



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

Stacie Galbreath

John Haney

Tonya Barrow

Attorney

Tim Sloan

PUBLIC NOTICE

REGULAR MEETING

OF

THE CITY OF PARKER COUNCIL

September 3, 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

PLEDGE OF ALLEGIANCE

ROLL CALL - City Clerk Baker

APPROVAL OF MINUTES – City Council
Regular Meeting August 20,2019

ITEMS FROM THE AUDIENCE (non-agenda items)

REGULAR AGENDA

- 1. Proclamation – Library Card Sign-up Month - Mayor Musgrave**
- 2. Update of HBO Storage Reconstruction and Request to Extend DO into February 2020 - Greg Wallace (CT Darnell)**
- 3. Biweekly Financial Update – Mayor Musgrave**
- 4. Dock Permit – Von Gunton – 6101 SW 51st Davie – Hear request for dock permit replacing dock destroyed/damaged by Hurricane**
- 5. Public Hearing and First Reading of Mobile Home Ordinance No. 2019-384 – Council**
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 OS SCRIVENER'S ERRORS; PROVIDING FOR THE LIBERAL CONSTRUCTION OF THIS ORDINANCE; PROVIDING FOR REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.
- 6. Extension of Moratorium – Upon Approval of the 1st Read of Ordinance 2019-384 and in the event that there is no passage of said Ordinance, there will be a required motion to extend the current City-wide Moratorium. – Council**
- 7. Second Reading and Adoption – Ordinance No. 2019-385 – Revising Utility Billing Dates – Council**
AN ORDINANCE OF THE CITY OF PARKER, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF PARKER (ORDINANCE NO. 2010-349, AS AMENDED); AMENDING CERTAIN PROVISIONS OF CHAPTER 82 OF THE CODE OF ORDINANCES RELATED TO UTILITY SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING A MECHANISM FOR THE CORRECTION OS SCRIVENER'S ERRORS; PROVIDING FOR THE LIBERAL CONSTRUCTION OF THIS ORDINANCE; PROVIDING FOR CODIFICATION AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.
- 8. Oath of Office – City Clerk Baker**

CLERK'S REPORT

COMMENTS AND ANNOUNCEMENTS

MAYOR'S REPORT

ADJOURNMENT

Upcoming Events

- **5 September - SPECIAL MEETING – 5:01PM – Budget First Hearing**
- **10 September – Planning Commission Meeting – 5:00PM**
- **19 September - SPECIAL MEETING – 5:01PM – Budget Second Hearing**

Danielle M. Baker, City Clerk

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

~ Proclamation ~

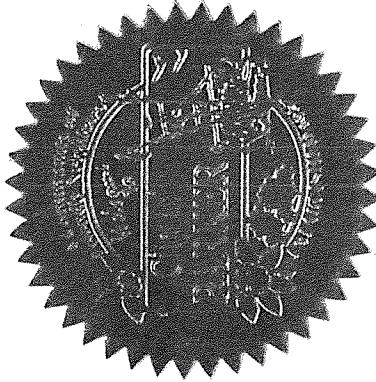
- WHEREAS,** Librarians work to meet the changing needs of their communities, including making literary and digital resources for everyone; and
- WHEREAS,** Libraries and librarians bring together community members to enrich and shape the community and address local issues; and
- WHEREAS,** Librarians are trained, tech-savvy professionals, offering digital and traditional literacy training and providing technology training and access to downloadable content; and
- WHEREAS,** Libraries play an important role in the education and development of children; and
- WHEREAS,** Library programs range broadly from early childhood school preparation, homework help and building research skills, computer classes, family and art programs, to access to financial aid resources; and
- WHEREAS,** The library card is access point to all the excitement the library has to share with the community and is the most important school supply of all; and

NOW, THEREFORE, I, Richard Musgrave, as Mayor of the City of Parker, do hereby proclaim **September 2019** to be

'Library Card Sign-up Month'

in Parker, Florida and encourage all residents to visit the library to sign up for your own library card and take advantage of the wonderful resources available at our Parker library.

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City of Parker, Florida to be affixed this 3rd day of September 2019.

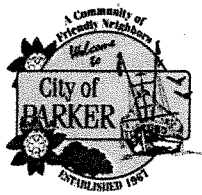


City of Parker, Florida

Richard P. Musgrave
MAYOR

ATTESTED TO:

Doreen M. Baker
CITY CLERK



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

PLANNING – Mr. Greg Wallace (CT Darnell)
for HBO Storage 330 S. Tyndall Pkwy

2. MEETING DATE:

3 September 2019

3. REQUESTED MOTION/ACTION:

Request extension of Development Order (DO) be continued through February 2020 due to extenuating circumstances.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES NO N/A

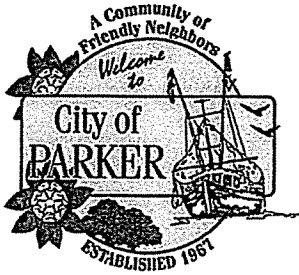
5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

Documentation attached will show original DO provided for 6 months working period and allowed for an extension if needed, to be granted upon approval by City Council.

Developer cites the Hurricane as the extenuating circumstance for non-completion of the initial DO. Construction schedule sets re-opening at Feb 2020.

Requesting specific signature from PW for submission to Dewberry for water main schematics.

Moving forward with this project will put one more local business into full operating status within city limits thus improving the economic status of the City and incentivizing other businesses to reopen as well.



CITY OF PARKER

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

July 10, 2018

DEVELOPMENT PERMIT

For Project Located at: 330 S. Tyndall Parkway—HBO Storage

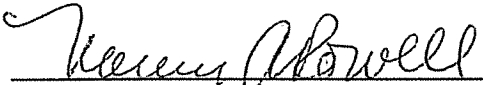
This Development Permit is granted to developer LGC of Bay County, LLC ("Developer") for the afore-named project subject to and conditioned upon the following:

- The Developer shall comply with all applicable provisions of the City of Parker's Comprehensive Plan and Land Development Regulations, any other applicable codes, ordinances and resolutions, all applicable permitting requirements of the State of Florida, federal or other regional or local agencies with permitting authority for said project, and the State of Florida Building Code as applicable in Bay County.
- This Development Permit is valid for a period of six (6) months from the date of issuance, meaning that substantial work on the project at the site must begin within that period and must continue without a break in work at the project site for more than six months. If there are extenuating circumstances, the City Council may extend the period, upon request of the Developer.
- Driveways, buildings, parking, landscaping/tree planting, signage, solid waste containers, utilities, storm water management facilities and any other noted items or requirements shown on the development application, plans, and any other documents of agreement, must be installed, constructed, or adhered to prior to final inspection by the City and prior to a Certificate of Occupancy being issued by the City.
- This Development Permit is supplemented by a Development Agreement regarding water infrastructure facilities, executed by the Developer and the City and attached hereto as Attachment 1.

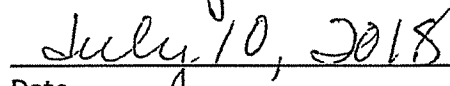
Page Two
Development Permit
HBO Storage
July 10, 2018

- All applicable fees, including but not limited to any impact or connection fees shall be paid no later than the earlier of 15 calendar days of the issuance of the Development Permit or prior to the commencement of work on the project at the site.
- The Developer shall establish and maintain during land preparation and construction all appropriate stormwater runoff and sedimentation controls necessary to prevent adverse impacts to City water bodies.
- The Developer shall execute the Development Agreement with exhibits prior to this Permit taking effect.

Issued by authority and action of the City of Parker Council at its meeting June 19, 2018.



Nancy A. Rowell, City Clerk



Date

DEVELOPMENT AGREEMENT

THIS Development Agreement ("Agreement") is made and entered into as of this 11th day of July, 2018, by and between CITY OF PARKER, a Florida municipal corporation ("City"); LGC OF BAY COUNTY, LLC, a Florida limited liability company ("Developer").

WHEREAS, Developer represents that Developer is the fee simple owner of that certain real property located within the City of Parker, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Developer has submitted an application to obtain a development permit from the City ("Permit") for additional development consisting of one new 17,600 square foot storage building, demolition of one existing building, attendant pavement improvements, restriping, landscaping and fencing ("Development") of the Property;

WHEREAS, as a part and condition of the approval process of the Permit for the Development and the subsequent development of the Property, Developer is required to install, repair, replace or upgrade by Developer (at no cost to City) certain infrastructure and facilities to service the needs of the Property including but not limited to water piping, meters, hydrants and associated facilities (collectively "Facilities") that will be sized and constructed under the direction of the City such that the final plan for potable water on the Property shall be in accordance with the plan attached hereto and made a part hereof as Exhibit "B" ("Water Plan");

WHEREAS, the payment of the cost of the Facilities is in addition to and not in substitution for the required impact and connection fees, if any, that must be paid by Developer; and

WHEREAS, all installation and replacement of the Facilities shall be completed prior to the construction of any additional vertical improvements on the Property.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. Improvements to and Installation of Facilities. Developer, at Developer's sole cost, shall permit and perform the following improvements to and installation of the Facilities on the Property.

a. The existing 6" sprinkler service line currently serving the existing improvements on the Property shall be extended to the rear of the back drive aisle behind the existing improvements, and a new fire hydrant will be set in accordance with the Water Plan.

b. The fire hydrant near the southern line of the Property shall be replaced.

c. The existing 6" fire hydrant service line shall be connected to the existing 6" water main located within the N. Lakewood Drive right-of-way.

d. An additional fire hydrant shall be set near the front of the proposed facility. This hydrant will be connected to the existing 6" water main located in the U.S. Highway 98 right-of-way.

e. Install water meters approved and purchased from City at locations depicted on the Water Plan.

f. All fire hydrants on the Property shall be AVK fire hydrants acceptable to the City.

g. All of the foregoing work and materials shall be overseen and approved by City.

