

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



WORKSHOP/SPECIAL MEETING(S)

Tuesday, November 16, 2021
5:30 PM

City Hall Commission Chambers

City Commission

Mayor Ronte R. Harris - District III
Mayor Pro-Tem Keith A. Dowdell - District I
Commissioner Angela G. Sapp - District II
Commissioner Freida Bass-Prieto - District IV
Commissioner Anessa A. Canidate - District V

"An All American City in the Heart of Florida's Future"



NOTICE OF WORKSHOP AND SPECIAL MEETING (S)

Notice is hereby given that the Quincy City Commission has called a Workshop and a Special Meeting pursuant to section 2.51 of the City of Quincy Charter, for Tuesday, November 16, 2021 starting at 5:30pm.

Mayor Ronte Harris has called a second Special Meeting pursuant to section 2.51 of the City of Quincy Charter, for Tuesday, November 16, 2021 immediately following the first Special Meeting.

Workshop Item of Discussion:

- American Rescue Act Fund

First Special Meeting Item of Discussion:

- American Rescue Act Fund
 - Sign Ordinance

Second Special Meeting Item of Discussion:

- City Manager's Contract

The public is invited to attend in person or via Zoom. Zoom Info:
<https://us02web.zoom.us/j/81697250312?pwd=KzBmV1R5eDh6MHFLaXA5QXN6d0R5UT09>

Meeting ID: 816 9725 0312

Passcode: 075380

For additional information call the City of Quincy at 850.618.0020.



City of Quincy, Florida
WORKSHOP/SPECIAL MEETING(S)
AGENDA

November 16, 2021
5:30 P.M.

City Hall Commission Chambers

Call to Order

Roll Call

Workshop Items of Discussion

1. American Rescue Act Fund
 - Jack L. McLean Jr., City Manager

Special Meeting #1 Items of Discussion

2. American Rescue Act Fund
 - Jack L. McLean Jr., City Manager
3. Sign Ordinance
 - Jack L. McLean Jr., City Manager
 - Gary A. Roberts, City Attorney

Special Meeting #2 Item of Discussion

4. City Manager's Contract
 - Mayor Ronte R. Harris, District 3

Adjournment

AMERICAN RESCUE PLAN ACT SUMMARY - 2021

From: Local Fiscal Recovery Fund <LFRF@em.myflorida.com>

Greetings –

The United States Department of the Treasury (“Treasury”) has begun releasing funding to States and Local Governments under the provisions of the American Rescue Plan Act of 2021 (ARPA). You have been identified by Treasury as a non-entitlement unit of local government (NEU) eligible to receive Coronavirus Local Fiscal Recovery Funds (CLFRF). The Florida Division of Emergency Management (FDEM) will be distributing funds in accordance with Treasury guidance (https://home.treasury.gov/system/files/136/NEU_Guidance.pdf). In the coming weeks we will be sending your entity a funding agreement, which will need to be executed by your NEU Authorized Representative and the State prior to receiving funding.

As prime recipient of CLFRF NEU funds you will be required to provide reporting to Treasury in October of 2021. Reporting information can be found in the “Compliance and Reporting Guidance” document provided by Treasury (<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/non-entitlement-units>). In preparation for the reporting, it is required that each NEU have an active registration with the System for Award Management (SAM.gov).

FDEM will continue to provide updated CLFRF guidance from Treasury as it becomes available. For your convenience, all applicable program guidance will be posted on the Division’s website at FloridaDisaster.org under the Bureau of Recovery – American Rescue Plan Act section. We will provide a direct link to this webpage under a separate cover, once it is live.

To ensure that all e-mail correspondence from our office is received, please add the following email address to your safe senders list: LFRF@em.myflorida.com. For general questions related to this program, please contact Erin White via email at LFRF@em.myflorida.com or Erin.White@em.myflorida.com, or by phone at (850) 815-4458.

Thank you,

Melissa Shirah | Bureau Chief

Bureau of Recovery

Florida Division of Emergency Management

2555 Shumard Oak Blvd

Tallahassee, FL 32399-2100

Office: (850) 815-4410

Cell: (850) 590-9287

www.floridadisaster.org

The American Rescue Plan Act (ARPA), signed into law in March 2021, provides \$350 billion in relief to states and local governments to combat the continued impact of the COVID-19 pandemic. To offer swift guidance on the use of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), the U.S. Department of Treasury (Treasury) published the interim final rule (IFR) on May 10, 2021, through an expedited rule-making process.

The IFR establishes a framework for determining the types of programs and services eligible under this program, along with examples of uses that state and local governments may consider. These uses build on eligible expenditures under the Coronavirus Relief Fund issued through the CARES Act by recognizing a broad range of additional eligible uses. The objective of CSLFRF is to help governments support the families, businesses, and communities hardest hit by the COVID-19 public health emergency.

