



# CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216  
Phone (941) 708-6130 Fax (941) 708-6134

## AGENDA JUNE 11, 2020 AT 2:00 P.M. CITY COMMISSION MEETING CITY HALL COMMISSION CHAMBERS

Optional Attendance by Telecommunications Media  
Dial in by using your phone.  
United States: +1 (224) 501-3412  
Access Code: 335-148-925

**\*Out of courtesy for others, please mute your phone when not speaking\***

**Pledge of Conduct:** We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

**CALL TO ORDER  
PLEDGE TO THE FLAG  
ROLL CALL**

### SPECIAL MEETING

**General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.**

1. General Public Comment
2. Bayfest – Mayor & Terri Kinder
3. Ordinance 20-862 – Signs – Vose
4. Budget Schedule – Mayor & LeAnne
5. Updates on Negotiations with Schoenfelder – Vose
6. Mangrove Trimming Update – Mayor
7. Parking Situation Report – Mayor
8. Ugly Grouper Negotiations Update – Mayor
9. Mayor's Comments
10. Commissioners Comments
11. City Attorney Comments
12. Staff Comments

13. **CONSENT AGENDA:** The following items are considered routine in nature and should be considered in a single motion. Items which warrant individual discussion should be removed from this list prior to the motion to adopt. Such items will be discussed separately.
  - a. Approve Minutes: Special Meeting 05/14/2020 & Regular Meeting 05/28/2020
  - b. Authorize Mayor to sign Ricoh Printer Contract (Building Department)

**Press Comment  
Adjournment**





**City of Anna Maria**  
SPECIAL EVENT INFORMATION

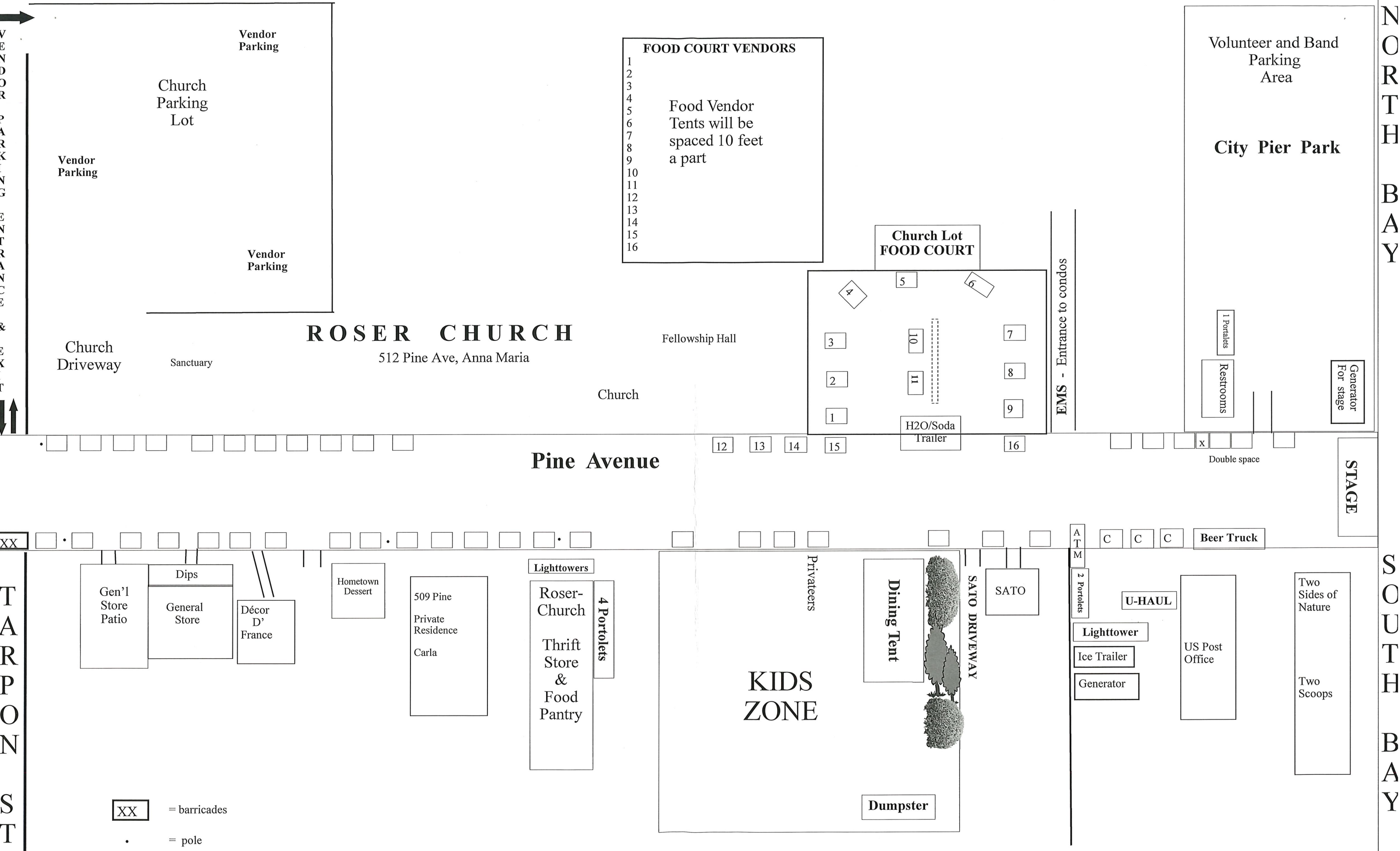
10005 Gulf Drive, PO Box 779  
Anna Maria, FL 34216

EVENT INFORMATION						
Name of Applicant:				Applicant Phone #:		
Name of Event:						
Date of Event:		Time of Event	Start Time:	AM <input type="checkbox"/> PM <input type="checkbox"/>	End Time:	AM <input type="checkbox"/> PM <input type="checkbox"/>
Description:						
Est. Number of People to attend:						
Activities:	Vendors <input type="checkbox"/>	Food Services <input type="checkbox"/>	Fireworks <input type="checkbox"/>	Signs <input type="checkbox"/>	Balloons/Banners <input type="checkbox"/>	
	Cookout <input type="checkbox"/>	Tents <input type="checkbox"/>	Parking <input type="checkbox"/>	Music/Amplification <input type="checkbox"/>		
	Alcohol <input type="checkbox"/>	Use of City's electrical hookup, if available <input type="checkbox"/>				
DEPARTMENT APPROVALS						
Public Works	YES <input type="checkbox"/>	NO <input type="checkbox"/>	West Manatee Fire Rescue	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Manatee County Sheriff's Department	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Other	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
INSURANCE						
Certificate of Liability Insurance:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Expiration Date:			
Alcohol Rider:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Expiration Date:			
SPECIAL EVENT MAP						
OTHER COMMENTS						
STAFF RECOMMENDATION						
City Staff Recommendation	APPROVE <input type="checkbox"/>			DISAPPROVE <input type="checkbox"/>		

VENDOR PARKING ENTRANCE & EXIT

NORTH BAY

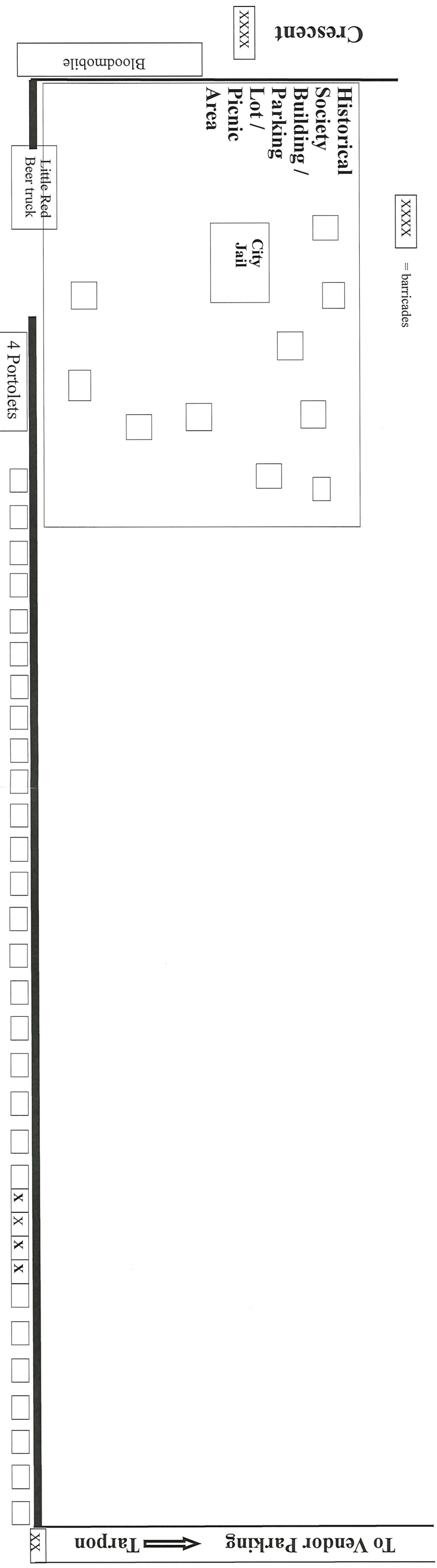
SOUTH BAY



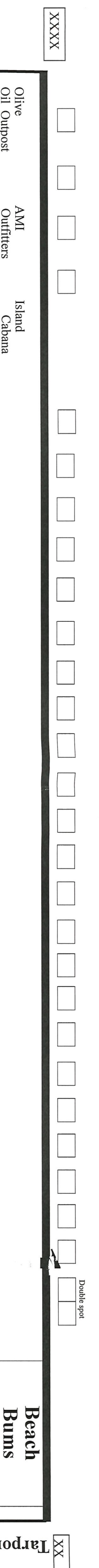
XX = barricades  
 . = pole

This block will have arts, crafts, and retail vendors.  
 Non Profits will be located in the parking lot and picnic areas of the Historical Society