2. Turnover of Fire Hydrants to City. Upon complete installation of the work described in Paragraph 1, the fire hydrants located on the Property shall be dedicated to the City; i.e., ownership shall transfer to the City. Thereafter, any repairs to said hydrants shall be at the City's expense.

3. Water Plan. Developer shall ensure the Facilities are constructed, installed, repaired and/or replaced in strict compliance with the Water Plan.

4. Easement. Developer shall execute and deliver to City an easement in favor of City for utilities and ingress and egress to the Fire Hydrants and the water meters on the Property having the form attached hereto and made a part hereof as Exhibit "C". Such easement shall be recorded, at Developer's expense, prior to the commencement of construction of any vertical improvements on the Property.

5. Requirements of Agreement. All requirements of this Agreement shall be fully complied with prior to any additional construction of vertical improvements on the Property.

6. Time of Essence. Time shall be of the essence as to all provisions of the Agreement.

7. Other Agreements. Except for the contents of the Permit, no prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and signed by both parties.

8. Agreement Not Recordable, Persons Bound and Notice. Neither this Agreement nor any notice thereof shall be recorded in any public records without the express prior consent of City. This Agreement shall bind and enure to the benefit of the parties hereto and their successors in interest and assigns. Whenever the context permits, singular shall include plural and one gender shall include all.

9. Assignment. This Agreement is not assignable by Developer without the express prior written consent of the City, such consent may be withheld at the discretion of the City.

10. Notices. All notices, requests and other communications to be made pursuant to this Agreement shall be in writing, addressed as follows:

a. If intended for City:

City of Parker
Attn: City Clerk
1001 West Park Street
Parker, FL 32401

copy to:

Timothy J. Sloan
Timothy J. Sloan, P.A.
427 McKenzie Avenue
Panama City, FL 32401

b. If intended for Developer:

LGC of Bay County, LLC
c/o Lee Eilers, Manager
PO Box 10351
Panama City, FL 32404

or such other address of which City or Developer shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereunder, if sent by U.S. Mail or Federal Express or some other similar expedited parcel handling service.

11. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Florida applicable to contracts made and to be performed in that State.

12. Jurisdiction and Venue. Jurisdiction and venue for any legal action brought in connection with this Agreement shall be in Bay County, Florida.

13. Remedies. All rights and remedies conferred hereunder upon the parties shall be cumulative and in addition to those available under the laws of the State of Florida or the United States.

14. Waiver. No failure of any party to exercise any rights conferred hereunder or to insist upon the strict compliance by the other party with the obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right later to demand exact compliance with the terms hereof.

15. Binding Covenants. The covenants contained herein run with the lands owned by the parties hereto and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors in interest and assigns.

16. Attorneys' Fees. In the event of any litigation pertaining in any way to the Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and all court costs at all trial and appellate levels and in all arbitration or mediation.

17. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the first date written above.

Witnesses:

Mary Lou Bradford
Print Name: MARY LOU BRADFORD

Nancy A. Rowell
Printed Name: Nancy A. Rowell

Stacy Sanders
LEE EILERS
Printed Name: Stacy Sanders

Teresa L. Brady
Printed Name: Teresa L. Brady

City:

Richard P. Musgrave
Richard Musgrave, as Mayor

Developer:

Lee Eilers
Lee Eilers, as sole Manager

EXHIBIT "A"

PARCEL ONE:

The following described real estate in Bay County, Florida:

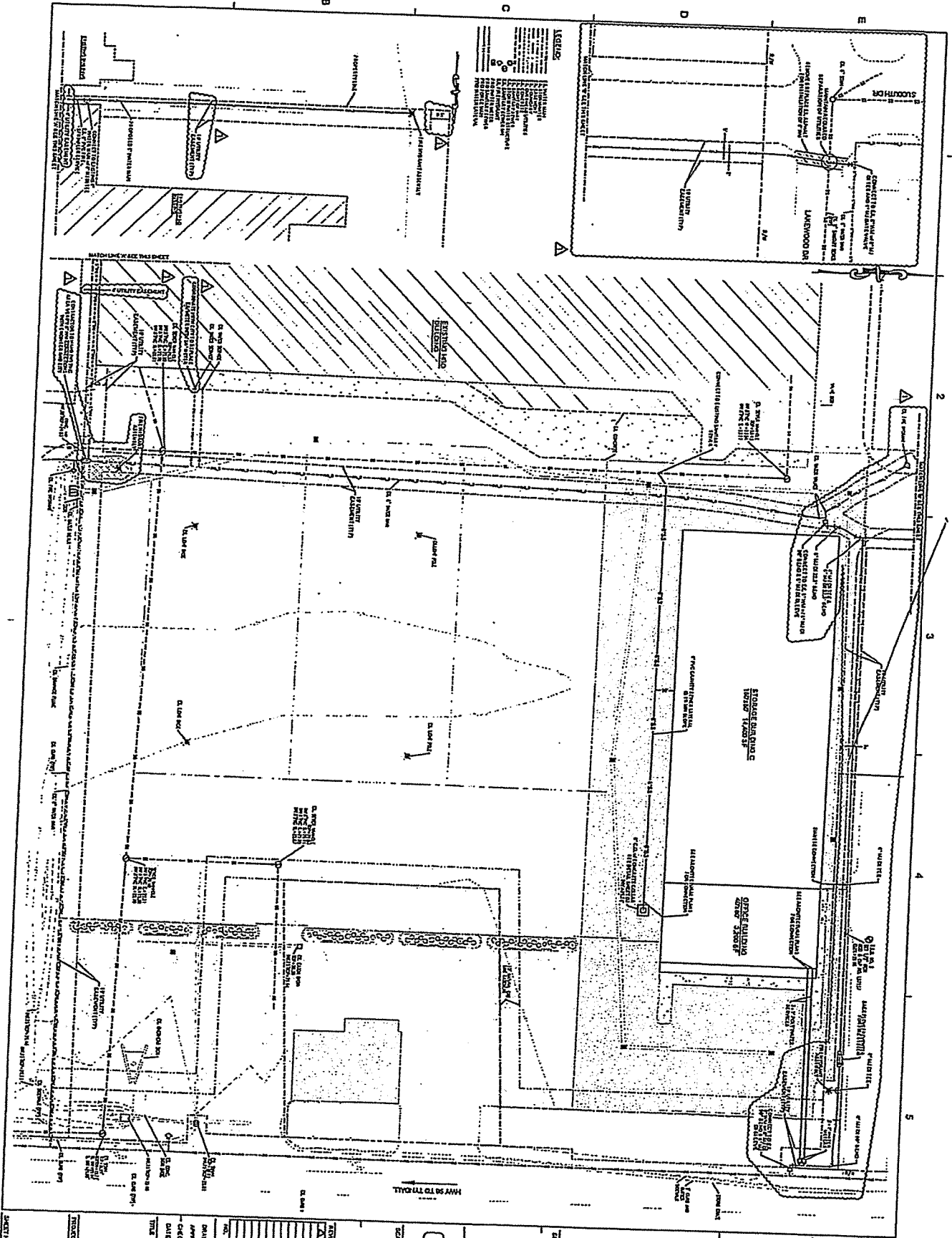
Commence at the intersection of the North line of Lot 5, Block E of WILLIAM L. WILSON PLAT of the North Half of Section 13, Township 4 South, Range 14 West, recorded in Plat Book 5, Page 8, Public Records of Bay County, Florida, and the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway); thence South 0 degrees 33 minutes 46 seconds West along said right of way line 145 feet to the Point of Beginning; thence continue South 0 degrees 33 minutes 46 seconds West along said right of way line 137.69 feet; thence North 89 degrees 26 minutes 14 seconds West 5 feet; thence South 0 degrees 33 minutes 46 seconds West 36.81 feet; thence departing said right of way line South 87 degrees 24 minutes 21 seconds West 130 feet; thence South 0 degrees 33 minutes 46 seconds West 110 feet; thence North 87 degrees 24 minutes 21 seconds East 130 feet to said West right of way line; thence along said right of way line South 0 degrees 33 minutes 46 seconds West 40 feet; thence North 89 degrees 26 minutes 14 seconds West 9 feet; thence South 0 degrees 33 minutes 46 seconds West 10 feet; thence South 89 degrees 26 minutes 14 seconds East 14 feet; thence South 0 degrees 33 minutes 46 seconds West along said West right of way line of S.R. 30-A (U.S. 98 or Tyndall Parkway) 70.52 feet; thence departing said right of way line North 89 degrees 32 minutes 44 seconds West 642.88 feet; thence North 0 degrees 27 minutes 16 seconds East 136.0 feet; thence North 22 degrees 15 minutes 21 seconds East 53.85 feet; thence North 0 degrees 27 minutes 16 seconds East 184.00 feet; thence North 89 degrees 32 minutes 44 seconds West 56.0 feet; thence North 0 degrees 27 minutes 16 seconds East 35.0 feet; thence South 89 degrees 32 minutes 44 seconds East 313.50 feet; thence North 0 degrees 34 minutes 15 seconds East 115 feet to the South right of way line of North Lakewood Drive; thence South 89 degrees 32 minutes 44 seconds East along said right of way line 50 feet; thence departing said right of way line South 0 degrees 34 minutes 15 seconds West 115 feet; thence South 89 degrees 32 minutes 44 seconds East 316.26 feet to the West right of way line of S.R. 30-A (U.S. 98 or Tyndall Parkway) and the Point of Beginning.

