



CITY OF PARKER

City Hall

1001 West Park Street

Phone 850-871-4104

www.cityofparker.com

Mayor

Rich Musgrave

Clerk

Nancy Rowell

Council Members

Mike Miller, Mayor Pro Tem

Ron Chaple

John Haney

Ken Jones

Attorney

Tim Sloan

PUBLIC NOTICE

REGULAR MEETING

OF

THE CITY OF PARKER COUNCIL

September 18, 2018

5:30 PM

PARKER CITY HALL

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

AGENDA

CALL TO ORDER - Mayor Musgrave

INVOCATION – Rev. James Barker

PLEDGE OF ALLEGIANCE - Mayor Pro Tem Miller

ROLL CALL

APPROVAL OF MINUTES - City Council

Special Meeting August 23, 2018

Regular Meeting September 4, 2018

ITEMS FROM THE AUDIENCE (non-agenda items)

REGULAR AGENDA

1. **Transfer of Development Order—HBO Storage—Daniel Grass, RRB Development and Gary Eilers, HBO Storage**
2. **Request for Dock—4739 Sunset Dr—James Raffield**

CLERK'S REPORT

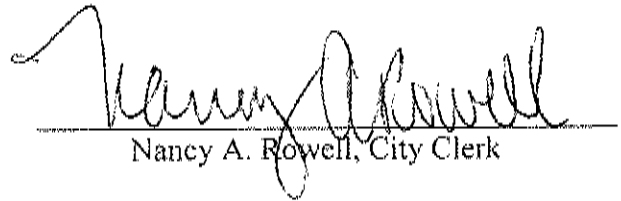
MAYOR'S REPORT

COUNCIL COMMENTS AND ANNOUNCEMENTS

ADJOURNMENT

Upcoming Events

- Next Regular City Council Meeting is October 2, 2018 at 5:30 pm
- Next Planning Commission Meeting is October 9, 2018 at 5:00 pm



Nancy A. Rowell, City Clerk

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

**MINUTES
REGULAR MEETING
PARKER CITY COUNCIL
September 4, 2018
5:30 p.m.**

Mayor Musgrave called the meeting to order at 5:30 p.m.

Mayor Musgrave gave the Invocation.

Mayor Pro Tem Miller led the Pledge of Allegiance.

Present: Council Members Chaple, Haney, Jones and Miller, and Mayor Musgrave

Also Present: City Clerk Rowell, City Attorney Sloan, Bookkeeper Wamsley, Public Works Supervisor Summerlin and Police Chief Hutto

APPROVAL OF MINUTES—On motion of Council Member Miller and second of Council Member Chaple, the minutes of the Workshop Meeting of August 16, 2018, and the Regular Meeting of August 21, 2018, were approved, 5 ayes, 0 nays.

ITEMS FROM THE AUDIENCE—None

REGULAR AGENDA

1. **Final Public Hearing on, and Adoption of, City of Parker and Community Redevelopment Agency 2018-2019 Budgets—Resolution No. 2018-353 and CRA Resolution No. 2018-22**— Council Member Haney made a motion to read Resolution No. 2018-353. Council Member Miller seconded the motion, and the motion passed, 5 ayes, 0 nays. City Clerk Rowell read the resolution by title. Mayor Musgrave opened the public hearing and asked for comments from the audience on the budget resolution. There were none. He closed the public hearing. Council Member Haney made a motion to adopt Resolution No. 2018-353. Council Member Miller seconded the motion. Council Member Miller said he felt the proceeds from the sale of the old code enforcement vehicle should be given to the Police Department since a forfeited vehicle was going to be put into service for the code enforcement vehicle. Mayor Musgrave clarified that the med truck and fire truck would be ordered soon, but that payment for the fire truck would not be until fiscal year 2019-2020; that if the chassis has to be ordered first and payment is due, that would come back to the Council. The Mayor called for the vote and Resolution No. 2018-353 was adopted by a vote of 5 ayes, 0 nays.

Council Member Haney made a motion to read CRA Resolution No. 2018-22. Council Member Miller seconded the motion, and the motion passed, 5 ayes, 0 nays. City Clerk Rowell read the resolution by title. Council Member Jones made a motion to adopt CRA Resolution No. 2018-22. Council Member Haney seconded the motion. CRA Resolution 2018-22 was adopted by a vote of 5 ayes, 0 nays.

At this point in the meeting, Police Chief Hutto introduced new Police Officer Wells and new K-9 “Officer Lena” to the Council, noting they were both certified by NADDA for narcotics detection. He said Lena was a one and a half year old Belgian Malinois given to the department, along with several weeks of donated training in Texas. The Council welcomed the officers.