XXXX = barricades



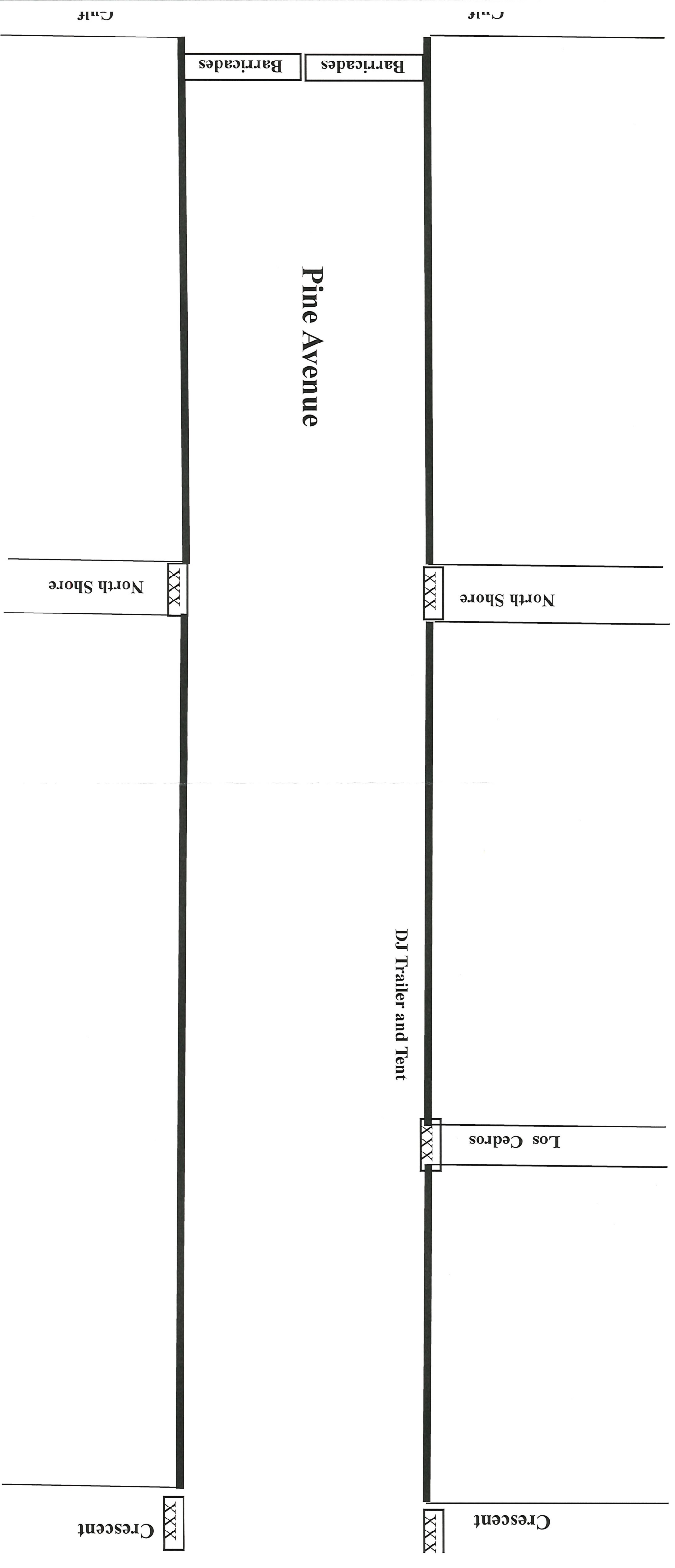
**Pine Avenue**



# CAR SHOW AREA

## 10am—3pm

Car show vehicles will be parked for display on both the north and south sides of Pine Avenue between Crescent and Gulf



XXXX = Barricades

ORDINANCE NO. 20-862

AN ORDINANCE OF THE CITY OF ANNA MARIA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANNA MARIA, FLORIDA, BY REPLACING THE EXISTING CHAPTER 98, "SIGNS" WITH A NEW CHAPTER 98, "SIGNS"; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ANNA MARIA, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 98, "Signs", of the Code of Ordinances of the City of Anna Maria, Florida, is hereby replaced to read as follows:

Chapter 98 – SIGNS

ARTICLE I. - IN GENERAL

Sec. 98-1. - Purpose of chapter.

(a) The purpose of this chapter is to establish standards for the fabrication, erection and use of signs, symbols, markings and advertising devices within the city. These standards are designed to protect and promote the public welfare, health and safety of persons within the community, and to aid in the development and promotion of personal expression and business by providing sign regulations which encourage aesthetic creativity, effectiveness and flexibility in the design and use of such devices, without creating detriment to the general public. It is acknowledged that due to court decisions, the prior version of this sign code potentially could have been found invalid, and the amendments reflected in this chapter are intended to conform to changes in the law with the goal of content neutrality.

(b) This chapter authorizes the use of signs provided they are:

- (1) Compatible with their surroundings, pursuant to the objectives of proper design and zoning amenities.
(2) Designed, installed and maintained to meet the sign user's needs while at the same time promoting the pleasant environment desired by the general public.
(3) Designed, constructed, installed and maintained in such a manner that they do not endanger public safety or traffic safety.
(4) Legible, readable and visible in the circumstances in which they are used.

- 46 (5) Respectful of the reasonable rights of other displayers of signs whose messages are  
47 displayed.  
48

49 **Sec. 98-2. - Definitions.**  
50

51 The following words, terms and phrases, when used in this chapter, shall have the meanings  
52 ascribed to them in this section, except where the context clearly indicates a different meaning:  
53

54 *Area of sign* means the area of the largest single face of the sign within a perimeter which  
55 forms the outside shape, including any frame, or forms an integral part of the display, but excluding  
56 the necessary supports or uprights on which the sign may be placed. If the sign consists of more  
57 than one section or module, all areas will be totaled. Where poster panels or bulletins are installed  
58 back to back, one face only is considered as area. If there is a difference, the larger face will be  
59 counted.  
60

61 *Billboard* means an outdoor sign of one of the following three main types, or any other  
62 outdoor sign similar thereto:  
63

- 64 (1) Poster panels or bulletins normally mounted on a building wall, roof or freestanding  
65 structure with advertising copy in the form of pasted paper or film.  
66  
67 (2) Multiprism signs alternating advertising messages on one displayed area.  
68  
69 (3) Painted bulletins, where the message is painted directly on the background of a wall-  
70 mounted, roof or freestanding display area.  
71

72 *Building face or wall* means all window and wall area of a building in one plane or elevation.  
73

74 *Building frontage* means the linear width of a building facing the right-of-way or the linear  
75 length of the right-of-way facing the building, whichever is smaller.  
76

77 *Construction site* means a location in the city which is subject to a currently valid building  
78 permit issued by the city. Once a Certificate of Occupancy or Certificate of Completion has been  
79 issued for a location, such location shall no longer be considered a construction site.  
80

81 *Empty lot* means a lot or parcel in the city which has no structure located thereon and is not a  
82 construction site.  
83

84 *Erected* means attached, altered, built, constructed, reconstructed, enlarged or moved, and  
85 shall include the painting of wall signs, but does not include copy changes on any sign.  
86

87 *Height of sign* means the vertical distance measured from the adjacent street grade or upper  
88 surface of the street curb to the highest point of the sign.  
89

90 *Nonconforming sign* means any sign which was lawfully erected and maintained prior to such  
91 time as it came within the purview of this chapter and which fails to conform to all applicable



92 regulations and restrictions of this chapter, or a nonconforming sign for which a special permit has  
93 been issued.

94  
95 *Permanent sign* means a sign which is intended to remain in its location for a permanent or  
96 indefinite period of time.

97  
98 *Painted wall sign* means a sign painted directly on the exterior wall of a building.

99  
100 *Portable sign* means any sign not permanently attached to the ground or a building.

101  
102 *Property or premises means* a single address, or if two or more addresses are joined for  
103 purposes of one use, then that collective group of addresses shall be considered to be one property  
104 or premises.

105  
106 *Sign* means any identification, description, illustration, symbol, statue or device, illuminated  
107 or non-illuminated, which is visible from any public place, designed to advertise, identify or  
108 convey information, including any landscaping where letters or numbers are used for the purpose  
109 of directing the public's attention to a product or location, with the exception of window displays,  
110 house numbers, garden décor, holiday decorations murals, designated construction site signs  
111 pursuant to F.S. 810.09, and flags. For the purpose of removal, the term "sign" shall also include  
112 all sign structures.

113  
114 *Temporary sign* means a sign that is intended to remain in its location for either of the  
115 following:

116  
117 (a) during a period of time before a particular event when the date of the particular event is  
118 known at the time the sign is erected (hereinafter "Predictable Event"). Examples of a  
119 Predictable Event ~~n-event or occurrence the date of which is predictable or known,~~ shall  
120 be such things as an election, a bake sale, a grand opening, a wedding, a parade, a birthday  
121 celebration, a church bazaar, etc.; or

122  
123 (b) during a relevant period of time related to a particular event or time when the particular  
124 event is not predictable at the time the sign is erected (hereinafter "Unpredictable  
125 Event"). Examples of an Unpredictable ~~E~~event ~~or occurrence the date of which is not~~  
126 ~~predictable at the time the sign is erected,~~ shall be such things as when a property is sold  
127 or rented, the time before the birth of a baby or the birth of pets, etc.

128  
129 **Sec. 98-3. - Consent of property owner required.**

130  
131 No person shall erect, construct or maintain any sign upon any property or building without  
132 the consent of the owner or person in possession of the property or building, if any, or their  
133 authorized representatives. For purposes of this ordinance, the term *person in possession* shall  
134 mean a person who is entitled to possession for a period of six (6) months or longer.

135  
136 **Sec. 98-4. - Use of vehicles for signs.**

137

138 (a) No person shall operate or park any vehicle or trailer on a public right-of-way or public  
139 property so as to be visible from a public right-of-way, which has attached thereto or located  
140 thereon any sign for the primary purpose of directing people to a business or activity located on  
141 the same or nearby property or any other premises.

142  
143 (b) This section is not intended to prohibit a sign attached to or lettered on a motor vehicle unless  
144 the primary purpose of such vehicle is for such advertising or direction of people.

145  
146 **Sec. 98-5. - Abandonment.**  
147

148 No person shall abandon any sign anywhere in the city.

149  
150 **Sec. 98-6. - Prohibited signs.**  
151

152 The following types of signs are expressly prohibited, except as otherwise provided by this  
153 chapter:

154  
155 (1) Other than a governmentally placed traffic control device, any animated and intensely lighted  
156 sign which is animated by means of flashing, scintillating, blinking or traveling lights or any other  
157 means not providing constant illumination, or any sign which is rapidly pulsating, or which has  
158 flashing or vibrating lights; however, an electric sign may have a simple on-and-off lighting  
159 sequence if the sign is not otherwise animated or pulsating in character.

160  
161 (2) Billboards or other signs exceeding 16 square feet of area of sign except for signs existing or  
162 permitted prior to October 15, 2011.

163  
164 (3) Exterior signs which are made using electrified luminous tube lights that contain rarefied neon  
165 or other gases.

166  
167 (4) Signs which are visible from a public way, tacked, posted or otherwise affixed on trees, poles,  
168 posts, fences or other structures, other than a governmentally placed sign placed for a governmental  
169 function.

170  
171 (5) Any sign or any portion thereof which moves or assumes any motion constituting a  
172 nonstationary or non-fixed condition.