PARCEL TWO:

Together with the Easement Right appurtenant to Parcel One as created by the Easement recorded May 12, 1982, in Official Records Book 895, Page 834; as modified by the Modification of Easement recorded July 25, 1984, in Official Records Book 984, Page 1285, all in the Public Records of Bay County, Florida:

Commence at the intersection of the North line of Lot 5, Block E of WILLIAM L. WILSON PLAT of the North Half of Section 13, Township 4 South, Range 14 West, recorded in Plat Book 5, Page 8, Public Records of Bay County, Florida, and the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway); thence South 0 degrees 33 minutes 46 seconds West 550.02 feet to a point on said right of way line and point also being the Southeast corner of Head/Volkert Parker property, Parcel One and Point of Beginning of herein described easement; thence departing said property corner and along said right of way line South 0 degrees 33 minutes 46 seconds West 35.0 feet; thence departing said right of way line North 89 degrees 58 minutes 40 seconds West 662.83 feet; thence North 0 degrees 27 minutes 16 seconds East 179.85 feet; thence North 22 degrees 15 minutes 21 seconds East 53.85 feet; thence North 0 degrees 27 minutes 16 seconds East 145.15 feet; thence North 89 degrees 32 minutes 44 seconds West 71.00 feet; thence North 0 degrees 27 minutes 16 seconds East 110.00 feet; thence South 87 degrees 04 minutes 53 seconds East 348.87 feet to a point on said property line; thence along said property line South 0 degrees 34 minutes 15 seconds West 25 feet; thence North 89 degrees 32 minutes 44 seconds West 313.5 feet; thence South 0 degrees 27 minutes 16 seconds West 35.0 feet; thence South 89 degrees 32 minutes 44 seconds East 56.0 feet; thence South 0 degrees 27 minutes 16 seconds West 184.0 feet; thence South 22 degrees 15 minutes 21 seconds West 53.85 feet; thence South 0 degrees 27 minutes 16 seconds East 136.0 feet; thence South 89 degrees 32 minutes 44 seconds East 642.88 feet to the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway) and the Point of Beginning.

Exhibit "B"



Dewberry
 Dewberry Engineers Inc.
 200 American Parkway
 Fort Lauderdale, FL 33304
 954.575.2004

HBO STORAGE
GARY EILERS
PARKER
BAY COUNTY, FLORIDA

DATE: _____
 SCALE: 1" = 30'
 SCALE: 1" = 150'

REVISIONS

NO.	DESCRIPTION	DATE

DESIGNED BY: _____
 APPROVED BY: _____
 CHECKED BY: _____
 DATE: _____

UTILITY PLAN

C4

Exhibit "C"

EASEMENT

This EASEMENT ("Easement") is made and entered into as of this 11th day of July, 2018, by and between LGC OF BAY COUNTY, LLC, a Florida limited liability company ("Grantor"), whose mailing address is PO Box 10351, Panama City, Florida 32404, in favor of the CITY OF PARKER, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida ("Grantee"), whose address is 1001 West Park Street, Parker, Florida 32404.

WHEREAS, Grantor has requested a permit for the construction of certain improvements with the City of Parker on that certain real property located in Bay County, Florida, more particularly described on Exhibit "A", attached hereto and made a part hereof ("Property");

WHEREAS, certain water lines exist under the Property ("Lines") to serve the various fire hydrants now located and to be located on the Property ("Hydrants") as more particularly depicted on that certain Plan attached hereto and made a part hereof as Exhibit "B" ("Water Plan") and

WHEREAS, this Easement is a condition to occupancy of the new improvements on the Property.

In consideration of the covenants set forth herein, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee a non-exclusive easement, including rights of ingress and egress, over, under, upon, through, across and onto the Property for the purpose of Grantee exercising Grantee's rights herein granted.

2. Purpose of Easement. The purposes of the Easement are as follows:

a. The installation, construction, repair and maintenance of the Hydrants and appurtenant structures, together with the repair and maintenance of water meters, cut off valves (collectively "Facilities").

b. Vehicular and pedestrian ingress and egress over, upon, through, across and onto the Property in connection with the Facilities including but not limited to the reading of the water meters.

c. This Easement shall include the right of Grantee to cut, remove and clear and keep cut, removed and cleared all trees, brush, roots and other obstructions from the surface and subsurface of the Property that may injure or endanger the Facilities.

3. Lines and Hydrants. The Lines shall remain the property of Grantor. Grantor hereby grants, bargains, sells and quit-claims unto Grantee the Hydrants. Grantor shall not construct or allow any construction of vertical improvements over the Lines.

4. Maintenance of Facilities. Grantor or Grantor's successors and assigns shall maintain the Lines including but not limited to maintaining, repairing and replacing the Lines to the satisfaction of Grantee. In the event that Grantor does not undertake the maintenance, repair or replacement as required by Grantee, Grantee may, but shall not be obligated to, undertake the maintenance, repair and replacement of the Lines. In the event that Grantee undertakes the maintenance, repair and replacement of the Lines, Grantee shall have the right to take whatever action is necessary to ensure the functionality of the Lines and the Hydrants for their intended purposes including, but not limited to, the right to excavate the pavement and remove other obstructions from the surface and subsurface of the Property and Grantee shall only have the obligation to restore the pavement but no obligation to restore or repair any structures maintained on the Property. Any costs of maintenance, repair or replacement incurred by Grantee shall be paid by Grantor. In the event that Grantor fails to pay for or reimburse Grantee for the costs and expenses of Grantee's efforts relating to the Lines, all such amounts paid by Grantee, together with such interest and cost of collection including but not limited to attorneys' fees prior to and after any litigation may be filed, shall be a charge and continuing lien on the Property. Each such assessment, together with such interest and cost of collection, including but not limited to attorneys' fees prior to and after any litigations may be filed, shall also be the personal obligation of the person or entity that is the owner of all or a part of the Property at the time when the assessment became due.

5. Commencement. This Easement shall be perpetual commencing on the date of execution of this Easement.

6. Reservation of Rights. Grantor reserves and retains all rights in the Property not specifically granted herein, including, but not limited to, the right to use the Property for

any and all purposes not inconsistent with the exercise by Grantee of the privileges granted herein.

7. Non-Interference. Grantor shall not obstruct the use of the Property or interfere with the lawful use thereof by Grantee and/or Grantee's guests, invitees, licensees, agents, employees, contractors, successors and assigns.

8. Title. Grantor covenants to Grantee and Grantee's successors and assigns that Grantor is the fee simple owner of the Property, and the Property is free from all liens and encumbrances whatsoever, except ad valorem taxes not yet due and any mortgage of a mortgagee that has executed and delivered to Grantee a joinder and consent to this Easement.

9. Binding Covenants. The covenants contained herein run with the lands owned by the parties hereto and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors in interest and assigns.

10. Time of the Essence. Time shall be of the essence as to all terms and provisions of this Easement.


11. Usage. The term Grantor as used in this Easement shall be deemed sufficient to describe one or more individuals or entities. The singular shall include plural and one gender shall include all.

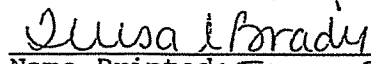
12. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS EASEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS EASEMENT.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the first date written above.

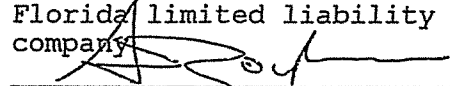
WITNESSES:

GRANTOR:


Name Printed: Stacy Sanders


Name Printed: Teresa Brady

LGC OF BAY COUNTY, LLC, a
Florida limited liability
company


LEE EILERS, as Manager

CITY OF PARKER, FLORIDA

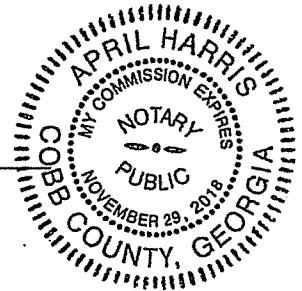
Mary Lou Bradford
Name Printed: MARY LOU BRADFORD
Nancy A. Rowell
Name Printed: Nancy A. Rowell

By: Richard P. Musgrave
RICHARD MUSGRAVE, as Mayor

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF ~~BAY~~ Cobb

The foregoing instrument was acknowledged before me this 13 day of July, 2018, by LEE EILERS, as Manager of LGC OB BAY COUNTY, LLC, a Florida limited liability company, who is personally known to me or who has produced Driver's License as identification, on behalf of said entity.

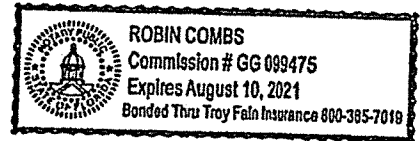
April Harris
Notary Public Signature
April Harris
Notary Public Printed Name
Commission Number and Expiration Date 11/29/18



STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 13th day of July, 2018, by RICHARD MUSGRAVE, as Mayor of CITY OF PARKER, FLORIDA, who is personally known to me or who has produced Personally Known as identification, on behalf of said entity.

Robin Combs
Notary Public Signature
Robin Combs
Notary Public Printed Name
Commission Number and Expiration Date 8/10/2021



THIS INSTRUMENT PREPARED BY: TIMOTHY J. SLOAN, ESQ., TIMOTHY J. SLOAN, P.A., 427 MCKENZIE AVENUE, PANAMA CITY, FL 32401, NOT IN CONNECTION WITH THE ISSUANCE OF TITLE INSURANCE. THE PREPARER MAKES NO REPRESENTATIONS AS TO THE TITLE OF THE PROPERTY AND THE ACCURACY OF THE LEGAL DESCRIPTION AND DISCLAIMS ALL RESPONSIBILITY THEREFORE.

