

PARKER CITY COUNCIL REGULAR MEETING

Council Chambers, City Hall
Tuesday, May 20, 2025, at 5:30 P.M.

MAYOR:

Andrew Kelly

COUNCIL MEMBERS:

Tonya Barrow, Mayor Pro Tem

Katy Bodiford

Ron Chaple

John Haney

CITY ATTORNEY:

Tim Sloan

CITY CLERK:

Ingrid Bundy

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.

****AMENDED****

AGENDA

CALL TO ORDER

INVOCATION

ROLL CALL

ITEMS FROM THE AUDIENCE: (non-agenda items)

REGULAR AGENDA

- 1. Approval of Minutes – May 6, 2025**
- 2. Approval of Interlocal Agreement**

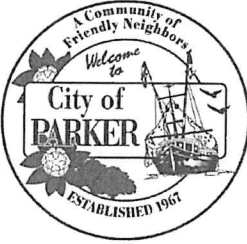
Ingrid Bundy, City Clerk

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 special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at clerk@cityofparker.com 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.

**1001 West Park Street – Parker, Florida 32404
Telephone: 850-871-4104 – www.cityofparker.com**



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Council

2. MEETING DATE:

05/20/2025

3. PURPOSE:

Approval of Minutes

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A X

May 6, 2025

CITY OF PARKER
REGULAR MEETING MINUTES
HELD AT 1001 W. PARK ST, MAY 6, 2025 – 5:30 PM

Mayor Andrew Kelly called the meeting to order with invocation followed by the Pledge of Allegiance.

The following were present: Mayor, Andrew Kelly, Councilmembers Tonya Barrow, Katy Bodiford, Ron Chaple, City Clerk Ingrid Bundy, City Attorney Tim Sloan.

ITEMS FROM THE AUDIENCE (Non-Agenda)

Resident Angela Burgett, 735 West Street, expressed concerns regarding unleashed dogs on the walking track.

Resident Pat Fousek, 1344 Stratford Avenue, shared a ChatGPT interpretation of a leash law.

AGENDA

Approval of Minutes

A motion to approve the minutes was made by Councilmember Barrow; seconded by Councilmember Bodiford. The motion was carried with all voting in favor; 4-0.

Termination of Easement – Parcel # 25233-010-000 (724 Arrow St) - Sloan

Mr. Sloan presented the details of the termination of easement. After discussion, a motion was made to approve the termination of easement by Councilmember Barrow; seconded by Councilmember Bodiford. The motion passed with all voting in favor; 4-0.

Consideration of Application for Parcel Variance - Parcel # 24975-000-000 (750 Hwy 22A) - Nguyen

Mr. Nguyen presented the details of the request. Resident Pat Fousek inquired about clarification of the process and mobile homes being placed in the area. Mr. Nguyen shared that his understanding of the LDR is that mobile homes on Highway 22 are exempt. City Attorney Sloan explained that the current prohibitions are applicable to residentially zoned areas. It was further clarified that residents with mobile homes are permitted to swap out old mobile homes with new ones if the footprint is not altered. Resident Chuck Bodiford shared thoughts on sales tax. Planning Committee Chairman, Mark Rega, concurred with City Attorney Sloan regarding current prohibitions and provided clarification of restrictions. Mr. Rega provided further details of the request submitted by Mr. Nguyen. A motion was made to approve the variance by Councilmember Barrow; seconded by Councilmember Bodiford. The motion passed with all voting in favor; 4-0.

Consideration of Application for Parcel Split – Parcel # 25249-035-000 (110 Cheri Lane) - Bhangav

Tabled until future meeting.

Consideration of Resolution 2025-408

Mayor Andrew Kelly explained the details of the resolution regarding medical insurance availability to City Attorney Tim Sloan. Resident Pat Fousek shared concerns about billing. A

motion was made to read Resolution 2025-408 by Councilmember Barrow; seconded by Councilmember Bodiford. The motion passed with all voting in favor; 4-0.

A motion was made to adopt Resolution 2025-408 by Councilmember Barrow; seconded by Councilmember Bodiford. The motion passed with all voting in favor; 4-0.

Consideration of Resolution 2025-409

Attorney Sloan presented the details regarding the resolution and the need to update the information to reflect current officials for the CDBG package. A motion was made to read Resolution 2025-409 by Councilmember Barrow; seconded by Councilmember Bodiford. The motion passed with all voting in favor; 4-0.

A motion was made to adopt Resolution 2025-409 by Councilmember Barrow; seconded by Councilmember Bodiford. The motion passed with all voting in favor; 4-0.

