

# City of Flagler Beach

## Planning and Architectural Review Board

Tuesday, January 8, 2013 at 5:30 p.m.

City Hall Commission Chambers

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### Agenda

1. Call the meeting to order.
2. Call the roll.
3. Pledge of Allegiance.
4. Approve the minutes of the Special Meeting of October 30, 2012.
5. Approve the minutes of the Regular Meeting of November 7, 2012.
6. New Business:
  - A. Application #SP 13-01-01  
Site Plan Review of Building and Outside Observation Deck Addition and Off-Street Parking Lot  
Applicant: John Lulgjuraj for Oceanside Beach Bar & Grill  
1848 South Ocean Shore Boulevard  
Property Owners: TJ's Family Enterprises, Inc., 1900 Oceanshore, LLC, and Angel L. and Aida I. Torres
  - B. Application #SP 13-01-02  
Site Plan Review of Assisted Living Facility and Off-Street Parking Lot  
Applicant: Charles Burgan for Beachside Estates  
601 South Central Avenue  
Property Owners: Sally G. Pillitteri and LHP Scales, Inc.
  - C. Discussion and recommendation of an ordinance of the City of Flagler Beach, Florida, amending Chapter 7 Buildings and Building Regulations, Article III, "House Numbering," of the *City of Flagler Beach Code of Ordinances* to revise the display numbers and remove number height requirement; repealing Article IV, "Procedure for Condemnation, Demolition and Removal of Unsafe Buildings and Structures," of the *City of Flagler Beach Code of Ordinances*; amending Section 5.00.01 of the *Land Development Regulations* to revise the list of codes adopted by reference, to revise the wind speed, and to establish the minimum regulations governing the conditions and maintenance of all property, buildings and structures in the city; provide the standards and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; provide for the condemnation of buildings and structures unfit for human occupancy; providing for codification, conflicts, and an effective date.
7. Reschedule the March 5, 2013, Regular Meeting date due to the municipal election.
8. PARB Member Comments.
9. Adjournment.



**RECORD REQUIRED TO APPEAL:** In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript, or you may buy a CD of the meeting for \$3.00 at the City Clerk's office. Copies of CDs are only made upon request. The City is not responsible for any mechanical failure of the recording equipment.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext. 235 at least 72 hours prior to the meeting.

Please take notice that individual Elected Officials of the City of Flagler Beach may attend this meeting. Those Elected Officials who attend will not take any action or take any vote at this committee meeting. This is not an official meeting of the Flagler Beach City Commission. This notice is being provided to meet the spirit of the Sunshine Law to inform the public that Elected Officials may be present at this committee meeting.

Posted December 28, 2012

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### Planning and Building Department

P.O. Box 70 • 116 3rd Street South, Flagler Beach, Florida 32136 • Phone (386) 517-2000 • Fax (386) 517-2016

# City of Flagler Beach

## Planning and Architectural Review Board

Tuesday, October 30, 2012 at 3:30 p.m.

City Hall Commission Chambers

Workshop Minutes

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PRESENT: Don Deal, Joseph Pozzuoli, City Attorney Virginia Cassady, City Planner Chad Lingenfelter, Board Secretary Kate Settle.

ABSENT: Dan Bayerl, Cathy Feind, Theodore Johnson, Roseanne Stocker and Lea Stokes.

1. CALL THE MEETING TO ORDER: Don Deal called the meeting to order at 3:32 p.m.

2. PLEDGE OF ALLEGIANCE: Mr. Lingenfelter led the pledge.

Don Deal asked Attorney Cassady if they could continue with the workshop if only two members were present. Attorney Cassady indicated they could the purpose of the meeting was to be able to have an open dialogue between members, but no action could be taken without a quorum.

3. NEW BUSINESS:

A. DISCUSSION OF ORDINANCE 2007-12 OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDED APPENDIX A, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE II, SECTION 2.04.00 DISTRICT REGULATIONS, BY DELETING SECTION 2.04.02.7 SINGLE FAMILY RESIDENTIAL SITE PLAN REQUIREMENTS FOR THE MIRROR LAKE WATERSHED OVERLAY DISTRICT; BY AMENDING ARTICLE IV, SECTION 4.05.07. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FOOD HAZARD, TO REFLECT A REVISED DATE FOR THE FLOOD INSURANCE STUDY; BY AMENDING ARTICLE IV, SECTION 4.05.27(10) TO CHANGE THE WORD ARTICLE TO SECTION; BY AMENDING ARTICLE IV, SECTION 4.06.02(1) AND (6), TO REVISE THE REQUIREMENT TO OFFSET AN ENCROACHMENT INTO A 100 YEAR FLOODPLAIN WITH A 1 TO 1 RATIO OF COMPENSATING STORAGE VOLUME; BY AMENDING ARTICLE IV, SECTION 4.06.05, TO CORRECT THE SUBSECTION REFERENCE; BY AMENDING ARTICLE V, SECTIONS 5.05.01 THROUGH 5.05.04 TO CHANGE THE WORD ARTICLE TO SECTION, REQUIRE APPROVAL FOR ANY ADDITION OF PERVIOUS OR SEMI-IMPERVIOUS AREA, DELETE A REFERENCE TO SECTION 2.04.02.7, TO ADD THE MIRROR LAKE WATERSHED OVERLAY DISTRICT TO THRESHOLD CATEGORIES AND ADDITIONAL STANDARDS AND REQUIRE RAIN GUTTERS AS NEEDED; AND BY ADDING A NEW SECTION 5.06.00 TO APPENDIX A, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE V, TITLED CLEARING AND GRADING, THAT INCLUDES SECTIONS ON PURPOSE AND INTENT; PROHIBITIONS AND EXEMPTIONS; PERMIT REQUIREMENTS FOR SURVEY, CLEARING AND GRADING; SOIL EROSION CONTROL; INVASIVE SPECIES REMOVAL, A RESERVED SECTION, GRADING; FILL; AND RIGHT OF WAY TREATMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE: Mr. Lingenfelter reported there have been some questions with new homes being built and what standards apply in certain areas of the City. He discussed the issue with ordinances being confusing and some considered the Mirror Lake Watershed Overlay to apply citywide. He outlined the maximum amounts of building coverage and impervious area allowed and specific areas where the percentages differ.