EXHIBIT "A"

PARCEL ONE:

The following described real estate in Bay County, Florida:

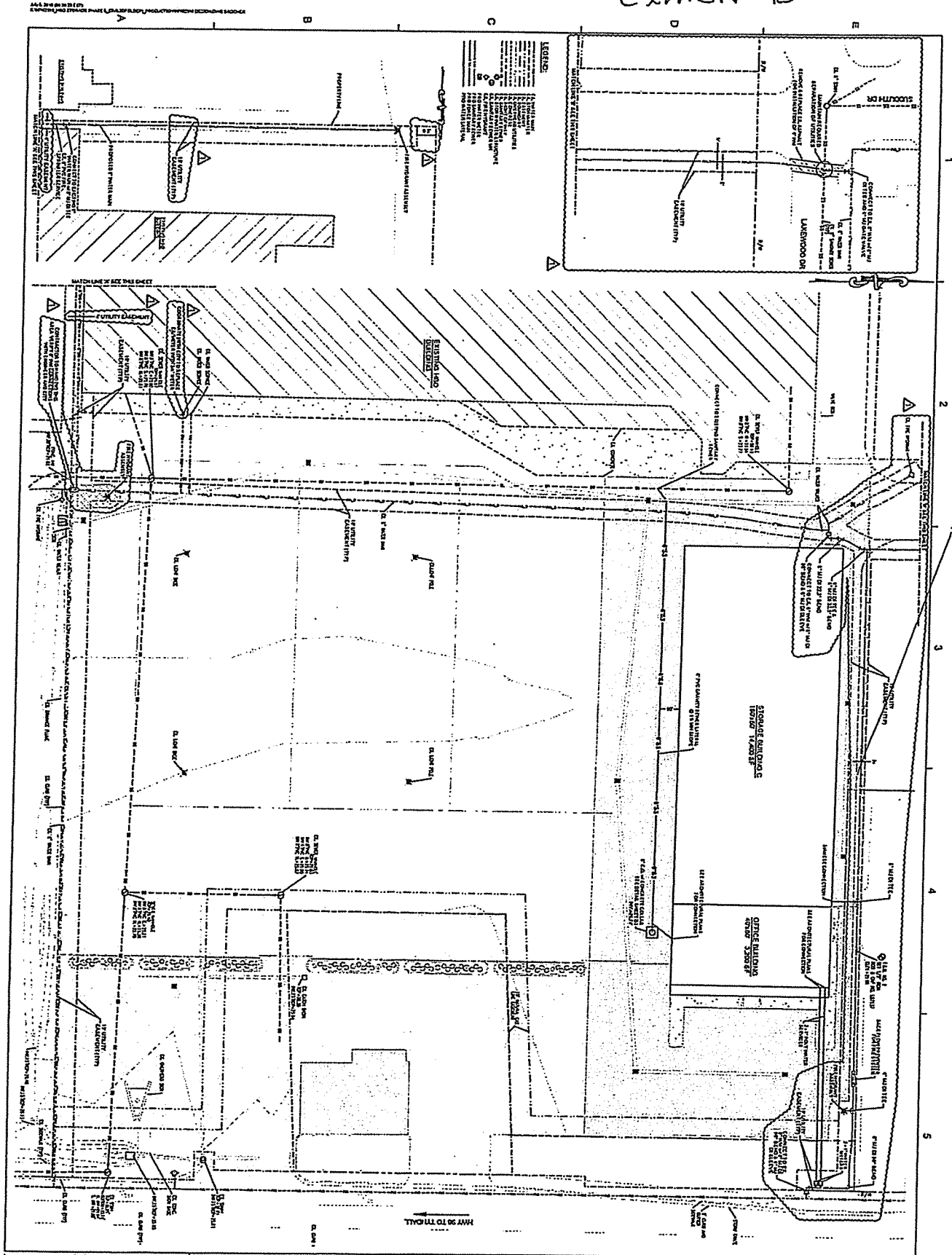
Commence at the intersection of the North line of Lot 5, Block E of WILLIAM L. WILSON PLAT of the North Half of Section 13, Township 4 South, Range 14 West, recorded in Plat Book 5, Page 8, Public Records of Bay County, Florida, and the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway); thence South 0 degrees 33 minutes 46 seconds West along said right of way line 145 feet to the Point of Beginning; thence continue South 0 degrees 33 minutes 46 seconds West along said right of way line 137.69 feet; thence North 89 degrees 26 minutes 14 seconds West 5 feet; thence South 0 degrees 33 minutes 46 seconds West 36.81 feet; thence departing said right of way line South 87 degrees 24 minutes 21 seconds West 130 feet; thence South 0 degrees 33 minutes 46 seconds West 110 feet; thence North 87 degrees 24 minutes 21 seconds East 130 feet to said West right of way line; thence along said right of way line South 0 degrees 33 minutes 46 seconds West 40 feet; thence North 89 degrees 26 minutes 14 seconds West 9 feet; thence South 0 degrees 33 minutes 46 seconds West 10 feet; thence South 89 degrees 26 minutes 14 seconds East 14 feet; thence South 0 degrees 33 minutes 46 seconds West along said West right of way line of S.R. 30-A (U.S. 98 or Tyndall Parkway) 70.52 feet; thence departing said right of way line North 89 degrees 32 minutes 44 seconds West 642.88 feet; thence North 0 degrees 27 minutes 16 seconds East 136.0 feet; thence North 22 degrees 15 minutes 21 seconds East 53.85 feet; thence North 0 degrees 27 minutes 16 seconds East 184.00 feet; thence North 89 degrees 32 minutes 44 seconds West 56.0 feet; thence North 0 degrees 27 minutes 16 seconds East 35.0 feet; thence South 89 degrees 32 minutes 44 seconds East 313.50 feet; thence North 0 degrees 34 minutes 15 seconds East 115 feet to the South right of way line of North Lakewood Drive; thence South 89 degrees 32 minutes 44 seconds East along said right of way line 50 feet; thence departing said right of way line South 0 degrees 34 minutes 15 seconds West 115 feet; thence South 89 degrees 32 minutes 44 seconds East 316.26 feet to the West right of way line of S.R. 30-A (U.S. 98 or Tyndall Parkway) and the Point of Beginning.

PARCEL TWO:

Together with the Easement Right appurtenant to Parcel One as created by the Easement recorded May 12, 1982, in Official Records Book 895, Page 834; as modified by the Modification of Easement recorded July 25, 1984, in Official Records Book 984, Page 1285, all in the Public Records of Bay County, Florida:

Commence at the intersection of the North line of Lot 5, Block E of WILLIAM L. WILSON PLAT of the North Half of Section 13, Township 4 South, Range 14 West, recorded in Plat Book 5, Page 8, Public Records of Bay County, Florida, and the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway); thence South 0 degrees 33 minutes 46 seconds West 550.02 feet to a point on said right of way line and point also being the Southeast corner of Head/Volkert Parker property, Parcel One and Point of Beginning of herein described easement; thence departing said property corner and along said right of way line South 0 degrees 33 minutes 46 seconds West 35.0 feet; thence departing said right of way line North 89 degrees 58 minutes 40 seconds West 662.83 feet; thence North 0 degrees 27 minutes 16 seconds East 179.85 feet; thence North 22 degrees 15 minutes 21 seconds East 53.85 feet; thence North 0 degrees 27 minutes 16 seconds East 145.15 feet; thence North 89 degrees 32 minutes 44 seconds West 71.00 feet; thence North 0 degrees 27 minutes 16 seconds East 110.00 feet; thence South 87 degrees 04 minutes 53 seconds East 348.87 feet to a point on said property line; thence along said property line South 0 degrees 34 minutes 15 seconds West 25 feet; thence North 89 degrees 32 minutes 44 seconds West 313.5 feet; thence South 0 degrees 27 minutes 16 seconds West 35.0 feet; thence South 89 degrees 32 minutes 44 seconds East 56.0 feet; thence South 0 degrees 27 minutes 16 seconds West 184.0 feet; thence South 22 degrees 15 minutes 21 seconds West 53.85 feet; thence South 0 degrees 27 minutes 16 seconds East 136.0 feet; thence South 89 degrees 32 minutes 44 seconds East 642.88 feet to the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway) and the Point of Beginning.

Exhibit "B"



Dewberry Engineers
200 Main Street, Suite 200
Parker, Florida 32068
850.277.2244

HBO STORAGE
GARY EILERS
PARKER
BAY COUNTY, FLORIDA

DATE: 10/15/2011
SCALE: 1" = 20'
PROJECT NO.: 10707/140931
SHEET NO.: C4

MODIFICATION OF AND CONSENT TO ASSIGNMENT OF DEVELOPMENT PERMIT

THIS MODIFICATION OF AND CONSENT TO ASSIGNMENT OF DEVELOPMENT PERMIT ("Modification") is made and entered into as of this 15 day of AUGUST, 2019, by and between the City of Parker, Florida, a Florida municipal corporation ("City"); LGC of Bay County, LLC, a Florida limited liability company ("LGC"); and RRB Parker Tyndall, LLC, a Delaware limited liability company authorized to conduct business in Florida ("RRB").