Section 602 and section 603 also describe several types of uses that would be responsive to the impacts of the COVID-19 public health emergency, including assistance to households, small businesses, and nonprofits and aid to impacted industries, such as tourism, travel, and hospitality.

Eligible state, territorial, metropolitan city, county, and tribal governments may request their allocation of CSLFRF through the Treasury Submission Portal. Eligible local governments classified as nonentitlement units — generally local governments with populations under 50,000 — will receive this funding through their applicable state government.

With the IFR guidance in mind, we recommend you consider the following as you begin to plan how you'll use this funding: (1) eligible uses, (2) ineligible uses, and (3) appropriate planning for spending.

Eligible uses of CSLFRF

Eligible uses of CSLFRF fall into four broad categories:

1. Public health & economic impacts
2. Premium pay
3. Revenue loss
4. Investments in water, sewer, or broadband infrastructure

Expenditures qualifying under public health and economic impact can be used to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. Eligible uses in this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

A nonexhaustive list of eligible expenditures identified in the IFR includes:

COVID-19 mitigation and prevention programs (medical care, testing, contact tracing, purchases of PPE, public communication efforts)

• COVID–19 Mitigation and Prevention. A broad range of services and programming are needed to contain COVID–19. Mitigation and prevention efforts for COVID–19 include vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools;⁴⁰ ventilation improvements congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses.⁴¹ They also include capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID–19 mitigation tactics. These COVID–19 prevention and mitigation programs and services, among others, were eligible expenditures under the CRF and are eligible uses under this category of eligible uses for the Fiscal Recovery Funds.⁴²

- Behavioral health and substance abuse treatment
- Payroll and covered benefits for public health and safety personnel
- Addressing disparities in public health outcomes and responding to negative impacts on households and individuals
- Qualifying business loans and grants
- Rehiring staff for state and local governments
- Aid to impacted industries such as tourism, travel, and hospitality
- Affordable housing in qualifying areas
- Serving the homeless
- Expenses to Improve the Design and Execution of Health and Public Health Programs. State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to engage in planning and analysis in order to improve programs addressing the COVID–19 pandemic, including through use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis
- Facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as:
 - Funding community health workers to help community members access health services and services to address the social determinants of health;
 - Funding public benefits navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services;
 - Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness;
 - Remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels among children; and
 - Evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic

The IFR also provides flexibility to use CSLFRF payments for programs or services not identified in the nonexhaustive list by providing considerations for evaluating other potential uses.

Premium pay can be provided to eligible workers performing essential work during the COVID-19 public health emergency. A few of the more important aspects in the IFR related to premium pay include the following:

- The ARPA defines premium pay as an amount up to \$13 per hour, in addition to wages or remuneration the worker otherwise receives.
- Premium pay is limited to an aggregate amount not to exceed \$25,000 per eligible worker.
- Premium pay or grants provided using CSLFRF should prioritize compensation of those lower-income eligible workers who perform essential duties.
- Premium pay that increases a worker's total pay above 150% of their residing state's average annual wage for all occupations or their residing county's average annual wage, whichever is higher, must be supported by written justification of how the premium pay is responsive to individuals performing essential work during the public health emergency.
- Providing retrospective premium pay is encouraged, where possible, for work performed since the start of the public health emergency (Jan. 27, 2020), recognizing that many essential workers haven't yet received additional compensation for work conducted over the course of many months.
- Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments; an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work.

Examples of workers who may qualify for premium pay include:

- Staff at nursing homes, hospitals, and home care settings
- Workers at farms, food production facilities, grocery stores, and restaurants
- Janitors and sanitation workers
- Truck drivers, transit staff, and warehouse workers
- Public health and safety staff
- Childcare workers, educators, and other school staff
- Social service and human services staff

Revenue loss should be used to provide government services to the extent of a reduction in revenue due to the COVID-19 public health emergency. The revenue loss will be measured relative to revenues collected in the most recent full fiscal year prior to the emergency. The IFR provides further guidance and a methodology for this calculation. Note that recipients should look at general revenue in the aggregate, rather than on a source-by-source basis. Given that recipients may have experienced offsetting changes in revenues across sources, this approach is intended to provide a more accurate representation of the effect of the pandemic on overall revenues.

Investments in infrastructure category allows for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service. Necessary

investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change, or establishes or improves broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school, and that are unlikely to be met with private sources of funds.

For water and sewer infrastructure, governments have wide latitude to identify investments that are of the highest priority for their own communities, which may include projects on privately owned infrastructure. The guidance aligns with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency (EPA) Clean Water State Revolving Fund or Drinking Water State Revolving Fund.