Don Deal asked for the definition of impervious. Mr. Lingenfelter referred to the definition in the code. Mr. Deal asked if outside the Mirror Lake Watershed Overlay, the City would take the percentage of lot coverage into account. Mr. Deal asked for clarification

regarding compensatory storage areas that do not necessarily need to catch the run off. Mr. Lingenfelter indicated it is not required that the run off go into the compensatory storage. Mr. Pozzuoli spoke of his experience working with homes and using up his 50 cubic yards of fill. He felt there should be a way to provide the necessary compensatory storage without having to build a huge swale. Mr. Pozzuoli thought it could be incorporated in the landscaping.

Mr. Deal was aware of a "water trespass" but felt the "water trespass" puts one neighbor against the other. He asked Attorney Cassady for her opinion. She warned against trying to regulate the type of stormwater system for each resident. If for some reason, the system does not work the same for each household and a resident's property is damaged, the resident who was impacted can sue the City.

The Mirror Lake Watershed Overlay adopted standards were and whether properties in flood prone areas should also be held to the standards of the Mirror Lake Watershed Overlay. Mr. Deal referred to the 24 year storm. He asked that David King be contacted to clarify the two inch requirement in Mirror Lake as opposed to the one inch outside of Mirror Lake and how does that apply to the 24 hour storm event.

Mr. Deal also asked for the locations of the AO Zones. Mr. Lingenfelter indicated he would review the maps. The 2007 ordinance was discussed and the sections were noted that had been changed, however, there was not an indication of the wording that was removed. Mr. Deal wondered how the city could keep track of the amount of fill brought in for various projects done on a property. Mr. Lingenfelter outlined how the permitting software works and how it would be caught in house. Mr. Deal was still wary that this might be a loop hole that needs to be closed. Attorney Cassady was not sure clarification was necessary and that it was primarily a recordkeeping issue.

Don Deal referred to page 11, Section 5.06.04.07. He asked how the City determines the grade of the adjacent properties. Chad referred to other areas of the code and the exemption section. Attorney Cassady recommended consulting David King on this matter and it would be wise to look at the section or article the exemptions pertain to before coming to a conclusion.

Don Deal read a section into the record: "no house pad shall be elevated higher than required to accommodate the flood plain elevation requirement" and felt the City might want to purge this wording because there is a discount from FEMA. Also, there are homes in the area that are being built higher than six feet and they would be in violation of this ordinance. Joseph Pozzuoli wonder if a design was put in place to accommodate for the compensating storage, would a resident be allowed to do so. Mr. Pozzuoli sited other cities where it is the design for development of a neighborhood.

Attorney Cassady felt the language regarding the culvert for the driveway was ambiguous and the language was not clear regarding swales and the location of the swales. The need for more of a definition for driveway culvert and driveway was discussed. Don Deal thought it would be beneficial for the City to have standards regarding swales.

Mr. Deal asked Mr. Lingenfelter to look into other City's ordinances regarding standards for swales; to receive clarification on the 25 year 24 hour storm; to see the strikethroughs for the section regarding the Wetlands. Mr. Deal also inquired how other cities manage fill spilling into the wetlands. He spoke of a home being built near the wetlands and the fence that was erected did not hold the fill from seeping into wetlands. Mr. Deal spoke with several commissioners, past and present, and there was confusion whether the Mirror Lake Watershed Overlay was adopted citywide or just in the Mirror Lake.

The public hearing was opened. Ken Marsh lives on Lambert Avenue. His neighbor received his Certificate of Occupancy five days ago. Mr. Marsh urged the City to have a Stormwater requirement throughout the City. Dick Ricardi expressed his concern regarding a home that is being built near the wetlands and the fill that has been seeping into the wetland from the site. Jo Ann Ricardi also felt there is a need for compensating storage for every building within the City limits. The public hearing was closed.

Mr. Deal asked Attorney Cassady if the City gave a permit for a home to be built on land that normally floods, would the City be held liable if there was damage during a hurricane. Attorney Cassady indicated that the City would not be liable.

4. PARB MEMBER COMMENTS: There were no PARB Member comments.
  
5. ADJOURNMENT: Mr. Pozzuoli adjourned the meeting at 5:22 p.m.

# City of Flagler Beach

## Planning and Architectural Review Board

Wednesday, November 7, 2012 at 5:30 p.m.

City Hall Commission Chambers

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### Minutes

PRESENT: Dan Bayerl, Don Deal, Cathy Feind, Joseph Pozzuoli, Roseanne Stocker, City Attorney Drew Smith, City Planner Chad Lingenfelter, Board Secretary Kate Settle.

