CITY OF PARKER

City Hall
1001 West Park Street
Phone 850-871-4104
www.cityofparker.com

Mayor
Rich Musgrave

Council Members
Ken Jones, Mayor Pro Tem
Ron Chaple
Stacie Galbreath
John Haney

Clerk
Nancy Rowell

Attorney
Tim Sloan

PUBLIC NOTICE

REGULAR MEETING
OF
THE CITY OF PARKER COUNCIL
March 19, 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 – Mayor Pro Tem Jones

ROLL CALL

ITEMS FROM THE AUDIENCE (non-agenda items)

REGULAR AGENDA

1. **Sale of City Real Property**—Council and City Attorney Sloan

2. **Resolution No. 2019-356-Loan from Trustmark Bank**—Mayor Musgrave and City Attorney Sloan

3. **First Reading Ordinance No. 2019-382—Purchasing**—Mayor Musgrave

AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PARKER (ORDINANCE NO. 2010-349, AS AMENDED); AMENDING PORTIONS OF CHAPTER 2 OF THE CODE OF ORDINANCES RELATING TO PURCHASING AND TO DISPOSING OF SURPLUS PROPERTY; PROVIDING FOR SEVERABILITY; 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. **First Reading Ordinance No. 2019-381—Trash**—Public Works Supervisor Summerlin

AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PARKER (ORDINANCE NO. 2010-349, AS AMENDED); AMENDING CERTAIN PROVISIONS OF CHAPTERS 1 AND 66 OF THE CODE OF ORDINANCES RELATING TO DEFINITIONS, TRASH AND YARD WASTE; PROVIDING FOR SEVERABILITY; 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.

CLERK'S REPORT

MAYOR'S REPORT

COUNCIL COMMENTS AND ANNOUNCEMENTS

ADJOURNMENT

Upcoming Events

- Next Regular City Council Meeting is April 2, 2019 at 5:30 pm
- Next Planning Commission Meeting is April 9, 2019 at 5:00 pm

Nancy A. Rowell, 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.

CITY OF PARKER
AGENDA ITEM SUMMARY

1. *DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:*	2. *MEETING DATE:*
Mayor/Sloan	March 19, 2019

3. *REQUESTED MOTION/ACTION:* **Discuss disposition and acquisition of City real property**

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 of Parker has a small number of parcels that may be put to better use by an investor. In addition, there may be some available parcels that would be advantageous if the City owned them. Discuss the process for selling and/or obtaining desirable properties.

AGENDA ITEM # 1

CITY OF PARKER
AGENDA ITEM SUMMARY

1. *DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:*	2. *MEETING DATE:*
Mayor/Sloan	March 19, 2019

3. *REQUESTED MOTION/ACTION:* **Approve Resolution for $5 million Trustmark Revolving Line of Credit**

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)*

FEMA requires submission of all debris removal documentation for audit. Once approved, documentation is forwarded to Florida Division of Emergency Management (DEM) for additional audit and review. DEM requires invoices submitted as part of detailed documentation be paid before reimbursement funds can be dispersed. The Line of Credit arrangement will allow the City to draw funds sufficient to pay invoices submitted to FEMA until reimbursement is made. Reimbursement will be used to repay drawn funds.

AGENDA ITEM # 2

RESOLUTION NO. 2019-356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF ITS $5,000,000 PRINCIPAL AMOUNT HURRICANE RECOVERY REVENUE NOTE, SERIES 2019, TO PROVIDE FUNDS FOR HURRICANE MICHAEL DEBRIS REMOVAL; AUTHORIZING THE AWARD OF THE SALE OF THE NOTE UNDER CERTAIN PROPOSED TERMS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY AND THE PURCHASER OF THE NOTE; PLEDGING NET REVENUES OF THE CITY'S WATER AND SEWER UTILITY SYSTEMS, AND PLEDGING PAYMENTS AND REIMBURSEMENTS RECEIVED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES, ALL TO PAY THE NOTE; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, the City Charter and the Code of the City of Parker and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The City of Parker (the "City") desires to obtain financing to provide the City with the necessary funding (the "Loan") to provide for financing and reimbursing the City for portions of the capital cost of removing debris in the City caused by and related to Hurricane Michael including but not limited to removing debris impeding access or repair to the City's water and sewer utility improvements and other public improvements, as established by the Council of the City (the "Work") pending the City receiving reimbursement of those costs from the Federal Emergency Management Agency and to pay certain costs of issuance in incurring the Loan.

B. It is necessary and desirable to provide for the execution and delivery of a Loan Agreement (the "Loan Agreement") and the issuance of a Hurricane Recovery Revenue Note, Series 2019 (the "Series 2019 Note") to implement the Loan. Amounts due under the Loan Agreement and the Series 2019 Note shall be payable initially from the Net Revenues of the City's Utility System (to be defined in the Loan Agreement), subsequently from payments and reimbursements received from the Federal Emergency Management Agency, and if necessary or appropriate from non-ad valorem revenues of the City derived from the City's covenant to budget and appropriate each year, from legally available non-ad valorem funds, such monies to pay the principal of and interest on such obligation.

C. In accordance with the provisions of Part III, Chapter 218, Florida Statutes, a negotiated sale of the Series 2019 Note is in the best interest of the City because of the flexibility available in structuring the Series 2019 Note and its terms.

SECTION 3. AUTHORIZATION AND AWARD OF SERIES 2019 NOTE. The issuance by the City of its $5,000,000 principal amount Hurricane Recovery Revenue Note, Series 2019, for the purposes described above; to be dated, to bear interest, to be subject to draws of principal, to be payable, to mature, to be subject to prepayment and redemption and to have such other characteristics as are provided in the Commitment Letter of Trustmark National Bank attached hereto as Exhibit "A," and to be secured by the Net Revenues of the City's Utility System (to be defined in the Loan Agreement), by payments and reimbursements received from the Federal Emergency Management Agency, and by a covenant of the City to budget and appropriate from legally available non-ad valorem funds each year monies sufficient to pay the principal and interest on such Series 2019 Note, is hereby authorized. The sale of the Series 2019 Note to Trustmark National Bank is hereby authorized.

SECTION 4. APPROVAL OF LOAN AGREEMENT AND SERIES 2019 NOTE. The City Council of the City does hereby authorize the Mayor and the City Clerk, acting with the advice and recommendation of the employees of and advisors to the City, to prepare a Loan Agreement and the Series 2019 Note and the Loan Agreement and Series 2019 Note shall be in such form as the Mayor of the City, acting with advice and recommendation of the employees of and advisors to the City, shall determine to be necessary or desirable in order to consummate the transactions authorized by this Resolution, the determination of the definitive form of the Loan Agreement and Series 2019 Note by the Mayor of the City to be conclusively established by his execution of the same. Further, the City Council of the City does hereby authorize the Mayor or City Clerk of the City and any person or persons designated and authorized by such officers or the City Council of the City to act in the name and on behalf of the City, or any one or more of them to execute and deliver such instruments and to take such other actions as shall be necessary to implement the Loan.

SECTION 5. AUTHORIZATION FOR REIMBURSEMENT. In the event that the City has expended within sixty (60) days prior to the date hereof, or expends between the date hereof and the date of delivery of the Series 2019 Note, moneys from its general fund or capital fund to pay any portion of the costs of the Work, a portion of the proceeds derived by the City from such obligations, not to exceed $4,000,000, will be applied to reimburse the City for funds advanced by it for such purpose and from the funds described above.

SECTION 6. DESIGNATION OF SERIES 2019 NOTE; COVENANT AS TO TAX-EXEMPT OBLIGATION. The City intends that the Series 2019 Note be deemed designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code. In furtherance of such intent: (a) the City represents that neither the City nor any "subordinate entity" or "on behalf of issuer" of the City, as such terms are used in Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), has issued in 2019, or expects to issue within the remainder of 2019, tax-exempt obligations in an amount in excess of $10,000,000; and (b) the City hereby designates the Series 2019 Note as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code. In addition, the City acknowledges and agrees that the Series 2019 Note is to be issued in compliance with the conditions necessary for the interest

income thereon to be exempt from federal income taxation pursuant to the relevant provisions of the Code and covenants and agrees that it will not in any way cause or permit the proceeds of the Series 2019 Note to be used in a manner which would cause the interest on the Series 2019 Note to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Series 2019 Note to be excludable from gross income of the holders thereof.

SECTION 7. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 8. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2019.

CITY COUNCIL OF THE CITY OF PARKER, FLORIDA

(SEAL)

By:_____
Richard Musgrave
Mayor

ATTEST

_____
Nancy Rowell
City Clerk

APPROVED AS TO FORM:

_____
Tim Sloan, City Attorney

EXHIBIT "A"

TRUSTMARK NATIONAL BANK'S COMMITMENT LETTER

See Attached.