For broadband infrastructure, eligible investments are those designed to provide services meeting adequate speeds and provided to unserved and underserved households and businesses. The IFR offers governments flexibility to identify the specific locations within their communities to be served and to otherwise design the project.

Ineligible uses of CSLFRF

The ARPA includes two provisions that define the boundaries of the statute's eligible uses. First, ARPA prohibits recipients from using the funds for deposit into a pension fund. A deposit under the Act refers to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the IFR doesn't permit CSLFRF to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient's regular timing for making such payments. It's important to understand that a deposit is distinct from a payroll contribution, which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a predetermined percentage of employees' wages and salaries. Therefore, if an employee's wages and salaries are an eligible use of CSLFRF, governments may treat the employee's covered benefits, including pension, as an eligible use as well.

Second, state and territories may not use CSLFRF to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation during the covered period. Finally, the IFR gives additional examples of ineligible uses — expenditures that Treasury believes don't qualify within any of the four broad buckets — including contributions to rainy day funds, payments on outstanding debt, and fees or issuance costs of new debt.

As you engage in robust discussions about spending CSLFRF, here are some other planning considerations to keep in mind:

- **Period of performance:** Before you begin to plan for spending your CSLFRF award, you must first understand the period of performance, that is, the start of the award and the planned end date. The period of performance or spending period for eligible expenditures begins March 3, 2021, except for retroactive premium pay, which is discussed above.

Funds must be obligated by Dec. 31, 2024, and those obligated funds must be spent by Dec. 31, 2026.

- **Double dipping:** With the influx of increased federal funding, you'll likely face the challenge of preventing the same costs from being charged to multiple funding sources. The first two broad eligible categories have similar eligible uses as the Coronavirus Relief Fund (CRF) (CFDA 21.019) and the Coronavirus Emergency Supplemental Funding Program (CESF) (CFDA 16.034), which could raise the risk that the same cost is charged to multiple grants. It's important to establish and ensure adequate cost tracking controls to avoid double dipping.
- **Reporting and recordkeeping requirements:** Treasury will establish reporting and recordkeeping requirements, including enhanced reporting requirements for certain uses. For certain types of expenditures, the IFR also includes public disclosure requirements. In addition to ensuring the CSLFRF are used on eligible expenditures, it's also critical for all governments to identify, track, and adhere to the required reporting and public disclosure requirements.
- **Funds are subject to single audit:** Be aware that these funds are subject to the provisions of the Uniform Guidance (2 CFR Part 200) and therefore a single audit is required when total expenditures equal or exceed \$750,000 in a given fiscal year. If you'll have a single audit for the first time or simply would like a refresher, take a look at the following
- **Documentation:** No matter how you choose to use the funding, documentation of any decision-making will be key. **The calculation of revenue loss** in particular will likely present its own unique challenges in this regard.

Given that the spending period extends to Dec. 31, 2026, projects eligible for CSLFRF can have a lasting impact on communities.

AMERICAN RESCUE PLAN ACT

*CITY OF QUINCY COMMISSION WORKSHOP
NOVEMBER 16, 2021*

PREMIUM PAY

1. Which employees qualify?
2. How much per employee?
3. How far back to pay (retro pay)?

HOUSEHOLD PAY

1. What criteria the Commission want to use?
2. What options will be offered?
3. How much per household?

POLICE HARDWARE AND SOFTWARE

1. Police hardware needs?
2. Police software needs?
3. How much to budget for Police hardware and software?

FLAGLER STREET

1. Is there a need for professional consultant services?

ORDINANCE NUMBER 1125-2021

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING AND REPEALING CERTAIN SECTIONS OF THE SIGN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. Findings.

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Quincy, Florida, a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, courts have recognized that municipalities may implement laws and regulations furthering their substantial interests in traffic safety, aesthetics, and preventing public nuisances or hazards to pedestrians and motorists by restricting distracting or intrusive signs and displays; and

WHEREAS, the City of Quincy has an interest in preserving its aesthetics and rural character, promoting the public health, safety, and general welfare, and in protecting its small-town community environment and appearance against sight pollution, increased traffic, and other public disturbances or nuisances; and

WHEREAS, the State of Florida's Administrative Procedure Act requires that applications for licenses be approved or denied within 90 days after receipt of a completed application, Fla. Stat. §120.60, and the City of Quincy has determined that a 45-day processing period effectively balances both the interests of applicants in prompt processing of permits with the City's interests in effective and thorough review of applications; and

WHEREAS, the City of Quincy has previously adopted regulations for the erection and use of signs and other outdoor advertising displays within the City of Quincy; and

WHEREAS, this ordinance will provide clarity for signage and update the Sign code to promote the overall economic well-being of the businesses in within in the City while at the same time protecting the public health, welfare, and the safety of its citizens of the City of Quincy;

NOW THEREFORE, BE IT ENACTED BY THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

SECTION 2. Amendments of Code of Ordinances Chapter 46, Sections 902; 906; 907; 909; 911; 912; 913; and 914. The Sign Ordinances are hereby amended as follows:

Chapter 46 – SIGNS

Sec. 46-902. - Permitting.