2. Wastewater Project Closeout—Public Works Supervisor Summerlin addressed the Council asking for approval of a change order to reduce the final cost for the project by approximately \$7,000. Council Member Miller made a motion to approve the change order. It was seconded by Council Member Haney and the motion passed, 5 ayes, 0 nays. .

3. Non Ad Valorem Assessments for Tax Roll—City Attorney Sloan described the process for how the code enforcement costs for abatement become assessments, and noting the seven properties assessed. Mayor Musgrave opened a public hearing to hear any objections. Kathleen O'Brian asked what caused the liability for such an assessment and Mayor Musgrave explained it was for properties with code violations that the City had had to clean up. He closed the public hearing. On motion of Council Member Haney and second of Council Miller, the assessments were approved for the tax roll by a vote of 5 ayes, 0 nays.

4. TPO Update—Council Member Jones, the City's new representative to the Bay County Transportation Planning Organization, said that there was a new phone application in effect so that a person can track where a trolley is. He also said that there had been discussion at the meeting of putting a cap on the number of times riders could use the transportation for disabled persons but that he was not in favor of that. Council Member Chaple asked about building new shelters at trolley stops and Council Member Jones said that there weren't adequate funds; that private organizations are funding a few. Council Member Haney asked about getting trash cans at the stops and keeping them emptied and asked Council Member Jones to find out who to contact.

CLERK'S REPORT—City Clerk Rowell reported that: 1) the proposals from vendors for the financial management system are due September 14; 2) the Comprehensive Plan amendment has been sent to the state DEO and is being reviewed; 3) the City has three vacancies out of 34 current positions: Firefighter, PW administrative assistant, and code enforcement officer; and, 4) the code officer would be on board next week. She also requested that Council Member Jones refrain from making inappropriate comments to city staff.

MAYOR'S REPORT—Mayor Musgrave read a congratulatory letter to the Fire Department from Senator Nelson for getting a grant.

COMMENTS AND ANNOUNCEMENTS— Council Member Jones said the City was a mess and it needs to be cleaned up.

ADJOURNMENT—The meeting was adjourned at 6:02 p.m.

Nancy A. Rowell, City Clerk



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

Gary Eilers, Daniel Grass

2. MEETING DATE:

September 18, 2018

3. REQUESTED MOTION/ACTION:

Give conditional approval of the transfer of the Development Order for HBO Storage to purchaser, subject to successful sale closing

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)

HBO Storage had previously submitted a Development Order which the Council approved. There is now a purchaser for the property who wants to transfer the DO to the buyer. It is expected the sale will close mid-October and the transfer of the DO would only occur once the sale was closed.

AGENDA ITEM #

1



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

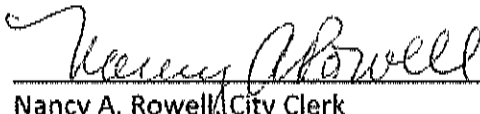
This Development Permit is granted to developer LGC of Bay County, LLC ("Developer") for the afore-named project subject to and conditioned upon the following:

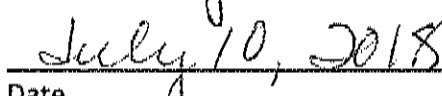
- The Developer shall comply with all applicable provisions of the City of Parker's Comprehensive Plan and Land Development Regulations, any other applicable codes, ordinances and resolutions, all applicable permitting requirements of the State of Florida, federal or other regional or local agencies 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 17th 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 Kay Bradford
Print Name: MARY Kay 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:

