



CITY OF PARKER

City Hall

1001 West Park Street

Phone 850-871-4104

www.cityofparker.com

Mayor

Rich Musgrave

Clerk

Danielle Baker

Council Members

Ken Jones, Mayor Pro Tem

Tonya Barrow

Stacie Galbreath

John Haney

Attorney

Tim Sloan

PUBLIC NOTICE

REGULAR MEETING

OF

THE CITY OF PARKER COUNCIL

July 16, 2019

5:30 PM

PARKER CITY HALL

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

AGENDA

CALL TO ORDER—Mayor Musgrave

INVOCATION—Rev. Carl Fondren, Hiland Park Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL—City Clerk Baker

ITEMS FROM THE AUDIENCE (non-agenda items)

REGULAR AGENDA

1. **NPDES Update**—Public Works Supervisor Summerlin
2. **Variance Request—4801 N. Lakewood Drive**—Ryan Vess
3. **State Grant Resolution—Signage and Hydrant Repair**— Public Works Supervisor Summerlin
4. **First Reading of revised Mobile Home Ordinance No. 2019-384**—Planning Commission
AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING ORDINANCE NO. 2012-358, AS AMENDED, ADOPTING BY REFERENCE THE CITY'S COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION CODE; AMENDING VARIOUS SECTIONS OF THE CITY'S COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION CODE; PROVIDING A MECHANISM FOR THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR THE LIBERAL CONSTRUCTION OF THIS ORDINANCE; PROVIDING FOR CODIFICATION AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.
5. **Resolution No. 2019-359—Mutual Aid Agreement**—Fire Chief Kelly
6. **Resolution No. 2019-360—Update Bank Account Signatures**—Mayor Musgrave and Bookkeeper Combs
7. **Planning resources update**—Mayor Musgrave
8. **Discuss sale of Miller Motor property**—Mayor Musgrave
9. **Approve pursuit of Community Disaster Loan (CDL)**—Mayor Musgrave, Bookkeeper Combs
10. **Authorize City Attorney to seek opinion of Attorney General on ad-valorem tax**—City Attorney Sloan

CLERK'S REPORT

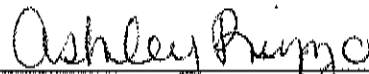
COMMENTS AND ANNOUNCEMENTS

MAYOR'S REPORT

ADJOURNMENT

Upcoming Events

- The next Regular City Council Meetings are August 6, 2019 at 5:30 p.m. and August 20, 2019 at 5:30 p.m.
- The next Planning Commission Meeting has been moved to August 26, 2019 at 5:00 p.m., unless called sooner by the Chairman.



Ashley Rizzo, City Clerk Assistant

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



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Public Works / Tony Summerlin

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION:

Public Meeting (NPDES Goal) the City Storm Water Management Plan (SWMP)

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

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

Public awareness for City of Parker to provide citizens with the opportunity to participate in the Storm Water Management Plan implementation process.

Will present aspects of the National Pollutant Discharge Elimination System (NPDES) and Stormwater Management Plan (SWMP)

This request will meet the City of Parker goal for NPDES compliance and public awareness.

AGENDA ITEM # 1



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Planning

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: Variance request from Ryan Vess, 4801 N. Lakewood Drive, to rebuild detached garage back onto existing 25' x 30' pad

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

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

Existing 25' x 30' pad setback is only 4 feet from side property line, and only 7 feet from house structure. Required variances are 5 feet from side property line and 10 feet from house structure.

AGENDA ITEM # 2



CITY OF PARKER

1001 WEST PARK STREET • PARKER, FLORIDA 32404
TELEPHONE (850) 871-4104 • FAX (850) 871-6684

TO: Mayor Musgrave and City Council

FROM: Lou Bradford

DATE: July 5, 2019

SUBJECT: Variance Request – Ryan Vess
4801 N Lakewood Dr (19-19-V)

The City of Parker has received a request for a variance along with the \$150 fee from Ryan Vess of 4801 N Lakewood Dr. He is requesting a variance to rebuild his detached garage on the original slab destroyed by Hurricane Michael. The variance request is for a one foot side setback (Sec 5-5) and a three foot variance to the minimum setback between buildings (Sec 4-5.9). The variance is requested to avoid having to tear up the entire pool deck and the plumbing for the pool having to be moved.

Staff is requesting that the City Council review the variance request and consider whether a variance should be granted. I have attached the variance request questionnaire and all other documents submitted to me by Mr. Vess.



Lou Bradford
Planning Department

**CITY OF PARKER
PETITION FOR VARIANCE APPLICATION**

Date of application: 7/2/19 Application No.: 19-19-V

Petitioner's Name: Ryan B Vess

(Current owner of the property must apply for the variance)

Address: 4801 N Lakewood Dr

City, State, Zip: PC FL 32404

Telephone Number: 850-896-0560 Fax No. _____

Email: Ryan@artconstruction.com

Parcel Identification Number(s) (Obtain from Property Appraiser's Office): _____

Legal Description: _____

Description of Proposed Variance: Rebuild detached garage on original slab
- was destroyed by hurricane

Location of Variance Property: Parker, FL

Surveyor's Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax No. _____

Email: _____

Agent's Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax No. _____

Email: _____

**CITY OF PARKER VARIANCE APPLICATION
VARIANCE REQUEST QUESTIONNAIRE**

1. Is there proof of unique circumstances?

yes / hurricane Michael

2. Is this variance request the minimum variance that will accomplish the purpose of the reasonable use of your property?

yes

3. Are there extreme practical or economic difficulties with your property in carrying out the strict letter of the City's Land Development Code?

*yes / entire pool deck
will have to be torn up & plumbing moved*

4. Is this variance based exclusively upon a desire to reduce the cost of developing your property?

no

5. Will the variance substantially increase the congestion in the public streets?

no

6. Could this variance be injurious to the neighborhood or otherwise detrimental to the public welfare?

no

7. Will the variance endanger public safety?

no

8. Would the granting of this variance substantially diminish property values, or alter the essential character of the adjacent neighborhood?

no

9. Is this request in harmony with the general purpose and intent of the regulations imposed by the Land Development Code or the Land Use District in which this site is located?

yes

10. Will the granting of this variance confer on the applicant any special privilege that is denied by the Land Development Code to other properties in the same land use district?

no

**CITY OF PARKER VARIANCE APPLICATION
NOTIFICATION TO AFFECTED PROPERTY OWNERS**

The applicant agrees that the City has the right to post a notification sign on the property, visible from the roadway, identifying the date, time, and location of the meeting of the City Council to consider the variance application. The applicant agrees to insure that the sign is continually posted on the property until after a final decision of the City Council on the variance request or the application is withdrawn. After the meeting, the City shall have the right to remove the sign, restoring the surface of the property to its former natural state.

Ryan Vess

Printed name

7/14/19

Date

REQUIRED SIGNATURE

I have read and understand all information provided in this application, the requirements listed within the application and agree to provide the necessary information requested by the City of Parker. The information I have provided on this application is true and correct to the best of my knowledge.

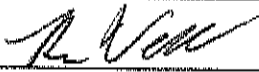
I understand that this application will be heard in a public meeting by the City of Parker City Council, the Parker Land Development Code shall govern the procedure of the decision.

I understand the Parker City Council cannot issue variances for the requirements of the City of Parker Comprehensive Plan. Changes to the Comprehensive Plan require the submittal of a Comprehensive Plan amendment application. (Applications are available from the City.)

I understand the City Council shall not vary the requirements of any provision of Ordinance 90-177, Parker Comprehensive Planning and Land Development Regulation Code, unless it makes a positive finding, based on substantial competent evidence on each of the finds contained in the variance application questionnaire.

FLORIDA STATUTES 837.06 – FALSE OFFICIAL STATEMENT

Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.



Petitioner's Signature

Ryan Vess

Printed Name

7/14/19

Date of Signature

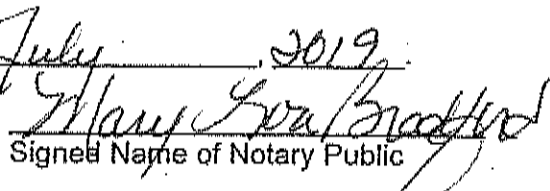
STATE OF FL

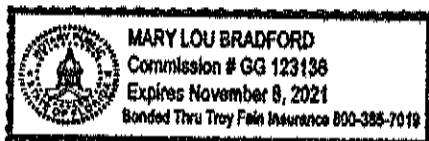
COUNTY OF Bay

BEFORE ME, the undersigned Notary Public in and for said County and State, appeared Ryan Vess, who personally known to me or who has produced FLDL as identification, and who executed the foregoing instrument.

Given under my hand and seal this 2 day of July, 2019.

{Seal}


Signed Name of Notary Public



Printed Name of Notary Public

Commission Number: _____

Expiration Date: _____

Confirmation Number: 5311098**Florida**

City of Parker

Utility - POS

**Transaction Details**

Account Number

9999

Name

RYAN VESS

Purpose of Payment

VAR. VESS**Credit Card Payment Address Information**Order Number **5311098**Customer Name **RYAN B VESS**

Email Address

Address

Phone Number **(850) 896-0560**Credit Card Number **4XXX XXXX XXXX 8452**Credit Card Type **Visa**Expiration Date **0821**

Operator Name

Transaction Time **7/2/2019 10:45:35 AM**Authorization Code **902054**Convenience Fee
Authorization Code **902054**Transaction ID **1544655162**Agency Total **150.00**Convenience Fee **\$4.50**Total Amount **154.50**