173  
174 (6) Any sign placed on any curb, sidewalk, post, pole, hydrant, bridge, tree or other surface  
175 located on any property or over or across any street or public thoroughfare, other than a  
176 governmentally placed sign placed for a governmental purpose.

177  
178 (7) Miscellaneous signage - Banners, pennants, searchlights, twirling signs, sidewalk or curb  
179 signs, balloons or other gas-filled figures.

180  
181 (8) Signs which bear or contain statements, words or pictures of an obscene or pornographic  
182 character.

183

184 (9) Signs which are painted on or attached to any fence, or to any wall or structure (other than  
185 structures for permitted signs) which is not structurally a part of a building, except for signs  
186 specifically permitted under this Chapter.

187  
188 (10) Signs which operate or employ any stereopticon or motion picture projection or media in  
189 conjunction with any advertisements, or have visible moving parts or give the illusion of motion.

190  
191 (11) Signs which emit audible sound.

192  
193 (12) Signs which purport to be, or are an imitation of, or resemble, an official traffic sign or  
194 signal.

195  
196 (13) Signs which, by reason of their size, location, movement, content, coloring or manner of  
197 illumination, may be confused with or constructed as a traffic control sign, signal or device, or the  
198 light of an emergency or road equipment vehicle, or which hide from view any traffic or street sign  
199 or signal or device.

200  
201 (14) Window signs covering more than 20 percent of each window.

202  
203 (16) A-frame sandwich boards.

204  
205 (17) Signs whose informational content can be changed or altered by manual or electric, electro-  
206 mechanical or electronic means (i.e. changeable copy signs and signs with light-emitting diode  
207 (LED) displays) are prohibited in all zone districts except the PSP and PRA zone districts.

208  
209 (18) Electronic billboards.

210  
211 (19) Any sign with lighting that is not in conformance with the requirements of Chapter 14,  
212 Article II, Sea Turtles.

213  
214 Otherwise prohibited signs may be specifically permitted by the city commission, at the reasonable  
215 discretion of the city commission, for special events upon application to and approval of the special  
216 event along with a detailed description of the sign(s) desired that is(are) otherwise prohibited,  
217 along with other relevant information such as the locations(s) and numbers of such signs.

218  
219 (20) Portable signs.

220  
221 **Sec. 98-7. – Empty lot sign.**

222  
223 An empty lot shall only be permitted to have one (1) temporary sign on the empty lot which shall  
224 be no larger than four (4) square feet and located in view of a street or streets, but no closer than  
225 ten (10) feet from the right of way. No permit shall be required for such sign. Permanent signs are  
226 not permitted on empty lots. No other sign, whether exempt or not, shall be allowed on an empty  
227 lot. Empty lot signs must be placed parallel to main thoroughfare and must be one-sided signs.

228  
229 **Sec. 98-8. - Legal nonconforming signs/Grandfathering.**

230

231 (a) *Signs eligible for characterization as legal nonconforming signs.* Any permanent and non-  
232 movable sign located within the city limits on February 28, 1984, or on January 1, 2020, which  
233 does not conform with the provisions of this chapter is eligible for characterization as a legal  
234 nonconforming sign, if the sign was in compliance with applicable law or ordinances on either of  
235 those dates.

236

237 (b) *Loss of legal nonconforming status.* A legal nonconforming sign shall immediately lose its  
238 legal nonconforming designation if:

239

240 (1) The sign is altered in any way in structure which makes or tends to make the sign less  
241 in compliance with the requirements of this chapter than it was before the alteration.

242

243 (2) The sign structure is relocated to a position making it less in compliance with the  
244 requirements of this chapter.

245

246 (3) The sign, except for copy on a changeable copy sign, is replaced.

247

248 On the happening of any one of things described in subsection (1), (2) or (3) of this subsection, the  
249 sign shall be immediately brought into compliance with this chapter, with a new permit secured  
250 therefor if required, or shall be removed.

251

252 (c) *Sign maintenance and repair.* Nothing in this section shall relieve the owner or user of a legal  
253 nonconforming sign or owner of the property on which the legal nonconforming sign is located  
254 from the provisions of this chapter regarding safety, maintenance and repair of signs contained in  
255 this chapter; provided, however, that any repainting, cleaning and other normal maintenance or  
256 repair of the sign or sign structure shall not modify the sign structure in any way which makes it  
257 more nonconforming. If a nonconforming sign is damaged to the extent that the cost to repair it is  
258 50% or more of the cost to purchase a conforming replacement sign, the sign must be brought into  
259 conformance.

260

261 **Sec. 98-9. - Maintenance; removal.**

262

263 (a) *Maintenance and repair.* Every sign shall comply with the construction standards of the  
264 building code adopted in section 74-31 and shall be maintained in a safe, presentable and good  
265 structural material condition at all times, including the repair or replacement of defective parts,  
266 painting, repainting, cleaning and the acts required for the maintenance of the sign. The building  
267 official shall require compliance with all standards of this chapter. If the sign does not comply with  
268 adequate safety and maintenance standards, the building official may initiate enforcement  
269 proceedings to compel compliance with the standards of this chapter.

270

271 (b) *Abandoned signs.* Except as otherwise provided in this chapter, any sign which is located on  
272 property which becomes vacant and unoccupied for a period of three months or more, or any sign  
273 which pertains to a time, event or purpose which no longer applies, shall be deemed to have been  
274 abandoned, except for signs that are being used for a purpose related to the fact that the property  
275 is vacant and unoccupied such as a for sale or for lease sign. Permanent signs applicable to a

276 business or property temporarily suspended because of a change of ownership or management of  
277 such business shall not be deemed abandoned unless the property remains vacant for a period of  
278 six months or more. Abandoned signs shall be removed by the owner of the premises on which the  
279 sign is located. Intermittent use of a property shall prevent a sign from being considered to be  
280 abandoned.

281  
282 (c) *Dangerous or defective signs.* No person shall maintain or permit to be maintained on any  
283 premises owned or controlled by him any sign which is in a dangerous or defective condition. Any  
284 such sign shall be removed or repaired by the owner of the premises or the owner of the sign. Upon  
285 failure of the owners to remove or repair a dangerous or defective sign, the building official may  
286 initiate proceedings to compel compliance with this chapter; provided, however, if a dangerous or  
287 defective sign presents an immediate danger to persons or property, as reasonably determined by  
288 the building official at his reasonable discretion, the building official may take such actions,  
289 including but not limited to the removal of the dangerous or defective sign or part(s) of it, as the  
290 building official deems appropriate to protect the public.

291  
292 (d) *Unlawful signs.* No person shall erect or permit to be erected any sign which does not comply  
293 with the provisions of this chapter.

294  
295 (e) *Removal of signs by city.* The building official shall initiate proceedings by the city's code  
296 enforcement magistrate to require any sign to be removed that endangers the public safety such as  
297 an abandoned, dangerous, or materially, electrically or structurally defective sign, or a sign for  
298 which no permit has been issued, or a sign which is otherwise illegal under this code. Signs located  
299 on city property or on city rights-of-way may be removed without resorting to the magistrate.

300  
301 **Sec. 98-10. - Conflicting provisions.**  
302

303 If any portion of this chapter is found to be in conflict with any other provision of this Code,  
304 the provision which establishes the higher standard shall prevail.

305  
306 **Sec. 98-11. - Maintenance of signs; order to repair sign.**  
307

308 Every sign in the city, including any sign exempted from normal permit requirements, shall  
309 be maintained in good structural condition at all times, and shall be kept neatly painted, including  
310 all parts and supports. The building official shall have the authority to order the painting, repair,  
311 alteration or removal of signs which become dilapidated or are abandoned, or which constitute a  
312 physical hazard to the public safety; provided, however, signs that are damaged by a sudden  
313 occurrence may be repaired without the necessity of a permit for such repair.

314  
315 **Sec. 98-12. - Authority of enforcement officer regarding dangerous signs.**  
316

317 The building official may declare any sign unlawful if it endangers public safety by reason of  
318 inadequate maintenance, dilapidation or abandonment. Any such declaration shall state the reasons  
319 of the building official for stating that any sign owned, kept, displayed or maintained by any person  
320 within the city is unlawful pursuant to the provisions of this chapter, and such sign is hereby  
321 declared to be in violation of this chapter.

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**Sec. 98-13. - Compliance with building regulations.**

All signs shall comply with the appropriate detailed provisions of the city building codes and ordinances and code provisions relating to design, structural members and connections. Signs shall also comply with the provisions of the electrical code and the additional construction standards set forth in this chapter.

**Sec. 98-14. - Obstruction of exits.**

No sign shall be erected, constructed or maintained so as to obstruct any fire escape, required exit, window or door opening used as a means of egress.

**Sec. 98-15. - Obstruction of ventilation.**

No sign shall be attached in any form, shape or manner which will interfere with any opening required for ventilation, except that such signs may be erected in front of and may cover transom windows when not in violation of the provisions of the building or fire prevention code or provisions of this Code.

**Sec. 98-16. - Clearance from power lines and utility guy wires.**

Signs shall be located not less than eight feet horizontally or 13 feet vertically from overhead electrical conductors which are energized in excess of 750 volts. Signs located in the vicinity of electrical conductors energized with less than 750 volts shall maintain horizontal or vertical clearances from all overhead electrical conductors in accordance with the specifications of the electrical code. However, in no case shall a sign be installed closer than 36 inches horizontally or vertically from any electrical conductor or public utility guy wire.

**Sec. 98-17. - Electric signs.**

All electric signs shall conform to the standards of the electrical code. The full number of illuminating elements thereof shall be kept in safe and working condition, or immediately repaired or replaced if faulty. Signs that are only partially illuminated shall meet all electrical requirements for that portion directly illuminated. All electric signs shall have a disconnect switch located in accordance with the provisions of the building code.

**Sec. 98-18. - Anchoring.**

Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections. No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action, unless specifically designed by means of bearings or other methods approved to allow for movement.

**Sec. 98-19. - Compliance with the signage regulations.**

368 Any modification, except for sign maintenance and repair, of an existing nonconforming sign,  
369 requiring a sign permit (e.g., change of sign face, structure modifications, etc.) shall be brought  
370 into compliance with the current sign regulations.

371  
372 **Sec. 98-20. - Substitution clause.**  
373

374 The regulations set forth in chapter 98, signs, shall be interpreted such that non-commercial  
375 copy may be substituted for commercial copy wherever the same appears.  
376

377 **Secs. 98-21.—98-30. - Reserved.**  
378

379 **ARTICLE II. – PERMITS**  
380

381 **Sec. 98-31. – Permits required.**  
382

383 Except as otherwise provided in this chapter, it shall be unlawful for any person to erect,  
384 construct, enlarge, move or convert any sign in the city, or cause such acts to be done, without first  
385 obtaining a sign permit for each such sign from the building official as required by this article.  
386 These directives shall not be construed to require any permit for a change of copy on any sign, or  
387 for the repainting, cleaning and other normal maintenance or repair of a sign or sign structure for  
388 which a permit has previously been issued, so long as the sign or sign structure is not modified in  
389 any way. No new permit is required for signs which have permits and which conform to the  
390 requirements of this chapter on February 28, 1984, unless and until the sign is altered or relocated.