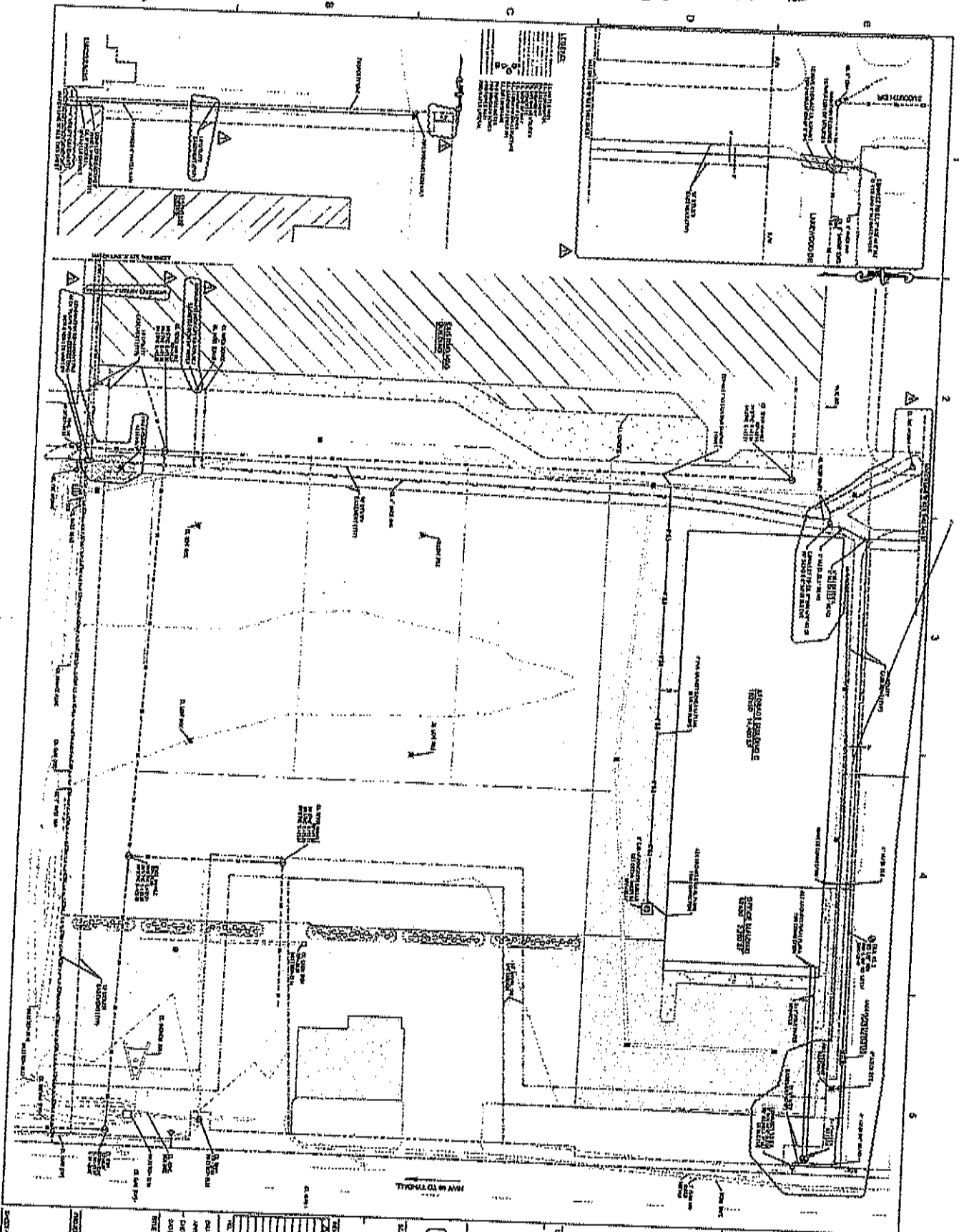
Commence at the intersection of the North line of Lot 5, Block E of WILLIAM L. WILSON PLAT of the North Half of Section 13, Township 4 South, Range 14 West, recorded in Plat Book 5, Page 8, Public Records of Bay County, Florida, and the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway); 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 & Davis LLP
200 American Plaza
Tampa, FL 33602
Tel: 813.251.1000
Fax: 813.251.1001
www.dewberry.com

HBO STORAGE
GARY EILERS
PARKER
BAY COUNTY, FLORIDA

JOHN BARTON, P.E., M.D.
Principal

PRELIMINARY EXHIBIT
NOT FOR CONSTRUCTION

DATE

SCALE

1" = 20'

1/4" = 5'

1/8" = 2.5'

1/16" = 1.25'

1/32" = 0.625'

1/64" = 0.3125'

1/128" = 0.15625'

1/256" = 0.078125'

1/512" = 0.0390625'

1/1024" = 0.01953125'

1/2048" = 0.009765625'

1/4096" = 0.0048828125'

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1/207691

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.

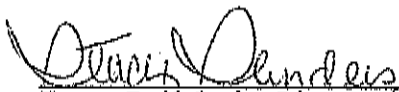
11. Usage. The term Grantor as used in this Easement shall be deemed sufficient to describe one or more individuals or entities. The singular shall include plural and one gender shall include all.