Charged to Card

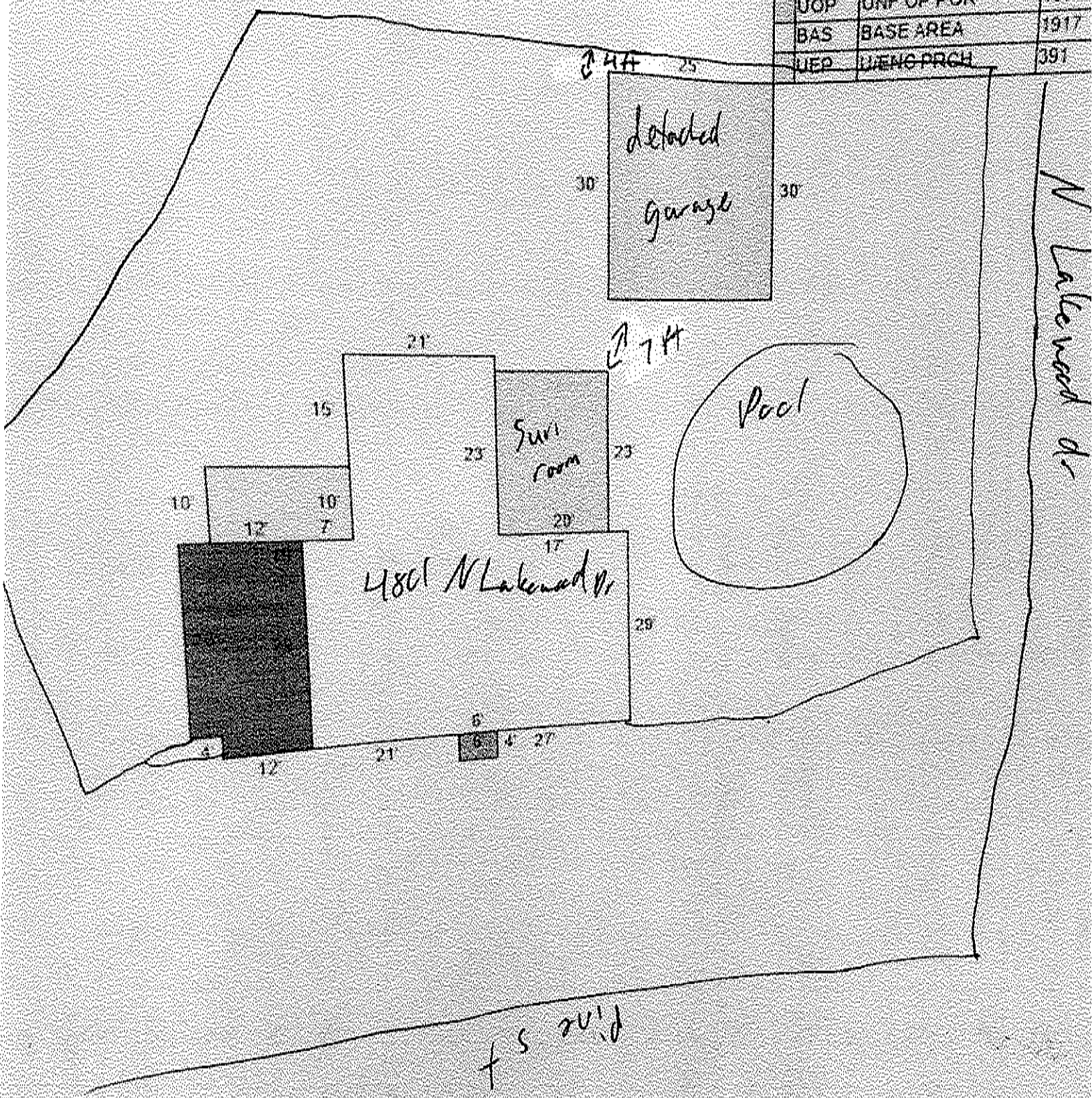
A handwritten signature in black ink, appearing to read "Ryan Vess", is written over a horizontal line.

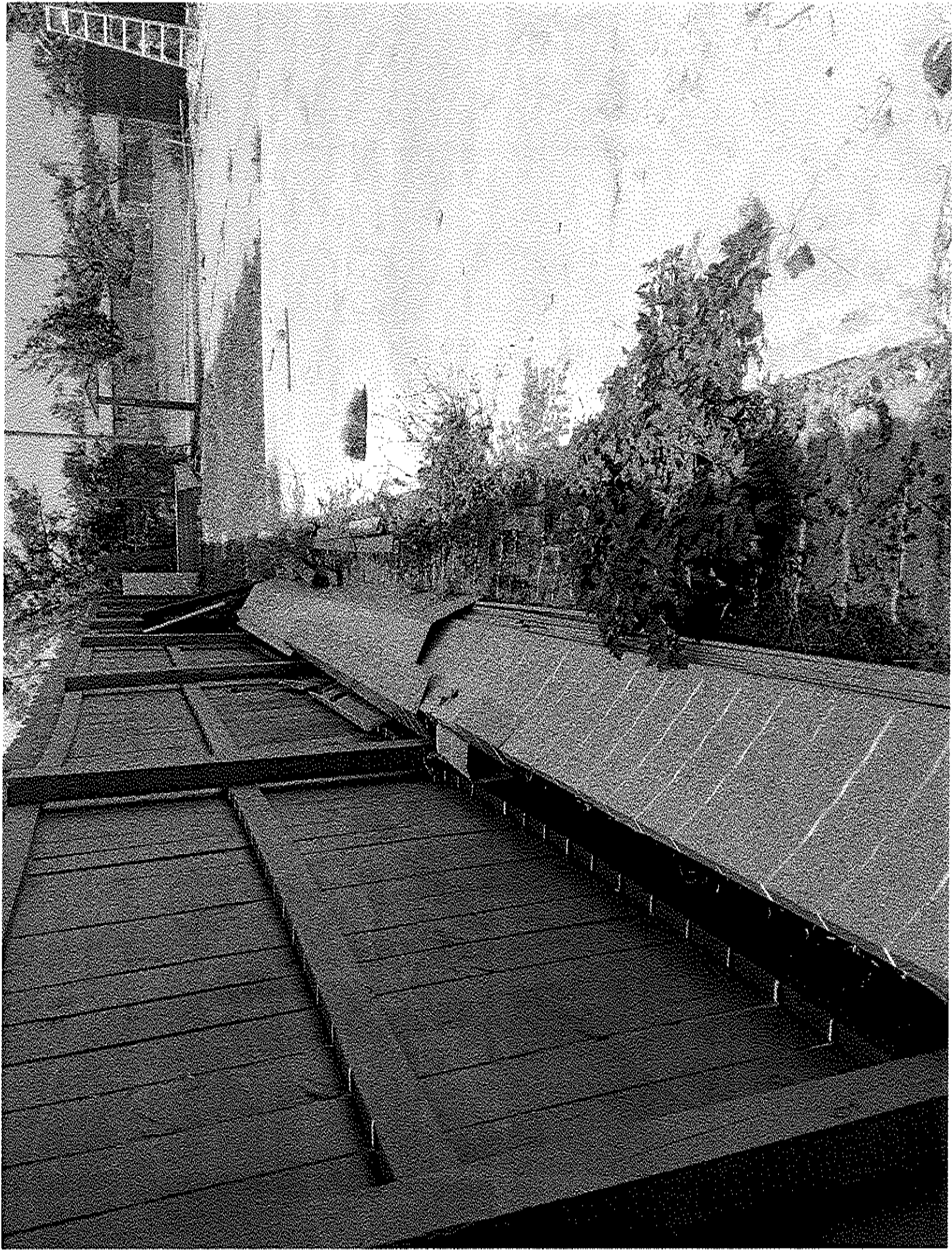
Customer Signature

For questions about this payment, please call (866) 480-8552.

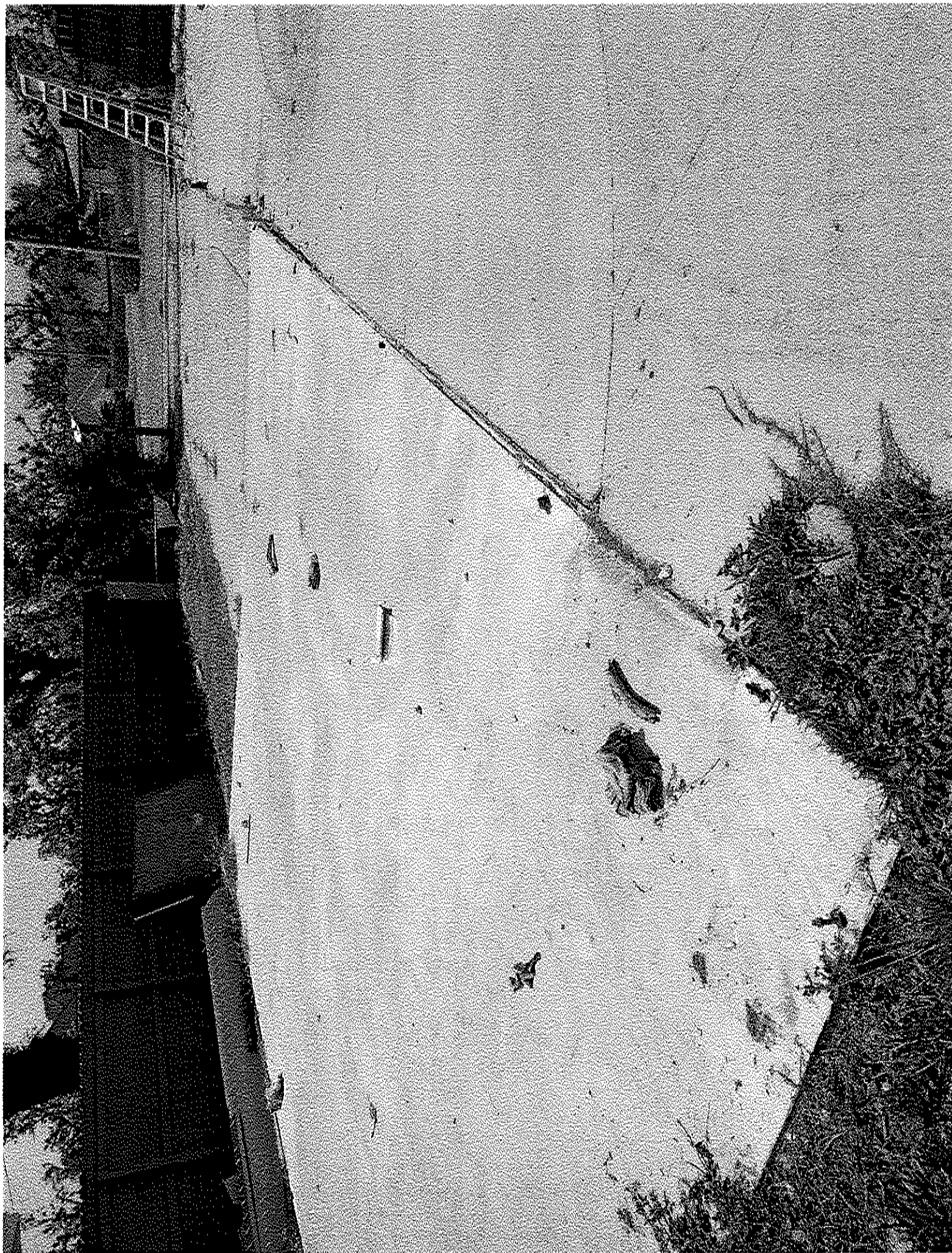
Disputing a charge with your credit card company may result in an additional \$40.00 charge.