WHEREAS, City granted a Development Permit ("Permit") to LGC dated July 10, 2018 for the development of one new 16,600 square foot storage building, demolition of one existing building, attendant pavement improvements, restriping, landscaping and fencing or ("Project") of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, as a condition to the granting of the Permit, LGC agreed to establish and maintain during land preparation and construction all appropriate stormwater runoff and sedimentation controls necessary to prevent adverse impacts to City water bodies;

WHEREAS, City and LGC entered a Development Agreement dated July 11, 2018 with attachments ("Agreement") concerning the development of the Property;

WHEREAS, the Agreement was made a part of the Permit as Attachment 1;

WHEREAS, a condition of the Permit was the execution and delivery of an Easement from LGC to City which was dated July 11, 2018, and recorded on July 19, 2018, at Book 4029, Page 1025 in the Official Records of Bay County, Florida ("Easement");

WHEREAS, since the issuance of the Permit, LGC desires to withdraw any references to the demolition of the small building fronting U.S. Highway 98 (Tyndall Parkway) ("Building");

WHEREAS, Section 9 of the Agreement requires written consent by the City for the assignment of the Agreement to another party;

WHEREAS, LGC has signed a contract to sell the Property to RRB and to assign the Permit, Agreement and Easement to RRB;

however, the closing of the contract has not yet occurred ("Future Conveyance"); and

WHEREAS, in the event of and at the closing of the Future Conveyance, City consents to the assignment from LGC to RRB and assumption of the Permit by RRB and accepts RRB as successor Developer under the Agreement under the conditions of and so long as the Permit remains viable.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. City agrees to the deletion of any references to the demolition of the Building from the Permit. Except as modified by this Paragraph, all other terms and conditions of the Permit shall remain in full force and effect; however, the original termination or expiration date of the Permit as may have been extended by City shall still apply.

2. In the event that the closing of the Future Conveyance occurs, LGC shall assign all of its right, title and interest in and to the Permit and the Agreement to RRB and RRB shall assume all obligations of LGC. In such event, City consents to the assignment of the Permit and the Agreement from LGC to RRB and the assumption by RRB of all terms and conditions of the Permit and the Agreement. The Easement shall still bind the Property and RRB agrees to perform all requirements of the Grantor under the Easement. In the event the closing of the Future Conveyance does not occur within the remaining time for the Permit, City's consent to the Assignment shall be null and void.

3. As a condition to City agreeing to the Modification of the Permit, LGC releases City of and from any and all liabilities, claims, demands, causes of action and damages, including attorneys' fees and costs, in any way related to the Permit.

4. This Modification is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. All rights and remedies conferred hereunder upon the parties shall be cumulative and in addition to those available under the laws of the State of Florida or the United States.

6. Jurisdiction and venue for any legal action brought in connection with this Modification shall be in Bay County, Florida.

7. All representations, recitals, covenants, and warranties of the parties hereto recited herein and all covenants and agreements to perform certain obligations subsequent to the date of execution of this Modification shall survive beyond the date of execution hereof.

8. Time is of the essence in this Modification.

9. This Modification, together with the Permit, Agreement and Easement, are the entire agreement between the parties with respect to the subject matter hereof and no alteration, modification, or interpretation hereof shall be binding unless made in writing and signed by the parties hereto without security interest hereunder.

10. This Modification may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

11. No failure of any party to exercise any rights conferred hereunder or to insist upon the strict compliance by the other party with the obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right later to demand exact compliance with the terms hereof.

12. In the event of any litigation pertaining in any way to this Modification, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and all court costs at all trial and appellate levels and in all arbitration or mediation.

13. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, OR REMEDY UNDER OR IN CONNECTION WITH THIS MODIFICATION OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR UNDER OR IN CONNECTION WITH ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY

RELATIONSHIP EXISTING IN CONNECTION WITH THIS MODIFICATION OR ANY TRANSACTION CONTEMPLATED BY THIS MODIFICATION, AND AGREE THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE TERMS AND PROVISIONS OF THIS PARAGRAPH CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MODIFICATION.

IN WITNESS WHEREOF, the parties have signed this document as of the day and year first above written.

WITNESSES:

CITY:

City of Parker, Florida, a Florida municipal corporation

Print Name: _____

Richard Musgrave, as Mayor

Print Name: _____

LGC:

LGC of Bay County, LLC, a Florida limited liability company

Print Name: _____

Lee Eilers, as sole Manager

Print Name: _____

RRB:

RRB Parker Tyndall, LLC, a Delaware limited liability company authorized to conduct business in Florida

Print Name: _____

James A. Berry, as Manager of RRB Development, LLC, a Georgia limited liability company, its Manager

Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE:

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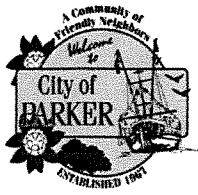
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thence departing said property corner and along said right of way line South 0 degrees 33 minutes 46 seconds West 35.0 feet; thence departing said right of way line North 89 degrees 58 minutes 40 seconds West 662.83 feet; thence North 0 degrees 27 minutes 16 seconds East 179.85 feet; thence North 22 degrees 15 minutes 21 seconds East 53.85 feet; thence North 0 degrees 27 minutes 16 seconds East 145.15 feet; thence North 89 degrees 32 minutes 44 seconds West 71.00 feet; thence North 0 degrees 27 minutes 16 seconds East 110.00 feet; thence South 87 degrees 04 minutes 53 seconds East 348.87 feet to a point on said property line; thence along said property line South 0 degrees 34 minutes 15 seconds West 25 feet; thence North 89 degrees 32 minutes 44 seconds West 313.5 feet; thence South 0 degrees 27 minutes 16 seconds West 35.0 feet; thence South 89 degrees 32 minutes 44 seconds East 56.0 feet; thence South 0 degrees 27 minutes 16 seconds West 184.0 feet; thence South 22 degrees 15 minutes 21 seconds West 53.85 feet; thence South 0 degrees 27 minutes 16 seconds East 136.0 feet; thence South 89 degrees 32 minutes 44 seconds East 642.88 feet to the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway) and the Point of Beginning.



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Planning - Richard Von Gunton 6101 SW 51st Davie

2. MEETING DATE:

September 3, 2019

3. REQUESTED MOTION/ACTION:

Hear request for dock permit. Staff review recommends approval.

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)

Mr. Von Gunton seeks to replace the dock that was destroyed by Hurricane Michael in the same footprint of his previous dock. He would like to rebuild it on his property with the inclusion of a 4-pile lift. Please see the attached documentation for design, placement, and DEP review information.

Confirmation Number: 5430662**Florida**

City of Parker

Utility - POS

**Transaction Details**

Account Number
9999

Name
RICHARDGUNTON

Purpose of Payment
DEV ORDER

Credit Card Payment Address Information

Order Number **5430662**

Customer Name **JAMES C PARKER**

Email Address

Address

Phone Number **(850) 227-5344**

Credit Card Number **5XXX XXXX XXXX 4215**

Credit Card Type **MasterCard**

Expiration Date **0320**

Operator Name

Transaction Time **8/9/2019 11:09:14 AM**

Authorization Code **000915**

Convenience Fee
Authorization Code **000914**

Transaction ID **1567756349**

Agency Total **250.00**

Convenience Fee **\$7.50**

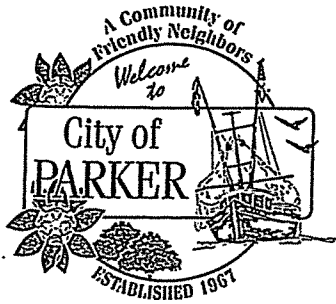
Total Amount **257.50**

Charged to Card

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.



CITY OF PARKER

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

FOR CITY USE ONLY
PERMIT NO.
DATE: 8/5/19

SHORELINE CONSTRUCTION AND DREDGING PERMIT

City permits are required for construction of docks, piers, wharves, bulkheads, buildings, pilings, seawalls, reefs, breakwaters, marinas, boat slips, boathouses, concessions, loadings, and shipping facilities, pipes and fences and other structures in, upon or over the waters where the tide ebbs or flows within the City, extending into or in the navigable waters and upon sovereignty lands, whether the public waters are classified as salt or fresh water. Filling in, excavating and dredging must be done in accordance with City Ordinance No. 71-50, as may be amended from time to time. This permit shall not become effective until this application has been signed by the Permittee and approved by the City Council of the City of Parker. Circle above intended construction. Form must be typed or printed in ink.

I. TO BE COMPLETED BY PROPERTY OWNER

- A. Name: Richard Von Gunton
- B. Mailing Address: 6101 SW 51st Davie Fl. 33314
- C. Intended Construction and Location:
(Must have a physical address)
1445 Parkway Pr Parker, Fl,
- D. Phone number: 954-675-3835 E-mail address: _____
- E. Proposed structure is: Commercial _____ Private

NOTE: A private dock is one which will be used by the owner, his family and occasionally by family friends. A dock for any other use would fall into the commercial category.

II. TO BE COMPLETED BY CONTRACTOR

- A. Name: Steve Nicewonder
- B. Address: 118 Crest Dr Sterrett, AL 35147
- C. Phone number: 205-999-0639 Email address: _____

III. A PERMIT WILL BE GRANTED UPON THE FOLLOWING CONDITIONS:

- A. This permit does not authorize construction of living quarters or dwelling type structures.
- B. No work undertaken will infringe on any other individual's rights, property, health, welfare, or cause a hazard to the general welfare of the public.
- C. If lot is less than 65 feet, dock should be centered on the property.
- D. This Permit shall in no way obstruct or impair the free movement of traffic of the general public along any beach in the area outside of and beyond high water line. All work to be done abuts or is on any upland property.
- E. The construction shall be in strict accordance with the attached plan(s). In the event a dock, etc. is modified or converted to commercial use after issuance of this Permit without a new City permit or written approval by the City Council, this permit shall automatically terminate and all structures shall be subject to removal by the City of Parker, Florida at the expense of the Permittee.
- F. The Permit shall not be considered as a waiver of the rights of the City of Parker or the Permittee in the submerged lands affected by this Permit.
- G. This Permit does not relieve the Permittee from obtaining permits from the State of Florida, Department of Environmental Protection or from the Army Corps of Engineers, both of which need to be provided to the City prior to issuance of a City Permit, nor from the necessity of compliance with all applicable local laws, ordinances, zoning or other regulations.
- H. The work covered in this Permit shall be completed within one (1) year from date of this approved Permit.
- I. The undersigned Permittee agrees to save harmless the City of Parker, Florida from damages or claims arising from the issuance of this Permit or use thereof.
- J. I understand I am responsible to the City for the maintenance of said structures, identified in the Permit, and will maintain it at my expense.
- K. A plan of work to be accomplished or completed is indicated in detail as to specifications is attached to this Permit request.
- L. Permit is valid until revoked and will be shown to City officials upon their request, when making their periodic inspections.
- M. This Permit is not valid for live-aboard type construction.
- N. I agree to pay to the City of Parker a \$250.00, non-refundable review fee, prior to approval of the Permit by the City Council of the City of Parker, Florida.