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

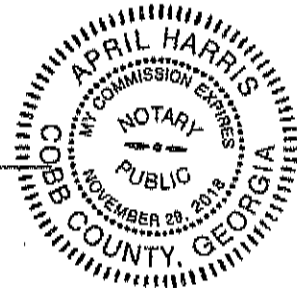
Mary Lou Bradford
Name Printed: Mary Lou Bradford
Nancy A. Rowell
Name Printed: Nancy A. Rowell

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.

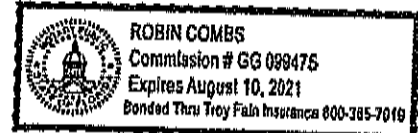
April Harris
Notary Public Signature
April Harris
Notary Public Printed Name
Commission Number and Expiration Date 11/29/18



STATE OF FLORIDA
COUNTY OF BAY

13th The foregoing instrument was acknowledged before me this 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:

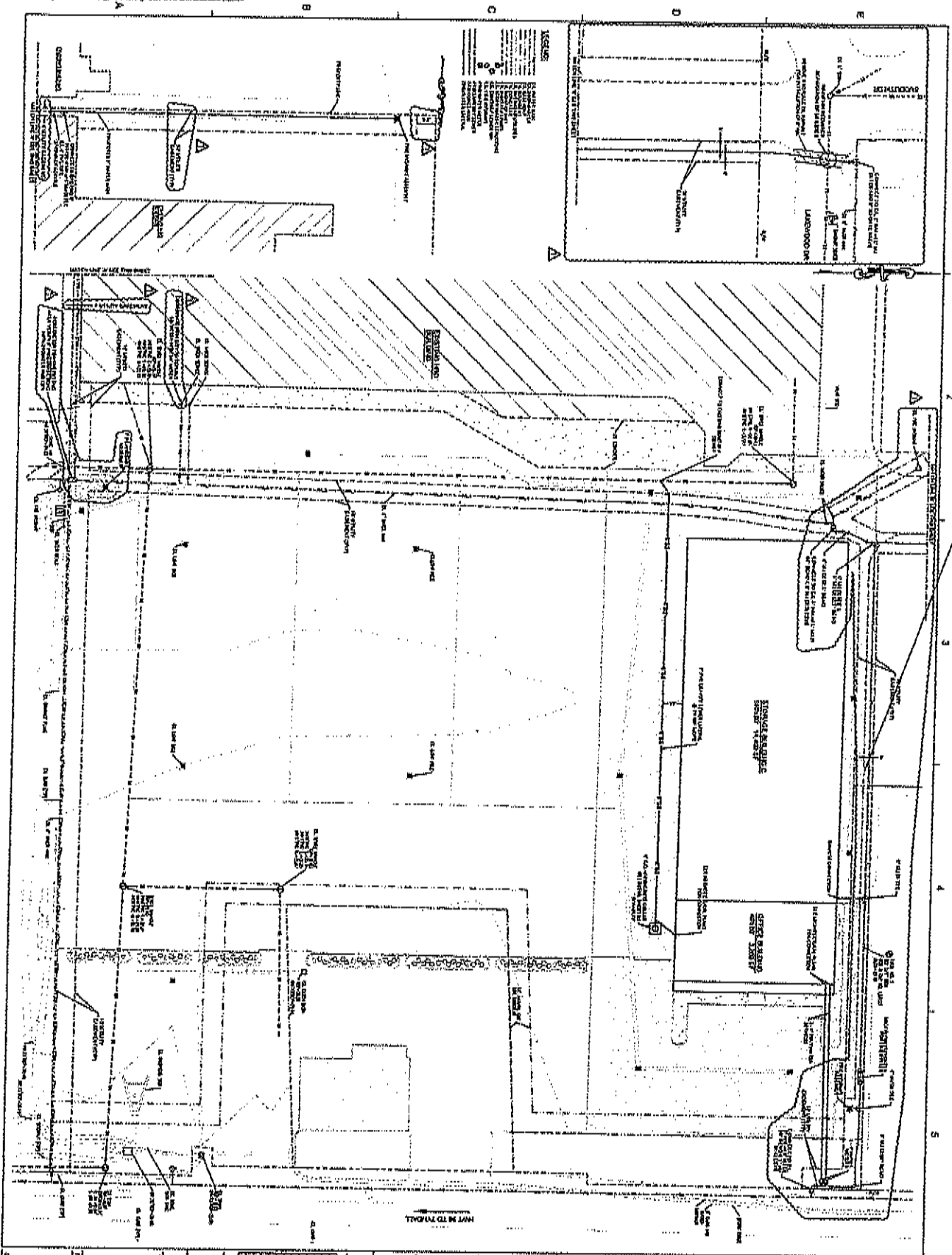
Commence at the intersection of the North line of Lot 5, Block E of WILLIAM L. WILSON PLAT of the North Half of Section 13, Township 4 South, Range 14 West, recorded in Plat Book 5, Page 8, Public Records of Bay County, Florida, and the West right of way line of State Road 30-A (U.S. 98 or Tyndall Parkway); 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 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 & Davis LLP
200 South Main Street
Tallahassee, FL 32301
904.222.2222