FOP	F OPN PRCH	24
FST	AIN STRAGE	452
UOP	UNF OP POR	190
BAS	BASE AREA	1917
UEP	UENOPRCH	391











A GARAGE/WORKSHOP REBUILD FOR RYAN VESS

PARCEL ID NO.
25062-000-000

PHYSICAL ADDRESS
4801 N. LAKEWOOD DRIVE , PANAMA CITY, FL 32404

SITE AREA
EXISTING

FLOOD ZONE
ZONED "X"

OWNER
RYAN VESS

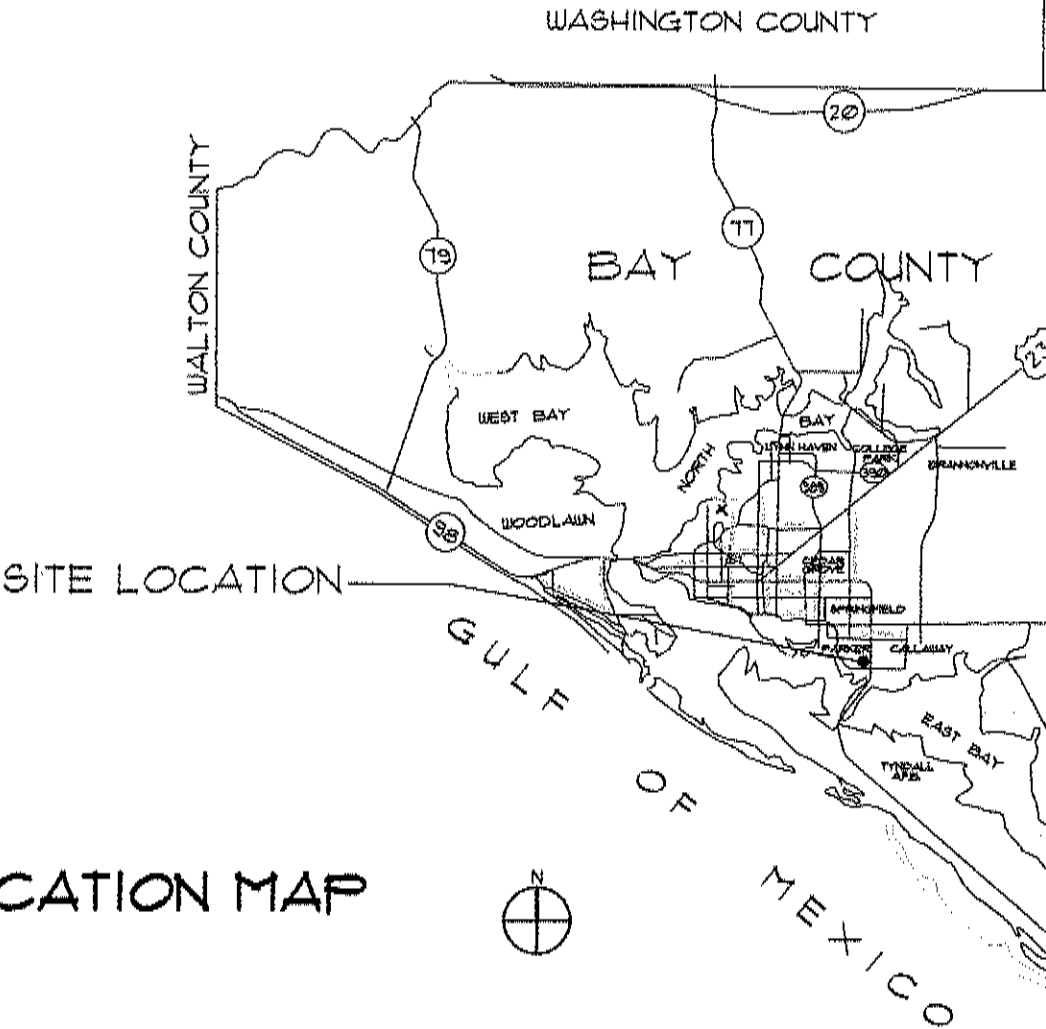
LEGAL DESCRIPTION
LAKEWOOD LOT 11 BLK 10 ORB 3783 PB 691

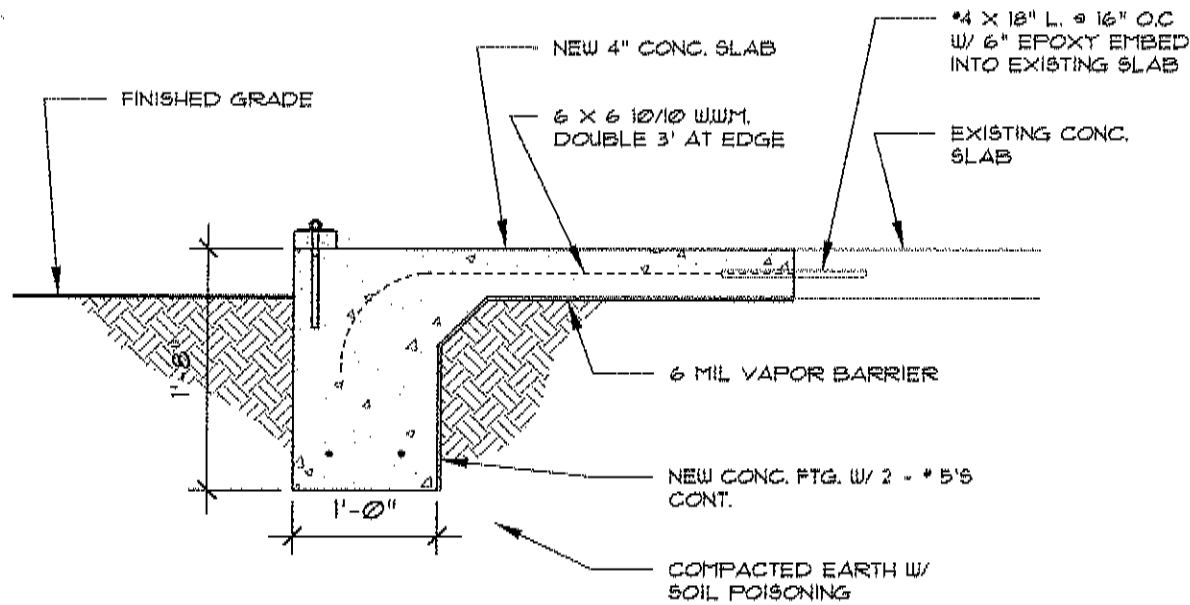
GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE 2011 FLORIDA BUILDING CODE, 6TH EDITION - BUILDING, AND APPLICABLE ORDINANCES OF CITY OF PARKER & BAY COUNTY, FLORIDA
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REPORT DISCREPANCIES TO THE ARCHITECT PRIOR TO AND DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY INCONSISTENCIES OR DISCREPANCIES DISCOVERED BETWEEN ACTUAL SITE CONDITIONS AND THOSE INDICATED ON THE DRAWINGS THAT WOULD AFFECT THE QUALITY OF THE WORK.
4. DEVIATIONS TO THE DRAWINGS NOT APPROVED IN WRITING BY THE ARCHITECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. CONTRACTOR SHALL VERIFY WITH THE OWNER(S) ALL DOOR AND WINDOW TYPES, SIZES, AND LOCATIONS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL VERIFY WITH THE OWNER(S) ALL TYPES, LOCATIONS, AND COLORS OF ALL FINISHES.

DESIGN CRITERIA

APPLICABLE BUILDING CODE	2011 FLORIDA BUILDING CODE 6TH ED. - RESIDENTIAL 2011 FLORIDA BUILDING CODE 6TH ED. - EXISTING BUILDING
OCCUPANCY CLASSIFICATION	RESIDENTIAL - R2
TYPE OF CONSTRUCTION	V
WIND SPEED - BY LOCATION	123 MPH (3 SEC. GUST)

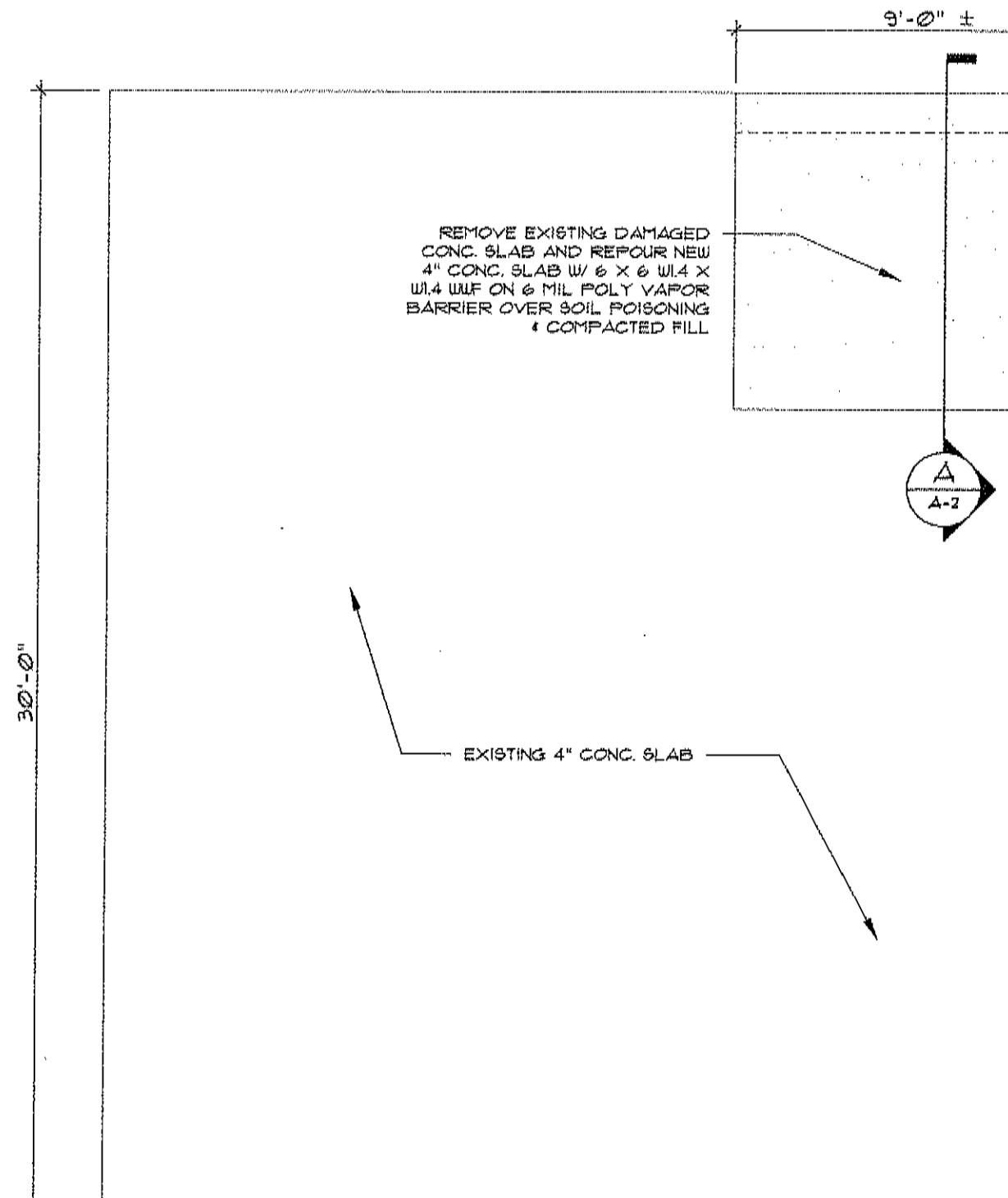




Ⓐ FOOTING DETAIL 3/4" = 1'-0"