DISCUSSION ITEMS BY COMMISSIONERS

Councilmember Chaple shared details of the garage sell event. The original date of May 3rd was rained out and it has been rescheduled for June 7th. He also discussed a "Fun Day" on Labor Day at the new Pavilion. He also commented on the lights at the walking park and that they look good.

Mayor Kelly thanked the attendees that were at the swearing in ceremony. He further requested that Councilmember Barrow continue as the "Mayor Pro Tem". A motion was made by Councilmember Bodiford; seconded by Councilmember Chaple. The motion passed with all voting in favor; 4-0.

Further discussion was had regarding the open seats on the Infrastructure Committee. The applications of two individuals were up for consideration. A motion was made by Councilmember Barrow to fill one of the seats with applicant Sylvia Marie Dean; seconded by Councilmember Bodiford. The motion passed unanimously; 4-0.

A motion was made by Councilmember Barrow to fill the second seat with applicant George Suggs; seconded by Councilmember Bodiford. The motion passed unanimously; 4-0.

With no further discussion the meeting adjourned at 6:25 P.M.

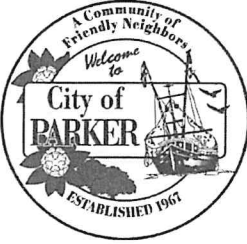
Approved this _____ day of _____, 2025.

Andrew Kelly, Mayor

Date

Ingrid Bundy, City Clerk

Date



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Tim Sloan

2. MEETING DATE:

05/20/2025

3. PURPOSE:

Approval of Interlocal Agreement

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A X

Interlocal Agreement with Callaway

SEWER CUSTOMER
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2025, by and between the CITY OF PARKER, a Florida municipal corporation ("Parker"), and the CITY OF CALLAWAY, a Florida municipal corporation ("Callaway").

WITNESSETH:

WHEREAS, Parker currently owns, operates, and maintains sewer facilities and provides sewer services ("Parker Sewer System") for the residents and businesses of Parker and its urban service area;

WHEREAS, Callaway currently owns, operates, and maintains sewer facilities and provides sewer services ("Callaway Sewer System") for the residents and businesses of Callaway and its urban service area;

WHEREAS, both Parker and Callaway are joint owners of the Military Point Advanced Wastewater Treatment Facility ("AWT") operated by the Bay County Board of County Commissioners;

WHEREAS, certain properties within the municipal boundaries of Parker as are more particularly depicted on the map of the affected area together with the list of the properties by parcel identification number ("Parker Service Area") currently have sewer taps installed by the Callaway Sewer System are attached hereto as Exhibit "A" and made a part hereof by this reference. In the event additional parcels or accounts are established within the Parker Service Area with the prior written consent of Callaway, Exhibit "A" shall automatically be deemed amended to include said new parcels or accounts;

WHEREAS, Exhibit "B" contains a listing of those connections within the Parker Service Area that have active sewer accounts with Callaway ("Active Parker Customers");

WHEREAS, Callaway represents that the number of Active Parker Customers being serviced as of September 30, 2024, was 92 properties and that the fiscal year income including the 25% out of city surcharge was \$17,332.00 for fiscal year 2023-2024;

WHEREAS, the parties agree that Callaway shall reimburse Parker based upon five (5) years of sewer flow at the 2023-2024 fiscal year amount totaling \$86,660 ("Callaway Historical Amount");

WHEREAS, the parties agree that Parker shall reimburse Callaway based upon five (5) years of sewer flow at the 2023-2024 fiscal year amount totaling \$5,580.30 ("Parker Historical Amount");

WHEREAS, certain properties within the municipal boundaries of Callaway as are more particularly depicted on the map of the affected area together with the list of the properties by parcel identification number ("Callaway Service Area") currently actively utilize the Parker Sewer System

are attached hereto as Exhibit "C" and made a part hereof by this reference. In the event additional parcels or accounts are established within the Callaway Service Area with the prior written consent of Parker, Exhibit "C" shall automatically be deemed amended to include said new parcels or accounts.

WHEREAS, Parker and Callaway desire to enter into this Agreement to provide for the reimbursement of sewer fees and charges represented by the Historical Amount;

WHEREAS, a Marriott Hotel ("Marriott") has received a development permit to be located on Parcel Identification No. 26065-020-000 in the Parker Service Area ("Marriott Parcel") and that development permit for a 124 room hotel provided for the connection of the Marriott to the Callaway Sewer Service and Callaway has agreed to provide sewer service to the Marriott;

WHEREAS, the anticipated sewer flow of the Parker Properties including but not limited to the Marriott once it begins generating domestic sewer effluent utilizing the Callaway Sewer System are sometimes each individually referred to as the "Parker Property" and collectively referred to as the "Parker Properties";

WHEREAS, the properties within the Callaway Service Area utilizing the Parker Sewer System are sometimes each individually referred to as the "Callaway Property" and collectively referred to as the "Callaway Properties";

WHEREAS, execution of this Agreement will mutually benefit the parties and the residents of Parker and Callaway.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledge by the parties hereto, it is mutually agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein as a material part of this Agreement.