HBO STORAGE
GARY EILERS
PARKER
BAY COUNTY, FLORIDA

OFFICE: TALLAHASSEE, FLORIDA
PROJECT NO.: 11111
DATE: 11/11/11
PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

C4



CITY OF PARKER AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME OF PRESENTER:

James Raffield—Owner of 4739 Sunset Dr.

2. MEETING DATE:

Sept. 18, 2018

3. REQUESTED MOTION/ACTION:

Consider request for dock at 4739 Sunset Dr.

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. Raffield is requesting to construct a dock under 1000 sq. ft. Information and drawings are included behind this sheet.



Dewberry Engineers Inc.
203 Aberdeen Parkway
Panama City, FL 32405

850 522.0644
850 522 1011 fax
www.dewberry.com

September 12, 2018

VIA EMAIL @ aubilling@cityofparker.com

Ms. Lou Bradford
City of Parker
1001 West Park Street
Parker, Florida 32404

RE: 4739 Sunset Drive Dock Development Order Review
Dewberry Project No. 50104832

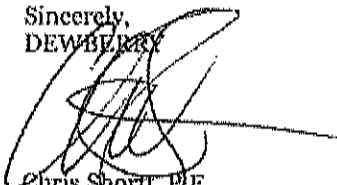
Dear Ms. Bradford,

As requested, Dewberry has reviewed the above referenced application and supporting documents for concurrence with Section 6 of the City of Parker Land Development Regulations (see the attached Review Memo). Based on the materials submitted, it is our recommendation to approve this development order application with the following specific conditions:

- The structure will be required to meet all applicable State and Federal Requirements.

If you have any questions or require any additional information, please give me a call at 850.571.1199.

Sincerely,
DEWBERRY



Chris Shortt, P.E.
Project Manager

AL

Attachment: Review Memo

CC: Dina Baulista, P.E., CFM, Sr. Project Manager, Dewberry, w/attachments (via email at dbaulista@dewberry.com)
Alex Lutterbach, E.I., Staff Engineer, Dewberry, w/attachments (via email at alutterbach@dewberry.com)

K:\50084344 City of Parker_Project # Dev. Rev\50104832_4739 Sunset Drive - Dock\Approval Letter\4739 Sunset Drive Dock Review.docx



MEMORANDUM

Date: September 12, 2018

To: City of Parker

From: Dewberry

Subject: 4739 Sunset Drive Dock Development Order Review

Message:

1. According to LDR Section 6-1.4.2(a) the following materials shall be submitted for review of all Level 1 -- Minor Developments:
 - Vicinity sketch showing relationship to adjacent land uses and streets - A site plan was submitted that showed the adjacent street (Sunset Drive). The land use has been identified as Residential (RES).
 - Location of the proposed development on the lot - This was provided on the submitted site plan.
 - FEMA flood zones of "AE9" and "VE11" have been identified for the above referenced project.
2. If the dock is not located in an aquatic preserve, Monroe County or a manatee sanctuary it is exempt from the requirements of Chapter 403.813, F.S. For a single-family dock to be exempt from Chapter 403.813, F.S., the dock must be:
 - Equal to or less than 1000 square feet and not located in an Outstanding Florida Water.
 - Equal to or less than 500 square feet if it is located within an Outstanding Florida Water.

The dock in the referenced application will be a single-family dock and will not be located in an Outstanding Florida Water. Therefore, the maximum allowable dock area is 1,000 square feet. The dock is designed to have a total area of approximately 892 square feet, which exempts the project from the requirements of Chapter 403.813, F.S.

3. The proposed project is in compliance with the Federal State Programmatic General Permit (SPGP) program through FDEP, and a certification letter has been provided stating that no further permitting is required through the U.S. Army Corps of Engineers.