FOUNDATION NOTES

1. ALL FOOTINGS SHALL REST ON SOIL CAPABLE OF SUPPORTING 2500 PSF. COMPACT EARTH IN BOTTOM OF FOOTINGS WITH A PNEUMATIC COMPACTOR BEFORE POURING CONCRETE.
2. ALL FILL FOR SLABS SHALL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY.
3. ALL POURED IN PLACE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI IN 28 DAYS.
4. CONTROL JOINTS, CUT 1/4 OF SLAB DEPTH, SHALL BE PLACED IN FOUNDATION WALL AT LOCATIONS SHOWN ON FOUNDATION PLAN. WHERE NONE ARE SHOWN, PLACE @ 20' o.c. JOINTS IN WALL TO BE FORMED V-JOINT.
5. ALL EXPOSED EDGES SHALL BE FORMED IN WOOD.
6. THE TREATED BEARING PLATE OF EXTERIOR STUD WALLS SHALL BE ANCHORED TO THE SLAB WITH 5/8" DIA. x 10" LONG GALVANIZED ANCHOR BOLTS AT 24" O.C.



ELECTRICAL NOTES

1. THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION. REFER TO OTHER DRAWINGS FOR LOCATION OF EQUIPMENT PROVIDED BY OTHERS TO BE CONNECTED BY THE ELECTRICAL CONTRACTOR.
2. RECEPTACLES, SWITCHES, AND COVER PLATES COLOR SHALL BE SELECTED BY THE ARCHITECT OR OWNER FROM STANDARD COLORS, UNLESS SPECIFIED OTHERWISE.
3. WALL SWITCHES SHALL BE MOUNTED 4'-0" AFF. DUPLEX RECEPTACLES SHALL BE MOUNTED 1'-0" AFF. UNLESS NOTED OTHERWISE.
4. VERIFY ALL DOOR SWINGS WITH THE ARCHITECTURAL DRAWINGS PRIOR TO ROUGHING IN WALL SWITCHES.

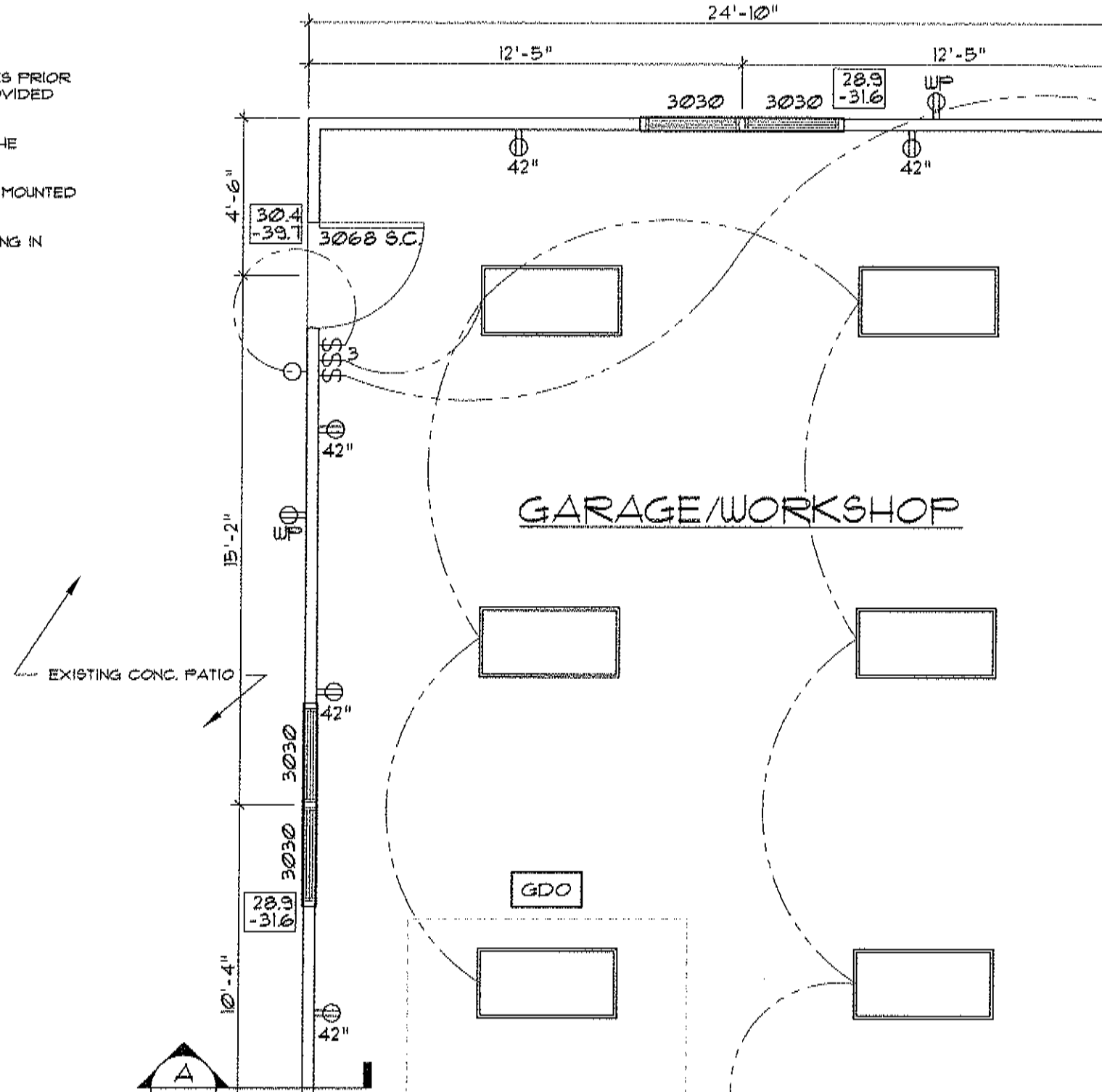
STRAPPING NOTES

ALL STRAPPING TO BE SIMPSON OR EQUAL
(Z-MAX COATED OR STAINLESS STEEL)

1. SHEATH ENTIRE BUILDING W/ 1/2" CDX PLYWOOD OR 7/16" OSB BOARD
2. USE MIN. 8D NAILS ON ALL SHEATHING SPACED @ 3" O.C. AROUND PERIMETER AND 4 6" O.C. ON ALL INTERMEDIATE FRAMING
3. USE MIN. 8d NAILS ON ALL ROOF SHEATHING MATERIALS SPACED AT 6" O.C. ON EDGES 4 12" O.C. ON ALL INTERMEDIATE FRAMING
4. THERE ARE TO BE PRO-BOLTS @ 8'-0" O.C. AND WITHIN 12" OF EACH CORNER AND BOTH SIDES OF ALL WALL OPENINGS GREATER THAN 6'-0".
5. USE SIMPSON MSTA18 STRAPPING OR EQUAL AT EACH HEADER/HEADER STUD CONNECTION
6. NO OTHER SHEARWALL CONNECTORS ARE REQ'D OTHER THAN ANCHOR BOLTS OR AS SHOWN
7. DOUBLE ALL HCPRF HURRICANE CLIPS WITHIN 8' OF ALL CORNERS AT EACH TRUSS/E CONNECTION