391  
392 **Sec. 98-32. - Application.**  
393

394 Application for a permit under this article shall be made to the building official upon a form  
395 provided by the building official and shall be accompanied by such information as may be required  
396 to ensure compliance with all appropriate laws and regulations of the city, including:

- 397  
398 (1) The name and address of the owner of the sign.  
399  
400 (2) The name and address of the owner or the person in possession of the premises where the sign  
401 is located or to be located.  
402  
403 (3) Clear and legible drawings with a description definitely showing the location of the sign which  
404 is the subject of the permit and all other existing signs whose construction requires permits, when  
405 such signs are on the same premises.  
406  
407 (4) Drawings showing the dimension, construction supports, sizes, foundation, electrical wiring  
408 and components, and materials of the sign and method of attachment and character of structural  
409 members to which attachment is to be made. The design, quality, materials and loading shall  
410 conform to the requirements of all applicable building provisions and codes. If required by the  
411 building official, engineering data shall be supplied on plans submitted certified by a duly licensed  
412 structural engineer.  
413

414 **Sec. 98-33. - Issuance.**  
415

416 (a) The building official shall issue a permit for the erection, alteration or relocation of a sign  
417 within the city when an application therefor has been properly made and the sign complies with  
418 all appropriate laws, ordinances and code provisions.

419  
420 (b) If the building official is not certain that any proposed sign which requires a sign permit meets  
421 all of the requirements of this chapter, he shall submit such request for a sign permit to the Planning  
422 and Zoning Board for its decision on the issuance of the sign permit. A decision by the Planning  
423 and Zoning Board may be appealed within 30 days to the City Commission, and the decision of  
424 the City Commission shall be final.

425  
426 **Sec. 98-34. - Expiration.**  
427

428 Any sign permit issued by the building official shall become null and void if the sign is not  
429 installed within one year after the issuance of the permit.

430  
431 **Sec. 98-35. - Suspension or revocation.**  
432

433 The building official may, in writing, suspend or revoke a permit issued under provisions of  
434 this article whenever the permit is issued on the basis of a misstatement of material fact or fraud.  
435 When a sign permit is denied by the building official, he shall give written notice of the denial to  
436 the applicant, together with a brief written statement of the reasons for the denial.

437  
438 **Sec. 98-36. - Permit not to constitute permission for maintenance of unlawful sign.**  
439

440 No permit for a sign issued under this article shall be deemed to constitute permission or  
441 authorization to maintain an unlawful sign, nor shall any permit issued under this article constitute  
442 a defense in an action to abate an unlawful sign.

443  
444 **Sec. 98-37. - Appeals.**  
445

446 (a) *Appeal of failure to take action on permit within 30 days.* The failure of the building official  
447 to either formally grant or deny a sign application within 30 days of the date an application meeting  
448 the requirements of this chapter is filed shall be grounds for appeal to the city commission.

449  
450 (b) *Appeal of denial of permit.* Appeal may be taken to the planning and zoning board from the  
451 denial of a sign permit by the building official, and an appeal of a decision of the planning and  
452 zoning board shall be to the city commission, which decision shall be final.

453  
454 **Sec. 98-38. - Operations not requiring permit.**  
455

456 The following operations shall not be considered as creating a sign insofar as requiring the  
457 issuance of a sign permit, but the signs must be in conformance with all other building, structural  
458 and electrical codes, chapter 114, pertaining to zoning, and other provisions of this Code:

459



460 (1) Changing of the advertising copy or message on an existing approved painted or printed sign,  
461 marquee, changeable copy sign or similar approved sign, whether electrical, illuminated, an  
462 electronic changing message center or a non-illuminated painted message, which are all  
463 specifically designed for the use of replaceable copy.

464  
465 (2) Painting, repainting, cleaning or other normal maintenance and repair of a sign not involving  
466 structural changes. Replacement of the plastic face will be included as an exempt operation  
467 provided that it is due to a change caused by breakage or deterioration of the face.

468  
469 (3) Changes in the content of show window displays and permitted temporary signs.

470

471 **Sec. 98-39. - Exempt signs.**

472

473 The following shall not require a sign permit, but must conform to all other building,  
474 structural and electrical codes, chapter 114, pertaining to zoning, and other provisions of this Code:

475

476 (1) *Sign at construction site.* Only one sign on each construction site not exceeding four square  
477 feet in area of sign, provided that such sign complies with Articles III or IV, as applicable, of these  
478 regulations. In the event there is a violation of this restriction on construction site signage, the  
479 city shall not conduct any building inspection while such violation is present. No Certificate of  
480 Occupancy or Certificate of Completion shall be issued by the city unless and until any  
481 construction site sign has been removed from the site.

482

483 (2) *Flags.* Provided, however, flags shall not be permitted at construction sites or on empty lots.

484

485 (3) Signs placed on the public right-of-way or on public property by or on the order of a public  
486 officer in the performance of his public duty.

487

488 (4) In addition to any other permitted sign hereunder, one sign, not exceeding two square feet in  
489 area, shall be permitted for each residential building or unit when the sign is attached to the  
490 structure.

491

492 (5) This ordinance shall not regulate signs located within the interior of any building or stadium,  
493 or shopping center, or within an enclosed lobby or court of any building, and signs for and located  
494 within the inner or outer lobby, court or entrance of any theater. This does not, however, exempt  
495 such signs from the structural, electrical or material specifications as set out in this Code.

496

497 (6) Signs not to exceed 4 square feet engraved into the masonry surface or inlaid into the structure  
498 and made of bronze or other incombustible material, or plaques fasten directly to the building.

499

500 (7) *Bulletin boards.* Bulletin boards not over 24 square feet in area when they were in existence  
501 as of September 1, 2019.

502

503 ~~(8) *Plaques.* Plaques not more than 2½ square feet in area which are fastened directly to the~~  
504 ~~building.~~

505

506 ~~(89)~~ *Legally required or sanctioned signs.* Signs required or specifically authorized for a public  
507 purpose by any law, statute, ordinance, or resolution which may be of any type, number, area,  
508 height above grade, location, illumination or animation required by the law, statute, ordinance or  
509 resolution under which the signs are erected.

510  
511 ~~(940)~~ *Signs in display windows.* Signs in the display window of a business use which are  
512 incorporated with a display.

513  
514 ~~(1044)~~ *Temporary signs for Predictable Events.* One temporary sign not exceeding four square  
515 feet in area pertaining to a Predictable Eevents, provided that such signs isare posted only during  
516 the event and no more than seven (7) days before the event and isare removed no more than two  
517 (2) days after the event. The city commission may grant a temporary permit for signs or banners  
518 over a street or public way. The number of temporary signs of any kind on a property shall be  
519 unlimited 30 days prior to a public election held in the city. This subsection does not address  
520 temporary signs otherwise controlled by a special event permit. At no time shall there be more  
521 than one sign for an event, whether it is for a Predictable Event or an Unpredictable Event.

522  
523 (11) Temporary signs for Unpredictable Events. One temporary sign not exceeding four square  
524 feet in area pertaining to an Unpredictable Event, provided that such sign is removed no more than  
525 two (2) days after the event. The city commission may grant a temporary permit for signs or  
526 banners over a street or public way. The number of temporary signs of any kind on a property shall  
527 be unlimited 30 days prior to a public election held in the city. This subsection does not address  
528 temporary signs otherwise controlled by a special event permit. At no time shall there be more  
529 than one sign for an event, whether it is for a Predictable Event or an Unpredictable Event.

530  
531  
532 **Secs. 98-40—98-60. - Reserved.**

533  
534 **ARTICLE III. REGULATIONS - RESIDENTIAL**

535  
536 **Sec. 98-61. – Permanent signs in residential districts.**

537  
538 Unless otherwise allowed in this chapter, the following criteria shall govern the placement  
539 and size of signs in residential districts:

540  
541 (1) No more than one permanent sign shall be placed upon a property or premises. Balloons,  
542 streamers, or similar attention attracting items may not be attached to the sign.

543  
544 (2) The maximum size of a sign shall be four square feet (single surface) and the sign body shall  
545 be oriented parallel to the street and located no closer than ten feet from the right of way. Signs  
546 shall be one-sided only. The maximum height of the sign shall be three feet from the surrounding  
547 grade, except that signs affixed to the façade of the house may be any height, but not on the roof  
548 or above the roofline. Fixed attachments or information boxes are not allowed. Persons desiring to  
549 install signs in excess of four square feet as provided in this section may apply for sign permits  
550 pursuant to section 98-32.

551

552 (3) The sign shall be non-moving free-standing, and securely anchored into the ground with a  
553 metal frame.

554  
555 (4) Colors shall not be florescent.

556  
557 **Sec. 98-74. - Signs, special exception - commercial.**  
558

559 (a) A property owner may apply for a special exception from the requirements of section 98-61,  
560 permanent signs in residential districts. The intent of this special exception provision is to allow  
561 equitable adjustment of said provisions to allow an applicant to have the same sign exposure as  
562 other sign owners that are in compliance with the sign provisions of the Code.

563  
564 (b) A special exception from the requirements of section 98-61, permanent signs in residential  
565 districts, shall not be granted by the Planning and Zoning Board unless and until a written request  
566 for a sign special exception has been submitted demonstrating the following standards:

567  
568 (1) That special conditions and circumstances exist such as, but not limited to, building  
569 orientation, vehicular circulation or vision obstruction (excluding landscaping) that  
570 are peculiar to the lot or parcel or structure that create a site specific justification for  
571 the exception; and

572  
573 (2) That a literal interpretation of the provisions of section 98-61, permanent signs in  
574 residential districts, would deprive the property owner of rights commonly enjoyed  
575 by other property owners of lands or structures of similar character;

576  
577 (3) That the special conditions and circumstances do not result from the action of the  
578 applicant; and

579  
580 (4) That the sign special exception request is the minimum measure needed to address the  
581 special conditions and circumstances that justify the special exception; and

582  
583 (5) That the sign special exception will be in harmony with the general purpose and intent  
584 of this chapter and will not be injurious to the neighborhood, or surrounding property,  
585 and will not otherwise detrimental to safe and convenient use of nearby rights-of-  
586 way.