ABSENT: Theodore Johnson and Lea Stokes

1. CALL THE MEETING TO ORDER: Chairman Deal called the meeting to order at 5:34 p.m.
2. CALL THE ROLL: Ms. Settle called the roll.
3. PLEDGE OF ALLEGIANCE. Joseph Pozzuoli led the pledge.
4. APPROVE THE MINUTES OF THE SPECIAL MEETING OF SEPTEMBER 25, 2012: **Motion** by Cathy Feind, seconded by Roseanne Stocker, to approve the Special Meeting Minutes of September 25. The **motion** carried unanimously.
5. APPROVE THE REGULAR MEETING OF OCTOBER 2, 2012: **Motion** by Cathy Feind, seconded by Joseph Pozzuoli, to approve the minutes of October 2, 2012. The **motion** carried unanimously.
6. APPROVE THE 2013 REGULAR MEETING DATES: It was the consensus of the PARB to accept the meeting dates, as presented.
7. NEW BUSINESS:
  - A. Application #OE 12-11-01

Outdoor Entertainment to allow amplified and non-amplified events consisting of music, spoken words and/or other forms of entertainment on the subject property in the TC, Tourist Commercial zoning district.

Applicant: John Lulgjuraj for Oceanside Beach Bar & Grill  
1848 South Ocean Shore Boulevard

Property Owner: TJ's Family Enterprises, Inc.

Don Deal read the title of the item into the record. Mr. Deal felt the number of seats were in violation of the code. Chad reporting the number of seats at the restaurant today was approximately 200 and the restaurant has 35 parking spaces. The parking regulations for the property, regardless of the outdoor entertainment, is one parking space to three seats.

Mr. John Lulgjuraj explained the nature of his request and assured the Board that he wants to continue to serve families at the restaurant. He felt the music outside was a nice amenity for those patrons who enjoy the ocean view to sit and eat their meal. They would occasionally like to have DJ play at their establishment. He did not feel that the entertainment would necessarily bring more patrons as they had no intention of hiring bands that would bring their own crowd with them.

He explained the number of seats was temporary. They had an event on Saturday for a family celebrating the life of one who had past. They were removing those extra seats needed to host the event and would bring it back to the 160 seats.

The discussion continued on the dias. Ms. Feind was concerned about the parking requirement. Ms. Stocker did not see it as a problem and wanted to provide the restaurant with an environment that would allow them to be successful. Mr. Deal had a problem because the restaurant, as it was, did not meet the parking requirements and adding a new amenity adds patrons. He felt Oceanside did not meet the criteria of the ordinance. Mr. Pozzuoli congratulated the Lulgjurajs on the new design of the restaurant and does not have a problem with them adding outdoor entertainment permit. Mr. Bayerl did not have a problem with this permit and reminded the Board that outdoor entertainment permits are reviewed annually so if a problem occurs, they can be denied at that time but felt it was important to give them a chance.

The public hearing was opened. Ed Mucciolo, Marge Barnhill and JoAnn Ricardi came forward to give their concerns, opinions and suggestions. The public hearing was closed.

Mr. Pozzuoli felt the homes near the restaurants need to be aware of the zoning and when purchasing a home. He spoke of what a business adds to a tax base and the requirements of the noise ordinance. Mr. Deal felt he could not approve the permit unless the ordinance criteria were changed.

Tony Lulgjuraj expressed his frustration with the competition of restaurants located in a different zoning than his own and the liberties of those restaurants regarding parking, and other amenities.

Mr. Lingenfelter suggested limiting the permit to days and times when crafting the motion.

**Motion** by Roseanne Stocker, seconded by Joseph Pozzuoli, that we recommend approval of the outdoor entertainment permit for the Oceanside Beach Bar and Grill. The **motion** carried three to two, with Cathy Feind and Don Deal voting no.

B. Application #OE 12-11-02

Outdoor Entertainment to allow amplified and non-amplified events consisting of music, spoken words and/or other forms of entertainment on the subject property in the GC(DMUO), General Commercial (Downtown Mixed Use Overlay) zoning district.

Applicant: Marjorie Barnhill for Gallery of Local Art and Village Shops  
200-208 South Central Avenue

Property Owner: Theodore M. Jr. and Marjorie Barnhill Trustees

Marjorie Barnhill, owner of the Village Shops explained that she would like a renewal of her license. The public hearing was opened. Mary Beth Chitener enjoys the music. The public hearing was closed. **Motion** by Roseanne, seconded by Cathy Feind to approve the outdoor entertainment permit for the Local Art and Village shops. The **motion** carried unanimously.

C. Application #OE 12-11-03

Outdoor Entertainment to allow amplified and non-amplified events consisting of music, spoken words and/or other forms of entertainment on the subject property in the GC, General Commercial zoning district.

Applicant: Carol Fisher for Beach House Beanery  
1112 South Ocean Shore Boulevard

Property Owner: Ronald A. Dore

Pam Morrow spoke to the nature of the Beanery's request. Don Deal asked if the Beanery had adequate parking. Mr. Lingenfelter reported the establishment has adequate parking for the permit. The public hearing was opened. No comments were received. The public hearing was closed. **Motion** by Cathy Feind, seconded by Dan Bayerl, to approve Application #OE 12-11-03. The **motion** carried unanimously.

8. PARB MEMBER COMMENTS: Cathy would like the Commission to review the outdoor entertainment ordinance regarding parking for businesses. Mr. Lingenfelter would like to see "activity" be better defined and when the activity trips parking requirements. Mr. Deal asked if the City would be liable if seats were placed in the right of way. He asked staff to check the property owner if the owners have a general use permit from DOT. Mr. Deal asked if a business adds seats, does it require a permit. Chad spoke to the process of business expansion and of gathering evidence for Code Enforcement. Joseph Pozzuoli reported when a business receives a permit there is an occupancy load that they are not to exceed, per fire code.

