or property damages whatsoever arising from or relating to this Agreement such costs.~~

I have read and agree with these terms. _____

Garner IT warrants to Client that the material, analysis, data, programs, and services to be delivered or rendered under this Agreement ~~will~~shall be of the kind and quality designated and ~~will~~shall be performed by qualified personnel.

Garner IT offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data.

Garner IT makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose of merchantability. In no event shall Garner IT be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed by Garner IT in advance or could have been reasonably foreseen by Garner IT.

Notwithstanding the foregoing, Garner IT warrants that within 90 days of the date of this Agreement that the Client's web site shall comply with the Americans with Disabilities Act ("ADA"). Nothing in this Agreement shall limit or negate the sovereign immunity provided to Client under Chapter 768 of the Florida Statutes.

5. Authorization to Access Client Data. Client grants Garner IT authorization to view any Client data to which Garner IT may have privileged access during system repair or improvement. Client also authorizes Garner IT to perform modifications to Information Systems containing client data, consistent with industry standards and best practices, to complete necessary system repairs or improvements.

6. Suitability of Existing Environment.

a. Minimum Standards Required for Services.

In order for Client's existing environment to qualify for coverage under this Agreement, the following requirements must be met:

1. All computers and servers must be running a current vendor supported operating system, and have all of the latest critical and security updates installed.
2. All software must be genuine, licensed and vendor-supported.
3. All mobile devices, such as tablets and smartphones, must be running a current vendor supported operating system, have all of the latest critical and security updates installed, and support remote access.
4. All equipment, such as servers, computers, mobile devices, network printers, and networking equipment, must have active vendor support and warranty agreement.

I have read and agree with these terms. _____

5. The environment must have a currently licensed, vendor-supported, server-based backup solution that can be monitored, and send notification on job failures and successes.
6. The environment must have a currently licensed, vendor-supported business-grade hardware firewall between the internal network and the internet.
7. All wireless data traffic in the environment must be securely encrypted.
8. There must be a static internet IP address assigned to a network device for remote access by Garner IT.

b. Chronically Failing Equipment.

Experience has shown equipment belonging to Client which has initially passed minimum standard requirements for service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively with Garner IT to replace the equipment.

7. **Excluded Services.** Client may at times request Garner IT to perform services which are not included under this Agreement.

Any and all services requested by Client which are not included under the terms of this Agreement are considered additional billable projects. Client agrees to pay Garner IT for any and all services rendered as requested by Client. These projects will be invoiced separately from this Agreement and are subject to the same payment schedule provided in this Agreement.

Examples of Services not included in this Agreement include, without limitation:

- ~~1. Work on any equipment and/or software not listed in this Agreement.~~
- ~~2. Any adds, moves, or changes to the environment regarding equipment, software, or user accounts.~~
- ~~3. Performing software upgrades (changing versions or editions).~~
- ~~4. Installation of new equipment or software.~~
- ~~5.1. Troubleshooting or repair of vendor provided systems.~~
- ~~6.2. The cost of any software, licensing, or software renewal or upgrade fees of any kind.~~
- ~~7.3. The cost of any 3rd Party vendor or manufacturer support or incident fees of any kind.~~
- ~~8. The cost to bring Client's environment up to minimum standards required for services, as determined by Garner IT at its sole discretion; ———~~
- ~~9.4. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors;~~
- ~~10.5. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Garner IT, including alterations,~~

I have read and agree with these terms. _____

software installations or modifications of equipment made by Client's agents or employees, or anyone other than Garner IT;

~~11.6.~~ Programming or coding (modification of software code);

~~12.7.~~ Training services of any kind;

~~13.8.~~ Parts required for equipment repairs;

~~14.9.~~ Consumables such as printer maintenance kits, toner, ink, paper, etc. are not included in this Agreement, nor are services required to perform such tasks.

8. Purchases, Acquisitions, Installations, and Changes. Client agrees to discuss any and all technology-related needs, purchases, acquisitions, installations, or changes with Garner IT before undertaking anything which may, in any way, impact Garner IT's work or responsibilities defined in this Agreement.

Garner IT will be afforded the first an opportunity to bid, propose, quote, and acquire any and all technology-related hardware or software, which is covered under this Agreement or related to any covered items in this Agreement in any way.

Service and repair made necessary by the purchase, acquisition, installation, or change of any equipment other than that authorized by Garner IT, including but not limited to alterations, software installation or modifications of equipment made by Client's employees or anyone other than Garner IT, are not included under this Agreement, and Garner IT disclaims liability for any such unauthorized services or repairs.

9. ConfidentialityPublic Records Law. Garner IT and its agents may use Client information, as necessary to or consistent with, providing the services, and ~~will~~shall use the best efforts to protect against unauthorized use or disclosure of ~~confidential~~Client's information and materials. Garner IT shall assist Client, as requested by Client and as a part of its normal services at no additional charge unless after hours work is requested, in complying with any public records requests made upon Client or Garner IT.