Trustmark
Banking and Financial Solutions

2315 S HWY 77
LYNN HAVEN, FL 32444
(850) 265-2021 BRANCH
(850) 265-4880 FAX
www.trustmark.com

City of Parker, Florida
Attn: Mayor Rich Musgrave
1001 W. Park Street
Parker, FL 32404

Mayor Musgrave:

I am pleased to forward you this commitment letter, which shows the current rates and terms that have been approved for your current credit request.

SUMMARY OF TERMS

BORROWER:	City of Parker, Florida
LENDER:	Trustmark National Bank (a/k/a) Bank
FACILITY AMOUNT:	$5,000,000
PURPOSE:	Revolving Line of Credit to pay cost for debris clean up from Hurricane Michael until FEMA reimburses the City of Parker, Florida.
MATURITY:	24 months
REPAYMENT:	Monthly interest payments with principal paid at maturity.
RATE:	3.85% fixed
LOAN FEE:	No origination fee
COLLATERAL:	Pledge of Utility Revenues of the City of Parker, Florida.
CLOSING COSTS:	Borrower shall pay all fees and costs. If certain costs are incurred prior to closing and the borrower withdraws the loan request, these fees are due to the Bank.
CONDITIONS PRECEDENT:	The Bank's obligation to make the above-described loan is subject to the following conditions being satisfied prior to the closing of this transaction: (a) opinion of legal counsel on behalf of the bank reciting the validity, lien position and tax status of the subject obligation, (b) invoices to support line advances, which shall not exceed 100% of actual unpaid invoices, eligible for reimbursement which have been certified by the PA consultant.

Loan DKTR

LOAN DOCUMENTS: The Bank shall be furnished with such loan documents, as the Bank shall deem necessary for its protection. The loan documents will include a ~~security~~ agreement, ~~financing statements~~, promissory note, and other documents which the Bank deems necessary in order to document the loan and to create and perfect the Bank's security interests in the collateral for the loan. DK TR

FINANCIAL INFORMATION: The loan documents and this letter require the Borrower to furnish the Bank various collateral and financial information including, but not limited to, annual audited financial statements within 9 months after fiscal year end.

RIGHT TO INSPECT: The Bank reserves the right to inspect and verify its collateral at any reasonable time at its sole discretion.

NON-ASSIGNABILITY:

Any loan approved by Trustmark Bank would be non-assignable by the Borrower and no party other than the Borrower is entitled to rely upon information conveyed by the bank.

CONSEQUENTIAL DAMAGES:

In no event would either the Borrower or the Bank be liable to the other for indirect, special, or consequential damages, including loss of anticipated profits which may arise in connection with the issuance of an agreement to lend.

TERMINATION:

Bank may terminate a commitment to lend prior to the closing of the transactions contemplated hereby by notice in writing to your company in the event that:

(a) Borrower refuses to comply in a timely manner with any terms, provisions, or conditions that would be specified in a decision to lend.
(b) Bank determines that a material adverse change has occurred in the financial condition of the Borrower
(c) Any data, information, or representations made by the Borrower shall contain any misrepresentation or inaccuracy;
(d) Any default by the Borrower under any obligation to Bank or any third party shall occur or exist.

Upon giving of notice of termination by Bank, the obligations and liabilities of the Bank would cease and terminate without further acts and notes shall become due and payable.

Again, thank you for the allowing us the opportunity to assist you with your most recent loan request and we look to working with you throughout the project. Should you have any questions please contact me.

Sincerely,

Tina Rutherford
Vice President
Commercial Relationship Manager II
Trustmark National Bank
(850) 441-5102
trutherford@trustmark.com

LOAN AGREEMENT

between

CITY OF PARKER, FLORIDA

and

TRUSTMARK NATIONAL BANK

Dated as of * , 2019

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EXHIBIT A FORM OF NOTE
EXHIBIT B FORM OF DRAW CERTIFICATE

This LOAN AGREEMENT (the "Agreement") made and entered as of * , 2019, by and between the CITY OF PARKER, FLORIDA (the "City") and TRUSTMARK NATIONAL BANK (the "Lender").

W I T N E S S E T H

WHEREAS, the City has determined that it is necessary, desirable and in the best interests of the City and its inhabitants that the City issue its $5,000,000 principal amount Hurricane Recovery Revenue Note, Series 2019 (the "Note"), for the purpose of financing and reimbursing the City for portions of the capital cost of removing debris in the City caused by Hurricane Michael including but not limited to removing debris impeding access or repair to the City's water and sewer utility improvements and other public improvements, as established by the Council of the City (the "2019 Improvements") pending the City receiving reimbursement of those costs from the Federal Emergency Management Agency.

WHEREAS, the City has determined that it is in its best interest to accept the proposal of the Lender as set out herein.

WHEREAS, the Lender has agreed to lend the City up to the principal amount of $5,000,000 for a period of two consecutive years in return for the Note (the "Loan").

WHEREAS, the City has determined that it is in the best interest of the health, safety, and welfare of the City and the inhabitants thereof that the City pledge (i) the net revenues of the City's water and sewer utility as defined herein, (2) legally available non-ad valorem revenues of the City derived from the City's covenant to budget and appropriate each year as defined and described herein, and (3) to the extent permitted by law, funds paid to the City by the Federal Emergency Management Agency to reimburse the City for the cost of making the 2019 Improvements as defined herein, to repay the principal of and interest on the Note when due, as provided herein.

WHEREAS, the Note shall not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any provision of the Constitution of the State of Florida, but shall be and is hereby declared to be a special, limited obligation of the City, the principal of and interest on which are payable solely from (1) the net revenues of the City's water and sewer utility system as defined herein, (2) legally available non-ad valorem revenues of the City derived from the City's covenant to budget and appropriate each year as defined and described herein, and (3) to the extent permitted by law, funds paid to the City by the Federal Emergency Management Agency to reimburse the City for the cost of making the 2019 Improvements in the manner provided herein, and the principal of and interest on the Note and all other payments provided for herein will be paid solely from the forgoing revenue sources, and it will never be necessary or authorized to levy taxes on any real property of or in the City to pay the principal of or interest on the Note or other payments provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"2019 Improvements" means capital costs associated with Hurricane Michael debris removal as established by the Council from time to time.

"Act" means Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

"Authorized Investments" means any obligations, deposit certificates, or other evidences of indebtedness legal for investment pursuant to law, to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"Business Day" means any day of the year on which banks in Bay County, Florida, are not required or authorized by law to remain closed and on which the Lender and the City and the New York Stock Exchange, Inc. are open for business.

"City" means the City of Parker, Florida, a municipal corporation and public body corporate and politic.

"Clerk" means the City Clerk, any Deputy Clerk designated by the Clerk to act on his or her behalf, or such other person or persons as may be duly authorized to act on his or her behalf.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

"Cost of Operation and Maintenance" of the System means the then current expenses, paid or accrued, in the operation, maintenance and repairs of the System, as calculated in accordance with generally accepted accounting principles, but shall not include expenses not annually recurring, such as any reserve for renewals and replacements, extraordinary repairs or any allowance for depreciation, any debt service requirement, any payments in lieu of taxes or any indirect expenses incurred by departments of the City not directly responsible and actively engaged in operating and maintaining the System.

"Council" means the Parker City Council, the governing body of the City.

"Determination of Taxability" means the determination by the Internal Revenue Service that interest paid or payable on all or a portion of the Note is or was includable in the gross income of the Lender for federal income tax purposes due to action or inaction of the City; provided, that no such determination will be considered final for this purpose unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same (for a period not to exceed 2 years), either directly or in the name of the Lender and until the conclusion of any appellate review, if sought.

"Dollars" means the lawful money of the United State of America

"FEMA" means the Federal Emergency Management Agency of the government of the United States.

"Finance Director" means the Clerk or any other Person appointed by the Council to be responsible for the duties specified by this Agreement for the Finance Director.

"Fiscal Year" means, with respect to the City, the period from October 1 to the succeeding September 30, or such other period as may be prescribed by law.

"Lender" means Trustmark National Bank, as initial registered owner of the Note, or its permitted successor in interest or assigns.

"Gross Revenues" means all income and earnings, excluding Impact Fees, received or accrued by the City from the ownership, use or operation of the System and all parts thereof, including investment income if any.

"Impact Fees" means sums received and held in trust by the City to pay for capital expansion of the System made necessary by population growth and increased demand.

"Mayor" means the Mayor of the City, acting on behalf of the Council, and in his absence or unavailability, the Mayor Pro-Tem of the City, and such other person or persons as may be duly authorized to act on their behalf.

"Net Revenues" means Gross Revenues after deduction of the Cost of Operation and Maintenance of the System.

"Non-Ad Valorem Revenues" means all revenues of the City derived from any source whatsoever other than ad valorem taxation and legally available to pay principal of and interest on the Note.