9. ADJOURNMENT: Motion by Roseanne Stocker, seconded by Cathy Feind, to adjourn the meeting at 6:35 p.m.



# City of Flagler Beach

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**To:** Don Deal, Chairperson, Planning and Architectural Review Board  
Planning and Architectural Review Board Members

**FROM:** Chad T. Lingenfelter, AICP, PTP, City Planner

**RE:** #SP 13-01-01 – Oceanside Beach Bar & Grille Building and Outside Observation Deck Addition and Off-Street Parking Lot Site Plan Review

**DATE:** December 28, 2012

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**Applicant:** John Lulgjuraj, P.O. Box 1600, Flagler Beach, Florida 32136

**Property Owners:** TJ's Family Enterprises, Inc., P.O. Box 1600, Flagler Beach, Florida 32136  
1900 Oceanshore LLC, 3423 North Ocean Shore Boulevard, Flagler Beach, Florida 32136  
Angel L. and Aida I. Torres, 15814 Hampton Village Drive, Tampa, Florida 33618

**Properties:** 1848 South Ocean Shore Boulevard – 18-12-32-2750-00190-0130  
18-12-32-2750-00200-0010 – Lot 1 south of 19<sup>th</sup> Street South  
18-12-32-2750-00200-0020 – Lot 2 south of 19<sup>th</sup> Street South

**Future Land Use:** Commercial

**Zoning District:** Tourist Commercial

## Summary

Pursuant to the *City of Flagler Beach Code of Ordinances, Appendix A, Land Development Regulations, Article II., Zoning*, the applicant is requesting approval of a site plan for a building and an outside observation deck addition and an off-street parking lot.

## Analysis

The applicant's application includes plans that indicate that the proposed building addition would add 1,816 square feet to the existing 3,054 square foot building and the proposed 1,728 square foot outside observation deck would create an additional 498 square feet of covered outdoor seating area to the existing 564 square feet of covered patio. An off-street parking lot plan and a valet parking configuration are also included.

Pursuant to Section 2.06.06., Site Plan Review., "Before approving the site plan, the Planning and Architectural Review Board shall make findings with respect to the following:"

1. Traffic access – All proposed site traffic access ways are adequate, but not excessive in number, adequate in grade, width, alignment and visibility, and not

located too near street corners, entrances to schools or places of public assembly and other similar considerations.

The access to the building site is from South Ocean Shore Boulevard and is not proposed to be modified. The access to the off-street parking lot is shown on the Proposed Parking Plan to be accessed from South Ocean Shore Boulevard. This access should be from the platted alley to the west of the subject properties to concentrate turning movements on South Ocean Shore Boulevard at the intersection of 19<sup>th</sup> Street South.

2. Circulation and parking – That the interior circulation system is adequate and that all required parking spaces are provided and are easily accessible.

Pursuant to Section 2.06.02.1., Off-Street Parking, Restaurants, nightclubs or other eating places require one (1) parking space per 150 square feet total floor area OR one (1) parking space per three (3) fixed seats OR as established by the standards of the *Florida Building Code* whichever is greater. The present building is 3,054 square feet interior space and 564 square feet of covered outside patio with 160 seats inside and outside, as stated by the applicant, which would require 53 parking spaces if this were a new development. Staff has recently observed 35 parking spaces with two (2) additional handicapped accessible parking spaces in the northeast corner of the parking lot next to the entrance.

The improvement adds 1,816 square feet of interior space, 498 square feet of covered outside patio, 1,728 square feet of outside observation deck, and reduces the number of parking places from 37 to 33 due to the staircases to the observation deck. The resultant of the proposed improvement would be 7,660 square feet of total floor area and require 51 parking spaces. However, since the site presently has 160 seats that require 53 spaces, the nonconformity of the parking requirement for this use will not be expanded due to the additional of total square footage.

Furthermore, the applicant is proposing to improve two (2) 50 foot wide lots within 200 feet of the subject property, as allowed by Section 2.06.02.1(3). The Proposed Parking Plan shows 28 parking spaces. These additional spaces would bring the total number of parking spaces to 61. However, the access should be from the platted alley to the west of the subject properties, the circulation between the two (2) lots should be within the properties and not require a motorist to back out of the north property and back into the south property within the South Ocean Shore Boulevard right-of-way, and landscaping, perimeter screening, interior landscaping, and planter islands must be implemented as required by Sections 2.06.02.1(6) through (9). Two (2) handicapped accessible parking spaces are required by *Florida Statutes*. These changes will reduce the total number spaces but there is sufficient room for 20 spaces. The applicant has submitted an executed Commercial Lease for the second lot (Lot 2) south of 19<sup>th</sup> Street South. Therefore, the applicant may only seek site plan approval for this lot.

A diagram of a valet parking plan for the building site was also included with the application packet. However, this diagram is inconsistent with Section 2.06.02.1(1), Size and Access, that requires "a parking space having minimum

dimensions of ten (10) feet in width by twenty (20) feet in length for the parking of each automobile" and the "parking plan must be so arranged that each automobile may be placed and removed from the property without the necessity of moving any other automobile to complete the maneuver."

3. Disposal of usable open space – That in accordance with the spirit and intent of this ordinance, wherever possible, usable open space is disposed of in such a way as to insure the safety and welfare of residents or guests.

The TC, Tourist Commercial zoning district allows 90 percent of the lot to be covered. The remaining 10 percent is typically used for landscaping and stormwater retention.

4. Arrangement of buildings – That adequate provision has been made for light, air, access and privacy in the arrangement of the buildings to each other. Each dwelling unit shall have a minimum of one (1) exterior exposure. Laundry facilities, including washing machines and clothes dryers, shall be available for multifamily dwellings on the premises for use by all occupants of the premises, if hookups for such facilities are not provided in each unit.