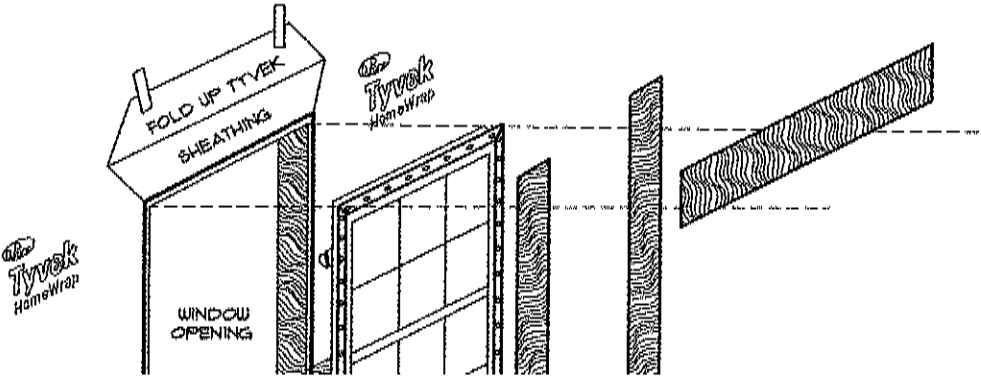
FRAMING NOTES

1. DESIGN LIVE LOAD FOR ROOF, 20 PSF.
DESIGN LIVE LOAD FOR WOOD FRAMED FLOORS 40 PSF.

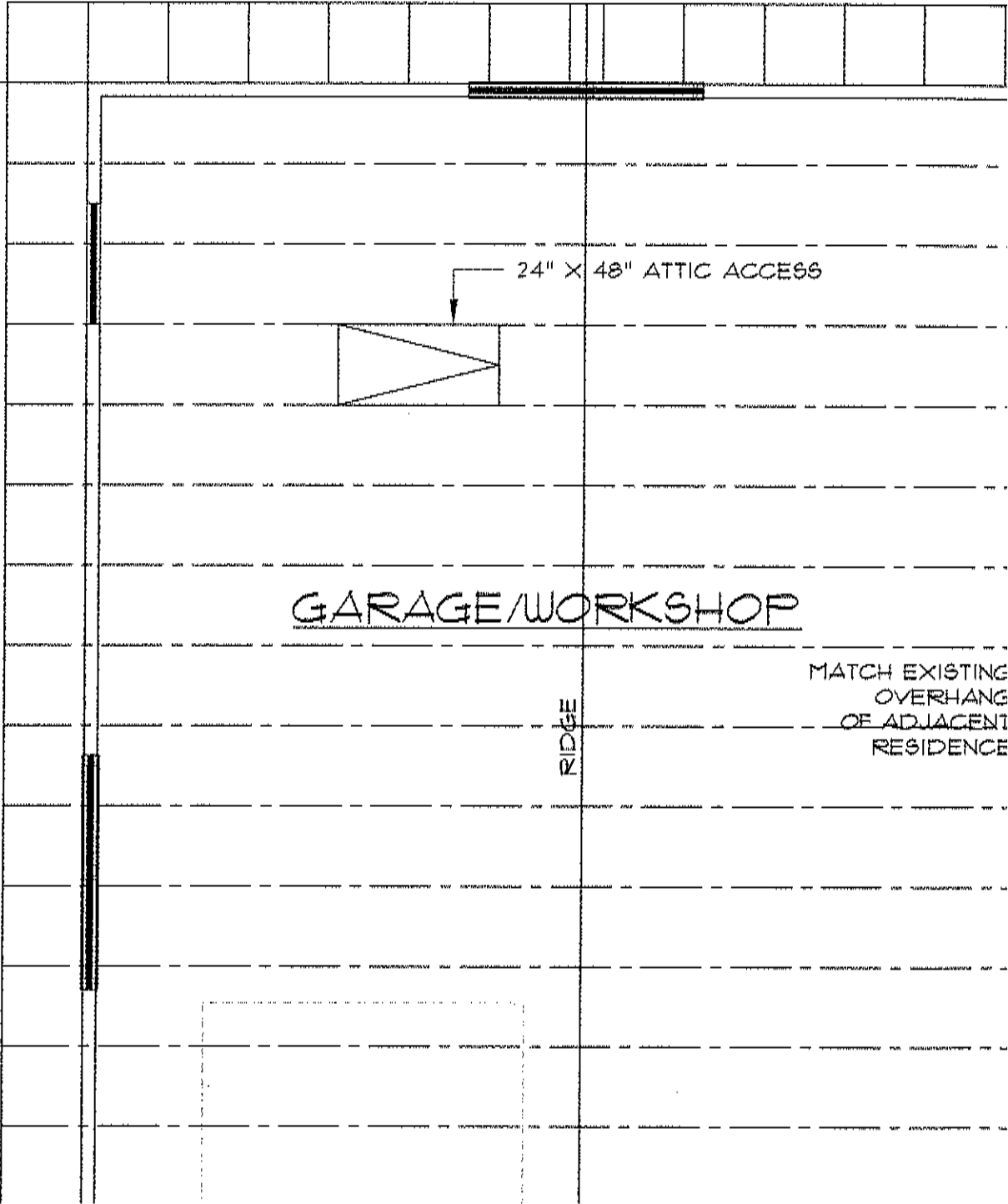


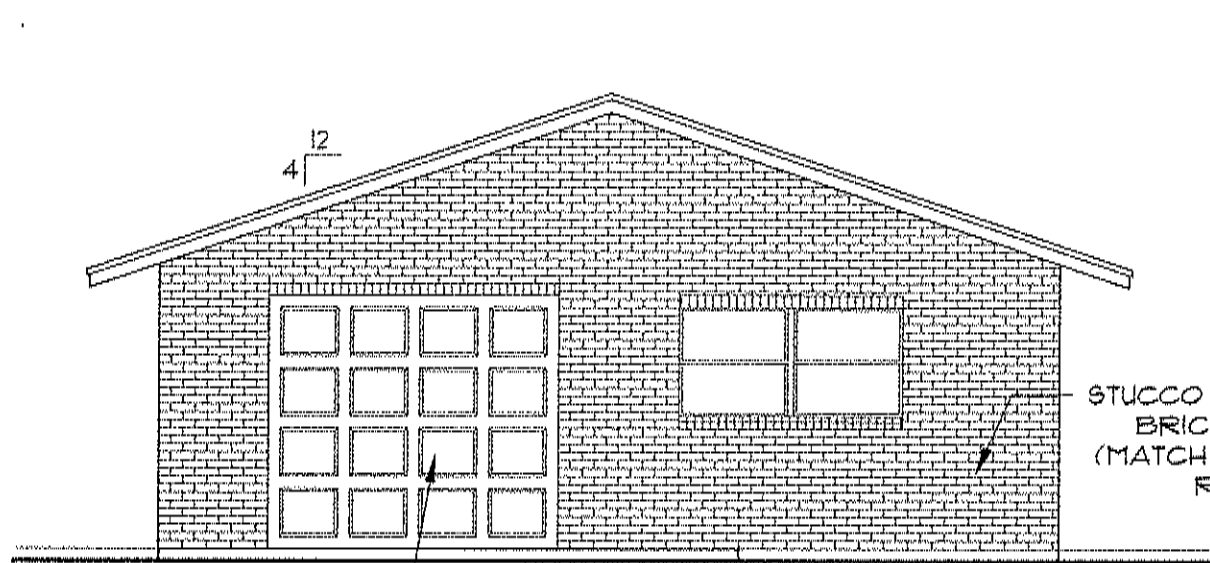
HEADER STUD/FULL STUD REQUIREMENTS		
SPAN	FULL STUDS	HEADER STUDS
< 7'	2	1
< 18'	3	2
NOTE: FOR BEARING WALLS LESS THAN 10' IN HEIGHT & 2X4 STUDS SPACED 16" O.C.		

LOAD BEARING HEADER SCHEDULE		
OPENING SIZE	HEADER SIZE	NOTE: ALL WOOD HEADERS TO BE MIN. #2 SYP. 1/2" CDX PLYWOOD TO BE SANDWICHED BETWEEN HEADERS
< 3'	2- 2x6's	
3' < 4'	2- 2x8's	
4' < 6'	2- 2x10's	
6' < 8'	2- 2x12's	
GARAGE DOORS	ENGINEERED WOOD BEAM	



PRE-ENGINEERED WD. TRUSSES @ 24" O.C.

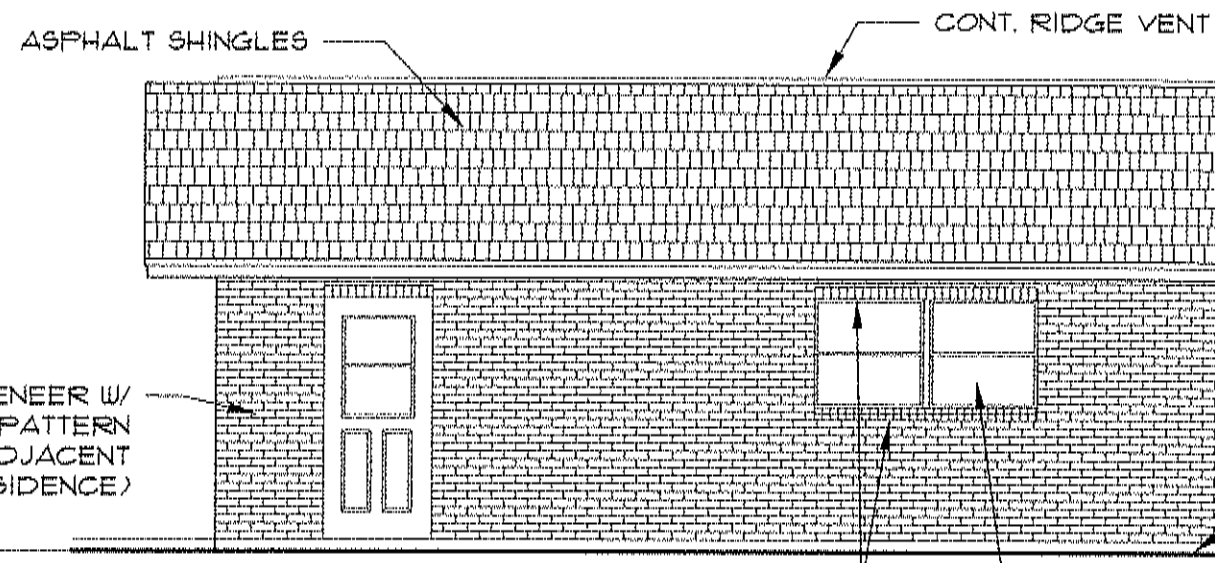




STL. OVERHEAD
GARAGE DOOR

SOUTH ELEVATION

3/16" = 1'-0"