587  
588 The relief granted shall be limited to such relief necessary to allow the applicant to have the same  
589 sign exposure as other sign owners with the applicant's type of sign. Other granted special  
590 exceptions shall not be used in this comparison.

591  
592 (c) The applicant shall have the burden of proof which shall include the burden of going forward  
593 with the evidence and the burden of persuasion on all issues which are to be determined by the city  
594 governing body.

595  
596 (d) The planning and zoning board may grant a sign special exception different than that requested  
597 by the property owner. Further, the planning and zoning board may limit or prohibit other signage

598 within the lot or parcel which might otherwise be allowed as a condition to granting a sign special  
599 exception.

600  
601 (e) If the circumstances giving justification for an approved sign special exception no longer  
602 exists, the planning and zoning board may request removal of such approved sign.

603  
604 (f) When the planning and zoning board considers a sign special exception, notice of the meeting  
605 shall be placed in a newspaper of general circulation at least ten calendar days prior to such  
606 meeting.

607  
608 (g) The processing fee for a sign special exception shall be set by resolution.  
609

610 **Secs. 98-62 – 98-69. - Reserved.**

611  
612 **ARTICLE IV. REGULATIONS - COMMERCIAL**

613  
614 **Sec. 98-70. – Signs on business/commercial properties.**  
615

616 The following specifications shall apply to signs at the site of business operations, including  
617 without limitation signs erected in C-1 and ROR zoned premises:

618  
619 (1) Each separate address housing one or more legal existing commercial use(s) shall be permitted  
620 a single sign. Such sign shall have an area not exceeding an overall outside dimension of 16 square  
621 feet, plus a three-inch frame. If a new address is created by the splitting of an existing location for  
622 an address or otherwise, no additional sign for that new address shall be allowed without the  
623 specific approval of the city planner. In making the determination as to whether an additional sign  
624 should be allowed, the city planner shall consider the following factors with the goal being to allow  
625 an additional sign for a new address unless the allowance of such additional sign would cause  
626 undue congestion of signs in the immediate area: a) the number of existing signs in the immediate  
627 area; b) the area of the commercial space constituting the new address; c) whether the business  
628 located at the new address is affiliated with the business at another adjacent address; and d) the  
629 feasibility of the new address sharing a sign with an adjacent address. The written determination  
630 of the city planner hereunder may be appealed in writing by any interested party within twenty  
631 (20) days after the written determination. Such appeal shall be to the Planning and Zoning Board,  
632 and that board's decision shall be final, and only appealable as provided by Florida law.

633  
634 (2) No sign or sign structure, or part thereof, shall exceed 12 feet in height above the ground, or  
635 the roofline of the building, whichever is lower, or exceed five feet in width.

636  
637 (3) On a parcel of property that contains two or more separate business entities, such parcel shall  
638 have the following options regarding erection of signs:

- 639  
640 a. Each business may erect one wall sign or overhang sign not to exceed ten square feet.  
641 Wall signs shall be painted directly on the building or attached to the building and  
642 supported throughout the entire length of the facade of the building; or  
643

644 b. Each business may erect one sign for the entire parcel of property not to exceed four  
645 square feet and placed on the main freestanding sign structure, and each individual  
646 business may have one door sign not to exceed three square feet for each customer  
647 entrance not to exceed two customer entrances per business.

648  
649 (4) Any freestanding sign on the premises which is not attached to the building must be limited  
650 in size to an area of 16 square feet in dimension plus a three-inch frame.

651  
652 (5) A board may be erected at or near the main entrance and shall not exceed four square feet in  
653 size. If the board is a free standing sign, the sign shall not exceed five feet in height above the  
654 surrounding grade.

655  
656 (6) Signs shall not use day glow or neon type colors.

657  
658 **Sec. 98-71. - Other signs.**

659  
660 (a) The following specifications shall apply to other signs on C-1 or ROR zoned properties:

661  
662 (1) Both the design and location of such signs must be approved by the planning and zoning  
663 board, which shall examine the application for the sign permit and materials accompanying each  
664 application to determine whether the proposed sign complies with the purposes and requirements  
665 of this chapter. Then the planning and zoning board shall forward its recommendations for the  
666 granting or denial of each such application for permit to the city commission for its decision. The  
667 content of the sign shall not be a factor in the granting or denying of such sign.

668  
669 (2) The maximum area of such “other sign” shall not exceed four square feet. Such signs may be  
670 erected only on premises zoned C-1 or ROR.

671  
672 (3) There shall be no more than one “other sign”.

673  
674 **Sec. 98-72. - Sign illumination standards.**

675  
676 (a) The area occupied by the luminaire and its supports will not be included when calculating the  
677 square footage of the sign.

678  
679 (b) Signs that are illuminated shall only be illuminated in accordance with the following additional  
680 standards:

681  
682 (1) Illumination shall be with white light only.

683  
684 (2) Illumination shall be with fluorescent bulbs or lamps, or LED bulbs or lamps only.  
685 Fluorescent fixtures shall be of the enclosed type with a gasketed lens and a wet  
686 location label.

687  
688 (3) One fixture is allowed per sign face.

689

- 690 (4) The maximum shall not exceed 36 watts per sign face.  
691  
692 (5) A full cutoff fixture for lighting a sign face shall be designed and positioned no higher  
693 than the top edge of the sign face. Only downlighting shall be permitted.  
694  
695 (6) No sign including awnings, shall have internal illumination.  
696

697 **Sec. 98-73. - Supporting structures for freestanding signs.**  
698

699 All non-residential freestanding sign structures or poles shall be self-supporting structures  
700 erected on and permanently attached to concrete foundations. Foundations shall be designed to  
701 carry the weight and wind load of the sign in the soil in which the foundation is placed. Such  
702 structures or poles shall be fabricated only from painted or galvanized steel or such other materials  
703 as may provide equal strength.  
704

705 **Sec. 98-74. - Signs, special exception - commercial.**  
706

707 (a) A property or business owner may apply for a special exception from the requirements  
708 of ~~section 98-61, permanent signs in residential districts; and~~ section 98-70, signs on  
709 business/commercial properties. The intent of this special exception provision is to allow equitable  
710 adjustment of said provisions to allow an applicant to have the same sign exposure as other sign  
711 owners that are in compliance with the sign provisions of the Code.  
712

713 (b) A special exception from the requirements of section ~~98-61, permanent signs in residential~~  
714 ~~districts; and section 98-70~~, signs on business/commercial properties, shall not be granted by the  
715 Planning and Zoning Board unless and until a written request for a sign special exception has been  
716 submitted demonstrating the following standards:  
717

- 718 (1) That special conditions and circumstances exist such as, but not limited to, building  
719 orientation, vehicular circulation or vision obstruction (excluding landscaping) that  
720 are peculiar to the lot or parcel or structure that create a site specific justification for  
721 the exception; and  
722  
723 (2) That a literal interpretation of the provisions of section ~~98-61, permanent signs in~~  
724 ~~residential districts; and section 98-70~~, signs on business/commercial properties,  
725 would deprive the property owner of rights commonly enjoyed by other property  
726 owners of lands or structures of similar character;  
727  
728 (3) That the special conditions and circumstances do not result from the action of the  
729 applicant; and  
730  
731 (4) That the sign special exception request is the minimum measure needed to address the  
732 special conditions and circumstances that justify the special exception; and  
733  
734 (5) That the sign special exception will be in harmony with the general purpose and intent  
735 of this chapter and will not be injurious to the neighborhood, or surrounding property,

736 and will not otherwise detrimental to safe and convenient use of nearby rights-of-  
737 way.

738  
739 The relief granted shall be limited to such relief necessary to allow the applicant to have the same  
740 sign exposure as other sign owners with the applicant's type of sign. Other granted special  
741 exceptions shall not be used in this comparison.

742  
743 (c) The applicant shall have the burden of proof which shall include the burden of going forward  
744 with the evidence and the burden of persuasion on all issues which are to be determined by the city  
745 governing body.

746  
747 (d) The ~~planning and zoning boardcity commission~~ may grant a sign special exception different  
748 than that requested by the property owner. Further, the ~~planning and zoning boardcity commission~~  
749 may limit or prohibit other signage within the lot or parcel which might otherwise be allowed as a  
750 condition to granting a sign special exception.

751  
752 (e) If the circumstances giving justification for an approved sign special exception no longer  
753 exists, the ~~planning and zoning boardcity commission~~ may request removal of such approved sign.

754  
755 (f) When the ~~planning and zoning boardcity commission~~ considers a sign special exception, notice  
756 of the meeting shall be placed in a newspaper of general circulation at least ten calendar days prior  
757 to such meeting.

758  
759 (g) The processing fee for a sign special exception shall be set by resolution.

760  
761 **Secs. 98-75 – 98-80. - Reserved.**

762  
763 **ARTICLE V. ENFORCEMENT**

764  
765 **Sec. 98-81. - Enforcement.**

766  
767 Violations of this chapter shall be enforced in accordance with the provisions of Chapter 2,  
768 Administration, Article III, Code Enforcement of this Code of Ordinances, including, but not  
769 limited to enforcement through citations, and through fines in accordance with ordinances and  
770 resolutions adopted by the city commission. In the event a warning or a violation is issued for a  
771 non-compliant sign, and the same sign or another sign on the same property is found to be non-  
772 compliant again within a period of twelve (12) months after the initial warning or violation, the  
773 violation shall be deemed a repeat violation and shall be taken before the Special Magistrate. The  
774 Special Magistrate shall, if the city proves by the preponderance of evidence that there has been a  
775 repeat violation, assess a fine in accordance with ordinances and resolutions adopted by the city  
776 commission, and make such orders as deemed appropriate under the circumstances which may  
777 include the prohibition for a period of not to exceed twenty-four months, of a sign or signs on the  
778 property which was the site of the repeat violation.

779

780           **SECTION 2. CONFLICTS.** All Ordinances or parts of Ordinances, insofar as they are  
781 inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent  
782 of any conflict.  
783

784           **SECTION 3. CODIFICATION.** The provisions of this Ordinance shall be codified as  
785 and become and be made a part of the Code of Ordinances of the City of Anna Maria. The sections  
786 of this Ordinance may be renumbered or relettered to accomplish such intention.

787  
788           **SECTION 4. SEVERABILITY.** In the event that any word(s), phrase(s), portion(s),  
789 sub-sub-section(s), sub-section(s), or section(s) of this Ordinance, or application thereof, is  
790 contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid,  
791 illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s),  
792 portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void,  
793 and shall be deemed severed, and a separate, distinct, and independent provision from the  
794 remaining provisions of this ordinance, and such holding shall in no manner affect the validity of  
795 the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this  
796 Ordinance, which shall remain in full force and effect. This ordinance shall be construed in a  
797 manner to accomplish, to the greatest extent legally possible, the purposes of this ordinance as  
798 expressed herein.