The proposed building addition is a continuation of the building to the west, but outside of the required side yard and rear yard setbacks. The proposed outside observation deck outside deck addition is to the south of the existing building and addition. Therefore, the proposed building and outside observation deck addition will not impede the light, air, access and privacy of the adjacent buildings or property.

5. Proper landscaping – That the proposed site is properly landscaped, the purpose of which is to further enhance the natural qualities of the land. As provided elsewhere in this section, proper screening and buffer zones may be required. The location and type of plants or materials shall be shown on the development plan. Furthermore, all landscaping shall comply with the criteria established in Section 5.04.00 Landscaping/Trees.

The building site is presently improved and has previously erected a six (6) foot privacy fence at the perimeter of the property. The landscaping, perimeter screening, interior landscaping, and planter islands for the off-street parking lot must be implemented as required by Sections 2.06.02.1 (6) through (9).

6. Supplemental controls – In reviewing the proposed site plan for one (1) or more multi-family or motel structures, the Planning and Architectural Review Board shall be guided by the following: (a-e)

This criterion is not applicable.

## Issues

1. The *Land Development Regulations* do not include an off-street parking requirement for open decks and patios in Section 2.06.02.1. However, Section 2.06.02.1(5) states that "the Planning and Architectural Review Board shall interpret the minimum required number of off-street parking spaces for any use not listed in the schedule of off-street parking requirements." Staff has researched off-street parking requirements and found the following standard for waterfront dining and entertainment establishments, "one (1) parking space for

every 50 square feet of open deck without tables and seats; and where tables and seats are provided on decks, parking shall be calculated in the same manner as for restaurant and bar uses listed within the land development regulations;" and found the following standard for restaurants, "one (1) parking space for every 50 square feet of customer service area or one (1) parking space for every 250 square feet of gross floor area for those establishments without customer service areas (take-out windows only, etc.)."

2. The site plan submitted by the applicant for the proposed project was determined by staff to be sufficient for review and recommendation. Since the off-street parking lot shown on the Proposed Parking Plan is to be improved with a pervious material, stormwater management calculations were not required by the *Land Development Regulations* to be submitted. The diagram of a valet parking plan submitted by the applicant is a concept for a reconfiguration of the south one half (1/2) of the existing parking lot. Since the parking lot is not being reconstructed and the impervious area is not being modified, a detailed site plan of the parking lot with stormwater management calculations were not required by the *Land Development Regulations* to be submitted.
3. The applicant has submitted an executed Commercial Lease for the second lot (Lot 2) south of 19<sup>th</sup> Street South. This 50 foot lot can accommodate 16 parking spaces with a two (2) way aisle and one (1) access point. Until the applicant is authorized by the property owner of the first lot (Lot 1) south of 19<sup>th</sup> Street South, the applicant may only seek and receive site plan approval for Lot 2.
4. The *Land Development Regulations* do not include dimensional requirements for valet parking. Staff has researched dimensional requirements for valet parking and found the following standards:
  - a. Individual spaces measuring eight (8) feet in width and 18 feet in depth are permitted.
  - b. Individual spaces may be stacked or double-parked no more than two (2) cars long or wide.
  - c. Access aisles with reduced width are allowed at the discretion of the development services director provided the aisle is used exclusively for valet parking spaces.
  - d. No through lane within a public right-of-way may be used for valet parking pickup.
  - e. The design of the parking lot shall be such that it does not interfere with adjacent vehicular or pedestrian traffic flow within a public right-of-way.
5. The TC, Tourist Commercial zoning district includes "automobile parking structures" as a permitted accessory use. Therefore, the property owner is presently allowed to build a multi-level parking facility as an accessory structure to any principal structure with a permitted use. Theoretically, this allows a 35 foot tall, 100 foot wide, and 105 foot long with four (4) levels of parking and would be consistent with the *Land Development Regulations*.

### **Recommendation**

Staff recommends that the Planning and Architectural Review Board recommend that the City Commission approve the site plan of the proposed building and outside observation deck addition and off-street parking lot on the subject properties with the following conditions:

1. The number of seats at the building site are limited to the number of off-street parking spaces within 200 feet owned or leased by the restaurant proprietor at a ratio of three (3) to one (1) or apply and receive a variance to the off-street parking requirement;
2. The valet configuration is not implemented;
3. Four (4) foot tall fencing is placed along the east property line of the building site except for the drive isles plus two (2) feet on each side of the isles;
4. The applicant applies for a General Use Permit from the Florida Department of Transportation to plant dense shrubs in the right-of-way seaward of the fence;
5. The off-street parking lot is reconfigured to an "U" configuration with internal circulation, accesses to and from the platted alley to the west, required landscaping and screening as mentioned above, and handicapped accessible parking spaces, as required by the *Florida Statutes*;
6. The 108 foot long outside observation deck does not exceed the building envelope of the 140.8 foot deep property that has a 25 foot and ten (10) foot front and rear yard setbacks, respectively, and;
7. The applicant designs a location for the displaced dumpster enclosure with an approval from the Public Works Department.