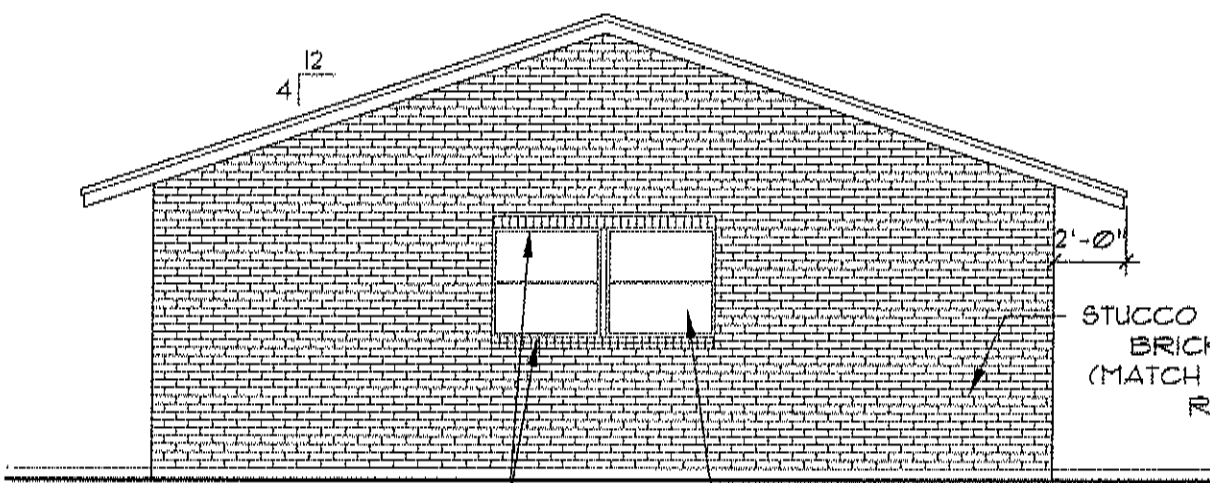


HEADER & SILL - MATCH
EXISTING RESIDENCE -
TYPICAL

SINGLE HUNG
WINDOWS

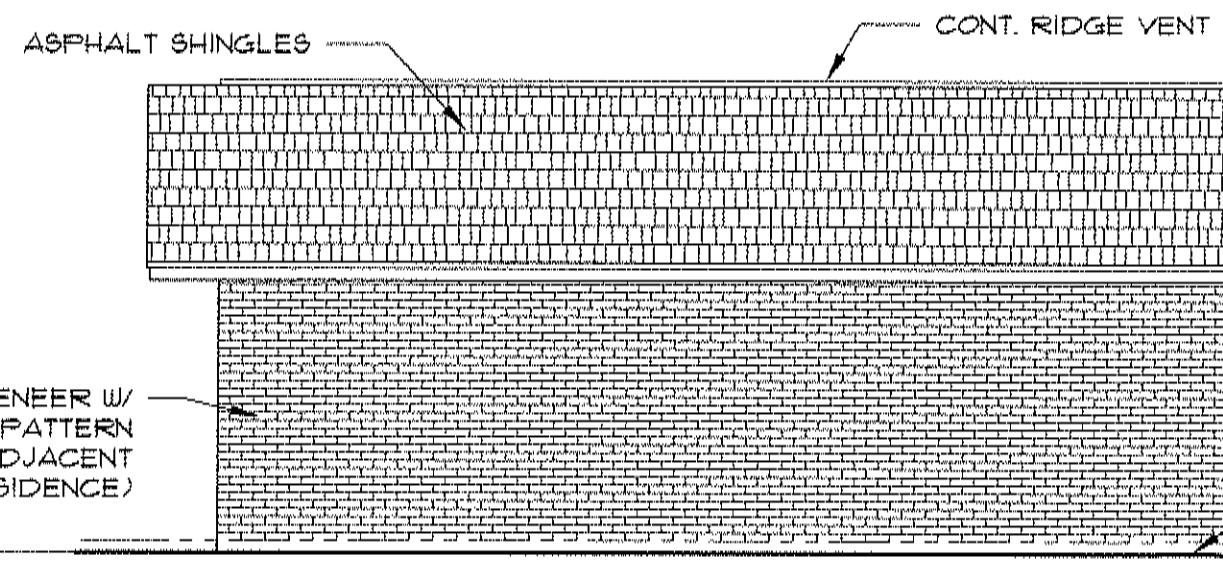
WEST ELEVATION

3/16" = 1'-0"

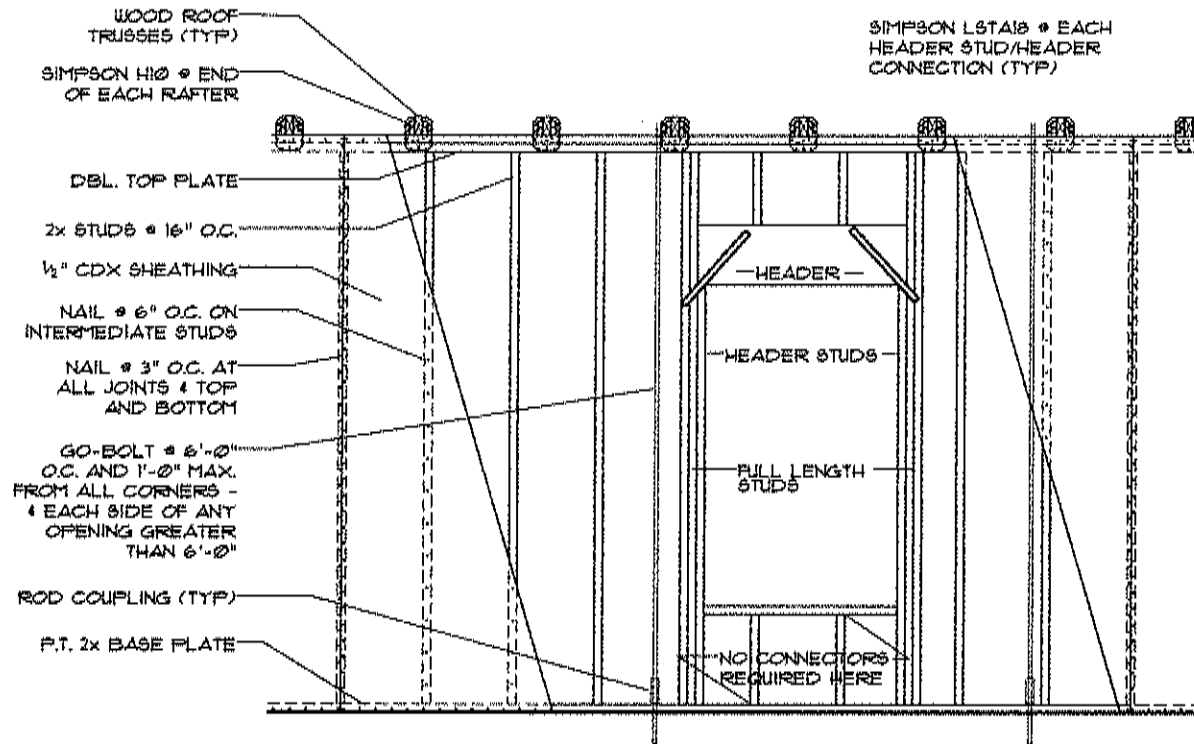


HEADER & SILL - MATCH
EXISTING RESIDENCE -
TYPICAL

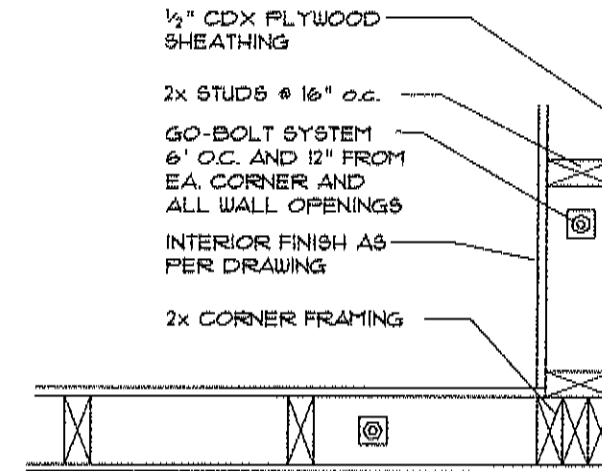
SINGLE HUNG
WINDOWS



EAST ELEVATION

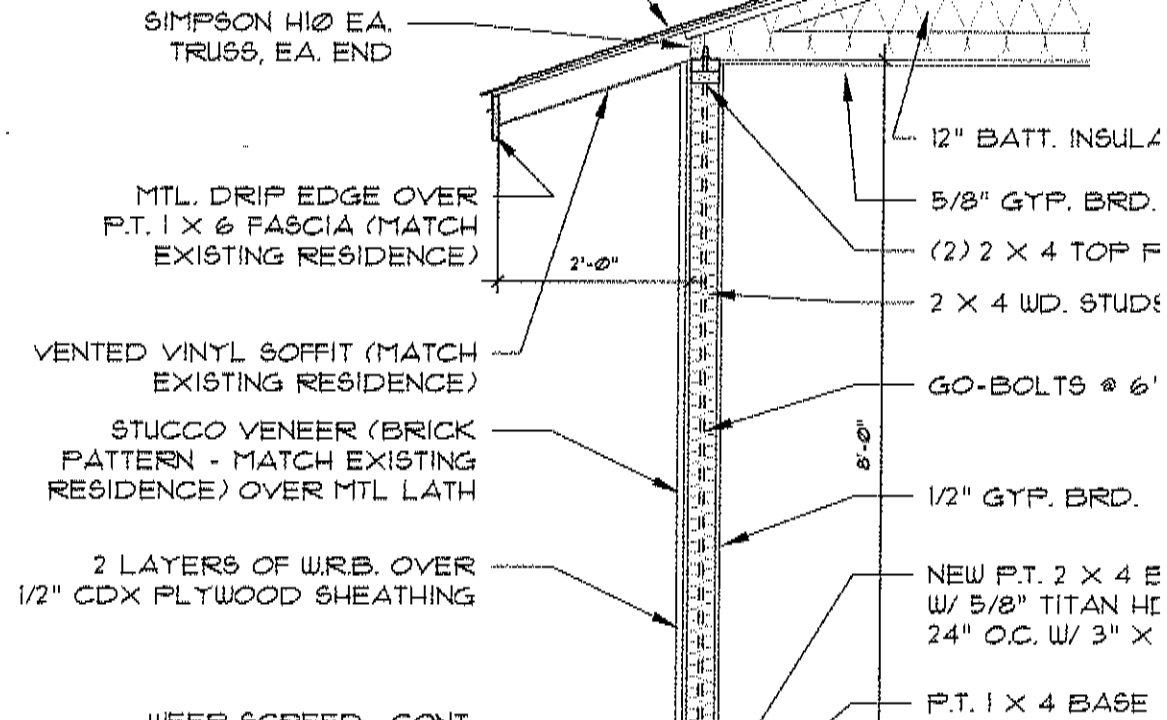


TYPICAL STRAPPING DETAILS
N.T.S.



TYPICAL CORNER ANCHOR PLAN
N.T.S.

ASPHALT SHINGLES OVER
CONT. WIND & WATER BARRIER &
5/8" APA EXT. PLYWOOD SHEATHING



EXTERIOR WINDOW & DOOR NOTES

1. ALL EXTERIOR WINDOW & DOOR ASSEMBLIES SHALL BE RATED FOR DESIGN WIND LOAD & DESIGN PRESSURES INDICATED.
2. ALL WINDOW & DOOR ASSEMBLIES SHALL BEAR CERTIFICATE OF MANUFACTURER & INDICATE TESTING LABORATORY APPROVAL AND COMPLIANCE WITH THE 2017 FLORIDA BUILDING CODE, 6TH EDITION.
3. WINDOWS & GLASS DOORS SHALL BEAR SUPPLEMENTAL LABEL CONFORMING TO AAMA 203 INDICATING DESIGN WIND LOADS AND PRESSURES.
4. DOOR ASSEMBLIES SHALL BE LISTED & TESTED FOR 10 SECOND PERIOD AT A LOAD EQUAL TO 1.5 TIMES THE DESIGN PRESSURE.
5. ALL WINDOW & DOORS ASSEMBLIES SHALL BE ANCHORED IN ACCORDANCE WITH THE

WEEK 2022-2023 CONT.