THE FOREGOING HAS BEEN READ AND UNDERSTOOD AND IS HEREBY ACCEPTED THIS
DAY _____ OF _____, 2019.

Signature of Permittee

Date approved by City Council: _____

Date disapproved by. City Council: _____

ATTEST: _____
City Clerk

Signature of Mayor

Partner

Form B36



BAY COUNTY BUILDERS' SERVICES DIVISION
DOCK & SEAWALL PLAN REVIEW SUBMITTAL

AVOID PROCESSING DELAYS

Please provide all applicable items listed below

1. _____ Specifications for seawall
2. _____ Site plan showing footprint of proposed scope of work, equipment location, set backs, and any easements (1 copy)
3. _____ Complete, notarized Building Permit Application
4. _____ Approval from Planning & Zoning Department (**required**) if for commercial use
5. _____ Certified copy of Notice of Commencement if over \$2,500.00

Applicant's Signature *Ronald K. [Signature]*

Date 8-5-19

Phone # _____

Cell # 954-675-3835

E-mail _____

*****Environmental Permits May Be Required**

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other government entities such as water management districts, state agencies, or federal agencies.



Bay County Builders Services
 840 W. 11th ST.
 Panama City, FL 32401
 850-248-8350 Fax: 850-248-8384

Master Permit # _____
 Date: _____

APPLICATION FOR BUILDING PERMIT
 Code in effect 6th Edition Florida Building Code

OWNER'S NAME: Richard Von Gunten Phone #: 954-675-3835
 Address: 6101 SW 51st Ct Davie, FL, 33314

PROJECT ADDRESS: 1445 Parkway Dr. Parker, AL Parcel ID 26117-000-000
 Proposed use of site: Single Family Residence
 Commercial Projects, please list name of business: _____

CONTRACTOR'S NAME: Steve Nicewonder
 Address: 118 Crest Dr Sterrett, AL, 35147

Contact Phone # 850-227-5344 Cell #: 205-999-0639 E-mail: _____
 State License #: CBC1251016 Competency Card: _____

INTENDED OCCUPANCY:

Public Lodging Establishment* Single Family Residence Commercial

BUILDING INFORMATION:

Residential Commercial Valuation of Work: \$ 20,190.-

New Addition Alter/Repair Other: _____

Number of Stories _____ Number of Units _____ Square Ft. - U.R.: _____
 Square Ft. - H/C: _____

<input type="checkbox"/> Single Family	<input checked="" type="checkbox"/> Dock/seawall	<input type="checkbox"/> Windows
<input type="checkbox"/> Duplex	<input type="checkbox"/> Storage	<input type="checkbox"/> Doors
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Demolition	<input type="checkbox"/> Vinyl Siding
<input type="checkbox"/> Garage/Carport	<input type="checkbox"/> Swimming pool	<input type="checkbox"/> Shutters
<input type="checkbox"/> Other (describe)		

*Pursuant to Fla. Stat. §509.013, public lodging establishment means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. Included in this definition are vacation rentals.

A change of occupancy or use of a building may require the owner to make application to the Building Official and obtain the required permit for the new occupancy.

BONDING COMPANY: _____

Address: _____

City, State & Zip Code: _____

ARCHITECT'S/ENGINEER'S NAME: _____

Address: _____

City, State & Zip Code: _____

MORTGAGE LENDER'S NAME: _____

Address: _____

City, State & Zip Code: _____

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, and etc.

NOTICE: Bay County Builders' Services Division does not have the authority to enforce deed restrictions or covenants on properties. You are advised to check for any restrictions that may affect your property.

For improvements to real property with a construction cost of \$2,500 or more, a certified copy of the Notice of Commencement is required to be submitted to Builders' Services when application is made for a permit or the applicant may submit a copy of the Notice of Commencement along with an Affidavit attesting to its recording. A certified copy of the Notice of Commencement must be provided to Builders' Services and posted on the jobsite before the first inspection can be performed.

The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

IMPORTANT: The building permit is valid as long as there is construction progress and an approved inspection is recorded within each 180 days (6 months) period.

Owner/Agent/Contractor Affidavit

I certify that all statements, drawings, and other information submitted on and with this application are true and correct and that all work will be done in compliance with all applicable laws. I further certify that I have reviewed the applicable regulations associated with the proposed construction and intended use. I understand that the submittal of incorrect information or any changes which vary from the approved plans will result in the revocation of this permit.

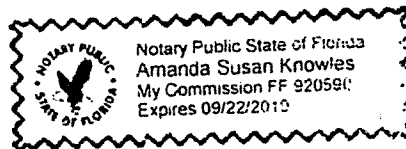
Rachel M. ... 8-5-19
(Signature of Owner) Date

Katrina M. ... 8/5/19
(Signature of Contractor) Date

Amber ... Aug-5-19
(Signature of Notary Public - Stamp or Seal) Date

Amber ... Aug-5-19
(Signature of Notary Public - Stamp or Seal) Date

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other government entities such as water management districts, state agencies, or federal agencies.



FDEP ERP Self-Certification Receipt

From: no-reply@dep.state.fl.us (no-reply@dep.state.fl.us)

To: jimparker@cr@yahoo.com

Cc: CORPSJAXREG-NP@USACE.ARMY.MIL; SPGP@USACE.ARMY.MIL; ERP.SELFCERTS@DEP.STATE.FL.US;
NMFS.SER.PROGRAMMATICREVIEW@NOAA.GOV; KENNETH.DICKEY@DEP.STATE.FL.US

Date: Sunday, August 4, 2019 10:25 PM CDT



**FLORIDA DEPARTMENT OF
Environmental Protection**

Ron DeSantis

Governor

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Jeanette Nuñez

Lt. Governor

Noah Valenstein

Secretary

Receipt for Submission

**SELF-CERTIFICATION FOR A PROJECT AT A
PRIVATE, RESIDENTIAL SINGLE-FAMILY**

08/04/2019

Self-Certification File No.: **0378756001EE**

File Name: **1445 Parkway Dr Panama City, FL 32404 - Self-Certification Modify With Boat Lift (General)**

Dear **james cosby parker**: On **08/04/2019** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Federal State Programmatic General Permit (SPGP) Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **30** Minutes: **7** Seconds: **12.0958**

LONG - Degrees: **-85** Minutes: **35** Seconds: **54.6348**

SITE ADDRESS: **1445 Parkway Dr Panama City, FL 32404**

COUNTY: **Bay**

For:

richard vongunten

1445 parkway dr. Panama City, FL 32404

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process, and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by [clicking here](#).

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

- a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps
- b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any

deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

- c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
- d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 1. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 2. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process, and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

You have acknowledged that this Self-Certification will automatically expire if:

1. construction of the project is not completed by midnight, July 25, 2021, unless construction commenced or a contract to construct was executed before July 25, 2021, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 25, 2022. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

If you have any questions, please contact your local Department District Office. Contact information can be found at:

https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_01-2017_0.pdf.

For further information, contact the Corps directly at:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>. When referring to your project, please use the SPGP Self-Certification file number listed above.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local)

that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any problems with the attached documents, please call the ERP Coordinator at (850) 245-8495 or by e-mail at ERP_eApps@dep.state.fl.us.

Sincerely,
Florida Department of Environmental Protection.

Attachments:

FDEP Terms and Conditions
SPGP Terms and Conditions
Project Design Criteria

Dep Customer Survey



bc3b9479c7f793796fa52834f2da8.pdf
50kB



5fdb49d543e7953656e6a43374f1b9.pdf
49.5kB



ProjectDesignCriteria_1_01.pdf
2.6MB

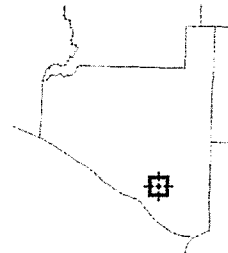
Bay County Property Appraiser - Dan Sowell, CFA

Main Office | 860 W. 11th St, Panama City, FL 32401 | 850-248-8401

Beach Office | 301 Richard Jackson Blvd, Panama City Beach, FL 32407 | 850-248-8470



Overview



Legend

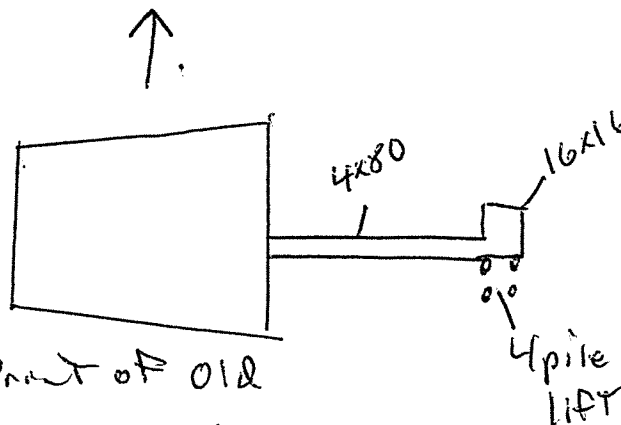
□ Parcels

Parcel ID	26117-000-000	Owner	VON GUNTEN, RICHARD	Last 2 Sales			Qual
Class Code	SINGLE FAMILY		A	Date	Price	Reason	Q
Taxing District	10		6101 SW 51ST COURT	8/2/2018	\$310000	QUAL/PHY PROP CHGD AFTER	Q
	PANAMA CITY		DAVIE, FL 33314-5201			SALE	
Acres	0.596	Physical Address	1445 PARKWAY DR	1/18/2006	\$100	n/a	U
		Just Value	Value \$174023	MLS			