**Enclosures:** Location Map, Application, Site Plans, Elevations, and Parking Plans



# City of Flagler Beach

## Agenda Application

INDIVIDUAL'S NAME: John LULGTURAJ

BUSINESS NAME: Oceanside Beach Bar Grill  
(If Applicable)

STREET ADDRESS: 1848 South Ocean Shore Blvd  
(If within City of Flagler Beach)

MAILING ADDRESS: Po box 1600 Flagler Beach, FL 32131  
(Please provide City & Zip Code)

PHONE NUMBER: 386-986-0029

SUBJECT MATTER TO BE DISCUSSED WITH THE COMMISSION:  
(This is the wording you would like on the agenda)

Addition and Deck

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BACKGROUND INFORMATION REGARDING THE SUBJECT:

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DEC 07 2012

(OVER)

## CITY OF FLAGLER BEACH Site Plan Application Fee Sheet

Project Address: 1848 S. OSB. Date: 12/7/12  
 Applicant: John Zulajaraj Phone: 986-0029

ITEM	G/L CODE	FEE
Application Fee <input checked="" type="checkbox"/> Less than 10,000 sq ft- \$1000.00 <input type="checkbox"/> More than 10,000 sq ft- \$1,000 + \$3.00 per 1,000 sq ft over 10,000 sq ft <input type="checkbox"/> Multifamily w/ 20 or less dwelling units \$1,000 <input type="checkbox"/> Multifamily w/ more than 20 dwelling units \$1,000 + \$3.00 per unit over 20 Each re-submittal- \$150.00	001.3200.329102(505)	\$1000 <sup>00</sup>
Zoning Review           \$55.00 per hour	001.3200.321107(098)	
Public Works Review   \$55.00 per hour	001.3200.321108(099)	
Flagler Beach Fire       \$50.00		
QH Engineer Review (estimated) \$110.00 per hour	001.3200.321108(603)	
Mailing Charge           \$25.00	001.3200.321108(604)	

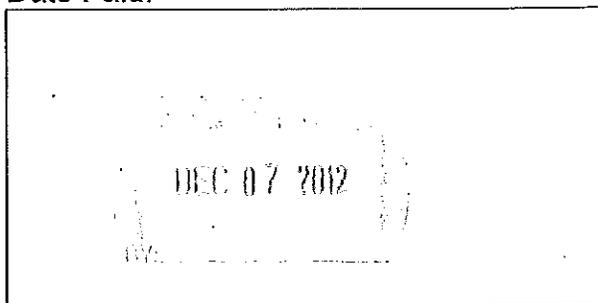
One Check for General Account                   (TOTAL)                   \$1000<sup>00</sup>

**ALL FEES ARE NON REFUNDABLE!!!**

Please Note: If during the review process, the initial deposit is not sufficient to cover the on-going review process, additional estimated calculated fees will be required before continuance of the review process.

Customer's Signature: [Signature]                   Rec'd By: Marlene Beams

Date Paid:



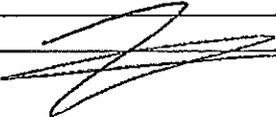
SPR#: \_\_\_\_\_ DATE FILED: \_\_\_\_\_ PARB Date: \_\_\_\_\_ CC: \_\_\_\_\_

### SITE PLAN REVIEW APPLICATION

PROJECT TITLE: Oceanside Beach Bar Grill  
PROJECT ADDRESS: 1848 S Oceanshore Blvd  
SUBDIVISION: FuQuay BLOCK: 19 LOT(s): 13, 14, 15  
TAX ID NUMBER: \_\_\_\_\_ ZONING DISTRICT: Tourist

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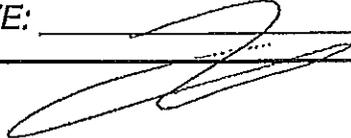
#### OWNERS INFORMATION:

OWNERS NAME: TJ'S Family Enterprise  
ADDRESS: 1848 S Oceanshore Blvd Flagler Beach  
PHONE NUMBER: 386-439-6345 FAX NUMBER: 386-439-0916  
E-MAIL: \_\_\_\_\_  
SIGNATURE OF OWNER: 

#### APPLICANTS INFORMATION:

APPLICANTS NAME (IF OTHER THAN OWNER): John Lulgjuraj  
ADDRESS: Po box 1600 Flagler Beach  
PHONE NUMBER: 386-986-0029 FAX NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
SIGNATURE OF APPLICANT: 

#### REPRESENTATIVE:

NAME: John Lulgjuraj  
ADDRESS: same  
PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE: 

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# SITE PLAN REVIEW

## PROJECT DESCRIPTION

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### PRINT OR TYPE INFORMATION

- A. Provide a detailed description of the proposed project:  
Adding a 16' x 108' wood deck to front/top of existing building
- B. Provide the lot size (parcel) and square footage of all building(s):  
3 lots – 150' x 120' 2500 square foot building existing. 16' x 108' deck proposed.
- C. Provide the size, height and proposed use of each building:  
Restaurant with deck for outside seating. Height with deck 16'
- D. Provide a detailed description of the following:  
  
Exterior finish and color: tan stucco & wood deck  
Roof material and color: white metal roof
- E. Indicate the project floor area ratio or lot coverage (if applicable): n/a
- F. Provide the total number of:  
  
Required on-site parking spaces: existing 31 spaces  
Proposed on-site parking spaces: 2 additional spaces w/relocation of dumpster  
Required on-site Handicapped parking spaces: existing 2 spaces  
Proposed on-site Handicapped Parking spaces: none
- G. Any off-site parking spaces proposed? If yes, describe number, location, and distance from proposed project location:  
50 off site parking spaces proposed on rear 2 ½ lots
- H. Will project be accomplished in phases? If Yes, describe phasing plans and timeframe: no
- I. Describe the nature of any tree and native vegetation removal, if applicable: n/a
- J. If a Commercial use, describe the operational characteristics of the development (proposed hours of operation, any unique characteristics of the proposed use.  
same
- K. Provide other pertinent information regarding the proposed development:  
  
Relocation of dumpster onto S. Central Avenue. Fencing of rear lots to be used for additional parking when needed.