799  
800           **SECTION 5. EFFECTIVE DATE.** This Ordinance shall be effective upon adoption by  
801 the City Commission and approval by the Mayor in accordance with the Charter of the City of  
802 Anna Maria.

803  
804           **PASSED AND ADOPTED,** by the City Commission of the City of Anna Maria, Florida,  
805 in regular session assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

806  
807                                     Jonathan Crane, Commissioner  
808                                     Amy Tripp, Commissioner  
809                                     Carol Carter, Commissioner  
810                                     Mark Short, Commissioner  
811                                     Joe Muscatello, Commissioner

812                                     \_\_\_\_\_  
813                                     Carol Carter, Chairperson

814  
815                                     I hereby approve this Ordinance:

816  
817                                     \_\_\_\_\_  
818                                     Dan Murphy, Mayor

819  
820                                     \_\_\_\_\_, 2020  
821



822 ATTEST:  
823  
824  
825 \_\_\_\_\_  
826 LeAnne Addy, City Clerk  
827  
828  
829

Approved as to form and legality for  
the use and reliance of the City of  
Anna Maria only  
\_\_\_\_\_  
Gretchen R. H. "Becky" Vose  
City Attorney





## City of Anna Maria Budget Process 2020-2021 FY

*1<sup>st</sup> Budget Hearing – September 10, 2020 (Set Final Millage Rate)*

*2<sup>nd</sup> Budget Hearing – September 24, 2020*

*Budget Publication – September 19, 2020*

### 1. Revenues

- *General Fund*
  - Franchise Fees
  - Interest
  - Intergovernmental Revenue
  - Licenses & Permit Fees
  - Miscellaneous Revenue/Carryover
  - Rebates/Contribution/Donations/Other Grants
  - Stormwater
  - Taxes
  - Pier

### 2. Expenditures

- *General Fund*
  - Administration
  - Capital Outlay
  - Commission
  - Contingency
  - Debt Service
  - Public Works
- *Building Department*
  - Operating Expenses
  - Contingency/Carryover
- *Code Enforcement Department*
  - BLDG (Building Department)
  - VRU (Vacation Rental Business as Usual)
  - BAU (Business as Usual)
- *Parks and Recreation*
- *Public Safety*
- *Paving*
- *Drainage*
- *Reserves*





# CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216  
Phone (941) 708-6130 Fax (941) 708-6134

## MINUTES MAY 14, 2020 AT 2:00 P.M. CITY COMMISSION MEETING

DUE TO THE COVID-19 PANDEMIC AND PURSUANT TO GOVERNOR'S EXECUTIVE ORDER #20-69, THIS COMMISSION MEETING IS BEING HELD USING TELECOMMUNICATIONS MEDIA TECHNOLOGY. TO ATTEND YOU MUST:

**Dial in using your phone.**

**United States: +1 (408) 650-3123**

**Access Code: 590-303-789**

OUT OF COURTESY TO OTHERS, PLEASE MUTE YOUR PHONE WHEN NOT SPEAKING.

**Pledge of Conduct:** We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

### CALL TO ORDER

*Chair Carter* called the meeting to order at 2:00 p.m.

### PLEDGE TO THE FLAG

### ROLL CALL

**Present:** Mayor Dan Murphy, Chair Carol Carter, Commissioner Amy Tripp, Commissioner Joe Muscatello, Commissioner Jonathan Crane, and Commissioner Mark Short.

**Others Present:** City Clerk/Treasurer LeAnne Addy, Deputy Clerk Debbie Haynes, City Attorney Becky Vose, AMI Sun, and the Islander Newspaper.

### SPECIAL MEETING

**General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.**

1. General Public Comment

None.

2. Consideration of City Pier Lease-RFP proposals - Mayor

*Mayor Murphy stated that Sean Murphy withdrew his bid based on Covid-19 and the current economy.*

1. Do nothing
2. Negotiate with the Ugly Grouper
3. Repost the RFP for a later date

### Comments:

*Commissioner Tripp* – She would like to wait to solicit bids. She feels that we could get more bids.

*Commissioner Crane* – He is very impressed that the Ugly Grouper is still interested in participating in negotiations. He had favored Sean Murphy’s bid and he is impressed to stick with negotiations with the Ugly Grouper.

*Commissioner Muscatello* – Echoed Commissioner Crane regarding sticking with the process. He asked if a restaurant is what we want out there or do we need another restaurant.

*Commissioner Short* – He can’t think of any other alternative than the three options. He does want to commend Mr. Ross and the Ugly Grouper with sticking with us. He tends to lean with what Commissioner Tripp stated. He feels it would be in the best interest to wait to solicit bids after we know how this will all play out.

*Chair Carter* – She stated we are leaders and voted members and are charged with fiduciary responsibility when considering allocating taxpayers’ dollars. She stated that many residents and visitors have waited and wanted a restaurant out there. She is of the feeling of not waiting any longer. She feels that we should allow Mayor Murphy to negotiate with Mr. Ross of the Ugly Grouper.

**Public Comment:**

*Mike Ross* from the Ugly Grouper stated that he showed the statistics of 10 restaurants on the island and they excelled. He stated that they are excited to create a great place for the city. He stated that many people were not going to bid it not even taking COVID-19 in consideration. He would like to negotiate with the city to make sure this is what they would like. It blows him away knowing that some of the Commissioners don’t want to negotiate.

*Steve Rose* who resides on South Bay Boulevard and is a resident of the City of Anna Maria. He has 15 years in the restaurant business and owner of Bortell’s. He is invested in a couple of restaurants on the island and off. He was considering putting in a bid for the city pier but decided against it. He stated that having a restaurant on a dock in the water is tough. He is very impressed with Mr. Ross and in closing if they continue to move forward with Mike Ross, he will do a great job and can get it done rapidly to get it back to the Manatee County Tourist Attraction.

*Dan Southworth* who resides on Chilson. He stated that the Ugly Grouper would do a great job on the end of the pier and he would like to see a family restaurant at the end of the pier.

*Christine Aaron* who resides at 219 Willow stated that the residents have been waiting for a restaurant at the pier and to negotiate with the Ugly Grouper.

*Mike Deal* who resides at 203 56<sup>th</sup> Street in Holmes Beach stated he agrees giving the Ugly Group a chance and to allow them to negotiate.

*Bob Carter* on Willow Avenue stated that he would like to support the negotiation with the Ugly Grouper as they have earned the right.

*Commissioner Tripp* – She stated that no foot was shot for her and she agrees that Mr. Ross did earn a chance at this.

*Commissioner Crane* – He is impressed with the outpouring comments. He feels that we should continue.

*Commissioner Muscatello* – He stated that we owe Mr. Ross the opportunity.

*Commissioner Short* – He stated that Mr. Ross did not shoot himself in the foot and this is the reason that we have public comment to allow for them to make decisions.

*Chair Carter* – She stated that she agrees to continue negotiations with Mr. Ross and agreed that he didn’t shoot himself in the foot.

**Motion:** To move forward to begin negotiations with the Ugly Grouper, Mr. Ross and his partners.

**Action:** Motion by Commissioner Muscatello, seconded by Commissioner Short.

On roll call vote, the motion passed unanimously.

3. Bayfront Park – Mayor

*Mayor Murphy* wants to combine both 3 and 4.

*Mayor Murphy* stated that Manatee County ordered Bayfront Park opened yesterday and kayaks and paddleboards can be launched there.

*Mayor Murphy* stated that the resident only signs have come down.

*Mayor Murphy* stated as for parking, the day before Mother's Day the beaches were opened was a very congested day was due to the two-hour rule and Holmes Beach took all the right-of-way parking away. He stated that he wrote a letter to the County to do away with the two-hour parking rules. The intent here is to prevent the spread of the virus. He stated that we can't close all the right-of-way parking and it is bullying. He is asking to increase the parking rates to get people's attention. He would like to implement the order to increase the parking to \$100. He stated the parking enforcement officers stated to him that \$35 is not enough and people don't care and will pay the ticket.

*Mayor Murphy* stated that he would like to block off some areas of the street and has worked with Public Works, Code Enforcement, and Law Enforcement officers.

**Comments:**

*Commissioner Tripp* – She feels that reviewing it every 7 days is good and a \$35 parking fine is not enough and is for raising it and looking at it every 7 days.

*Commissioner Crane* – He stated that everything the Mayor proposed is good. He would like to have better communications with Holmes Beach. He stated that the phone lines go both ways and agrees with the Mayors proposal.

*Commissioner Muscatello* – He agrees with the Mayor's proposal.

*Commissioner Short* – He completely agrees and supports the Mayor's proposal and increasing the fine. He would encourage the city to look if we need to increase signage with tires on the pavement.

*Chair Carter* – She also agrees with the Mayor. If we increase the rate to \$100 and if they get multiple tickets would they be \$100 also? She also noticed that the parking at the Rod and Reel pier has been closed. I

*Mayor Murphy* stated it would be a \$100 ticket every two-hours with a maximum of \$500. As for the Rod and Reel pier they haven't stated anything about opening the parking lot. He stated if they want to open it then they should contact him to discuss. He stated that they can only be open at 25% so he isn't sure why they would need more parking.

*Commissioner Muscatello* – He asked if we need to do a budget amendment for the increase in signage?

*Mayor Murphy* stated that FEMA will be paying for the cost of increased signage.

**Public Comments:**

None.

*The Commissioner* consensus is in favor to raise the parking ticket to \$100 every two hours to maximum of \$500 and to review every seven days.

*Chair Carter* stated that all complaints about kayak launching to be forwarded to the Code Enforcement.

**4. Parking Restrictions – Mayor  
Addressed in Item 3**

**5. Mayor's Comments**

*Mayor Murphy* stated that the Governor's Executive Order is still in place for no vacation rental check-ins. He stated that we had 198 cases of Vacation Rental Check-ins and Advertising, with 38 violations, and 3 whom were noncompliant.

**6. Commissioners Comments  
Commissioner Tripp – None**

*Commissioner Muscatello* – What are we looking at before we can have a public meeting? He would prefer to meet in person.

*Mayor Murphy* stated as soon as the Governor lifts some of his suggestions and orders and the safer at home with gatherings of more than 10 people.

*Commissioner Crane* – He would prefer to meet in person.

*Commissioner Short* – None

*Chair Carter* stated that she double checked with Chair Kiem and they have made the no parking permanent except west of the Main Streets West of Gulf and West of Marina. They have reduced their parking in neighborhoods permanently as well.

7. City Attorney Comments

None.