"Note" means the Note of the City delivered to the Lender in substantially the form attached hereto as Exhibit A, with such modifications thereto as may be approved by the Mayor, upon the advice of the City Attorney, such approval to be presumed by the Mayor's execution thereof.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Project Fund" means the fund created and established pursuant to Section 10(F) hereof.

"Register" means the books maintained by the Registrar in which are recorded the name and address of the holder of the Note.

"Registrar" means the Clerk or any other Person maintaining the Register upon appointment by the Council.

"Resolution" means Resolution No. 2019-356, adopted by the Council on March 19, 2019.

"Sewer System" means the complete sewer and wastewater system now owned, operated, and maintained by the City and which the City is responsible for maintaining, together with any and all improvements, extensions and additions thereto, hereafter constructed or acquired, together with all lands or interests therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment, and all property, real, personal, or mixed, tangible or intangible, (including agreements for the providing or acquisition of such services), now or hereafter owned or used in connection therewith.

"System" or "Utility System" means, collectively, the Water System and the Sewer System of the City, and shall include any re-use water system established by the City.

"Sinking Fund" means the fund of that name created and established pursuant to Section 10(D) hereof.

"State" means the State of Florida.

"Taxable Period" means the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the owner thereof for Federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which the Note bears interest at the Taxable Rate.

"Taxable Rate" means, upon a Determination of Taxability, the interest rate per annum that shall provide the Lender with the same after tax yield that the Lender would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Lender as a result of such Determination of Taxability. The Lender shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

"Water System" means the complete water system now owned, operated, and maintained by the City and which the City is responsible for maintaining, together with any and all improvements, extensions and additions thereto, hereafter constructed or acquired, together with all lands or interests therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment, and all property, real, personal, or mixed, tangible or intangible, (including agreements for the providing or acquisition of such services), now or hereafter owned or used in connection therewith.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and

provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN.

A. Loan. Subject to the terms, conditions, and other provisions hereof, the City, by the delivery of the Note, accepts the Loan and the Lender has, upon delivery to it of the Note, made the Loan available to the City. The proceeds of the Loan shall be used solely for the purposes of capital costs associated with the 2019 Improvements and issuance of the Note.

B. Disbursement of Proceeds. The City may request such sums, from time to time and at any time, on a revolving basis provided, that the outstanding principal balance of such revolving line of credit loans made pursuant to this Agreement shall not any time exceed the sum of $5,000,000. Advances under the Loan shall be made only upon receipt of (i) a draw certificate, in substantially the form attached hereto as Exhibit B, executed by the Mayor (or in the Mayor's absence the Mayor Pro Tempore), attested by the City Clerk, and approved in form by the City Attorney, (ii) invoices or payment receipts for extraordinary capital costs incurred by the City to remove and dispose of debris within the City caused by Hurricane Michael, and (iii) for each invoice or receipt, a certification by the City's FEMA Consultant in favor of the Lender, in form and substance reasonably acceptable to the Lender, that in his or her professional opinion the work reflected by the invoice or receipt, or the amount of the draw, whichever is less, should be fully reimbursable by FEMA to the City.

SECTION 4. DESCRIPTION OF NOTE.

A. The Loan shall be evidenced by the Note, which shall be issued initially in the form of a single Note in the denomination of $5,000,000. The Note shall be dated as of the date of initial delivery thereof; shall mature on the first Business Day of the 25th consecutive month after its dated date; shall be in registered form; and shall bear interest on the outstanding amount thereof from its date until payment of the principal amount thereof, at the fixed rate of 3.85% per annum on the basis of a 30 day month, 360 day year. All interest then accrued under the Note shall be paid on the first Business Day of the month next following the month in which the Note is delivered, and in like manner all interest then accrued shall be paid on the first Business Day of each consecutive month thereafter. Outstanding Principal and accrued interest shall be paid at maturity on the first Business Day of the 25th consecutive month after initial delivery of the Note.

B. The Note may be prepaid at any time by the City, in whole or in part on any date, at a price of par, plus accrued interest to the prepayment date, without penalty or premium.

C. Upon the occurrence of a Determination of Taxability and for as long as the Note remains outstanding, the interest rate on the Note shall be converted to the Taxable Rate. In addition, upon a Determination of Taxability, the City shall pay to the Lender (i) an additional amount equal to the difference between (a) the amount of interest actually paid on the Note during the Taxable Period and (b) the amount of interest that would have been paid during the Taxable Period had the Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, costs, expenses, reasonable attorneys' fees, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Lender as a result

of the Determination of Taxability. This adjustment shall survive payment of the Note until such time as the federal statute of limitations under which the interest on the Note could be declared taxable under the Code shall have expired. The foregoing adjustments to the interest rate on the Note shall be effective on the earlier of the date of the Determination of Taxability, or the date on which the interest on the Note became affected by virtue of the Determination of Taxability; provided such adjustment shall not become payable until after written notice thereof has been given by the Lender to the City.

SECTION 5. EXECUTION OF NOTE. The Note shall be executed in the name of the City by the Mayor, and attested and countersigned by the Clerk, and its official seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Note shall hold such office in the City, although at the date of such Note such person may not have been so authorized.

SECTION 6. REGISTRATION AND TRANSFER OF NOTE. The Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and each registered owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder. The Note shall be issued only in the initial denomination thereof or a smaller amount resulting from a partial prepayment thereof.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of the Note is shown on the Register shall be deemed the owner thereof by the City and the Registrar, and any notice to the contrary shall not be binding upon the City or the Registrar. The City and the Registrar may treat the registered owner as the absolute owner of the Note for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the Note may be transferred only upon the Register; provided, that transfer of the Note shall be restricted to Permitted Lenders. A "Permitted Lender" shall mean an "accredited investor" as defined in Regulation D as promulgated under the Securities Act of 1933, as amended, or any "qualified institutional buyer" within the meaning of Rule 501 of Regulation D of the Securities and Exchange Council. The Registrar shall be entitled to require delivery to the City of such evidence as it shall require that the transfer of the Note will be in compliance with federal and applicable state securities laws.

Upon surrender to the Registrar for transfer or exchange of the Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the transferee, a new fully registered Note of authorized denominations and of the same maturity and interest rate and for the aggregate principal amount as the Note surrendered.

If the Note is presented for transfer, exchange, prepayment or payment (if so required by the City or the Registrar), it shall be accompanied by a written instrument or instruments of

transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the City or the Registrar, duly executed by the registered owner or by its duly authorized attorney.

The Registrar or the City may require payment from the registered owner or its transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by any governmental body other than the City. Such charges and expenses shall be paid before any such new Note shall be delivered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Note surrendered, shall be secured under this Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

If the Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be canceled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Note shall be mutilated, or be destroyed, stolen or lost, upon the registered owner furnishing the Registrar proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Note destroyed, stolen or lost, or in exchange and substitution for the mutilated Note, upon surrender of such mutilated Note, if any, to the Registrar and the cancellation thereof; *provided, however*, if the Note shall have matured or be about to mature, instead of issuing a substitute Note, the City may pay the same, upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof. Any Note surrendered under the terms of this Section 7 shall be canceled by the Registrar.

Any such duplicate Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City whether or not, as to the duplicate Note, the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the special funds, as hereinafter pledged, to the same extent as the other Note issued hereunder.

SECTION 8. FORM OF NOTE. The Note shall be in substantially the form of Exhibit A hereto, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Agreement.

SECTION 9. SECURITY FOR NOTE; NOTE NOT DEBT OF THE CITY. The payment of the principal of and interest on the Note shall be secured at all times by the pledge of Net Revenues of the Utility set forth in Section 10(C) hereof, the covenant to budget and

appropriate Non-Ad Valorem Revenues set forth in Section 10(D) hereof, and the pledge of FEMA reimbursement or payment set forth in Section 10(E) hereof.

The Note shall not constitute a general obligation or indebtedness of the City, and the Lender shall never have the right to require or compel the levy of taxes upon any property of or in the City for the payment of the principal of and interest on the Note. The City does hereby irrevocably pledge the Non-Ad Valorem Revenues to the payment of the principal of and interest on the Note.

SECTION 10. COVENANTS OF THE CITY. So long as any of the principal of or interest on the Note shall be outstanding and unpaid, the City covenants with the Lender as follows:

A. Tax Compliance. The City will take all actions necessary to maintain the exclusion from gross income of interest on the Note for federal income tax purposes to the same extent as such existed on the date of issuance of the Note.

B. Financial Statements. Not later than 270 days following the end of each Fiscal Year, the City shall provide the Lender (in electronic format, if available) the annual audited financial statements of the City audited by the City's certified public accountants, together with the report of such accountants.