A permit is required for all signs proposed within the city with the exception of exempt signs as noted in section 46-907 of this division. The permit is obtained from the office of the building official. All sign applications shall be processed within 45 days. If an application is not granted or denied within 45 days, the applicant shall notify the building official in writing and the building official shall have 10 days from receipt to conclude the application processing. If the application still has not been granted or denied after 10 days, it shall be deemed permitted.

Sec. 46-906. - Definitions.

Unless otherwise specifically provided, the words and phrases defined in this section shall have the following meanings when used in this chapter:

Abandoned sign. A sign that is located on a property which becomes vacant and is unoccupied for a period of at least 90 days or any sign that pertains to a time, event or purpose that no longer applies. Signs applicable to a business temporarily suspended due to change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least 180 days.

~~*Accessory sign.* A permanent ground or building sign that is permitted under this code as incidental to an existing or proposed use of land. This includes signs that denote entrances, exits, hours of operation and any other signs determined to fall within this category by the director.~~

Bench sign. A sign located on any part of the surface of a bench or seat placed on or adjacent to public right-of-way.

~~*Billboard sign.* Means any sign, framework or portion of a building installed for the purpose of advertising merchandise, services or entertainment sold, produced, manufactured or furnished at a site other than the location of the business. This does not include directional signs.~~

Building sign. A sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees, and roof slopes of 45 degrees or steeper.

Central business district. Those nine blocks centered around the courthouse and bounded on the North by Franklin Street, on the East by Duval Street, on the South by Crawford Street, and on the West by Munroe Street, within the city.

Clear visibility triangle. A triangle starting at the point of intersection of a street and driveway with each leg extending 18 feet along the street and driveway and the third leg connecting the end points of the first two legs.

Damaged or deteriorating sign. A sign that has its color and/or graphics significantly damaged to change the original look of the sign.

Dangerous sign. A sign, which due to its condition, endangers the public safety.

Directional sign. A sign used to make the public aware of the location of a business or other lawful use located off of a collector or arterial road.

Directory. Panel(s) placed on the entrance wall of a building listing the room and/or floor number of the occupants and/or businesses.

Erect a sign. To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish; but it shall not include any of the foregoing activities when performed as an incident to the change of message, or routine maintenance.

Free-standing or ground sign. Means any sign not attached to a building but that is freestanding and within the property boundaries of the site.

Hanging sign. Means any sign suspended from the building or an attached structure.

Multiple occupancy complex. A commercial use, (i.e. any use other than residential or agricultural), consisting of a parcel of property, or parcel of immediately adjacent properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant.

Mural sign. Means a painted picture that is at least 15 feet in height and 30 feet in length and that is made as an integral part of an outdoor wall surface of a building.

Nonconforming sign. Any sign in existence on the date of the passage of this code which violates any provisions contained herein.

Parcel. A unit of land within legally established property lines. If, however, the property lines are such as to defeat the purposes of this code or lead to absurd results, a parcel may be as designated for a particular site by the city building official.

Permanent. Designed, constructed, and intended for more than short term use.

Portable sign. Any sign which is manifestly designed to be transported by trailer or on its own wheels, including such signs even though the wheels may be removed and the remaining chassis or support structure converted to an A or T frame sign and attached temporarily or permanently to the ground.

Roof sign. A sign placed above the roof line of a building or on or against a roof slope of less than 45 degrees.

Sign. Any writing, pictorial presentation, number, illustration, or decoration, flag, banner or pennant, or other device which is used to announce, direct attention to, identify, advertise or otherwise make anything known. The term sign shall not be deemed to include the terms "building" or "landscaping," or any architectural embellishment of a building not intended to communicate information.

Sign face. The part of a sign that is or may be used for copy.

Sign structure. Any construction used or designed to support a sign.

Snipe sign. Any sign of any size, made of any materials, including paper, cardboard, wood, metal, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which the sign is located.

Storefront. The side of the building on street frontage or contains the main entrance(s) whichever is greater. Any store on a corner may have multiple different storefronts (one on each street front), all others have only one.

Street. A public or private right of way for vehicular traffic, including highways, thoroughfares, lanes, roads, ways, and boulevards.

Vehicle sign. Any sign affixed to a vehicle.

Window or door sign. Shall mean any sign installed so as to be of a permanent nature in or on the window or door of any building, visible from any public right of way.

Sec. 46-907. - Exempt signs.