8. Staff Comments

LeAnne – None

Debbie - None

Dean - None

9. **CONSENT AGENDA: The following items are considered routine in nature and should be considered in a single motion. Items which warrant individual discussion should be removed from this list prior to the motion to adopt. Such items will be discussed separately.**

- a. Approve Minutes: 4/23/2020 Minutes
- b. BIS Digital Technical Support Agreement Renewal

*Mayor Murphy* stated that he would like to pull the BIS Digital Technical Support Agreement as it was placed on there in error.

*Commissioner Tripp* – None.

*Commissioner Crane* – None.

*Commissioner Muscatello* – None.

*Commissioner Short* – None.

*Chair Carter* – None.

**Motion:** To approve the Consent Agenda and exclude item B from the consent agenda.

**Action:** Motion by Commissioner Short, seconded by Commissioner Crane.

On roll call vote, the motion passed unanimously.

**Press Comment**

Joe Hendricks AMI Sun asked how to spell Ms. Aaron’s last name. Chair Carter stated “Aaron”  
Islander – None.

**Adjournment**

*Chair Carter* adjourned the meeting at 3:00 p.m.

X \_\_\_\_\_  
**LeAnne Addy, CMC**  
**City Clerk/Treasurer**

**Minutes Approved:** \_\_\_\_\_





# CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216

Phone (941) 708-6130 Fax (941) 708-6134

## MINUTES

MAY 28, 2020 AT 6:00 P.M.

### CITY COMMISSION REGULAR MEETING

**Pledge of Conduct:** We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

#### CALL TO ORDER

Chair Carter called the meeting to order at 6:04 p.m.

#### PLEDGE TO THE FLAG

#### ROLL CALL

**Present:** Mayor Dan Murphy, Chair Carol Carter, Commissioner Amy Tripp, Commissioner Jonathan Crane, Commissioner Mark Short, and Commissioner Joseph Muscatello.

**Others Present:** City Clerk LeAnne Addy, Deputy City Clerk Debbie Haynes, Sergeant Getman, City Attorney Becky Vose, City Planner Chad Minor, Building Official Luke Curtis, AMI Sun, and Islander Newspaper.

#### REGULAR MEETING

**General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.**

1. General Public Comment

None.

2. Update on Building Code Changes – Minor/Curtis

*Chad Minor, City Planner* provided an update that the Planning and Zoning Board has worked on Chapter 78, Chapter 74 and are ready to send to the City Attorney. Tomorrow they have another Planning and Zoning Board to go over Chapter 90 and 91. He also stated that they discussed with the Engineer for stormwater changes. He also stated that he has been working with Debbie regarding any changes that have to do with Code Enforcement. He stated that he will be bringing this up at the second meeting in June: walls, fences, right of way, Local Construction Review Board, and pavers.

Luke Curtis, Building Official had nothing more to add.

Commissioner Muscatello – None.

Commissioner Tripp – She stated that it is hard to hear but hoping to see it on hard copy.

Commissioner Crane – He didn't have really nothing to add other than he is glad to see the Local Construction Review Board.

Commissioner Short – He is looking forward to seeing this information later in June. He would like to know the percentage of where they are at.

Chad Minor stated that we are 60-70% of the draft code language not including the publications and other items that must be addressed.

Chair Carter – She stated that she is happy with the progress as well.

Chad Minor stated that if anyone is on the line to suggest code changes or provide input, please let him know as they will be cutting that off soon.

Public Comment: None.

3. Beach Rules and Enforcement Update – Sgt. Getman

Sergeant Getman of the Manatee County Sheriff's Office stated that we just had Memorial Day weekend and many of the people came from the other coast and from south Florida where the beaches are closed, with the Mayor's help he feels that we were able to keep it

under control. He did state that we had over 408 alcohol violations. He stated the presence is out there and they are trying to keep everyone safe.

Commissioner Muscatello – He thanked Sergeant Getman and his staff and would like an update on traffic.

Sergeant Getman - He stated limiting parking on the beach accesses is working.

Commissioner Tripp asked if the parking is still closed in Holmes Beach and Bradenton Beach. She also appreciates them picking up dead fish and keeping the beaches clean.

Sergeant Getman stated that the road right of way parking is still closed but they fully opened the parking lots.

Commissioner Crane wanted to thank Sergeant Getman and his staff for doing a good job.

Commissioner Short also thanked Sergeant Getman and his staff for doing a great job. He was asking about Bayfront park.

Sergeant Getman stated that on Magnolia and Palm will be always challenging but people are not continuously parking there just dropping people off. He stated that we had our special force team at Bayfront Park and no issues.

Chair Carter asked what the rules of jet skis are and another watercraft as to where can they pull up. The watercraft must be in the water and can't be anchored to the beach. She asked about any issues he may have seen about parking at the Sandbar or the city parking. She stated that some citizens asked about putting out markers as many people were anchored and animals and people walking to the beaches.

Sergeant Getman stated that you can't launch a jet ski in the City of Anna Maria. The Sandbar opened the parking to the public for a certain charge and they didn't see any extra activity at the city parking. He stated that most of the boats that he has seen have obeyed our rules and anchoring in the water and walking to the beach.

Public Comments:

Carol Whitmore stated the public beach is open to full capacity and the construction is done. They are still having issues with Holmes Beach. She appreciates everyone in our city working with the County.

#### 4. Pier Opening – Mayor

Mayor Murphy stated that the Pier should be ready to be open and he is proposing that the pier be open on June 19, 2020, Friday, Saturday, and Sunday from 8:00 a.m. – 5:00 p.m. He stated that we will have off duty sheriffs on the pier. We will require social distancing. He stated that there will be no alcohol on the pier.

Commissioner Muscatello – He agrees with the Mayor's soft opening. He asked if he sees it to stay open like this until the restaurant opens.

Mayor Murphy stated that he will give it 30-45 days.

Commissioner Tripp – She is excited and agrees with the soft opening.

Commissioner Crane – He agrees with the Mayor's soft opening as well.

Commissioner Short – He agrees with the Mayor as well. He would like to know why 5:00 p.m. for the closure and why not be open Monday – Thursday.

Mayor Murphy stated that security guards are very costly, and we may be working on the buildout soon.

Commissioner Tripp asked if the bathrooms will be open.

Mayor Murphy stated the bathrooms will be open.

Commissioner Carter - She thinks this is a good plan.

Public Comment: None.

**Consensus:** To open the pier on June 19, 2020 on Friday, Saturday, and Sunday from 8:00 a.m. – 5:00 p.m.

**All Commissioners: All Commissioners**

#### 5. Schoenfelder Lease Update – Mayor

Mayor Murphy stated that every Commissioner was given a copy of the letter in March that he wanted the restaurant and now the latest letter dated May 21, 2020 stated that he now wants \$65,000. He stated that it took over a year for permitting of the City Pier. He stated that during this time we were securing money from FEMA, TDC, County, etc. He stated that money was never an issue, and nothing really caused any delays except for tropical storms, pier being hit by the barge, bad weather, etc.

1. Pay \$65,000 and move on.
2. Authorize our City Attorney to negotiate a settlement.
3. Proceed with the buildout with or without Mario's input, turn the pier over to him and begin charging him rent.

Mayor Murphy stated the Ugly Grouper is willing to work with us on any of this and Mario is threatening us with litigation. He agrees with option number 2 to authorize our City Attorney to negotiate a settlement.

Commissioner Muscatello – He is for option 2 to have our attorney negotiate.

Commissioner Tripp – She agrees with option 2 to defend our city against this.

Commissioner Crane – He agrees with option 2 as well. The other thing is we should defend this.

Commissioner Short – He stated that the May 21, 2020 letter stated that the City was obligated to insure the pier. He stated that that is not correct and is mute since no such requirement was in the lease. Repairs for the structure are his responsibility with destruction. The \$65,000 he stated that the city could debate but the lease agreement states that in the event of a casualty for the leased premises is limited to the abatement of the rent. We should not accept the offer and negotiate.

Chair Carter – Agrees with Commissioner Short.

Public Comment:

Carol Whitmore who resides in Holmes Beach stated that being a part of the TDC she can confirm that there was no delay and they gave the city additional money to keep everything going with no delay.

Christine Aaron who resides at 211 Willow asked if the City Attorney commented on any comments from Commissioner Short. She stated that Commissioner Short makes good points.

City Attorney Vose stated that she does not want to get into it, but the Commissioner did a good job. She does not disagree with Commissioner Short's comments.

**Motion:** To move forward with option 2 to have our City Attorney negotiate.

**Action:** Motion by Commissioner Muscatello, seconded by Commissioner Crane.

On roll call vote, the motion passed unanimously.

#### 6. Ugly Grouper Lease Fact Finding Update – Mayor

Mayor Murphy stated that there are 15 items in their packet, and they discussed items 1 – 5 and they have another meeting tomorrow to discuss 6 -12 and then one more session to wrap up the rest. He feels that they would have negotiations done by mid-June. He stated that Mr. Ross and Mr. Treadwell have been great and are willing to do what they need to do to fulfill Mr. Schoenfelder.

Commissioner Muscatello – He thanked the Mayor and no comment on the first five items.

Commissioner Tripp – She is wondering about the premise lease area and the common lease area. No comments. Mayor stated that we are simply fact finding at this time.

Commissioner Crane – Stated that we are making good progress.

Commissioner Short – No comments.

Chair Carter – No comments but thanked the Mayor.

Public Comment: None.

#### 7. County Vacation Rental Opening Discussion

Mayor Murphy stated that the Vacation rentals are now open. He stated that it was very busy and driven by the beaches being closed on the other coast, children being out of school, attractions closed. He stated with Holmes Beach and their parking has driven all the vehicles to us but we are working and tweaking the plan as we go to make things better and more tolerable as long as it is related to the virus and the safety and well-being of our residents. He would like an evaluation on what we have been doing and is looking for feedback.

Mayor Murphy stated that with the county coming out with their plan, it is very difficult to enforce their plan but the county asked us to give them feedback so he will send it to the Commissioners prior to submitting it to the county. He stated there are necessary things in their plans, but it is outside of our Code Enforcement and expertise.

Commissioner Muscatello – Asked how many vacation rental violations just prior. Mayor Murphy stated that we had 4 actual violations. He also asked why we weren't as strict as Holmes Beach.

Mayor Murphy stated that he doesn't think it is in the best interest of the city to tow vehicles and close all the right of way parking. He stated that there are many families that wanted to have family members over, and this would limit this.

Commissioner Tripp – She agrees with the Mayor after reading the County's plan. She sees what should be done but not how it will be done. She mentioned people coming from hotspots and that it would be hard to enforce. She praises what was done with the parking on North Shore as it is so much safer.

Commissioner Crane – He was disappointed with the Governor and the County Commissioners for opening the vacation rentals during this packed weekend. He stated that we will have to wait two weeks to see and he feels that there is still a virus that we must be cautioned about.