C. Pledge of Utility System Net Revenues. By these presents the City pledges to the Lender the Net Revenues, and grants a lien thereon, to secure the payment of the Loan evidenced by the Note and the performance of the City's obligations under this Loan Agreement, and covenants to hold the Net Revenues in trust for the benefit of the Lender. It is agreed between the Lender and the City the Loan shall not constitute a lien upon the property or assets of the System other than the Net Revenues. It is also agreed between the Lender and the City that this pledge and lien on the Net Revenues of the Water System is inferior and subordinate to the prior pledges and lien in favor of the Florida Department of Environmental Protection State Revolving Fund ("SRF") pursuant to SRF Loan WW030711, dated November 6, 2017, in original principal amount of $1,255,033.00, and SRF Loan DW030720, dated August 9, 2018, in original principal amount of $162,075.00, the current outstanding balance of both of which the City represents is approximately $458,348.00 (with grant forgiveness).

D. Covenant to Budget and Appropriate. The City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to pay principal of and interest on the Note when due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Note, in the manner described herein, Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law.

E. FEMA Reimbursement. The City covenants to hold all funds received from FEMA to reimburse or pay the City any of the cost of making the 2019 Improvements, in trust for the benefit of Lender and, unless otherwise authorized in writing by Lender, covenants to pay over to Lender from those funds within five (5) Business Days of receipt either (i) an amount sufficient to pay all then outstanding sums of principal, interest or otherwise payable under the Loan, the Note or this Agreement regardless of whether payment is then due, or (ii) the total amount of the reimbursement or payment received, whichever is less.

F. Project Fund. The City will deposit all proceeds of the Note into a separate fund to be called the "City of Parker, Florida, Hurricane Recovery Revenue Note, Series 2019 Improvements Fund (the "Project Fund"). All amounts deposited into the Project Fund shall be used to pay the costs of the 2019 Improvements and costs of issuing the Note. All payments from the Project Fund shall be paid in accordance with the provisions of this subsection. Moneys in the Project Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the City legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth herein.

Upon receipt of a requisition for payment from the Project Fund, the Finance Director shall promptly withdraw from the Project Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition.

All requisitions and certificates received by the Finance Director pursuant to this Section 10(E) shall be retained in the possession of the City, subject at all reasonable times to the inspection of the Lender, and the agents and representatives thereof.

SECTION 11. CONDITIONS PRECEDENT. The obligation of the Lender to make the disbursement of proceeds is subject to the satisfaction of each of the following conditions precedent on or before the closing date:

A. Action. The Lender shall have received copies of all action taken by the City approving the execution and delivery by the City of this Agreement and the financing documents to which the City is a party, in each case certified as complete and correct as of the closing date.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Agreement and the financing documents to which it is a party on behalf of the City.

C. Budget for 2019 Improvements. The Lender shall have received a budget as approved by the City Council on behalf of the City setting forth the specific improvements to be financed, in whole or in part, out of proceeds of the Loan, which budget may be revised and updated from time to time.

D. Opinion of Bond Counsel. The Lender shall have received an opinion of Hand Arendall Harrison Sale LLC, bond counsel to the Lender, in form and substance satisfactory to the Lender, which shall include opinions to the effect that (a) the City has the authority under the laws of the State of Florida to issue the Note and execute and deliver this Loan Agreement and any other documents required hereby (the "Loan Documents"), (b) the Note has been validly issued, (c) each of the Note, this Loan Agreement and the other Loan Documents to which the City is a party has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City, duly enforceable in accordance with its terms (subject to such exceptions and conditions as shall be typical for such an opinion), and (d) interest on the Note is excludable from income of the holders thereof for purposes of federal income tax and is exempt from present income taxation in the State of Florida.

E. No Default, Etc. No Event of Default shall have occurred and be continuing as of the closing date or will result from the execution and delivery of this Agreement; the representations and warranties made by the City shall be true and correct in all material respects on and as of the closing date, as if made on and as of such date; and the Lender shall have received a certificate from the City to the foregoing effect.

F. Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender or its counsel shall have reasonably requested.

SECTION 12. REPRESENTATIONS AND WARRANTIES. The City represents and warrants to the Lender that:

A. Organization. The City is a municipal corporation and public body corporate and politic of the State of Florida.

B. Authorization of Agreement and Related Documents. The City has the power and has taken all necessary action to authorize the execution, delivery and performance of the City's obligations under this Agreement and each of the financing documents to which it is a party in accordance with its respective terms. This Agreement has been duly executed and delivered by the City and is, and each of the other documents required hereby to which it is a party when executed and delivered will be, a legal, valid and binding obligation of the City enforceable against the City in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium applicable to the City and general equitable principles regarding the availability of specific performance.

C. Financial Statements. The financial statements of the City for the year ended September 30, 2017, copies of which have been furnished to the Lender, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the City.

SECTION 13. TAX COMPLIANCE. Neither the City nor any third party over whom the City or the City have control, will make any use of the proceeds of the Note at any time during the term thereof which would cause the Note to be a "private activity bond" within the meaning of Section 103(b)(1) of the Code or "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The City covenants throughout the term of the Note to comply with the requirements of the Code, as amended from time to time.

SECTION 14. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

City: City of Parker, Florida
1001 West Park Street
Parker, FL 32404

Attention: Mayor
City Clerk

Lender: Trustmark National Bank
2315 S. Highway 77,
Lynn Haven, FL 32444

Attention: Tina Rutherford, VP

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean (except where the context clearly indicates otherwise), whenever such term is used in this Agreement, any one or more of the following events:

A. Failure by the City to timely pay any amount due hereunder within 3 business after written demand by Lender;

B. Except for the Event of Default described in Section 15(A) hereof, failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or

performed under this Agreement for a period of 30 days after written notice, except to the extent some other grace period shall be provided in regard to a covenant, specifying such failure and requesting that it be remedied, is given to the City by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration;

C. Any warranty, representation or other statement by the City or by an officer or agent of the City contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material adverse respect;

D. A petition is filed against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within 60 days of such filing;

E. The City files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

F. The City admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the City or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days; or

G. Any debt of or assumed by the City (i) is not paid when due nor within any applicable grace period in any agreement or instrument relating to such debt, (ii) becomes due and payable before its normal maturity by reason of a default or event of default, however described, or (iii) becomes subject to a moratorium.

The City, immediately upon receiving knowledge of any Event of Default, shall provide written notice to the Lender of said Event of Default.

SECTION 16. REMEDIES. The Lender may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Agreement, and to enforce and compel the performance of all duties required by this Agreement or by any applicable laws to be performed by the City, the Council or by any officer thereof, and may take all steps to enforce this Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America, except that the remedy of acceleration is not authorized hereunder.

The City agrees to reimburse the Lender (or its agent, receiver, trustee, etc.) for all reasonable legal and collection costs incurred to exercise the Lender's remedies or collect its payments on the Note upon the occurrence of an Event of Default. The Lender's remedies

hereunder may be exercised independently of all Parity Debt obligations of the City, and no other noteholders' or creditors' approval is required for the Lender to exercise such remedies upon the occurrence of an Event of Default.

SECTION 17. NO RECOURSE. No recourse shall be had for the payment of the principal of and interest on the Note or for any claim based on the Note or on this Agreement, against any present or former member or officer of the City or any person executing the Note.

SECTION 18. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement.

SECTION 19. WAIVER OF JURY TRIAL. With respect to any suit or action between the City and the Lender relating to the Note or this Agreement or any other aspect of the transaction between the City and the Lender, the City and the Lender each expressly waives any right to a jury trial, and agrees that the exclusive venue for any such suit or action shall be Bay County, Florida.

SECTION 20. U.S. PATRIOT ACT . The City represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person.

SECTION 21. MUNICIPAL ADVISOR REPRESENTATIONS . The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Note and any related information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Note and any related information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the City has been informed that the City should discuss the issuance of the Note and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate with respect to the Note and any related information, materials or communications.

SECTION 22. NATURE OF TRANSACTION. The City and the Lender acknowledge and agree that the Lender is purchasing the Note in evidence of a privately negotiated loan and in

that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with DTC or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 23. AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended with the prior written consent of the City and the Lender.

SECTION 24. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the City and the Lender and shall inure to the benefit of the City and the Lender and their respective successors and assigns.