Except as specifically provided below, the following signs are exempt from these sign regulations, and from the requirement in this code that a permit be obtained for the erection of permanent signs, provided they are not placed or constructed so as to create a hazard of any kind:

- (1) Signs that are not designed or located so as to be visible from any street or adjoining property.
- (2) ~~Signs of 32 square feet or less and signs that include no letters, symbols, logos or designs in excess of two inches in vertical or horizontal dimension are exempted from the requirement that a permit be obtained but not otherwise from these sign regulations, provided that such sign, or combination of such signs, does not constitute a sign prohibited by section 46-909 of this division.~~
- (3) ~~Signs necessary to promote health, safety and welfare, and other regulatory, statutory, traffic control or directional signs erected on public property with permission as appropriate from the State of Florida, the United States, the City of Quincy, and Gadsden County.~~ Signs necessary to promote public safety, to ensure compliance with state or federal regulatory or statutory requirements, or for traffic control, and which are erected on public property with permission as appropriate from the State of Florida, the United States, the City of Quincy, or Gadsden County.
- (4) Legal notices and official instruments.
- (5) ~~Decorative flags and bunting for a celebration, convention, or commemoration of significance to the entire community when authorized by the city manager for a prescribed period of time.~~
- (6) ~~Holiday lights and decorations.~~
- (7) Merchandise displays behind storefront windows so long as no part of the display moves or contains flashing lights.
- (8) ~~Memorial signs or tablets, names of buildings and dates of erection when~~ Text or images cut into any masonry surface or when constructed of bronze or other incombustible materials and attached to the surface of a building.
- (9) Signs incorporated into machinery or equipment by a manufacturer or distributor, ~~which identify or advertise only the product or service dispensed by the machine or equipment~~, such as signs customarily affixed to vending machines, newspaper racks, telephone booths, and gasoline pumps.
- (10) ~~Advertising and identifying signs located on taxicabs, buses, trailers, trucks, or vehicle bumpers.~~
- (11) Public warning signs to indicate the dangers of trespassing, swimming, animals, or similar hazards.
- (12) Signs carried by a person.
- (13) ~~Religious displays.~~
- (14) ~~Billboard signs that are prohibited within the city limits, but which were erected prior to the effective date of this division.~~ Free-standing or ground signs larger than 60 square feet in size or 20 feet in height that were erected prior to the effective date of this division.
- (15) ~~Signs constructed or placed by the city itself or with the city's consent or approval, such as signs for special events.~~
- (16) All valid state and local traffic and parking regulation signs.
- (17) Real estate. ~~One unlighted real estate sign located on the premises being advertised for sale or rent, provided that each such sign shall not exceed 32 square feet in area in commercial districts~~

~~and four square feet in area in residential districts. In new subdivisions and planned unit developments one sign not to exceed 32 square feet in area is allowed until permanent signage is in place or active sales cease.~~

- (18) Signs on building doors, or inside door glass, at the street level entrance ~~Logo, slogan or name of business~~ that do not exceed 50 percent of the door's surface area.
- ~~b. Applied address numbers over the door or at the top or bottom of door.~~
- ~~e. Days and hours of operation.~~

Sec. 46-909. - Prohibited signs.

- (a) It shall be unlawful to erect, cause to be erected, maintain, or cause to be maintained, any sign not expressly authorized by, or exempted from this code.
- (b) The following signs are expressly prohibited unless exempted by section 46-907 of this division or expressly authorized by sections 46-911 through 46-914 of this division:
- (1) Signs that are in violation of the building code or electrical code adopted by the city.
 - (2) Any sign that, in the judgment of the building official and/or chief of police, does or will constitute a safety hazard.
 - (3) Signs with visible moving (or with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy), revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means. ~~except for traditional barber poles.~~
 - (4) Signs with lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, except that the following are permitted: (a) flashing or illuminated storefront window signs that are one foot or less in height and two feet or less in length, and (b) merchandise displays behind storefront windows where no part of the display moves or contains flashing lights. ~~or color except for time-temperature-date signs.~~
 - (6) Signs that incorporate projected images, emit any sound that is intended to attract attention, or involve the use of live animals.
 - (7) Signs that emit audible sound, odor, or visible matter such as smoke or steam.
 - (8) Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe, or otherwise obstruct any window to such an extent that light or ventilation is reduced to a point below that required by any provision of this division or other ordinance of the city.
 - (9) Signs that resemble any official sign or marker erected by any governmental agency, or that by reason of position, shape or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, content, color, or illumination that may be reasonably confused with, construed as, or conceal, a traffic control device.
 - (10) Signs that obstruct the vision of pedestrians, cyclists, or motorists traveling on or entering public streets.
 - (11) Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television or other communication signals.