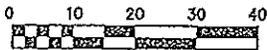
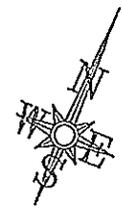
# Site Plan Review

## Existing Conditions

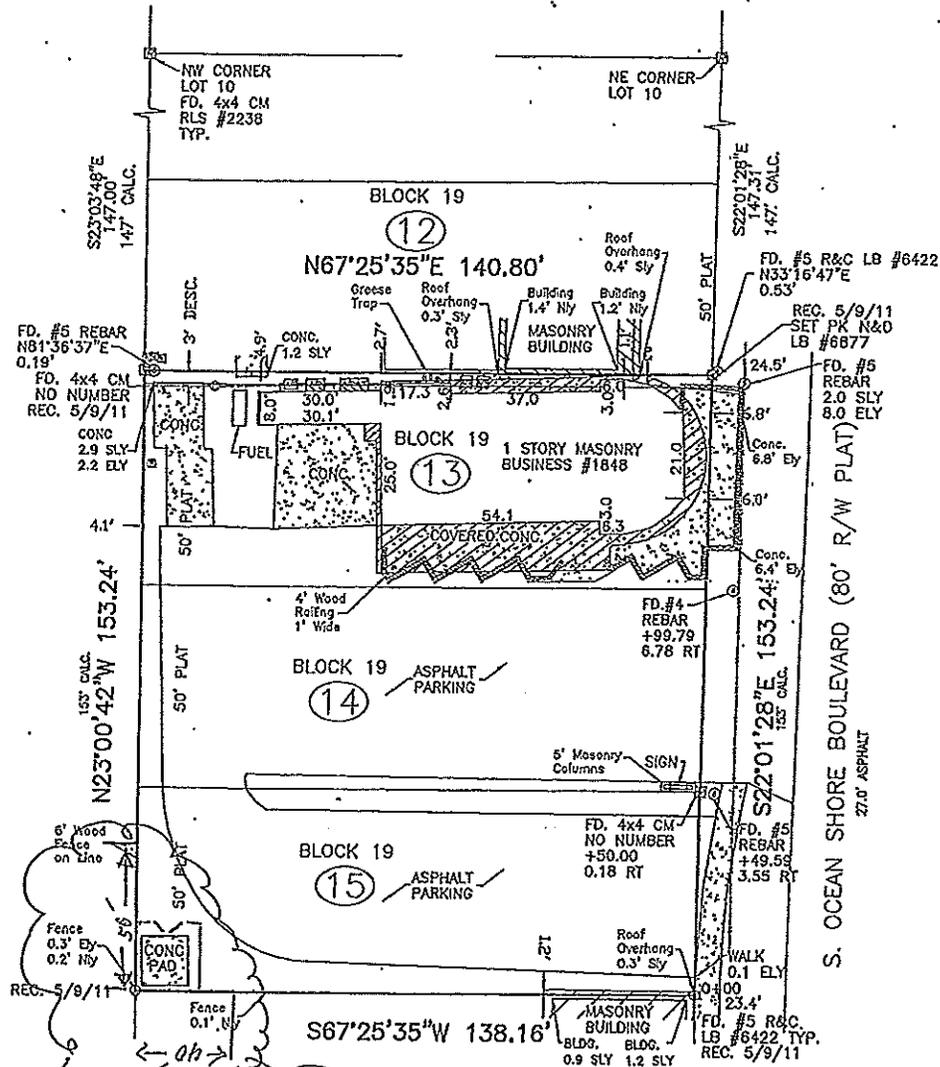
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- A. Describe all previous uses or activities on the site: Restaurant
- B. Describe all existing structures on the site in terms of their use, construction type, height, density, and size: 2500 square foot building - restaurant
- C. Describe the project site as it presently exists before the project in terms of:
- Site topography: n/a
  - Plant life (existing trees, vegetative cover): n/a
  - Soil conditions: n/a
  - Historic or cultural resources (if applicable): n/a
- D. Describe the land use and zoning of surrounding properties within 200 feet of project location:
- North: TC  
South: TC  
East: Ocean  
West: SFR

BOUNDARY SURVEY  
Sheet 1 of 2



SCALE : 1" = 20'



← Oh →  
ALL FENCE 6  
WOOD  
6/20/11

S. OCEAN SHORE BOULEVARD (80' R/W PLAT)  
27.0' ASPHALT

(Not valid unless accompanied by sheet 2, Survey Report)

Job Number 11062 Ref #05225 CRD #03320  
FB 251 @ 53-54 FB 267 @ 54-55

<b>AMMYER LAND SURVEYING, INC.</b> LICENSED BUSINESS #6877 MICHAEL M. MYER #LS 4006 PROFESSIONAL LAND SURVEYOR 316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 386 255-6304 Phone 386 255-6306 Fax				
SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		ALH	MMM	5/12/11

JAN 30 2012



DATE: 10/15/2014  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT NO. 14-00000000