SECTION 25. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 26. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 27. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 28. CITY'S RIGHTS NOT ASSIGNABLE. The City may not assign any of its rights under this Agreement.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF PARKER, FLORIDA

_____

By: Richard Musgrave, Mayor

[Seal]

ATTEST:

_____

Nancy Rowell, City Clerk

APPROVED AS TO FORM

_____

Tim Sloan, City Attorney

TRUSTMARK NATIONAL BANK

_____

By: Tina Rutherford, Vice President

EXHIBIT A

FORM OF NOTE

No. R-1

CITY OF PARKER, FLORIDA
HURRICANE RECOVERY REVENUE NOTE, SERIES 2019

RATE OF INTEREST	MATURITY DATE	DATE OF ISSUE
3.85%	*	*

REGISTERED OWNER: TRUSTMARK NATIONAL BANK

PRINCIPAL AMOUNT: FIVE MILLION AND NO/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Parker, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above the principal amount then outstanding pursuant to the terms of that certain Loan Agreement dated as of * , 2019 between the City and Trustmark National Bank (the "Agreement"), plus interest on the outstanding principal balance thereof from the Date of Issue set forth above to the date of payment thereof, at a fixed rate of 3.85% per annum on the basis of a 30 over 360 day year. All interest then accrued on the outstanding principal balance of this Note shall be payable on the first Business Day of * , 2019, and in like manner all interest then accrued shall be paid on the first Business Day of each consecutive month thereafter. Principal due under this Note shall mature and be paid on the first Business Day of * , 2021, unless sooner due in whole or part by virtue of the City having received a reimbursement or payment from the Federal Emergency Management Agency as required in the Agreement.

This Note may be prepaid in whole or in part at par and without penalty on any date prior to maturity upon ten (10) days' prior written notice to the Registered Owner. Capitalized terms used herein and not defined are used as defined in the Agreement.

This Note evidences the City's obligation to pay pursuant to a revolving line of credit as described in the Agreement. The Lender shall use commercially reasonable efforts to reflect on the schedule of draws and payments appended hereto all amounts drawn and repaid from time to time.

This Note is issued under the authority of Chapter 166, Part II, Florida Statutes, as amended, the City of Parker Charter and other applicable provisions of law, and pursuant and subject to the terms and conditions of a resolution duly adopted by the Council of the City on March 19, 2019, and the Agreement, to which reference should be made to ascertain those terms and conditions.

This Note shall not constitute a general obligation or indebtedness of the City, but is secured by a pledge of and lien upon the Net Revenues of the City's Utility System, a covenant to budget and appropriate Non-Ad Valorem Revenues as provided in the Agreement, and a pledge of payments anticipated to be received from the Federal Emergency Management Agency as provided in the Agreement, and the Lender shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Note. Reference is made to the Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of the City hereunder.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in connection with the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the City of Parker, Florida, has caused this Note to be executed by its Mayor, and attested by its City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated as first above stated.

CITY OF PARKER, FLORIDA

_____

By: Richard Musgrave
Its: Mayor

ATTEST:

_____

By: Nancy Rowell
Its: City Clerk

SCHEDULE OF DRAWS AND PAYMENTS

Amount Advanced by Lender	Date

Amount Prepaid by City	Date

The following abbreviations, when used in the inscription on the face of the within, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

JT TEN - as joint tenants with right of survivorship

TEN ENT - as tenants by the entireties and not as tenants in common

UNIF GIF MIN ACT - _____ UNIF TRANS MIN ACT - _____ (Cust.)

Custodian for _____ Custodian for _____
(Minor)

under Uniform Gifts to Minorunder Uniform Transfers to

Minors Act of _____ Minors Act of _____
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

_____

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE the within Note and does hereby irrevocably constitute and appoint

_____

as his agent to transfer the Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

(Authorized Officer)

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alternation or enlargement or change whatever.

EXHIBIT B

DRAW CERTIFICATE

Trustmark National Bank
Panama City, Florida

Re: City of Parker, Florida Hurricane Recovery Revenue Note, Series 2019

In accordance with Section 3(B) of the Loan Agreement dated * , 2019 (the "Loan Agreement"), by and between the CITY OF PARKER, FLORIDA, (the "City"), and Trustmark National Bank, (the "Lender"), the undersigned hereby request from the Lender a draw in the amount of _____ be made on this the ___ day of _____, 20____.

The City hereby certifies that such amounts are properly drawn and will be applied as provided in the City's Resolution dated * , 2019 and the Loan Agreement.

CITY OF PARKER, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF PARKER
AGENDA ITEM SUMMARY

1. *DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:*	2. *MEETING DATE:*
Finance	March 19, 2019

3. *REQUESTED MOTION/ACTION:* Modify current purchasing guidelines to better line up with FEMA acquisition thresholds, as recommended by FEMA

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)*

Current City guidelines allow for budgeted purchases up to $25,000, but anything over $25,000 would require RFP. Federal procurement guidelines call for three quotes for purchases up to $250,000, and formal sealed bid RFPs for purchases over $250,000. FEMA strongly recommends cities and counties adopt similar guidelines.

Budgeted items costing less than $25,000 can be approved by the department head; budgeted items costing between $25,000 and $250,000 can be approved by the department head after obtaining a minimum three written quotes; budgeted or non-budgeted items over $250,000 would require a sealed bid RFP process and council approval of the recommended vendor.

AGENDA ITEM # 3

ORDINANCE NO. 2019-382

AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PARKER (ORDINANCE NO. 2010-349, AS AMENDED); AMENDING PORTIONS OF CHAPTER 2 OF THE CODE OF ORDINANCES RELATING TO PURCHASING AND TO DISPOSING OF SURPLUS PROPERTY; PROVIDING FOR SEVERABILITY; 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.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER AS FOLLOWS:

Section 1. The Table of Contents for Chapter 2 of the Code of Ordinances, City of Parker, Florida, is hereby amended to read as follows:

Article I. In General

Secs. 2-1--2-30. Reserved.

Article II. Council

Sec. 2-31. Compensation.
Sec. 2-32. Regular meetings.
Sec. 2-33. Reimbursement.
Secs. 2-34--2-65. Reserved.

Article III. ~~City Contracts~~Purchasing

Sec. 2-66. Definitions.
Sec. 2-67. Interpretation.
Sec. 2-68. Requirement for obligating public funds.
Sec. 2-69. Councilperson authorization.
Sec. 2-70. Contracts.
Sec. 2-71. Professional services.
Sec. 2-72. Procurement of commodities and contractual services.

Sec. 2-73. ~~Surplus property~~Intentionally Left Blank.
Sec. 2-74. Design-build contracts.
Sec. 2-75. Exceptions to contracting requirements.
Secs. 2-76--2-135. Reserved.

Article IV. Tangible Personal Property

Sec. 2-136. Definitions.
Sec. 2-137. Record inventory of property.
Sec. 2-138. Property supervision and control.
Sec. 2-139. Property acquisition.
Sec. 2-140. Surplus property.
~~Sec. 2-141. Disposition of surplus property.~~

Section 2. Section 2-70 of the Code of Ordinances, City of Parker, Florida, is hereby amended to read as follows:

Sec. 2-70. Contracts.

Except for any contracts governed specifically by Sections 287.055 and/or 287.057 of the Florida Statutes, the following shall apply to the purchase of goods and/or services by the city.

(a) All contracts for the purchase of~~, excluding contracts for contractual and professional services, or for the purchase of commodities (except surplus property),~~ goods and/or services within the applicable total budget for the particular department obligating the city in the amount of $25,000.00 or less may be approved by the applicable department head of the city~~a majority vote of the council~~ without the necessity for any (1) public invitations to bid or requests for proposals being sent out, ~~or~~ (2)~~any~~ competitive bids being solicited or (3) vote of the council. Said department head shall attempt to obtain the lowest and best price and terms for the purchase.

(b) All contracts for the purchase of goods and/or services within the applicable total budget for the particular department obligating the city in an amount $25,000.01 to and including $250,000.00 shall be approved by the applicable department head of the city after said department head has used best efforts to obtain a minimum of three (3) written quotes

from recognized vendors. All contracts for the purchase of goods and/or services not within the applicable total budget for the particular department obligating the city in an amount less than $250,000.00 shall be approved by a majority vote of the council after the city has used best efforts to obtain a minimum of three (3) written quotes from recognized vendors. The city's failure to obtain three (3) written quotes shall not prevent the city from awarding a contract or invalidate a contract if awarded.

(~~b~~c) All contracts~~,~~ ~~excluding contracts for contractual and professional services, for construction, or~~ for the purchase of ~~commodities (except surplus property),~~ goods and/or services obligating the city in excess of $250,000.00, whether within the applicable total budget for the particular department or not shall be let by public bid in the following manner:

(1) *Advertisement and bids.* No contract as described in this section shall be awarded by the city unless a request for sealed bids shall have been extended to the public at large by advertisement in a newspaper which has a daily circulation in the city and the general vicinity of the city. Such advertisement shall be published at least once a week for two consecutive weeks prior to the time designated for the opening of bids. The advertisement shall contain all information pertinent to the contract as required under the law. The bids shall conform to the requirements of the advertisement and all other requirements under the law.