- (12) Searchlights. ~~Searchlights used to advertise or promote a business or to attract customers to a property.~~
- (13) Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs for public safety purposes.
- (14) Signs erected on public property, other than signs erected by public authority for public purposes, and signs authorized in writing pursuant to F.S. § 337.407.
and except governmental signs erected by or on the order of a public officer.
- (16) Vehicle signs with a total sign area on any vehicle in excess of ten square feet.
- (17) ~~Billboard signs unless such signs were erected prior to the effective date of this division.~~ Free-standing or ground signs larger than 60 square feet in size or 20 feet in height, unless such signs were erected prior to the effective date of this division.
- (18) Snipe signs as defined by this division

Sec. 46-911. – Permanent Signs ~~identifying activity conducted on premises.~~

~~Signs identifying the name and type of activity conducted on the same premises shall be permitted for the uses listed below.~~ Site development permits and certificates of completion shall be required for all such permanent signs. The following permanent signs shall be permitted: unless otherwise excepted by this code:

- (1) *Multi-family dwelling.* One sign not exceeding 32 square feet in sign surface area and not exceeding eight feet in height above finished grade on each street side on a parcel containing a three-or-more family dwelling. Such sign shall not contain interior illumination. ~~Upon request of the applicant, the city manager has the authority to approve a second such sign for a maximum of two per parcel.~~
- (2) *Subdivision entrance.* One sign per entrance not exceeding 32 feet in sign surface area and not exceeding eight feet in height above finished grade on each street side from which the subdivision is entered. Such sign shall contain no interior illumination. ~~Such sign may be located in street right of way with approval of the city manager.~~ A second sign is allowed as a conditional use.
- (3) *Residential care facility or day care facility.* For purposes of public safety, one unlighted attached sign not exceeding six square feet in sign surface area on a parcel containing a residential care facility or a day care facility located in a residential district. Such use located where permitted in any other zoning district shall comply with code provisions.
- (4) *Public and semi-public.* One attached sign not exceeding 12 square feet in sign surface area and one detached or freestanding sign not exceeding 32 square feet in sign surface area and not exceeding 15 feet in height above finished grade on each street side on a parcel containing uses indicated in the land use regulation schedules as public and semi-public.
- (5) *Commercial and industrial.* Signs ~~identifying the name and type of activity conducted on the same premises~~ shall be permitted on for all uses indicated commercially and industrially zoned parcels shall be subject to the following provisions:
 - a. The aggregate sign surface area of all attached signs on any parcel shall not exceed ten percent of the total area of the front building facade (height in linear feet times width in linear feet).

- b. One freestanding or detached sign shall be allowed provided that the aggregate sign surface area of all such freestanding signs on any parcel shall not exceed ten percent of the total area of the front building facade (height in linear feet times width in linear feet). No freestanding sign shall exceed 25 feet in overall height above finished grade.
- (c) One freestanding or detached sign per store front shall be permitted.
- (d) Two freestanding or detached signs per store front shall be permitted as a conditional use if:
 - 1. The parcel is being utilized for multiple approved uses. ~~a hotel or motel and the addition of a second freestanding or detached sign would serve a use other than the hotel or motel located on the premises such as but not limited to a restaurant or retail sales or services establishment.~~
 - 2. The parcel contains two or more buildings, each of which contain a ~~business establishment~~ or use under separate ownership and with a separate identity from other uses on the premises.
- (e) Signage protruding over the public right-of-way shall be, at a minimum, nine feet in height above the sidewalk and cannot extend more than within 18 inches of the curbline.
- (f) In a multiple occupancy complex (more than one business in a building) a directory sign not to exceed four square feet in area can be placed in addition to other signage allowed in this section. This sign must be mounted on the wall adjacent to the main building entrance.
- (g) No building sign shall extend beyond any edge of the surface to which it is attached.
- (h) A portable sign shall be allowed in the commercial and industrial districts in addition to the freestanding or detached signs allowed. The portable sign can be used for up to 30 days at a time up to three times a year (not to exceed 90 days a year) and requires a permit from the building official.
- (i) Conditional use approval. Conditional use approval of two freestanding or detached signs shall not increase the maximum aggregate sign surface area of the freestanding or detached sign in question.
- (j) The total signage allowed on a site cannot exceed 20 percent of the store front area. Transfer of area between building signs and freestanding signs is allowed.

Sec. 46-912. - Temporary signs.

- (a) *Size.* ~~Non-permanent~~ Signs announcing candidate seeking office and other data pertinent thereto shall be permitted up to a total of nine square feet on a parcel for residential land uses and 32 square feet on a parcel for commercial and industrial uses.
- (b) *Location.* All such ~~campaign~~ signs shall be located on private property. ~~In addition, campaign signs with a sign surface area of nine square feet or greater shall not be less than 30 feet from the curbing of any street intersection, Campaign signs and shall not be located in a street right-of-way.~~
- (c) *Signs over or across public streets or sidewalks.* To further the city's interests in public safety and aesthetics, except as otherwise expressly authorized by this division, signs over or across any public street ~~or sidewalk~~ are permitted only on a temporary basis and only pursuant to the obtaining of a permit under Section 62-121, et seq., of the Code of Ordinances of Quincy, Florida.