CITY OF PARKER

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

| |
|-------------------|
| FOR CITY USE ONLY |
| PERMIT NO. 18-284 |
| DATE: 9-6-18 |

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: James Ratfield
- B. Mailing Address: 1540 Donna Ave., Callaway, FL 32404
- C. Intended Construction and Location:
(Must have a physical address)
Dock, 4739 Sunset Dr., Parker, FL Parcel 26179-010-000
- D. Phone number: 850 332 3390 E-mail address: c.nancyjames@ATT.net
- 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: Carl m Vernon III
- B. Address: 1300 Tyndall Dr., P. 6, FL 32401
- C. Phone number: 850 258 9349 Email address: CVMS@Knology.net

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 6 OF Sept., 2018.

Carl Vernon III

Contractor :

[Signature]

9/6/18

James Raffield

owner :

[Signature]

Signature of Permittee

9/6/18

Date approved by City Council: _____

Date disapproved by City Council: _____

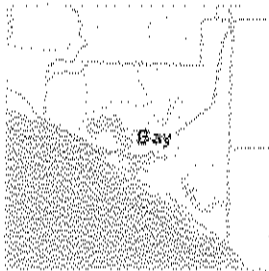
ATTEST: _____
City Clerk

Signature of Mayor

Controls

Available Layers

- ☒ Parcels
- ☐ Parcel Numbers
- ☐ MLS Listings
- ☐ Lakes & Rivers
- ☒ Roads
- ☐ Railroads
- ☒ Yearly Sales
- ☐ Sec-Twn-Rng
- ☐ Subdivisions
- ☐ Block
- ☐ Lot
- ☐ Dimensions
- ☐ Flood Zones
- ☐ Aerial Photos (2015)
- ☐ Aerial Photos (2013)
- ☐ Aerial Photos (2010)

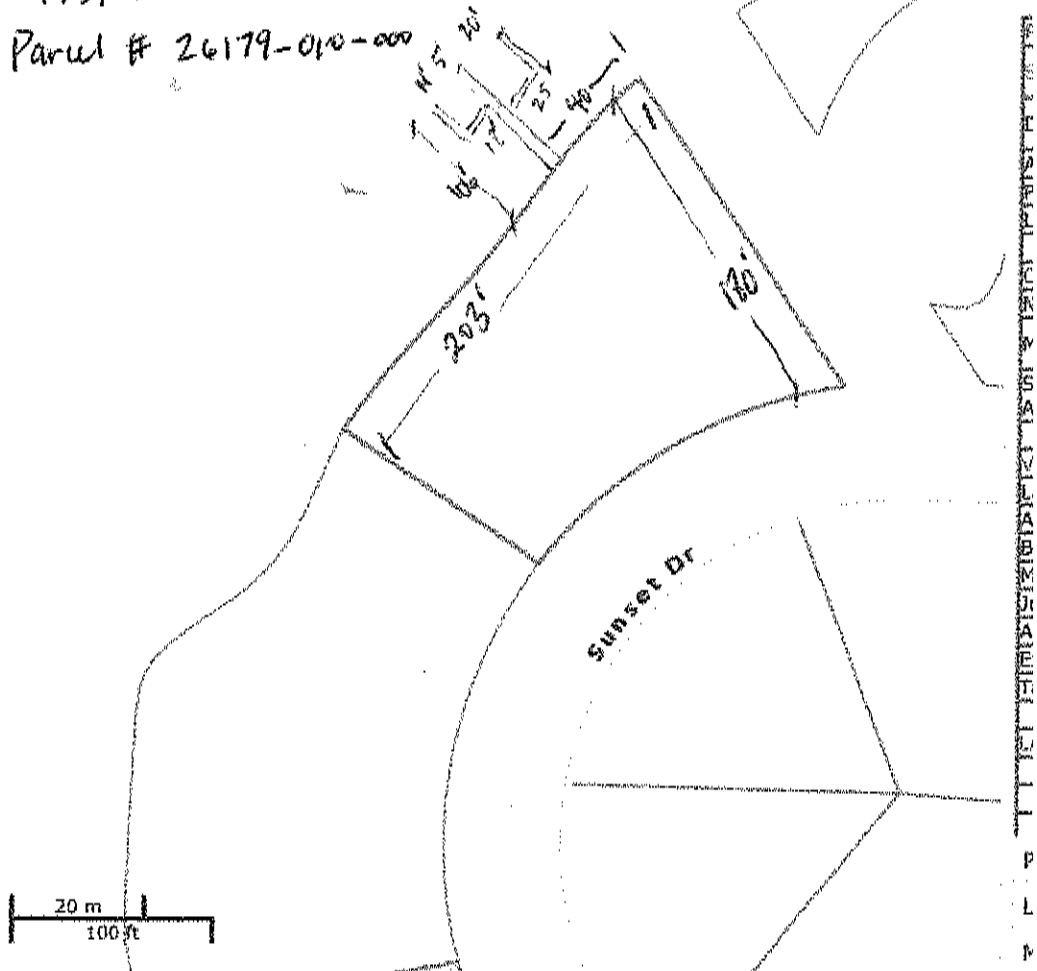


Show Scale

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30°07'18.1"N, 85°36'16.2"W (30.1217, -85.6042)