(2) *Opening of bids and award of contract.* The time and place for opening of the sealed bids shall be designated by the council, shall be open to the public, and shall not be less than five (5)~~ten~~ days after the final publication of the advertisement for bids. The council shall be empowered to reject all bids and shall not be obligated to accept the lowest bid~~s~~, but shall accept the bid that is deemed to be in the best interest of the city after taking into consideration all relevant factors.

(3) *Bids in emergency situations.* When the council finds by two-thirds vote of the members of the council that

an emergency exists whereby compliance with the provisions of subsections (~~b~~c)(1) and (~~b~~c)(2) of this section would endanger the health, safety or welfare of the citizens of the city or would result in substantial additional expense to the city, public bids may be obtained by informal methods without advertisement as set forth in this article. In any event, a diligent effort shall be made to ensure that the lowest possible bids are obtained.

Section 3. Section 2-73 of the Code of Ordinances, City of Parker, Florida, is hereby amended to read as follows:

Sec. 2-73. ~~Surplus property~~Intentionally Left Blank.

~~(a) Surplus property valued at $15,000.00 or less may be contracted for or purchased by a duly authorized member of the council or a duly authorized person acting on behalf of the council, either at an auction conducted by the state or the federal government or their appropriate agencies or instrumentalities, or otherwise. The council must approve the purchase by a majority vote and the item must be inspected by an authorized city representative prior to bidding on, contracting to purchase or actually purchasing an item of surplus property pursuant to this subsection.~~

~~(b) All contracts for the purchase of surplus property obligating the city in an amount in excess of $15,000.00 shall be let by public bid in the manner prescribed in section 2-72.~~

~~(c) Upon determination by any department head or office of the city that any tangible personal property owned by the city in the possession or custody of the department or office is surplus, obsolete, unrepairable, unnecessary, unsuitable, or otherwise no longer useful to such department or office, the mayor shall be notified. The mayor, or the mayor's designee, shall determine if such property is useful to another department or office of the city. If no such use for said property can be found and upon approval by the city council, the city may:~~

~~(1) For any item having an original purchase price of $10,000.00 or less, dispose of such property which has no substantial value (with or without compensation to~~

~~the city) for fair consideration by appropriate methods other than by auction; or~~

~~(2) For any item having original purchase price in excess of $10,000.00, sell the property for a fair consideration by auction.~~

Section 4. Section 2-140 of the Code of Ordinances, City of Parker, Florida, is amended to read as follows:

Sec. 2-140. Surplus property.

~~The custodian shall have discretion to classify as surplus any property in his or her custody that is obsolete, or the continued use of which is uneconomical or inefficient, or that serves no useful function as to any activity or location under the custodian's supervision. The fact that property is surplus shall be certified to the council, together with information indicating the value and condition of the property.~~Upon a determination by any department head of the city that any tangible personal property owned by the city in the possession or custody of that department is surplus, obsolete, unrepairable, unnecessary, unsuitable, or otherwise no longer useful to such department, the mayor shall be notified. The mayor, or the mayor's designee, shall determine if such property is useful to another department of the city and if so, the property shall be transferred to the other department. If no such use for said property can be found within the city, the surplus property shall be referred to the city council for disposition together with information indicating the then current value and condition of the property.

(a) The council may vote to dispose of such property based upon the following:

(1) For any item having an original purchase price and a then current value of $10,000.00 or less, such property may be disposed of with or without compensation to the city by appropriate methods and shall not require a public auction.

(2) For any item having original purchase price or a then current value in excess of $10,000.00, it

shall be sold for fair consideration at a public auction. The public auction shall be appropriately advertised in a newspaper of general circulation in the city and a notice shall be posted in a conspicuous place in the city hall. The notice of auction shall include a general description of the property to be sold, the time and place of the auction and the terms of auction. All sales shall be made to the highest bidder, and the custodian shall have the right to reject all bids.

Section 5. Section 2-141 of the Code of Ordinances, City of Parker, Florida, is deleted in its entirety as follows:

~~**Sec. 2-141. Disposition of surplus property.**~~

~~Property certified to the council as surplus shall be disposed of as follows:~~

~~(1) If the property can serve a useful function as to any other activity or location within the city, the property shall be transferred to the custody of the appropriate custodian.~~

~~(2) If, in the judgment of the council, the property serves no useful function as to any activity or location within the city, the property shall be offered for public sale by advertising once each week for two consecutive weeks in a newspaper of general circulation in the city and by posting notice in a conspicuous place in the city hall. All property shall be sold:~~

~~a. On the basis of sealed written bids to be opened at a time and place to be specified in the notice of sale; or~~

~~b. By the conduct of a public auction. The notice of auction shall include a general description of the property to be sold, the time and place of the auction and the terms of auction sales.~~

~~(3) All sales shall be made to the highest bidder, and the custodian shall have the right to reject all bids.~~

Section 6. 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 7. 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 8. 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 9. Codification.

The provisions of this Ordinance shall become and be made part of the Code of the City. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention,

and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 10. 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 11. 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:*	2. *MEETING DATE:*
Public Works	March 19, 2019

3. *REQUESTED MOTION/ACTION:* **Approve changes in trash pickup costs based upon amount of material provided**

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)***

Current trash ordinance provides for pickup of any quantity of material for the fixed monthly charge. In many instances, the amount of material can fill one truckload, costing $300 in disposal fees. Public Works wishes to mirror trash ordinance in Callaway and Panama City by having a fixed fee sheet based upon amount of material on the roadside rather than giving pricing on a case by case basis.

AGENDA ITEM # 4

ORDINANCE NO. 2019-381

AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PARKER (ORDINANCE NO. 2010-349, AS AMENDED); AMENDING CERTAIN PROVISIONS OF CHAPTERS 1 AND 66 OF THE CODE OF ORDINANCES RELATING TO DEFINITIONS, TRASH AND YARD WASTE; PROVIDING FOR SEVERABILITY; 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.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER AS FOLLOWS:

Section 1.Section 1-2 of the Code of Ordinances, City of Parker, Florida, is hereby amended to read as follows:

Sec. 1-2. Definitions and rules of construction.

In the interpretation and construction of this Code and of all ordinances of the city, the following definitions and rules of construction shall be observed unless they are inconsistent with the manifest intent of the city council or the context clearly requires otherwise:

Animal. The term "animal" shall mean any and all types of living dumb creatures, both domesticated and wild, male and female, without limitation, excluding human beings.

Bicycle. The term "bicycle" shall mean every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor rated at not more than 200 watts and capable of propelling the vehicle at a speed of not more than ten miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term shall not include such a vehicle with a seat height of no more than 25 inches from the ground when the seat is adjusted to

its highest position or a scooter or similar device.

Charter. The word "Charter" shall mean the Charter of the city, as it now exists or as it may be amended in the future.

Chief of police. The term "chief of police" shall mean the chief of law enforcement officer of the city.

City, the city, this city. The term "city," "the city" or "this city" shall mean the City of Parker in Bay County and the State of Florida or the city council or designated official or employee of the city.

City clerk. The term "city clerk" shall mean the duly appointed clerk of the city.

Code. Whenever the term "Code" or "this Code" is referred to without further qualification, it shall mean the Code of Ordinances, City of Parker, Florida, as designated in section 1-1.

Code enforcement officer, officer. The term "code enforcement officer" or "officer" shall mean any law enforcement officer or any designated employee or agent of the city whose duty it is to enforce codes, ordinances and land use regulations enacted by the city.

Computation of time. In computing any period of time prescribed or allowed by this Code or any ordinance, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

Contiguous. The term "contiguous" shall mean next to, abutting or having a common boundary.

Council, city council. The term "council" or "city council" shall mean the city council of the City of Parker, Florida.

County, the county, this county. The term "county," "the county" or "this county" shall mean Bay County in the State of Florida.

Delegation of authority. Whenever a provision appears requiring the head of a department or some other city officer or employee to do some act or perform some duty, it is to be construed to authorize delegation to professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

F.A.C. The term "F.A.C." shall mean the Florida Administrative Code.

Federal. The term "federal" shall mean the United States government and its agencies and instrumentalities.

F.S. Whenever the abbreviation "F.S." is used, it shall refer to the official Florida Statutes as adopted by the state legislature, and as amended or superseded from time to time.

Garbage. The term "garbage" shall mean waste generated by a dwelling unit or commercial establishment including but not limited to paper products, bottles, cans and containers. It is also any putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, dispensing and consumption of food. All accumulations of animal, fruit, or vegetable matter attends the preparation, use, cooking, dealing in or storage of meats, fish, fowl, fruit, vegetables, produce and any other matter of any nature which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, of which, during and after decay may serve as a breeding or feeding material for flies or other germ-carrying insects, and bottles, cans or other food containers which due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

Gender. Words importing the masculine gender shall include the feminine and neuter.

In the city. The term "in the city" shall mean any territory, jurisdiction of which, for the exercise of its regulatory power, has been conferred on the city by public or

private law.