Sec. 46-913. - Murals.

All ~~murals~~mural signs shall conform to the following guidelines, except for those already in existence prior to the effective date of this division:

- (1) ~~Murals are permitted up to a size of 32 square feet~~ must be at least 15 feet in height and 30 feet in length, ~~provided that no advertising message is included, unless the advertising message is proven to be of historical significance and receives the approval hereinafter referred to in subsection 46-913(3).~~
- (2) Murals may co-exist with other types of signs.
- (3) All mural designs shall first be submitted to ~~and approved by~~ the Quincy Planning and Development Review Board prior to permitting by the building official.

Sec. 46-914. – Entrance and exit ~~Directional~~ signs.

One sign no larger than 12 square feet in size and located within 20 feet of an entrance or exit route to any use is allowed without permit.

SECTION 3. Severability.

If any portion of this Ordinance is deemed by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then the remaining provisions and portions shall remain in full force and effect.

SECTION 4. Copy on File.

A certified copy of this Ordinance shall be filed with the City Clerk of the City of Quincy.

SECTION 5. Effective Date.

This Ordinance shall take effect upon passage.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this _____ day of August, A.D. 2021.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this _____ day of August 2021.

APPROVED:

Ronte R. Harris, Mayor
Presiding Officer of the City Commission and
The City of Quincy, Florida

ATTEST:

Janice Y. Shackelford
Clerk of the City of Quincy and
Clerk of the City Commission thereof

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of May, 2019, between the City of Quincy, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and JACK L. MCLEAN JR., hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, Employee has served as interim City Manager since May 11, 2018 on the same terms and conditions of the former City Manager's employment agreement, except that the Employee's salary would, by his agreement start on June 8, 2018, the same day the former City Manager ceased employment; and

WHEREAS, Employer desires to employ the services of Employee as the City Manager of the City of Quincy, Florida, as provided by in the City of Quincy's City Charter Article III, Section 3.01; and

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Commission (1) to provide inducement for Employee to remain in such employment, (2) to act as a deterrent against malfeasance, misfeasance, and nonfeasance on the part of Employee, (3) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services at such time as he may be unable to discharge his duties or when the City Commission may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as the City Manager of the City of Quincy.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the

parties agree as follows:

Section 1. DUTIES:

Employer agrees to employ JACK L. MCLEAN JR., as the City Manager of the City of Quincy, Florida, to perform the functions and duties described in the City Charter and Code of Ordinances of the City of Quincy, Florida, and to perform other legally permissible and proper functions and duties as shall be required by the City Commission. The City Managers duties as outline in City Charter, Sec. 3.04 are:

- (1) He shall employ or appoint all city employees and appointive administrative officers provided for by or under this charter, except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. All such employees shall serve at the pleasure of the city manager, but the city manager, when he deems it necessary for the good of the service, may suspend in writing, with or without pay, or remove any employee under his jurisdiction except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (2) He shall direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by law and except for any department, office or agency whose employees are not appointed by the city manager.
- (3) Unless excused by the commission, he shall attend all commission meetings and shall have the right to take part in discussion but may not vote.
- (4) He shall see that all laws, provisions of this charter, and acts of the commission, subject to his direction and supervision, are faithfully executed.
- (5) He shall prepare and submit the annual budget to the commission.
- (6) He shall submit to the commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) He shall make such other reports as the commission may require concerning the operations of city departments, offices and agencies subject to his direction and supervision.

(8) He shall keep the commission fully advised as to the financial condition and future needs of the city and shall make such recommendations to the commission concerning the affairs of the city as he deems desirable.

(9) He shall perform such other duties as are specified in this charter or may be required by the commission.

Neither the City Commission, nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal, of officers and employees in the service of Employer, except where expressly provided for by the City Charter, state law, or through an appeal and grievance process as provided by law or local rules. The City Commission and its members shall deal with employees of the City solely through the City Manager and neither the City Commission nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. Employee will not accept or engage in any employment that affects, interferes or conflicts with his employment or the performance of his duties and will cease such employment.

Section 2. TERM AND TERMINATION:

A. This Agreement shall commence on the day and year first above written and shall continue for three years, until terminated by one of the parties. This agreement may be terminated by either party on thirty (30) days advance written notice.

B. Employee serves at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, subject only to the notice provisions set forth herein.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position as City Manager with Employer, subject only to the notice provisions set forth herein above.