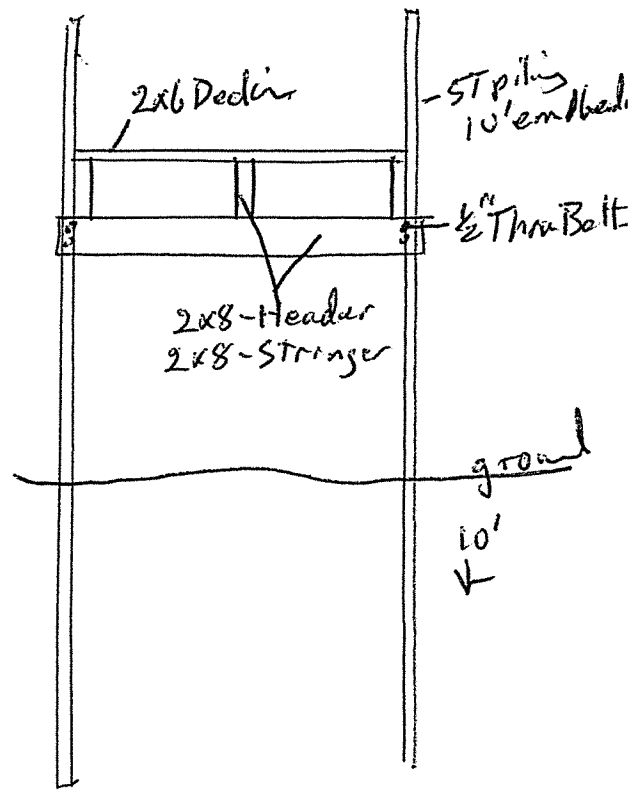
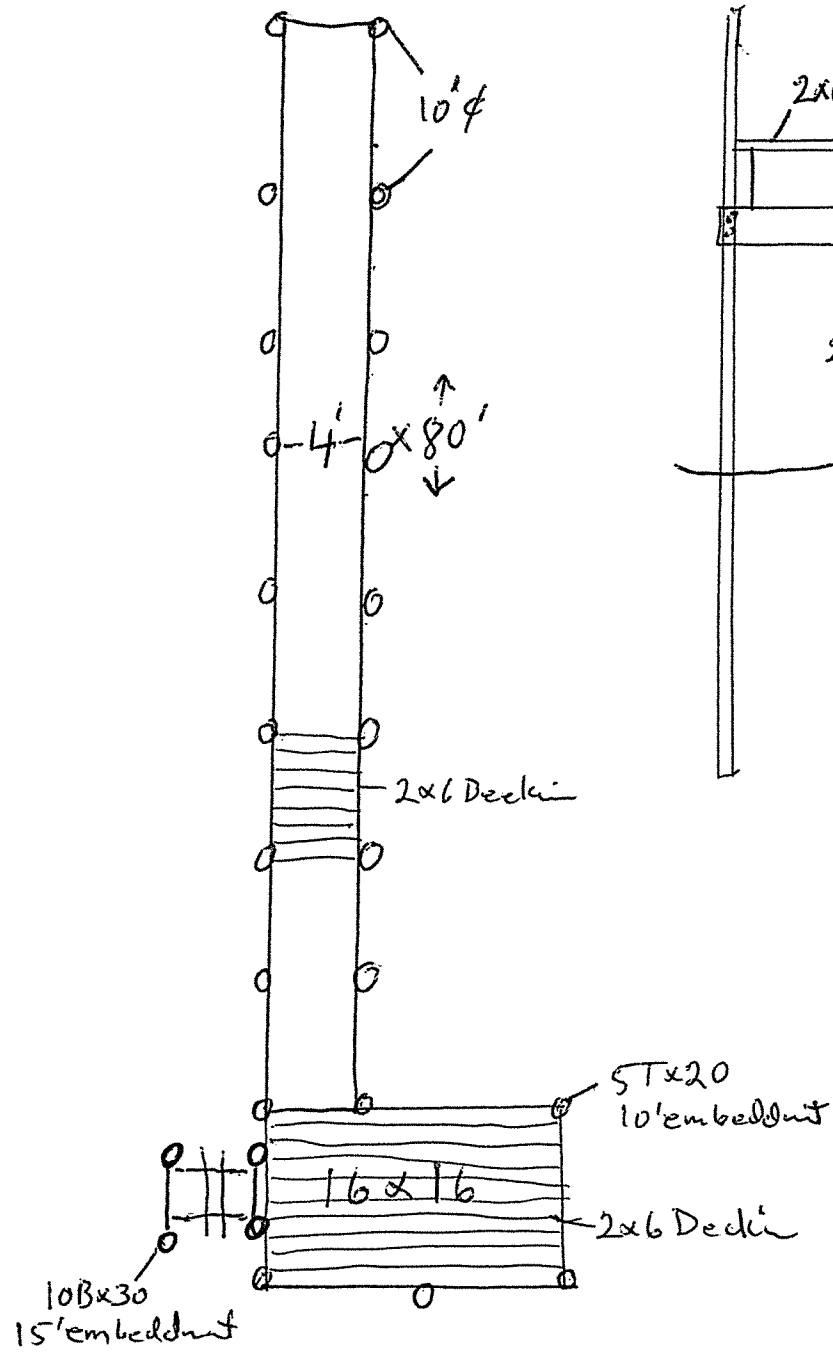
(Note: Not to be used on legal documents)

Date created: 8/4/2019
Last Data Uploaded: 8/4/2019 10:49:20 PM

Developed by Schneider GEOSPATIAL



New Dock is in Foot Print of Old Dock as per DEP Permitt with a 4 pile lift Added.



Bay County Property Appraiser - Dan Sowell, CFA
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 Beach Office | 301 Richard Jackson Blvd, Panama City Beach, FL 32407 | 850-248-8470

Parcel Summary

Parcel ID 26117-000-000
 Location Address 1445 PARKWAY DR
 PANAMA CITY 32404
 Brief Tax Description* 2ND AMENDED PLAT PT DONALSON LOT 3 BLK 4 MAP 119D3 ORB 4037 P 188
 *The Description above is not to be used on legal documents.
 Property Use Code SINGLE FAM (000100)
 Sec/Twp/Rng 24-4S-14W
 Tax District City of Parker (District 10)
 2018 Final Millage Rate 10.792
 Acreage 0.596
 Homestead N

[View Map](#)

Owner Information

Primary Owner
 Von Gunten, Richard A
 6101 SW 51st Court
 Davie, FL 333145201

Valuation

	2019 Working Values	2018 Certified Values
Building Value	\$39,230	\$139,540
Extra Features Value	\$5,097	\$8,637
Land Value	\$129,696	\$129,696
Land Agricultural Value	\$0	\$0
Agricultural (Market) Value	\$0	\$0
Just (Market) Value	\$174,023	\$277,873
Assessed Value	\$174,023	\$277,873
Exempt Value	\$0	\$0
Taxable Value	\$174,023	\$277,873
Maximum Save Our Homes Portability	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Residential Buildings

Building 1
 Type SFR AVERG
 Total Area 4,035
 Heated Area 2,233
 Exterior Walls COMMON BRK
 Roof Cover ENG SHINGL
 Interior Walls PLYWOOD; DRYWALL
 Frame Type N/A
 Floor Cover SHT VINYL; CARPET
 Heat AIR DUCTED
 Air Conditioning CENTRAL
 Bathrooms 2
 Bedrooms 3
 Stories 1
 Actual Year Built 1975
 Effective Year Built 1975

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0151	DOCK INPUT	1	0x0x0	1	UT	1975
0181	FIRP INPUT	1	0x0x0	1	UT	1987
0250	AGGR DRVE	1	12 x 162 x 0	1,944	UT	1991
0130	CL FENCE B	1	70x0x0	70	LF	2002
1290	SEAWALL INPUT	1	100x0x5	100	LF	2002
1017	RET WALL/INPUT	1	130x0x5	130	LF	2002
1081	DECK/DECKING INPUT	1	0x0x0	1	UT	2002
0215	SPKLER SYS	1	0x0x0	1	UT	2002

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000130	SFR WATER	100.00	FF	100	260