Raftfield
 4731 Sunset Dr.
 Parcel # 26179-010-000



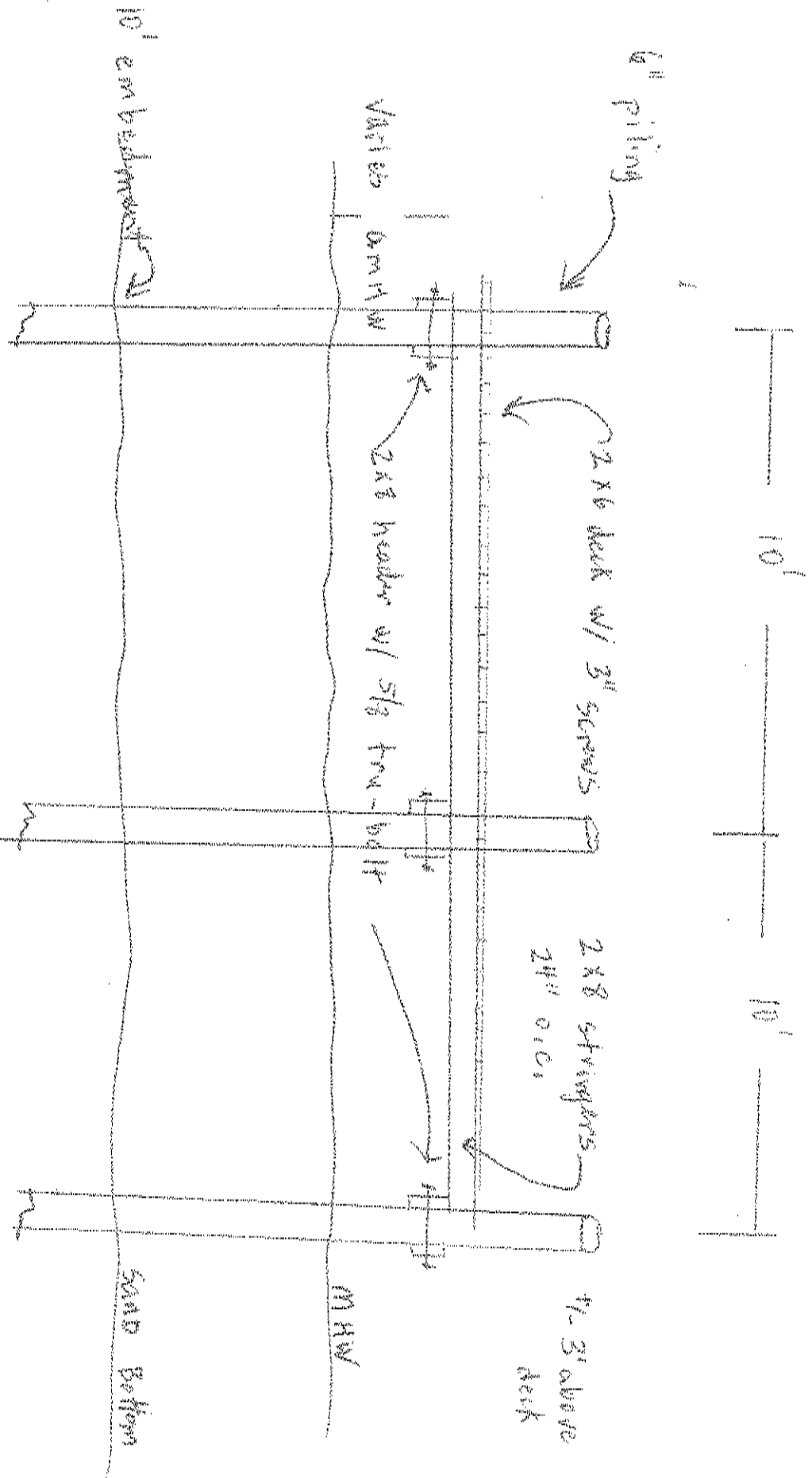
Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

SEE Plan for view
for exact measurements

40' set back from
ROW for
access pier

Typical Dock Section

Raffield / 4739 Sunset Dr.





Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

TERMS AND CONDITIONS

Self Certification File No.: **0367908001EE**

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with Section 403.813(1)(b), F.S.

The dock to be constructed:

1. Has 1,000 square feet or less over water surface (includes adjacent wetlands) in accordance with Chapter 62-340, F.A.C.;
2. Is constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Is used ONLY for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia;
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement or restrictive covenant of record prohibiting the activity.

Boat lifts are subject to the following additional conditions:

1. Is to be installed in a proposed slip or, at or adjacent to the waterward end of the dock;
2. With other mooring will not result in the mooring of more than two vessels (including jet skis);
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Will not be located in areas prohibited for mooring by a previously issued permit or other form of authorization issued by a local government;

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under Chapters 253, F.S. or Chapters 258, F.S.

1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty/state-owned submerged lands unless cured to the satisfaction of the Board of Trustees of the Internal Improvement Trust Fund (Board).
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/state-owned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with

the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2' by 11' explaining the requirements for 'Idle

Speed/No Wake' and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. Construction of the project must be completed within one year from the self-certification date. If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.



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CONDITION FOR THE DEPARTMENT OF THE ARMY SELF-CERTIFIED STATE PROGRAMMATIC GENERAL PERMIT FOR A PROJECT AT A PRIVATE, SINGLE FAMILY RESIDENCE

Self Certification File No.: **0367908001EE**

General Conditions:

1. The time limit for completing the work authorized on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization:
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities

undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or Construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. 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.
7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Manatee Conditions:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a fourfoot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not

reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Submerged Aquatic Vegetation Conditions:

1. Avoidance. The piling-supported structure will be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of piling-supported structure will be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround will be located at the midpoint of the piling-supported structure.
4. Over-SAV bed portions of the piling-supported structure will be oriented in a north-south orientation to the maximum extent that is practicable.
5. Terminal Platforms:
 - a. If possible, terminal platforms will be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.
 - b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform will be limited to 160 square feet. The grated deck material will conform to the specifications stipulated below. The configuration of the platform will be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet will conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.
 - c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform will be limited to 120 square feet. The configuration of the platform will be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section will conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section will be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. Pilings will be installed in a manner which will not result in the formation of sedimentary deposits ("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
7. The spacing of pilings through SAV beds will be a minimum of 10 feet on center.
8. The gaps between deckboards will be a minimum of 1/2 inch.

Marsh and Mangroves Conditions:

1. Marsh:
 - a. The piling-supported structure will be aligned so as to have the smallest over-marsh footprint as

practicable.

b. The over-marsh portion of the piling-supported structure will be elevated to at least 4 feet above the marsh floor.

c. The width of the piling-supported structure is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

2. Mangroves:

a. The width of the piling-supported structure is limited to a maximum of 4 feet.

b. Mangrove clearing is restricted to the width of the piling-supported structure.

c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Sea Turtle and Smalltooth Sawfish Construction Conditions:

The permittee will comply with the following protected species construction conditions:

1. The permittee will instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
2. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
3. Siltation barriers will be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
4. All vessels associated with the construction project will operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e. g., marked channels) whenever possible.
5. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions will be implemented to ensure its protection. These precautions will include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment will cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
6. Any collision with and/or injury to a sea turtle or smalltooth sawfish will be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
7. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.
8. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).
9. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfs@noaa.gov.
10. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>.
11. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.
12. All work must occur during daylight hours.

Special Conditions:

1. For concrete piles installed by impact hammer:
 - a. The piles will be less than or equal to than 24 inches in diameter; and
 - b. Not more than 10 piles will be installed per day if in open water; or,
 - c. Not more than 5 piles will be installed per day in a confined space. A confined space is defined as any area that has a solid object (e.g., shoreline, seawall, jetty) or structure within 150 feet of the pile installation site that would effectively serve as a barrier or otherwise prevent animals from moving past it to exit the area. This does not include objects such as docks or other pile-supported structures that would not stop animal movement or significantly reflect noise.
2. Metal piles will NOT be installed by impact hammer.
3. The Permittee is responsible for obtaining any 'take' permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such 'take' permits are required for a particular activity.
4. The Permittee is responsible for compliance with 50 CFR 224.103 prohibiting approach within 500 yards of a right whale, with limited exceptions.
5. Special Conditions Related to All Reviews and Authorizations are available at:
<http://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/> and must be followed.