2. Callaway shall pay Parker the Callaway Historical Amount contemporaneously with Callaway's execution and delivery of this Agreement. Parker shall pay Callaway the Parker Historical Amount contemporaneously with Parker's execution and delivery of this Agreement

3. Collection of Charges.

A. Until such time as the Marriott connects to the Callaway Sewer System and begins flowing sewer, the following shall apply:

(1) Callaway agrees to continue to collect all deposits and service charges due from utility customers of the Parker Properties utilizing the Callaway Sewer System. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Callaway.

(a) Callaway agrees to pay annually to Parker an amount per active customer account per month as computed as follows:

i. Beginning with fiscal year 2024-2025 (commencing on October 1, 2024) and continuing each fiscal year thereafter, a fee of \$4.18 per 1,000 gallons used per month, per account billed based upon the current wholesale rate charged by Bay County plus the additional 25% outside jurisdictional amount. In the event Bay County raises or lowers its rate of \$4.18 per 1,000 gallons used charged to Parker, the fee shall automatically adjust to the new fee from Bay County plus the additional 25%. Payments shall be due from Callaway to Parker within thirty (30) days from the end of each fiscal year ending September 30;

(b) Customer List/Rates/Deposits. Simultaneously with each payment from Callaway to Parker, Callaway shall furnish to Parker a list of all active sewer customers that were billed in the preceding fiscal year by Callaway in the Parker Service Area.

(c) Callaway shall hold all sewer deposits collected by Callaway. Callaway shall refund all deposits at the conclusion of service to the respective customer provided there are no outstanding charges due. Callaway shall maintain a strict accounting of all deposits and the amount due each customer. Callaway shall provide the following reports annually to Parker:

i. Sewer accounts billed within the Parker Service Area

ii. Such additional information requested in writing by Parker or its authorized representative.

(2) Parker agrees to continue to collect all deposits and service charges due from utility customers of the Callaway Properties utilizing the Parker Sewer System. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Parker.

(a) Parker agrees to pay annually to Callaway an amount per active sewer customer account per month computed as follows:

i. Beginning with fiscal year 2024-2025 (commencing on October 1, 2024) and continuing each fiscal year thereafter, a fee of \$4.18 per 1,000 gallons used per month, per account billed based upon the current wholesale rate charged by Bay County plus the additional 25% outside jurisdictional amount. In the event Bay County raises or lowers its rate of \$4.18 per 1,000 gallons used charged to Callaway, the fee shall automatically adjust to the new fee from Bay County plus the additional 25%. Payments shall be

due from Parker to Callaway within thirty (30) days from the end of each fiscal year ending September 30;

(b) Customer List/Rates/Deposits. Simultaneously with the payment from Parker to Callaway, Parker shall furnish to Callaway a list of all active sewer customers that were billed in the preceding fiscal year by Parker in the Callaway Service Area.

(c) Parker shall hold all sewer deposits collected by Parker. Parker shall refund all deposits at the conclusion of service provided there are no outstanding charges due. Parker shall maintain a strict accounting of all deposits and the amount due each customer. Parker shall provide the following reports annually to Callaway:

- i. Sewer accounts billed within the Callaway Service Area
- ii. Such additional information requested in writing by Callaway or its authorized representative.

B. Each party shall charge and retain (without compensation or reimbursement to the other) all connection fees to connect the Parker Properties or the Callaway Properties to the other parties sewer systems. In the event that any additional properties are agreed to and added pursuant to Paragraph 3C below to the Parker System or the Callaway System that are not existing Parker Properties or Callaway Properties, then and in that event, the party to whose sewer system is being impacted may also charge any impact or other types of fees relating to impacts to the respective sewer systems. Finally, all operating changes shall remain with the party actually providing sewer service and not be paid to the other party.

C. Except for the Parker Properties (including the Marriott) and the Callaway Properties as they are now contemplated, there shall be no additional connections made by either Parker or Callaway to the other's sewer system without the prior written consent of the city where the property is located. In the event that the number of Parker Properties or Callaway Properties is changed from the numbers discussed herein with the prior written consent, at such time, the parties shall account for the changed properties in accordance with subsection (1) above after the offset discussed in Subparagraph A(2) above.