Joint authority. All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

Junked motor vehicle. The term "junked motor vehicle" shall mean any motor vehicle that is wrecked, dismantled, deteriorated, partially dismantled, inoperative, abandoned, derelict or discarded for a continuous period of over seven days. The absence of a license plate for the current year or the absence of a current motor vehicle registration shall be prima facie evidence that a motor vehicle is a junked motor vehicle.

Keeper, proprietor. The words "keeper" and "proprietor" shall mean and include persons acting by themselves or by an agent or employee.

Law enforcement officer. The term "law enforcement officer" shall mean any person who is elected, appointed or employed full-time by any municipality or the state or any political subdivision thereof who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the United States, the state or the city.

Manufactured housing or *manufactured home.* A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width and 35 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. If fabricated after June 15, 1976, each section must be built to standards prescribed by the U.S. Department of Housing and Urban Development.

Month. The word "month" shall mean a calendar month.

Moped. The term "moped" shall mean any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of two brake horsepower and not capable of propelling the vehicle at a speed

greater than 30 miles per hour on level ground; and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

Motor vehicle. The term "motor vehicle" shall mean any vehicle defined as motor vehicle by F.S. § 320.01(1), as may be amended or superseded, including, but not limited to, passenger cars, trucks, truck trailers, semi-trailers, campers, motorcycles, minibikes, go-carts, amphibious craft on land, dune buggies, and racing vehicles which are propelled by mechanical power, but not including any bicycle or moped.

Nonliving plant material. The term "nonliving plant material" means nonliving vegetation such as leaves, grass cuttings, shrubbery cuttings, tree trimmings and other material incidental to attending the care of lawns, shrubs, vines and trees.

Nontechnical and technical words. Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such meaning.

Number. The singular includes the plural and vice versa.

Oath. The word "oath" shall include affirmations, and the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

Officer, employee, department, board, commission, agency. Whenever any officer, employee, department, board, commission or agency is referred to by title only, such reference shall be construed as if followed by the words "of the City of Parker, Florida."

Official time. Whenever certain hours are named in this Code, they shall mean Central Standard Time or Central Daylight Saving Time as may be in current use in the city.

Or, and. "Or" may be read "and," and "and" may be read "or" if the sense requires it.

Owner. The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant, or tenant by the entirety of the whole or part of such building or land.

Person. The word "person" includes individual natural persons, children, firms, companies, partnerships, copartnerships, executors, administrators, receivers, agencies of the state, federal agencies, districts, joint ventures, societies, associations, clubs, organizations or other groups acting as a unit, estates, trustees, trusts, business trusts, syndicates, fiduciaries, corporations, agencies and all other groups or combinations, and any officers, agents, employees, factors or any kind of personal representatives thereof, in any capacity, acting either for themselves or for any other person, under either personal appointment or pursuant to law, and all other entities or their legal representatives, agents or assigns.

Preceding, following. The words "preceding" and "following" shall mean next before and next after, respectively.

Private property. The term "private property" shall mean any improved or unimproved real property within the city that is privately owned and is not public property.

Property. Except as provided in section 2-136, the word "property" shall mean real or personal property.

Public grounds. The term "public grounds" shall mean the parks and all public lands owned or leased by the city, including, but not limited to, streets as defined in this section.

Public property. The term "public property" shall mean any street or highway, including the entire width between the boundary lines of every way publicly maintained when any part thereof is opened to the use of the public for the purposes of vehicular travel, and shall also mean any other property, facility or dedicated park that is publicly owned or in which the general public holds any interest.

Public right-of-way or public way. The terms "public right-of-way" or "public way" shall mean a public utility easement,

highway, street, bridge, tunnel, alley or public ground for which the city is the primary authority that has jurisdiction and control and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface, and the area below the surface. Right-of-way shall not include private property, service entrances or driveways. The term also includes but is not limited to officially named public roads or rights-of-way, either paved or unpaved, located within the city that is intended for vehicular traffic and associated sidewalks, the roadway, all culverts, drains, ditches, water storage areas, embankments and slopes. For the purposes of chapter 22, "public way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the city in a franchise area, which shall entitle the city and a grantee of a franchise to the use thereof for the purpose of installing, operating, repairing, and maintaining the cable system. It shall also mean any easement now or hereafter held by the city within a franchise area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the city and the grantee of a franchise to the use thereof for the purposes of installing, operating, and maintaining the cable system of a franchisee over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable system.

Roadway. The term "roadway" shall mean that portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a street or highway includes two or more separate roadways, the term "roadway" refers to any such roadway separately, but not to all such roadways collectively.

Shall, may. The word "shall" is mandatory; the word "may" is permissive.

Sidewalk. The word "sidewalk" shall mean that portion of a

street between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Signature, subscription. The words "signature" and "subscription" shall include a mark when the person cannot write, such person's name being written near it, and being witnessed by a person who writes his or her own name as a witness.

Solid waste shall mean tree and shrubbery cuttings, trash, garbage, refuse, rubbish, hazardous waste, biomedical waste, industrial waste, automotive parts, building or construction debris, or other discarded material abandoned for disposal including but not limited to solid, liquid, semi-solid or contained gaseous material resulting from domestic, industrial, commercial, mining or agricultural operations. This term shall not include urine, feces or other bodily fluids from living organisms or animal carcasses.

State, the state, this state. The term "state," "the state" or "this state" shall mean the State of Florida and its agencies and instrumentalities.

Street or *highway.*

(a) The word "street" shall mean 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;

(b) The entire width between the boundary lines of the any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons, or any limited access road owned or controlled by a special district, whenever by written agreement entered into under F.S. § 316.006(2)(b) or (3)(b), as may be amended or superseded, a county or municipality exercise traffic control jurisdiction over said way or place; or

(c) Any way or place used for vehicular traffic on a controlled access basis within a mobile home park recreation district which has been created under F.S. § 418.30, as may be amended or superseded, and the recreational facilities of which district are open to the public.

Tenant, occupant. The term "tenant" or "occupant," applied to a building or land, shall mean any person who holds a written or oral lease or actually occupies the whole or part of such building or land, either alone or with others.

Tense. Words used in the past or present tense include the future as well as the past and present.

Trash. The term "trash" shall mean yard debris ~~such as grass clippings, leaves and tree limbs~~; abandoned, dilapidated, deteriorated, broken, unused or rusted household furnishings or appliances; vinyl; plastics; mattresses; bed springs; boxes; barrels; wood; waste lumber; debris; non-putrescible solid waste; cloth; cardboard; metal; rubber and other similar materials. The term shall not include commercial waste, construction debris, garbage or debris resulting from land-clearing operations.

Vessel. The term "vessel" shall mean any watercraft, ship, boat, liner, raft, canoe, dinghy, steamer, craft, catamaran, dory, scow, barge, sloop, sailboat, air boat, schooner, ketch, or other artificial contrivance or any portion thereof (other than a seaplane on the water) that can float, drift, glide, skim, sail, hover, bob, ride, or be propelled on, over or under water, used or capable of being used as a means of transportation. This term is synonymous with the term "boat" as referenced in article VII, section 1(b), of the state constitution.

Written, in writing. The terms "written" and "in writing" shall include handwriting, printing, typewriting and all other methods and means of forming letters and characters upon paper, stone, wood, or other materials.

Year. The word "year" shall mean a calendar year unless a fiscal year is indicated.

Yard Debris or Yard Waste. The terms "yard debris" or "yard waste" shall mean vegetative matter resulting from landscaping maintenance and includes accumulations of non-living plant material, split tree trunks, mulch and associated rocks and soils.

Section 2.Section 66-37 of the Code of Ordinances, City of Parker, Florida, is hereby amended to read as follows:

Sec. 66-37. Trash.

(a) ~~Placement~~Removal. ~~Trash shall be neatly stacked on the yard of the owner/occupant adjacent to the street on days when trash collection service is provided.~~

(1) The city shall be responsible for collecting only such items of trash which are incapable of being placed in a 96-gallon container. All trash items which can be placed into a 96-gallon container shall be placed in the 96-gallon container and shall be collected by a person authorized by the city to engage in the business of collecting, hauling, or transporting garbage or other refuse within the city limits and shall not be collected by the city.

(2) The current maximum quantity of all trash to be collected by the city per week at any **one** collection point shall be a volume of 3.5 cubic yards (approximately 4' x 4' x 6' pile), as long as said volume of trash does not exceed 500 pounds in weight or such other volume as may be set by subsequent resolution of the city council. All trash to be collected not in containers shall be neatly stacked along the street or authorized alley right-of-way abutting their property for collection. Trash other than yard debris shall not be placed by the street for collection until the day before the designated collection day.