10. Proprietary Rights. Garner IT retains all right, title and interest in any and all intellectual property associated with its ~~products and services~~owned or licensed by Garner IT. Garner IT neither grants nor otherwise transfers any rights of ownership in its products or services to Client. Garner IT's products and services are protected by applicable copyright and trade secrets laws and other forms of intellectual property protection.

11. Limited Warranty. Garner IT warrants that the services performed hereunder ~~will~~shall be of a quality conforming to generally accepted practices that are standard within the software and hardware services industry. ~~Client's exclusive remedy and Garner IT's entire liability under this warranty will be for Garner IT to re-perform any non-conforming portion of the services provided within a reasonable period of time. In the event Garner IT cannot remedy the breach within a reasonable time, Client's exclusive remedy is a refund for the portion of the fee attributable to the non-conforming portion of the services performed.~~

12. Severability. Should any provision of this Agreement be declared invalid or unenforceable, the remainder of the provisions will remain in effect.

I have read and agree with these terms. _____

13. **Disputes and Governing Law.** Both parties agree to make all reasonable efforts, acting in good faith, to resolve any disputes which may arise between or toward either party.

In the event of any dispute arising from or concerning this Agreement, the prevailing party in any litigation will be entitled to recover from the non-prevailing party its reasonable attorneys' fees, expenses, and costs of suit. Garner IT shall be entitled to reasonable attorneys' fees, expenses, and costs incurred in the collection of any amounts due under this Agreement. The Parties agree that this Agreement will be construed according to the laws of the State of Florida, and that any disputes or legal claims arising from or concerning this Agreement will be brought in and adjudicated by the county or circuit courts of the State of Florida located in Bay County, Florida.

14. **Notices.** Unless otherwise provided, notices to either Party will be in writing to the address listed above, and deemed effective when received.

15. **Assignment and Delegation.** ~~Client~~ Garner IT may not assign this Agreement or any rights granted in this Agreement to any third party except with the prior written consent of Garner IT. ~~Client agrees to allow Garner IT to assign, delegate, and subcontract services to competent third-party contractors approved by Garner IT at its Client, which may be denied in Client's sole discretion.~~

16. **Independent Contractors.** The Parties are independent contractors of each other, and no partnership, joint venture, or employer-employee relationship is intended or created by this Agreement.

Garner IT reserves the right to determine the method, manner, and means by which the services contemplated in this Agreement will be performed. ~~Garner IT is not required to perform the services during a fixed hourly or daily time.~~

Garner IT shall not be required to devote full time to the performance of the services required hereunder, and it is acknowledged that Garner IT has other ~~C~~clients and offers services to the general public. The order or sequence in which the work contemplated by this Agreement ~~will~~shall be performed shall be at the sole discretion of Garner IT as long as the response times are met.

Client shall not provide any insurance coverage of any kind for Garner IT, and the Client will not withhold any amount that would normally be withheld from an employee's pay.

17. **Non-Solicitation of Employees.** During the term of this Agreement and for a period of twelve (12) months thereafter, Client agrees not to solicit, recruit, or employ any employee of Garner IT without the prior written consent of the President of Garner IT. Garner IT hereby agrees that it will not solicit, hire, or retain, in any capacity whatsoever any of the Client's employees without written consent from Client.

I have read and agree with these terms. _____

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement constitutes the entire agreement between Garner IT and Client, and that this Agreement supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter.

19. **Modification.** Subject to Garner IT's right to amend the terms of this Agreement, ~~no~~^{No} amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.

20. **Right to Publicity.** Client agrees that Garner IT may refer to Client as a customer of Garner IT, both internally and in externally published media.

21. **Force Majeure.** Garner IT is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

22. **Acceptance of Service Agreement.** This Agreement covers those services and equipment listed in **Exhibit "A"** or as modified with an addendum agreed to by the Parties in writing which may result in an adjustment to the Client's monthly charges due under this Agreement. ~~Should Client wish to acquire additional equipment or services and desires that Garner IT provide such additional equipment or services, Client must obtain prior written approval from Garner IT.~~

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Randall Garner, Garner IT Consulting, Inc.

Client

Date

Date

I have read and agree with these terms. _____



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Danielle Baker

2. MEETING DATE:

August 6, 2019

3. REQUESTED MOTION/ACTION:

Request approval for time and funding for staff Beautification projects

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☒

N/A

☐

5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

September 11th is recognized as a National Day of Service and in honor of that, we would like to make this the kick-off of a new momentum for City Hall and the Community.

Shared beautification projects will bring a sense of camaraderie and team building among City Hall staff, as well as present a shared sense of unity and goodwill to the community by demonstrating our commitment to restore Parker back to beauty by leading by example.

It is requested for the Councils support and approval of the dedication hours and funding for beautification projects that would allow the staff one project in the local community per month.

As alternative would be for the projects to be held on a volunteer basis on the weekend, in lieu of during operating hours, but still sponsored thru available City funds unless donated goods and materials are provided.

The goal is to make the public areas of Parker beautiful and attractive with plantings, trees, flowers, fresh paint, etc. Whatever it takes to put the smile back on the surface of our lovely City and the people who pass thru as well as bring people closer to each other through a common goal.

AGENDA ITEM # 7