Commissioner Short – He stated what the city did with parking was good. He stated with respect to the vacation rental openings, he is glad that they are opened as it is beneficial for the businesses that rely on the tourists. He is hoping that the virus does not increase. He asked if the residents suspect that people from a different state or 15-20 people at a rental, what should they do?

Mayor Murphy stated that they can notify the Code Enforcement Department to investigate.

Chair Carter – She stated that no more than 10 people in a vacation rental but if there is a Bert Harris Claim do, they supersede the Governor. She agrees that it is very difficult to adhere to some of the sanitation issues that were put out by the Governor and she sees no way to enforce it. She hopes some of the vacation rental agents are adhering to the sanitation measures. She asked if the check out time changed but Mayor Murphy stated that they left it to the discretion of the vacation rental agents.

City Attorney Vose stated that if they are limited to 6 and 8 or go over the number in the Bert Harris Claim. A maximum occupancy of 10 or whatever we gave them, and it would be the lesser number of the two.

#### Public Comment:

Carol Whitmore, County Commissioner stated that they didn't see the county plan until that night as the Governor threw this all on our plate. As for enforcement stated that our plan should be 10 under the declaration but you need to clarify with the City Attorney. She agrees with Commissioner Crane, but our Covid-19 cases went last week from 15.7% to 6%.

City Attorney Vose stated that our ordinance does not go away as there is a cap per the declaration, but we have smaller occupancy in the smaller homes that our ordinance doesn't go away. The Governor has not said that his order promulgates the city order and his plan comes in play when we can follow our plan. She will call the Governor's office tomorrow to confirm that.

Mark McConnell who resides at 521 Spring Avenue stated that listening to the city and the county that the Commissioners will vote a different way than when people make comments on such items. He is a disabled veteran and owns a rental and really thanks the Mayor and the Commissioners.

Commissioner Carol Whitmore stated that the county talked with the city's and had three days and in the plan they followed the protocols of the CDC.

#### 8. Mayor's Comments

Mayor Murphy stated that he is planning on opening the city offices as the County will be opening their offices on June 8, 2020 and he agrees with following suit. He would like to bring the staff back on Monday June 8, 2020 with regular hours Monday – Friday from 8:00 a.m. – 4:00 p.m., limited people with social distancing, all public people entering must wear a mask and must make an appointment. Commission meeting to remain virtual due to social distancing and the CDC guidelines. The next meeting on June 11, 2020 at 2:00 p.m. he would like to have at the Sail Shade.

Commissioner Muscatello – He thinks that would be a great idea to have the meeting under the shade sail.

Commissioner Tripp – She thinks it is a great idea.

Commissioner Crane – He thinks that would be a great idea as well.

Commissioner Short – He thinks the items about opening the city offices make sense and looks forward to our next meeting outdoors.

Chair Carter – She agrees.

Mayor Murphy stated that we had a meeting with FDEP regarding the mangrove trimming. The actual meeting was cancelled due to the Coronavirus. He will notify all of them once he hears back as to when it will be scheduled.

#### 9. Commissioners Comments

Commissioner Tripp reached out to the Chamber and they are not open but handing out brochures to help bring the business community up working safely. They are doing a good job with that. She has a resident asking about the dredging at the hump-back bridge.

Mayor Murphy stated we are investigating the dredging.

Commissioner Muscatello – Looks forward to seeing everyone in person.

Commissioner Crane – Stay safe.

Commissioner Short – None.

Chair Carter – She noted that she asked for a report of numbers of building permits of types and dates that were submitted from the 6<sup>th</sup> of May to the 13<sup>th</sup> of May. Permits are down 34% and this year 23%. She was pleased to get that information. The museum is waiting to get a plan to reopen.

#### 10. City Attorney Comments

None.

#### 11. Staff Comments

None.

12. **CONSENT AGENDA:** The following items are considered routine in nature and should be considered in a single motion. Items which warrant individual discussion should be removed from this list prior to the motion to adopt. Such items will be discussed separately.

- a. Approve Minutes: Emergency Meeting 5/1/20 & Special Meeting 5/6/20
- b. MCSO Pier Security Guards Agreement

**Motion:** To approve the consent agenda.

**Action:** Motion by Commissioner Short, seconded by Commissioner Crane.  
On roll call vote, the motion passed unanimously.

**Press Comment**

Joe Hendricks, AMI Sun – None.

Ryan Paice – Islander – None.

**Adjournment**

Chair Carter adjourned the meeting at 7:48 p.m.

X \_\_\_\_\_  
LeAnne Addy, CMC  
City Clerk/Treasurer

Minutes Approved: \_\_\_\_\_



**U.S. Communities Master Lease Agreement**Number: MLA28021241**CUSTOMER INFORMATION**

Full Legal Name CITY OF ANNA MARIA				
Address PO BOX 779				
City ANNA MARIA	State FL	Zip 34216-0779	Contact LeAnne Addy	Telephone Number (941) 708-6130
Federal Tax ID Number 59-1164295 <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address amclerk@cityofannamaria.com	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. **Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. **Term; Payments.**
  - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
  - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
  - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).



You also agree that, except (a) as set forth in Section 18 below entitled “State and Local Government Provisions” and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are “net” and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer’s certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the “Servicer”) to provide maintenance and support services pursuant to a separate agreement for such purpose (“Maintenance Agreement”). You may make alterations, additions or replacements (collectively, “Additions”) and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a “Sales Tax Administrative Fee” equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, “Loss”) from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer’s certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement (“Software License”) entered into with the supplier of the Software (“Software Supplier”). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a “Default” under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor’s assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code (“UCC”), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity;





(f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. **Governing Law; Jurisdiction; Waiver of Trial by Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO



OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
  
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
  - (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
  - (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
  - (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
  - (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
  - (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

**THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: <b>X</b> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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## ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number: MMSAP00000970  
 Master Maintenance and Sale Agreement Date: 2/11/2013 12:00:00 AM

### EQUIPMENT BILL TO INFORMATION

<b>Customer Legal Name:</b> CITY OF ANNA MARIA		
<b>Address Line 1:</b> PO BOX 779		<b>Contact:</b> LeAnne Addy
<b>Address Line 2:</b>		<b>Phone:</b> (941) 708-6130
<b>City:</b> ANNA MARIA		<b>E-mail:</b> amclerk@cityofannamaria.com
<b>ST/Zip:</b> FL/34216-0779	<b>County:</b> MANATEE	<b>Fax:</b>

**Check all that apply:**

- PO Included PO#
  PS Service (Subject to and governed by additional Terms and Conditions)  
 Sales Tax Exempt (Attach Valid Exemption Certificate)
  IT Service (Subject to and governed by additional Terms and Conditions)  
 Syndication
  Fixed rate Service  
 Add to Existing Service Contract #

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

### SERVICE INFORMATION

#### SERVICE BILL TO INFORMATION

<b>Customer Legal Name:</b> CITY OF ANNA MARIA			
<b>Address Line 1:</b> PO BOX 779		<b>Contact:</b> LeAnne Addy	
<b>Address Line 2:</b>		<b>Phone:</b> (941) 708-6130	
<b>City:</b> ANNA MARIA		<b>E-mail:</b> amclerk@cityofannamaria.com	
<b>ST/Zip:</b> FL/34216-0779	<b>County:</b> MANATEE	<b>Fax:</b>	
<b>Service Term (Months)</b> 48	<b>Base Billing Frequency</b> QUARTERLY	<b>Overage Billing Frequency</b> QUARTERLY	<b>Service Type</b> BRONZE

### SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CITY OF ANNA MARIA	307 PINE AVE	ANNA MARIA FL/34216 MANATEE	LeAnne Addy	(941) 708-6130 amclerk@cityofannamaria.com

### PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
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RICOH MPCW2201SP CONFIGURABLE PTO MODEL	1	BRONZE	0	0.025	0	0.0334	\$0.00
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BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN	1

ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services :</b>	
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>BuyOut After Promotions:</b>	
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total:</b>	
<b>Additional Provisions: <i>Insert ANY additional provisions here</i></b>	<b>(Excludes Tax)</b>	
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Initials





Ricoh USA, Inc.  
300 Eagleview Blvd  
Suite 200  
Exton, PA 19341

## U.S. Communities Product Schedule

**Product Schedule Number:**  
**Master Lease Agreement Number: MLA28021241**

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and CITY OF ANNA MARIA, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_ . All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

CITY OF ANNA MARIA Customer (Bill To)				LeAnne Addy Billing Contact Name			
307 PINE AVE Product Location Address				PO BOX 779 Billing Address (if different from location address)			
ANNA MARIA	MANATEE	FL	34216	ANNA MARIA	MANATEE	FL	34216-0779
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (941) 708-6130			Billing Contact Facsimile Number		Billing Contact E-Mail Address amclerk@cityofannamaria.com		

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip
1	RICOH MPCW2201SP CONFIGURABLE PTO MODEL	307 PINE AVE, ANNA MARIA, FL, 34216, US

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)	<b>Minimum Payment</b> (Without Tax)	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
48	\$233.43	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1st Payment <input type="checkbox"/> 1st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt:  YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached:  YES (check if yes and indicate total number of pages: )

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**



3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

\_\_\_\_\_  
*Initials*

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: <b>X</b> _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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## Certificate Of Completion

Envelope Id: 6A9CD63AE2F6422CA908217087F07F72	Status: Delivered
Subject: Ricoh Docs for CITY OF ANNA MARIA to Review & Sign (Quote 28021241)	
Source Envelope:	
Document Pages: 8	Signatures: 0
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ricoh DocuSign
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	300 Eagleview Blvd
	Suite 200
	Exton, PA 19341
	RicohDocuSign@Ricoh-usa.com
	IP Address: 205.145.18.4

## Record Tracking

Status: Original	Holder: Ricoh DocuSign	Location: DocuSign
6/3/2020 5:18:32 AM	RicohDocuSign@Ricoh-usa.com	

## Signer Events

Signature	Timestamp
Leanne Addy amclerk@cityofannamaria.com Security Level: Email, Account Authentication (None)	Sent: 6/3/2020 5:18:34 AM Viewed: 6/3/2020 5:22:56 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/20/2020 6:48:23 AM ID: 4dfd8baa-d721-4464-84b2-219e032dd880	

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Woodstuff Scott Gregory  
Scott.Woodstuff@ricoh-usa.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 11/25/2019 5:20:00 AM  
ID: 07765302-5b1e-4428-bb67-4adf2fe8ec63

COPIED

Sent: 6/3/2020 5:18:34 AM

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	6/3/2020 5:18:35 AM
Certified Delivered	Security Checked	6/3/2020 5:22:56 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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