D. In the event Employee is terminated Employer agrees to pay Employee a lump sum severance cash payment equivalent to three months of aggregate salary, as adjusted from time to time, including retirement and deferred compensation for that period.

E. Upon Employee's execution of this Agreement, he waives any and all rights under Section 3.02 of the City Charter.

Section 3. COMPENSATION:

Employer agrees to pay Employee for his services rendered pursuant hereto a salary of \$105,000.00 per year for his administrative and managerial duties as City Manager, payable in equal bi-weekly installments, in the same manner as a City employee classified as "full time exempt Executive." Employee's compensation will be adjusted as provided for in the Employer's Fiscal Budget for other employees.

Section 4. LIABILITY AND HEALTH INSURANCE:

A. Employer will provide life, health and any other insurance benefits to which Employee would be entitled as a City employee classified as "full-time exempt Executive"; except that Employer will purchase and pay the required premiums on term life insurance not to exceed three times the annual gross salary of the Employee. Employer agrees to provide family hospitalization, dental, cancer supplement, surgical and comprehensive medical insurance for Employee and his dependents and to pay the total premiums thereof. Upon termination of all employment with the City, Employee shall be deemed to be a retiree regardless of the date or circumstances of such termination and will be 100% vested in the plan.

B. Employer shall provide Employee with the public officials' liability insurance as provided in the ICMA public liability insurance policy or an equivalent policy from a duly licensed insurance company. The coverage limits shall be in an amount of not less than \$300,000.00.

Section 5. RETIREMENT/DEFERRED COMPENSATION:

Employee is eligible for, and will receive, retirement and deferred compensation as a City employee classified as "full-time exempt Executive" and will be 100% vested in the plan.

Section 6. VACATION AND SICK LEAVE:

Upon employment the Employee shall be credited with ten-day (10) annual leave and ten (10) days Sick Leave. Employee shall accrue and have attributed to his sick leave at the rate as if in the tenth (10th) year, and as the same may increase on an annual basis as determined by Employer's policies and Employee's length of service, or by action of the City Commission. Employee may accumulate, accrue, and carry forward from year to year all unused vacation and sick leave days until the termination date of this Agreement. or Employee's resignation or termination from employment pursuant to this Agreement, whichever occurs first. Employee shall be paid for all unused vacation and sick leave days accumulated when he leaves the employ of Employer. However, in no event shall Employee be compensated for more than 1,000 hours of unused vacation and sick leave combined.

Section 7. BONDING:

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Employer agrees to pay the cost of Employees' subscriptions to managerial and financial professional publications, professional association dues and fees, as well as

professional development courses, meetings, and seminars, including attendance costs and out- of-pocket expenses incurred during Employee's period of employment and renewals or extensions thereof.

B. Employer in consultation with Employee shall fix any other terms and conditions of employment, as may be determined necessary from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

C. Except as otherwise provided in this Agreement, all provisions of the City Code of Ordinances and policies and rules of Employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended.

Section 9. INDEMNIFICATION:

City or its designee shall defend, save harmless and indemnify Employee against any tort, professional or malpractice liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission committed by Employee within the scope of his duties as City Manager and/or any legal duties. In its sole discretion, City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 10. NOTICES:

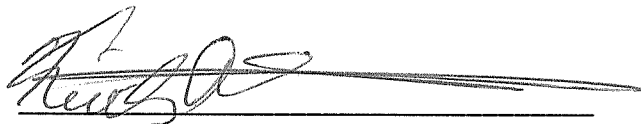
Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows as reflected on the City's

letterhead and in the Employee's personnel file. Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

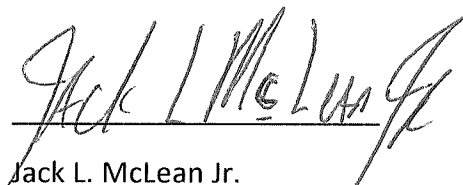
Section 11. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon all parties and inures to the benefits of the heirs at law and executors of Employee.
- C. If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain full force and effect.
- D. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain in full force and effect.

IN WITNESS WHEREFORE, the City Commission of the City of Quincy, Florida, has approved this Agreement in open session and has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.




Keith Dowdell, Mayor and
Presiding Officer of the City Commission of
The City of Quincy, Florida
EMPLOYER



Jack L. McLean Jr.
City Manager of
The City of Quincy, Florida
EMPLOYEE

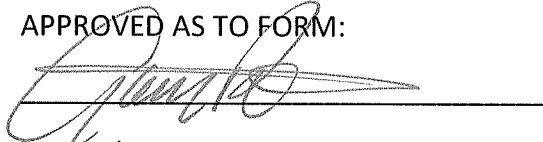
ATTEST:



Sylvia Hicks
City Clerk

(SEAL)

APPROVED AS TO FORM:



Gary Roberts
Interim City Attorney