4. Billing Adjustments.

A. Normal billing adjustments to customer accounts shall be made by Callaway without prior approval by Parker. Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments shall be made by Callaway.

B. Normal billing adjustments to customer accounts shall be made by Parker without prior approval by Callaway. Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments shall be made by Parker.

5. Disconnect/Interrupt Service; Indemnification.

A. Callaway hereby agrees to disconnect or interrupt utility service to property in the Callaway Service Area subject to this Agreement for nonpayment of Callaway utility charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of utility service solely for nonpayment of Callaway service charges shall be made by Callaway without prior approval by Parker.

(1) In the event any suit or cause of action is brought by a third party seeking to enjoin Parker from discontinuing or interrupting sewer service, or seeking to recover damages against Parker as a result of Parker's discontinuance or interruption of sewer services, where said interruption occurred solely to enforce nonpayment of Callaway's sewer service charges set forth in Section 3 above, Callaway agrees to indemnify and hold Parker harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Parker in any such suit by a court of competent jurisdiction, provided that Parker shall promptly notify Callaway of such action.

B. Parker hereby agrees to disconnect or interrupt utility service to property in the Parker Service Area subject to this Agreement for nonpayment of Parker utility charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of utility service solely for nonpayment of Parker service charges shall be made by Parker without prior approval by Callaway.

(1) In the event any suit or cause of action is brought by a third party seeking to enjoin Callaway from discontinuing or interrupting sewer service, or seeking to recover damages against Callaway as a result of Callaway's discontinuance or interruption of sewer services, where said interruption occurred solely to enforce nonpayment of Parker's sewer service charges set forth in Section 4 above, Parker agrees to indemnify and hold Callaway harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Callaway in any such suit by a court of competent jurisdiction, provided that Callaway shall promptly notify Parker of such action.

6. Maintenance. This Agreement shall not alter or amend the party's past maintenance practices. Each party shall notify the other of any maintenance issues within the other's Service Area. Each party shall continue to provide mutual aid for sewer system repairs in the sewer lines and connection points.

7. Discharge Issues. Each party shall promptly (within 24 hours) notify the other party of any sewer discharge issues, contaminants introduced into the other's Sewer System or sewage leaks within the other's Service Area.

8. Term of Agreement. The initial term of this Agreement shall commence on the date of the last signatory to this Agreement and shall continue for a period of one (1) year. This Agreement shall be automatically renewed for successive one (1) year periods unless otherwise terminated by either party. This Agreement may be terminated by either party upon one hundred eighty (180) days' notice to the other party. In the event this Agreement is terminated by either party, the parties agree and understand that (a) Parker shall have no obligation to continue to allow Callaway utility customers in the Callaway Service Area to utilize the Parker Sewer System and (b) Callaway shall have no obligation to continue to allow Parker utility customers in the Parker Service Area to utilize the Callaway Sewer System.

9. Notice. All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO PARKER: City of Parker
 c/o Mayor
 1001 West Park Street
 Parker, Florida 32404

TO CALLAWAY: City of Callaway
 c/o City Manager's Office
 6601 Highway 22
 Callaway, Florida 32404

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first-class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

10. Miscellaneous provisions.

- A. *Recording.* This Agreement shall be considered an Interlocal Agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in Bay County, Florida.
- B. *Modification.* This Agreement may only be modified, amended or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein. All modifications amendments or alterations shall be promptly filed with the Clerk of the Circuit Court in Bay County, Florida.

- C. *Severability.* If any word, sentence, or paragraph or provision to this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not effect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.
- D. *Entire Agreement.* This Agreement represents the entire understanding and agreement of the parties.
- E. *Choice of Law; Venue.* The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Bay County, Florida for any action filed in state court and in the Northern District of Florida for any action filed in federal court.
- F. *Interpretation.* Both Parker and Callaway have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as drafter.
- G. *No Waiver.* No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- H. *Third Party Rights.* Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Callaway and Parker.
- I. *Sovereign Immunity.* Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of Parker's or Callaway's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on Parker's or Callaway's potential liability under state or federal law. As such, Parker and Callaway shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, Parker and Callaway shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

CITY OF PARKER:

Ingrid Bundy, City Clerk

Andrew Kelly, Mayor

Date: _____

ATTEST:

CITY OF CALLAWAY, FLORIDA:

Ashley Robyck, City Clerk

Pamn Henderson, Mayor

Date: _____

EXHIBIT "A"
Map and Parcel List

EXHIBIT "B"
Map and Parcel List

EXHIBIT "C"
Map and Parcel List