📧 Reply all | ▾ 🗑 Delete Junk | ▾ ...

Re: RYAN VESS variance 4801 n lakewood dr



Lou Bradford

Today, 9:00 AM

Ryan Vess <ryan@artconstruction.com> ▾

📧 Reply all | ▾

Sent Items

Mr Vess,

I need a site plan that shows the lot and where the proposed structure is going along with where the house is. Your variance request will be the difference of the 5ft side setback from where you propose to place your new structure but there needs to be a site plan to show the Council a clear picture of what you are asking for. Also there is the 10 ft setback between other structures that need to be identified. Please send me a site plan asap so that I can get the wording done for the sign. As I told you the sign needs to be posted 7 days prior to the meeting.

Lou Bradford

850-871-4949

From: Ryan Vess <ryan@artconstruction.com>

Sent: Tuesday, July 2, 2019 9:45 AM

To: Lou Bradford

Subject: RYAN VESS variance 4801 n lakewood dr



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Public Works

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: Approve resolution authorizing execution of a state funded grant agreement for signage and hydrant repair

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☒

N/A

☐

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

\$37,500 grant as provided through legislative appropriation request with Senator Gainer and Representative Trumbull offices – Amount represents 12.5% share of \$300,000 project

AGENDA ITEM # 3

2019-361

RESOLUTION NO. 2019-361

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, FLORIDA, AUTHORIZING THE EXECUTION OF A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PARKER, FLORIDA, REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("Department") is authorized to provide the Department's participation in The City of Parker, Florida's ("City") Signage and Hydrant Repair and Replacement ("Project") pursuant to Sections 334.044 and 334,044(7), Florida Statutes, and Chapter 2019-115, Laws of Florida;

WHEREAS, Department has agreed to provide financial assistance to the City of Parker, Florida ("City") for the Project; and

WHEREAS, as a condition to the provision of financial assistance for the Project, the Department has requested the City enter into a State-Funded Grant Agreement ("Agreement") by and between the Department and the City, the form of which is attached hereto as Exhibit "A".

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

Section 1. The City agrees to enter into, execute and abide by the terms and conditions of the Agreement.

___/___/2019

2019-___

Section 2. All other resolutions or parts of resolutions of the City in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 3. If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Parker, Florida on this ____ day of _____, 2019.

CITY OF PARKER

RICHARD MUSGRAVE, MAYOR

ATTEST:

_____, CITY CLERK

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

RICHARD MUSGRAVE, MAYOR

____/____/2019

2019-____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
02/19

FPN: <u>445812-1-54-01</u>	Fund: <u>EM20</u>	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>(46) Bay County</u>	Contract No: _____	Vendor No: <u>F591210069001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Parker, Florida, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ 1989-A, Chapter 2019-115, LOF, Local Transportation Project, (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in City of Parker Signage and Hydrant Repair and Replacement, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$37,500. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$37,500 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

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Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

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the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's

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Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making

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of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C", Engineer's Certification of Compliance** is attached and incorporated into this Agreement.
- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit C: Engineer's Certification of Compliance

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Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Parker, Florida

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445812-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

City of Parker, Florida (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Miles

PROJECT DESCRIPTION: This project is for signage and hydrant repair and replacement. The project will include the replacement of 4 fire hydrants and approximately 129 signs located on the City's roadways that were damaged as a result of Hurricane Michael.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

(also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by October 31, 2020.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

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STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS: <u>City of Parker, Florida</u> <u>1001 W Park Street</u> <u>Parker, Florida 32404</u>	FINANCIAL PROJECT NUMBER: <u>445812-1-54-01</u>
---	---

I. PHASE OF WORK by Fiscal Year:	FY 2020	FY2021	FY2022	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 37,500.00	\$ 0.00	\$ 0.00	\$37,500.00
Maximum Department Participation - (<u>Local Transportation Project</u>)	100% or \$ 37,500.00	or % \$	or % \$	or % \$ 37,500.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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SCHEDULE OF FINANCIAL ASSISTANCE

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Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$37,500.00	\$0.00	\$0.00	\$37,500.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature Date

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Parker

PROJECT DESCRIPTION: City of Parker Signage & Hydrant Repair and Replacement

FPID#: 445812-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, 55.039

***Award Amount:** \$37,500.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Planning Commission

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: First reading of revised mobile home ordinance

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

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

Mobile Home ordinance was updated based upon all of the public comment received. The current version incorporates the comments heard. This would be a first reading and public hearing.

AGENDA ITEM # 4
2019-384

ORDINANCE NO. 2019- 384

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

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

Sec. 2-2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BILLBOARD. (See "Off-Premise Sign")

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

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

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

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

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

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

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

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

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

CITY CLERK. The duly appointed clerk of the City.

CITY COUNCIL. The elected legislative body of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY. Bay County, Florida.

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

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

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

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

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

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

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

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

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

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

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

DOUBLE-FACED SIGN. A sign with two faces.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOCAL PLANNING AGENCY. The Planning Commission of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARK. A neighborhood, community, or regional park.

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

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

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

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

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

PLANNING COMMISSION. The appointed planning commission of the City.

PLAYGROUND. A recreation area with play apparatus.

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

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

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

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

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

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

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

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

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

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

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

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

PUD. Planned Unit Development

QUADRAPLEX. A residential building with four separate dwelling units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGN, AREA OF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Field Code Changed

Field Code Changed

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

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

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

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

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

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

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

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

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

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

Section 2. Section 3-4.3 of the LDR adopted by reference in

Ordinance No. 2012-358, as amended, is hereby amended as follows:

3-4.3 Permit Approval Authority

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

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

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

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

4-5.1 Residential (RES)

1. Purpose

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

2. Allowable Uses

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

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

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

3. Conditional Uses

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

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

4. Development Standards

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

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

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

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

1. Purpose

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

2. Allowable Uses

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

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

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

3. Conditional Uses

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

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

4. Prohibited Uses

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

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

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

- a. Maximum Density: 15 du/ac

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

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

4-5.3 Mixed Use Two (MU-2)

1. Purpose

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

2. Allowable Uses

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

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

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

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

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

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

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

4. Prohibited Uses

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

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

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

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

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

f. Floor Area Ratio (FAR): 1.0

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

4-5.4 General Commercial (GC)

1. Purpose

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

2. Allowable Uses

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

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

3. Development Standards

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

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

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

4-8.4 Nonconforming Uses.

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

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

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

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

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

5-11.1 Purpose

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

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

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

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

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

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

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

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

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

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

1. Minimum size. All mobile home / manufactured home parks shall have space and accommodations for at least 3 mobile homes / manufactured home.
2. Location. No mobile home / manufactured home park shall be established or maintained except on property immediately abutting adjacent to Business Highway 98 or Highway 22-A.
3. Spacing. No mobile home / manufactured home shall be permitted any closer than 10 feet from another structure, a mobile home / manufactured home, or patio of a third person, or 10 feet from any driveway, excluding any tool or storage building. An accessory structure when attached to a mobile home / manufactured home shall be for purposes of separation requirements considered a part of the home.
4. Setback. No mobile home / manufactured home shall be permitted within 20 feet of the right-of-way of any roadway or 10 feet from any lot line.
5. Recreation. Each mobile home / manufactured home park shall contain one or more recreation areas, developed and accessible to all sites. Such areas shall not be less than 1,000 square feet for each seven mobile home / manufactured home sites.
6. Greenbelt. A landscaped greenbelt not less than 10 feet in width shall be located along the boundary of each mobile home / manufactured home park except where crossed by driveways. A privacy fence or sight screen is acceptable in lieu of a landscaped greenbelt.
7. Lot Size. Each mobile home / manufactured home shall be parked on a lot not less than 5,000 square feet having a minimum width of 50 feet and a minimum depth of 100 feet.
8. ~~Storage. No materials shall be stored in the open area below a mobile home / manufactured home unless it is enclosed with a solid screen.~~
7989. Streets. The developer/owner of a mobile home / manufactured home park shall pave all roadways within the park to the following minimum widths: One-way roadways not less than 16 feet; two-way roadways not less than 22 feet.

~~89~~10. Recreational Vehicles. Recreational Vehicles (RV) used for living or sleeping purposes shall not be permitted within Manufactured or Mobile Home Parks.

~~11.~~ Wind Zone. All new and used mobile home / manufactured homes can only be placed or re-sited within the Wind Zone area for which the home was constructed and designated, as indicated on the data plate or other documents. The City of Parker is located within Wind Zone II, therefore all new and used mobile home / manufactured homes must be designed to meet the standards of Wind Zone II. All mobile homes / manufactured homes shall be installed with foundations and anchoring systems adequate to sustain wind loads safely and in accordance with regulations of the state, this City and all other governmental entities.

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

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

~~9~~10. Lot Coverage with Impervious Surface. Notwithstanding anything to the contrary herein, the maximum percentage of impervious surface coverage of the gross site area for mobile home / manufactured home parks is ~~fifty (50)~~^{eighty (80)} percent.

~~40~~11. Maximum Residential Density. The total number of dwelling units divided by the total site area, less public right-of-way, for mobile home / manufactured home parks shall not exceed 5 dwelling units per acre.

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

~~44~~13. Access to Mobile Home Spaces. Each mobile home shall have unobstructed access at least 15 feet wide to a public or private street.

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

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

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

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

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

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

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

5-11.4 Rules Relating to Mobile Homes / Manufactured Homes

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

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

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

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

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

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

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

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

Section 12. Section 5-11.4 of the LDR adopted by reference in Ordinance No. 2012-356, as amended, is renumbered to Section 5-11.5 and amended to read as follows:

5-11.45 Exceptions

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

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

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

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

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

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

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

5-11.6 No New Mobile Home Parks

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

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

5-12.2 Regulation of Recreational Vehicle Parks

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

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

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

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

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

65. Required improvements:

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

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

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

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

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

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

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

4498. Manufactured Homes or Mobile Homes shall not be permitted within Recreational Vehicle Parks.

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

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

~~43. Recreational Vehicles shall not be located within the front yard for more than 30 consecutive days.~~

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

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

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

5-12.3 Regulation of Recreational Vehicles

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

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

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

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

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

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

5-12.4 No New Recreational Vehicle Parks

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

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

6-1.3 Development Review Process

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

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

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

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

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

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

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

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

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

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

6-3.1 Existing Non-Conforming Development

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

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

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

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

Section 19. Severability.