Sales

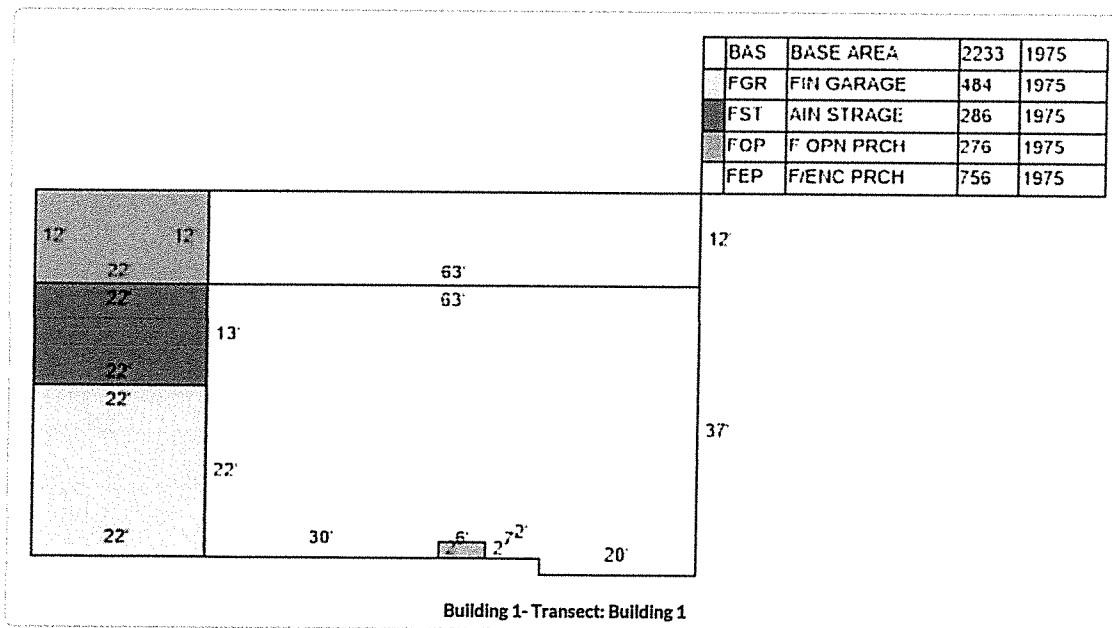
Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	08/02/2018	\$310,000	WD	4037	188	Qualified (Q)	Improved	DOUGLAS CLAY SHEPHERD IND & TRUSTEE	RICHARD A VON GUNTEN
N	01/18/2006	\$100	WD	2729	857	Unqualified (U)	Improved	REGINALD H SHEPHERD & BETTY D	REGINALD H SHEPHERD & BETTY D TRUSTEES

Permits

Issued	Permit Number	Type	Description	Amount
20190322	19PK-RR0426	RERF	RERF	\$0
20141217	14-489	RERF	RERF	\$0
20101119	10-1030	RERF	RE-ROOF	\$0
19960722	9608540	ROOF	ROOF	\$0

The permit information provided on this website is strictly for informational purposes only. For detailed permit information, please contact the applicable taxing authorities building department.

Sketches



Map



No data available for the following modules: Commercial Buildings, Condo Information.

The Bay County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change.
[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Developed by
 Schneider
GEO SPATIAL

Last Data Upload: 8/4/2019 9:49:20 PM

Version 2.2.36

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. ~~Now 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 consisting of a perimeter footing with a solid block 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 of 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 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.

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 overhand 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;~~
- e. Neighborhood parks;
- cd. 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.
- f. A single, owner-occupied mobile home or manufactured home located on one single-family lot replacing a mobile home or manufactured home that had been located on the same lot within the previous six (6) months.

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.
- 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 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.

4. Prohibited Uses

In addition to any other uses not permitted or conditional within the Mixed Use ~~Two~~One district, the following uses are specifically prohibited in the Mixed Use ~~Two~~One 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;
- 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 II 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 mobile home / manufactured home park shall be constructed, extended, or altered 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 or an expansion of an existing mobile home / manufactured home park shall undergo a Major Development Review (refer to Section 6-1.3), and shall include 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 5-12.2 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.

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.
3. The minimum lot area for each recreational vehicle shall be 2,500 square feet.
4. 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

5. 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.
6. 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.
8. Park management offices, coin operated laundry facilities, vehicle storage areas, and other accessory park uses shall be permitted within a recreational vehicle park.
9. 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.
10. A new recreational vehicle park or any modification to or expansion in number of lots of an existing park shall undergo a Major Development Review (refer to Section 6-1.3), and shall include 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.
11. 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.
- 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.
13. Except as allowed under Subsection 5-12.3(3)(e), Recreational Vehicles shall not be located within the front yard for more than 30 consecutive days.
14. 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.

Section 11. 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 installation of one owner-occupied a manufactured home; or mobile home on a lot where a manufactured home or mobile home had been located within the prior six months; 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 12. 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. 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 13. 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 14. 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 15. 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 16. 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 17. 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

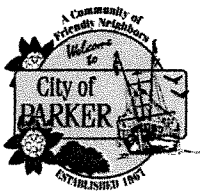
Richard Musgrave, Mayor

ATTEST:

Danielle Baker, 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:

Planning – Extension of Moratorium

2. MEETING DATE:

September 3, 2019

3. REQUESTED MOTION/ACTION:

Motion to extend the Moratorium on Mobile Homes due to the expiration on this date and the ongoing inability to reach a decision on Ordinance 2019-384

4. IS THIS ITEM BUDGETED (IF APPLICABLE)

YES NO N/A

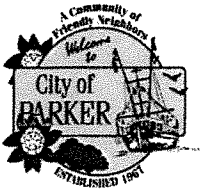
5. BACKGROUND: (PROVIDE HISTORY; WHY THE ACTION IS NEEDED; WHAT GOAL WILL BE ACHIEVED FOR THE CITY)

Current Moratorium is set to expire on September 3, 2019.

Should Ordinance 2019-384 not pass in the previous Agenda item, an extension of the provisions within the Moratorium may be desired to be granted by the Council.

If the Moratorium is not extended, all conditions within the Land Development Regulations and Code of Ordinances as currently written, will be in effect and enforceable.

AGENDA ITEM # 6



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Public Works/Legal

2. MEETING DATE:

September 3, 2019

3. REQUESTED MOTION/ACTION:

Motion to read, for the second time by title, Ordinance 2019-385—Revising Utility Billing Dates

Hear from Public Works Supervisor Summerlin and City Attorney Sloan regarding background and implementation

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)

See attached explanation of the ordinance prepared by City Attorney Sloan

AGENDA ITEM #

7

ORDINANCE NO. 2019-385

AN ORDINANCE OF THE CITY OF PARKER, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PARKER (ORDINANCE NO. 2010-349, AS AMENDED); AMENDING CERTAIN PROVISIONS OF CHAPTER 82 OF THE CODE OF ORDINANCES RELATING TO UTILITY SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING A MECHANISM FOR THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR THE LIBERAL CONSTRUCTION OF THIS ORDINANCE; PROVIDING FOR CODIFICATION AND REPEALER CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 82-52 of the Code of Ordinances, City of Parker, Florida, is hereby amended to read as follows:

Sec. 82-52. Service and payment.

(a) *Due date for water bills.* All bills for water service shall be due when rendered.

(b) *No free service.* The system shall not render any free service of any nature, nor will preferential rates for the users of the same class be established.

~~(c) *Mandatory cutoff.* If any monthly bill for water and sewer service shall be and remain unpaid on and after the tenth of the month, a penalty of 15 percent of the bill shall be assessed. If the tenth of the month falls on a weekend or city-observed holiday, the penalty shall be waived until the next working day. If the monthly bill shall continue and remain due and unpaid after noon on the 18th of the month, the water and/or sewer service, as appropriate, to the user shall be discontinued and shall not be reconnected until all past dues charges, including penalties, shall have been fully paid, together with an administrative cutoff fee or reconnection charge of \$15.00. If the 18th of the month falls on a weekend or city-observed holiday, the disconnection and administrative cutoff fee shall be waived until noon on the next working day.~~ Bills reflecting

the monthly charges and fees assessed to a customer shall be submitted by the city and shall be paid by each customer monthly. If any monthly bill for any portion of the utility billing including but not limited to trash and/or garbage (if billed by the city) service(s) shall be and remain unpaid after the due date a penalty of 15 percent of said bill shall be assessed on the day after the due date. If the day after the due date falls on a weekend or city observed holiday, the penalty shall be waived until the next working day. If the monthly bill shall continue and remain due and unpaid on or after seven (7) days after the due date or the cut-off date set by the city, whichever occurs first, the water, sewer, trash and/or garbage service, as appropriate, to the customer shall be discontinued and shall not be reconnected until all past due charges including penalties, shall have been fully paid, together with a re-connection charge of \$15.00. In addition, if the cut-off day falls on a Friday, weekend or city observed holiday, the penalty shall be waived until the next working day. This covenant does not, however, prevent the system from causing the connection to be shut off sooner. The city shall accept payments for services rendered if postmarked by the tenth of the month, without penalty to the customer. Any customer, once cut off from the system, shall not be permitted to receive further service until all obligations owed by the customer to the city have been paid in full.

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

Section 2. 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 3. Scrivener's Errors.

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

Section 4. 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 5. Codification.

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

Section 6. 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 7. 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

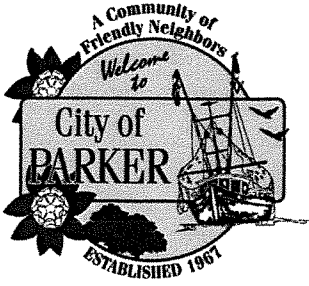
Richard Musgrave, Mayor

ATTEST:

Danielle Baker, City Clerk

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

Richard Musgrave, Mayor



CITY OF PARKER

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

City of Parker Oath of Office

State of Florida
County of Bay

I, Danielle M. Baker, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Parker, Florida and a recipient of public funds as such employee or officer, do solemnly swear that I will support, protect and defend the Constitution and government of the United States and of the State of Florida, against all enemies domestic and foreign, and that I will pledge my faith, loyalty and allegiance to the same, and that I am eligible and entitled to hold office under the charter of this City, and that I will well and faithfully perform all the duties of the office of City Clerk of the City of Parker, Florida on which I am about to enter, so help me God.

Danielle M. Baker

Sworn to and subscribed
before me this ___ day
of _____, 2019.

Timothy J. Sloan, City Attorney