(3) If any person desires the city to remove a quantity of trash exceeding the maximum quantity currently set out in this section or by subsequent resolution, they may request such service from the city. Removal of trash exceeding the maximum allowed quantity will be subject to a fee based upon a cubic yard volume, the current amounts are set forth in the schedule below or such other fee as may be established by the city by subsequent resolution:

Size	Volume	Fee
¼ load	More than 3.5 cy and less than 6 cy	$62.50
½ load	More than 6 cy and less than 12 cy	$125.00
¾ load	More than 12 cy and	$187.50

	less than 18 cy	
Full load	More than 18 cy and less than 24 cy	$250.00

(4) In the event that an owner, agent, tenant, or occupant places over-sized trash curbside that outside of a 96-gallon container exceeding 3.5 cubic yards (approximately 4' x 4' x 6' pile) or 500 pounds, without being requested to be picked up by the city, the city will provide notice to the occupant of the premises that they have one week to remove and dispose of such trash or the anticipated cost if the city picks up or contracts for the removal of the over-sized trash. In the event that the owner, agent, tenant, or occupant fails to remove and dispose of the trash during the allotted time, the city shall remove or cause to be removed the over-sized curbside trash. In that event that the owner, agent, tenant, or occupant shall be charged and billed by the city the fee set forth in subparagraph (a)(3) above or the actual cost to the city, whichever is greater, without notice thereof to the customer.

(b) Tree Removal. Except for trees cut or trimmed by a contractor or landscaper, all tree trimmings shall be cut to no more than four (4) feet in length and~~or~~ four (4) inches in diameter~~,~~ and weighing no more than 100 pounds ~~and~~ must be placed at curbside for pickup according to the schedule established by the city~~supervisor~~.

(1) In the event a city resident~~s~~ hire~~s~~ a private contractor or landscaper to trim or cut trees from their property, the contractor or landscaper shall remove and dispose of all the tree trimmings and or tree trunks cut from the property, and shall not place such tree trimmings at curbside for pickup. A violation of this section shall subject the property owner to a civil penalty pursuant to chapter 26 of this Code.

(c) Collection. All trash accumulated in the city shall be collected, conveyed and disposed of by the city, and such services are mandatory for all utility customers except as set forth in this article. Except as may be otherwise provided herein, no person or entity shall collect, convey over any of the streets or alleys of the city, or dispose of any trash accumulated in the city.

(1) This section does not prohibit the actual producers of trash or the owners of premises upon which trash is accumulated from personally collecting, conveying and disposing of such trash, provided such producers or owners comply with the provisions of this article and with any other applicable ordinance or law.

(2) The city council may grant special permission to collectors of solid waste from outside the city to collect recyclable materials or to make collections requiring special equipment.

(d) Deposits for trash service. All utility customers shall pay a deposit equivalent to two months' trash collection service to the department of the city at the time deposits are paid to the city for other utility services.

(e) Collection rates. The monthly collection fee for trash collection service shall be established by resolution, from time to time, by the council.

(f) Billing.

(1) The charges for trash collection and disposal shall be billed monthly as a part of the utility bills of the city.

(2) Upon a utility customer's termination of utilities/trash service, the customer shall receive a refund of the deposit less any amounts owed.

(g) Fees.

(1) Each utility customer or each property owner in the case of a tenancy where the tenant is the utility customer shall pay such fees, rates and charges therefor as are established from time to time by the council. In the first and last month of service during which a utility customer will be initiating or terminating service, the regular rate may be pro-rated for the number of days that the customer has service available.

(2) Bills reflecting the monthly charges and fees assessed to a customer shall be submitted by the city and shall

be paid by ~~the~~each customer~~s~~ monthly. If any monthly bill for any portion of the utility billing including but not limited to trash and/or garbage (if billed by the city) service(s) shall be and remain unpaid ~~on and~~ after the due date~~the tenth of the month~~a penalty of 15 percent of said bill shall be assessed on the day after the due date. If the ~~tenth~~day after the due date~~of the month~~ falls on a weekend or city observed holiday, the penalty shall be waived until the next working day. If the monthly bill shall continue and remain due and unpaid on or after seven (7) days after the due date or the cut-off date set by the city, whichever occurs first,~~the 18th of the month,~~ the water, sewer, trash and/or garbage service, as appropriate, to the customer shall be discontinued and shall not be reconnected until all past due charges including penalties, shall have been fully paid, together with a re-connection charge of $15.00. In addition, i~~I~~f the cut-off day~~18th of the month~~ falls on a Friday, weekend or city observed holiday, the penalty shall be waived until the next working day. The city shall accept payments for services rendered if postmarked by the tenth of the month without penalty to the customer. In addition, the refusal or failure to make payment within 30 days from the due date is a violation of this article, and shall be punished pursuant to section 66-44.

(3) Any utility service to a property which has been terminated pursuant to the provisions of this section or elsewhere in the code shall not be reconnected or restored until all past-due utility bills or other fees relating to trash and penalties have been paid, together with any reconnection or restoration charges imposed by the city at the time of reconnection or restoration.

(4) In addition to and not in lieu of the foregoing, if the charge is not paid, it shall constitute a lien against the property pursuant to section 66-45.

Section 3.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 4.Scrivener's Errors.

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 5.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 6.Codification.

The provisions of this Ordinance shall become and be made part of the Code of the City. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 7. 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 8. 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 19th day of February, 2019.

CITY OF PARKER

_____

Richard Musgrave, Mayor

ATTEST:

_____

Nancy Rowell, City Clerk

Examined and approved by me, this 19th day of March, 2019.

_____

Richard Musgrave, Mayor

TRASH & YARD
WASTE PICK-UP
SERVICE
PROCEDURES
www.cityofparker.com

The City of Parker provides weekly curbside pick-up service for trash such as yard waste/debris and household goods. This service is very important to promote a cleaner city while protecting the water quality in our bayous and bays.

TRASH PICK-UP

This service consists of furniture, bicycles, televisions, cloth, paper, tires, cardboard, glass, and white goods such as refrigerators, washers and dryers (doors and/or Freon MUST BE removed).

Any trash to be collected must be neatly stacked along the street or authorized alley right-of-way abutting your property for collection. Do not place trash by the street for collection until the day before the designated collection day. (Please refer to service zones on the reverse)

- NO HAZARDOUS items accepted: no paint cans, no batteries, no oil, no propane, no florescent light bulbs, etc. These items may be saved for Bay County Amnesty Days which occur twice a year
- All furniture items and miscellaneous or yard debris may be mixed; but all metal, especially appliances, must be separated
- Tires must be separated from rims

The city cannot and will not pick up trash generated by a contractor.

YARD WASTE/DEBRIS

Yard waste/debris consists of vegetative matter resulting from landscaping maintenance.

- Tree trunks or limbs must not exceed 4 inches in diameter or 4 feet in length
- Leaves do not need to be bagged, but if you bag them, do NOT tie the bag (that way we can see that it is <u>not</u>

household garbage)

- Ensure yard waste/debris is free of paper, metal and plastic
- DO NOT place yard waste/debris in drainage ditches or near any drainage structures. This helps prevent items from entering the city's stormwater system
- Ensure that yard waste/debris is NOT placed directly against fences, mailboxes, or vehicles; on water meters or irrigation lines; or under utility lines or low limbs

If these procedures are not met, pickup will be delayed, and a notice will be left at your home indicating the problem. If the deficiency has not been corrected within one week, a 2nd notice will be issued for code enforcement action.

FEE FOR EXCESS TRASH

The maximum quantity of trash that will be picked up is a volume of 3.5 cubic yards (4'x4'x6'), totaling no more than 500 pounds. Trash exceeding this maximum will be subject to additional fees.

You will be notified if your debris exceeds the maximum allowed volume with a door knocker. Excess bulk fees shall be paid before pick-up or an Excess Bulk Item Authorization Form may be signed for fees to be added to the next utility bal. If the excess bulk fees are not paid or authorization form signed within one week, a 2nd notice will be issued indicating code enforcement action.

HOUSEHOLD GARBAGE

The City of Parker does NOT provide household garbage collection service. You may contact the following companies for garbage service:

Bargain Sanitation (850)871-0016	Nate's Sanitation (850)769-4304
Coqui Disposal (850)257-5939	Waste Management (850)874-1019
Mr. Trash (850)249-3382	Waste Pro (850)872-1800

Residents must place garbage containers by the street for collection no earlier than 24 hours prior to the scheduled collection and must remove garbage containers within 12 hours after collection. Garbage must be placed securely in metal or hard plastic cans with a lid or top. Garbage must not be visible, protruding, leaking, seeping, or otherwise loose. Garbage containers must be stored within a garage, rear yard or side yard not facing a public road.

Please direct all inquiries or to obtain an authorization form for excess bulk fees to the City of Parker Public Works Department, 1001 West Park Street, between the hours of 7:00 a.m. & 4:00 p.m. Monday through Friday. Telephone number: 850-871-4104.