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

Section 20. Scrivener's Error.

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

Section 21. Ordinance to be Liberally Construed.

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

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

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

Section 23. Effective Date.

This Ordinance shall take effect immediately upon its

passage.

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

CITY OF PARKER

Richard Musgrave, Mayor

ATTEST:

Nancy Rowell, City Clerk

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

Richard Musgrave, Mayor



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Fire Chief

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: Approve resolution that authorizes mutual aid agreement

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☐

N/A

☒

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

We've updated a new mutual aid agreement as part of the City of Parker's Emergency Response Plan

AGENDA ITEM # 5

2019-359

RESOLUTION NO. 2019-359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, FLORIDA, AUTHORIZING THE REQUEST FOR, PROVISION OF, AND RECEIPT OF INTERJURISDICTIONAL MUTUAL ASSISTANCE IN ACCORDANCE WITH THE EMERGENCY MANAGEMENT ACT, CHAPTER 252, REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorized the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area.

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

Section 1. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, the City of Parker, Florida hereby adopts the Statewide Mutual Aid Agreement, the form of which is attached hereto as Exhibit "A".

Section 2. All other resolutions or parts of resolutions of the City in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

___/___/2019

2019-___

Section 3. If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

Section 5. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Parker, Florida on this ____ day of _____, 2019.

CITY OF PARKER

RICHARD MUSGRAVE, MAYOR

ATTEST:

_____, CITY CLERK

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

RICHARD MUSGRAVE, MAYOR

____/____/2019

2019-____



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Mayor/Finance

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: Council approve update of signature cards for City of Parker bank accounts

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

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NO

☐

N/A

☐

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

Following names will be deleted:

- Mr. Miller
- Mr. Chaple
- Ms. Rowell

Following names will be added:

- Stacie Galbreath
- Tonya Barrow
- Danielle Baker

All other existing names continue

AGENDA ITEM # 6



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Mayor

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: No action needed as yet

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES



NO



N/A



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

Review actions taken thus far in pursuing alternatives to 1) update LDR, and 2) perform normal planning functions as needed

AGENDA ITEM # 7

Planning research

LDR Revision

Contacted Emerald Coast Regional Council (former West Florida Planning Council) – No return call

Met with Allara Mills Gutcher of TPC (responded to Comp Plan bid but was more costly)

Talked with William Whitson (former CRA director for Panama City, now has own consulting firm) who has out of state resource

Discussion with 3TP Ventures (firm who did the Comp Plan update) – they are interested and will be sending a proposal: they are the most familiar with our LDR and the changes made to the Comp Plan that have to be incorporated into the LDR

Will need to get three hourly rate bids for this project

Planning Reviews

Lamar Carroll has agreed to perform the planning function that Lou and Tim Whaler previously provided, while forwarding more complex requests to our engineering firm. Mr. Carroll will be available for a half-day per week initially and adjust as needed.



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Mr. Sloan

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: Determine whether or not we wish to move forward with a public auction for the former Miller Motors site

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

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NO

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N/A

☐

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

We have an individual interested in purchasing the old Miller Motor parcel. He has offered a minimum of \$4,000. Council needs to determine process and any minimum price for an auction.

AGENDA ITEM #

8

City of Parker,

My name is Larry Wildhaber and I'm currently stationed overseas and moving back to Parker within a year. I would like to request the chance to place a bid by mail for the Millers Motor property (which I believe is 4437 business 98) that sits vacant in order to develop the location into an operational business/businesses. If accepted I would be placing a bid at a minimum of \$4,000. For any forms that would need to be signed, Chief Andrew Kelly would be my Power of Attorney.

I will unfortunately be deploying in a weeks' time and may not receive your response for a few weeks until my new mailing address is established. If at all possible, you are welcome to use my email address lwildhaber2@gmail.com to reach me at a quicker pace.

RECEIVED

JUN 26 2019

CITY OF PARKER



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Mayor/Finance

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: Approve pursuit of FEMA CDL (Community Disaster Loan) through the Stafford Act and authorized Mayor to execute contract

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

☐

NO

☒

N/A

☐

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

Community Disaster Loans is a program for municipalities that suffered significant revenue losses due to presidentially declared natural disasters. Loan cap is 25% of approved operating budget for the FY in which the disaster occurred. Loan is for five years and can be forgiven if there are cumulative losses over the next three years.



FEMA

Fact Sheet

Public Assistance

Community Disaster Loan (CDL) Cancellations

If a borrower can demonstrate that they have a cumulative 3-year operating deficit following the disaster and associate that deficit with a disaster-related loss in revenue, including unreimbursed disaster-related expenditures (UDRE), they can have all or part of the loan cancelled, along with the related interest. 44 CFR §206.366

Qualifying for a CDL:

- To initiate the process, the borrower must submit a cancellation request to the Governor's Authorized Representative (GAR).
- The CDL recipient (borrower) must provide all required documentation to FEMA.
- There must be a cumulative three-year operating deficit associated to a disaster-related loss in revenue, including increase in operating expenditures due to unreimbursed disaster-related expenses.
- FEMA will assist the borrower in submission of the Federal Application for Loan Cancellation (Form 009-0-15).

Cancellation Analysis

1. FEMA will analyze the audited financial statements of the borrower for the three years following the disaster by:
 - Comparing operating revenues and operating expenditures for the three years following the disaster, minus any non-operating revenues and non-operating expenditures, to produce a three-year cumulative operating surplus or deficit.
 - If a cumulative three-year deficit is calculated comparing actual operating revenues and actual operating expenditures, a *revenue analysis* occurs to perform a second calculation.
2. The revenue analysis helps compare pre-disaster baseline revenues, as calculated in the original loan application process, against actual operating revenues from the audited financial statements to determine if a three-year cumulative revenue loss exists.

FEMA Makes Final Determination

- If the calculations result in a deficit and a loss, the lesser of the two is used to either partially or fully cancel the CDL.
- If a cumulative operating surplus exists in the first calculation, no amount is cancelled.
- Governments that do not qualify for cancellation must repay the loan according to terms set forth in the promissory note.
- The term of the loan can be extended to a total of ten years, with the applicant selecting the payment schedule. Interest on the loan will continue to accrue until the loan is fully repaid.

Required Documentation

1. For the fiscal year of the disaster and the three subsequent fiscal years, FEMA needs the following:
 - Copies of the Operating Budgets
 - Annual (Audited) Financial Statements
 - Actual post-disaster revenue (by revenue source) for all operating funds
 - Property tax information
 - List and description of applicable operating fund transfers and capital expenditures
2. Descriptions of various funds utilized, such as the General Fund, Special Revenue Funds of an operating nature, and Enterprise Funds.
3. Statement by the Applicant's Authorized Representative indicating that the Applicant's actual revenue loss is due primarily to the disaster, and not any other significant factors.
4. Insurance reimbursements received related to the disaster.
5. A list of grants received for each fund, detailed by year for the five years prior to the disaster, the year of the disaster, and the three-year period post-disaster. The FEMA Public Assistance grants must be broken down between Category A, B, and C-G.
6. If needed, actual unreimbursed disaster-related expenditures (UDRE), including supporting documentation for such expenditures.



FEMA

Fact Sheet

Public Assistance

What is the Community Disaster Loan (CDL) Program?

The CDL Program provides operational funding to help local governments that have incurred a significant loss in revenue, due to a major disaster, that has or will adversely affect their ability to provide essential municipal services.

The Stafford Act authorizes FEMA to provide direct loans to local governments who have suffered a substantial loss, as a result of a major presidentially declared disaster, and can demonstrate a need for Federal financial assistance in order to perform its governmental functions. 44 CFR §206.361(a).

To qualify for a CDL the Applicant / local government must:

- Be located in the presidentially declared disaster area, and the disaster must have adversely affected the level of essential municipal services previously provided. 44 CFR §206.363(b)(2)
- Be able to show a substantial loss (greater than 5%) of tax and other revenues for the current or succeeding year as a result of a major disaster. 44 CFR §206.363(b)(2)
- Not be in arrears with respect to any payments due on previous loans.
- Ensure State law doesn't prohibit local governments from incurring indebtedness resulting from a federal loan. 44 CFR §206.363(a)(1)

FEMA will help guide CDL Applicants by:

- Explaining the requirements and providing technical assistance to expedite the application and approval process.
- Performing financial qualification analysis to determine how much the Applicant can qualify for (up to \$5M).
- Helping the local government meet all applicable deadlines.

Apply for a CDL:

- To initiate the process, the Governor's Authorized Representative shall request activation of CDL Program for the specific disaster(s). Please contact the CDL Program Manager, Martha Castro, at Martha.Castro@fema.dhs.gov.

Frequently Asked Questions

What can the CDL funds be used for?

- Funds must be used to carry on existing essential municipal services or to expand such essential functions to meet disaster-related needs. 44CFR §206.361(f).

How long is a local community eligible for a CDL?

- The deadline to apply for a CDL is determined from the end of the incident period through the end of the following fiscal year (FY).

What's the limit on the dollar amount of a CDL?

- Loan amounts cannot exceed:
 - o the cumulative est. revenue loss for the FY of the disaster and the subsequent three FYs; or
 - o 25% of the approved operating budget of the local government for the FY in which the disaster occurred or the subsequent FY; or
 - o the \$5,000,000 loan cap.
- If the estimated revenue loss for the FY of the disaster is at least 75% of the local government's operating budget for that FY, the loan may be 50% of the local government's operating budget for the FY of the disaster but shall not exceed \$5 million.

What is the term of the loan?

- The term of the loan is five years, and can be extended to ten years, with an Applicant selected payment schedule. 44 CFR §206.361(e)
- The interest rate for the five-year maturities are determined by the Secretary of the Treasury on the date the promissory note is executed by FEMA, adjusted to the nearest 1/8th percent. 44 CFR §206.361(c).



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Mr. Sloan

2. MEETING DATE:

July 16, 2019

3. REQUESTED MOTION/ACTION: Have Mr. Sloan request an Attorney General opinion on process to authorize ad-valorem tax

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES

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NO

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N/A

☐

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

Although there are no immediate plans on pursuing ad-valorem taxes, we need to get clarification as to if we did wish to proceed, whether or not we require a voter referendum or can it be solely by action of the Council.

AGENDA ITEM # 10