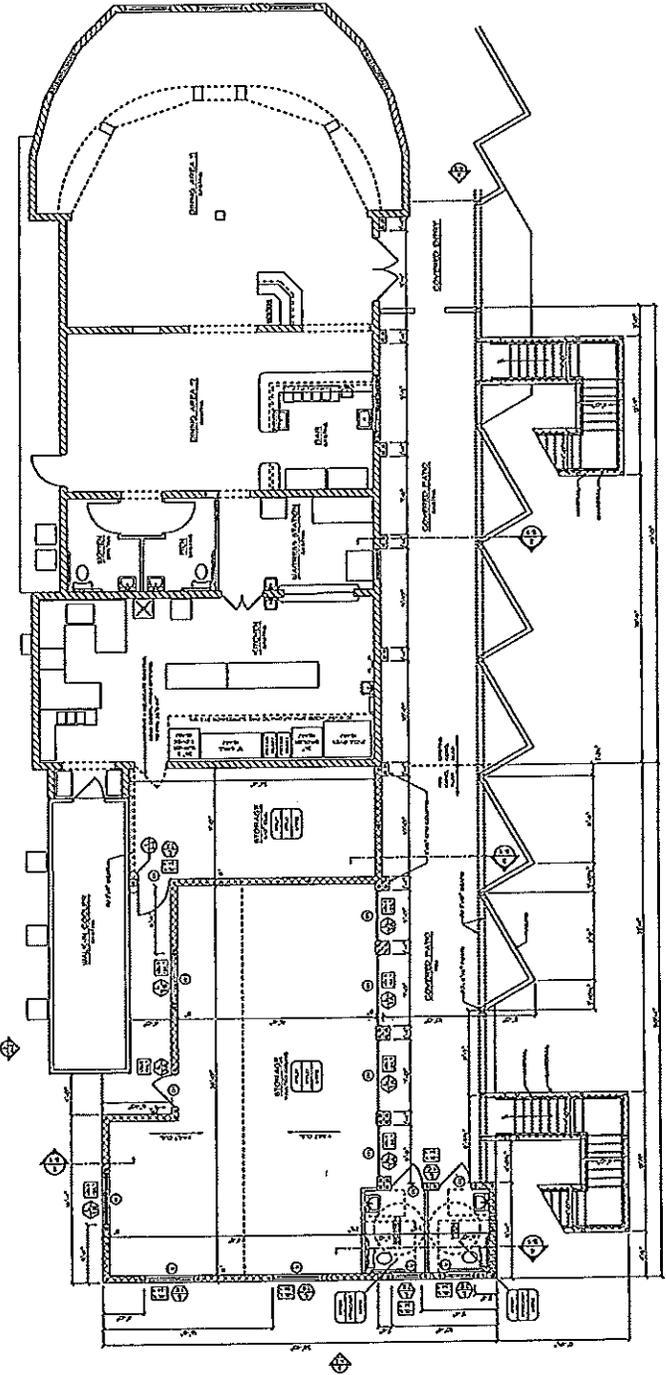
PROJECT NO. 14-00000000

DATE: 10/15/2014  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT NO. 14-00000000

FLOOR PLAN

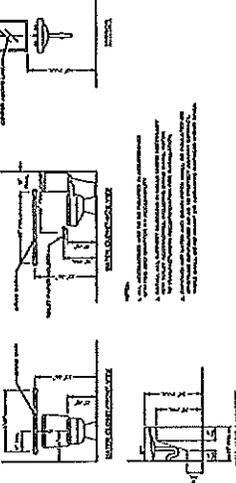
ADDITION TO  
 OCEANSIDE BEACH BAR & GRILL  
 1848 S. OCEANSHORE BLVD  
 FLAGLER BEACH, FL 32136

PROJECT NO. 14-00000000



FLOOR PLAN

TYPICAL HANDICAP MOUNTING HEIGHTS  
 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION



GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE, THE FLORIDA ACCESSIBILITY CODE, AND THE 2012 INTERNATIONAL BUILDING CODE.
- 2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
- 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
- 6. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
- 8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE, THE FLORIDA ACCESSIBILITY CODE, AND THE 2012 INTERNATIONAL BUILDING CODE.
- 9. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
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- 13. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100	YD	100.00	100.00
2	STEEL	50	TON	50.00	50.00
3	WOOD	200	CU YD	200.00	200.00
4	PAINT	100	GA	100.00	100.00
5	GLASS	50	SQ FT	50.00	50.00
6	MECHANICAL	100	HR	100.00	100.00
7	ELECTRICAL	100	HR	100.00	100.00
8	PLUMBING	100	HR	100.00	100.00
9	LABOR	1000	HR	1000.00	1000.00
10	EQUIPMENT	100	HR	100.00	100.00
11	PERMITS	1	SET	100.00	100.00
12	INSURANCE	1	MONTH	100.00	100.00
13	TRAVEL	100	MI	100.00	100.00
14	UTILITIES	100	HR	100.00	100.00
15	TESTING	100	HR	100.00	100.00
16	CONTINGENCY	100	HR	100.00	100.00
17	TOTAL				2000.00

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17	TOTAL				2000.00

PERMIT PLAN NOTES

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3	WOOD
4	PAINT
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12	INSURANCE
13	TRAVEL
14	UTILITIES
15	TESTING
16	CONTINGENCY
17	TOTAL

PERMIT PLAN NOTES

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14	UTILITIES
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SYMBOLS LISTED

---	CONCRETE
---	STEEL
---	WOOD
---	PAINT
---	GLASS
---	MECHANICAL
---	ELECTRICAL
---	PLUMBING
---	LABOR
---	EQUIPMENT
---	PERMITS
---	INSURANCE
---	TRAVEL
---	UTILITIES
---	TESTING
---	CONTINGENCY
---	TOTAL

BUILDING CODE INFORMATION

SECTION	DESCRIPTION
1	GENERAL BUILDING
2	MECHANICAL
3	ELECTRICAL
4	PLUMBING
5	MECHANICAL
6	ELECTRICAL
7	PLUMBING
8	MECHANICAL
9	ELECTRICAL
10	PLUMBING
11	MECHANICAL
12	ELECTRICAL
13	PLUMBING
14	MECHANICAL
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16	PLUMBING
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96	ELECTRICAL
97	PLUMBING
98	MECHANICAL
99	ELECTRICAL
100	PLUMBING

10/15/13  
 10/15/13  
 10/15/13

ADDITION TO  
 OCEANSIDE BEACH BAR & GRILL  
 1048 S. OCEANSHORE BLVD  
 FLAGLER BEACH, FL 32136

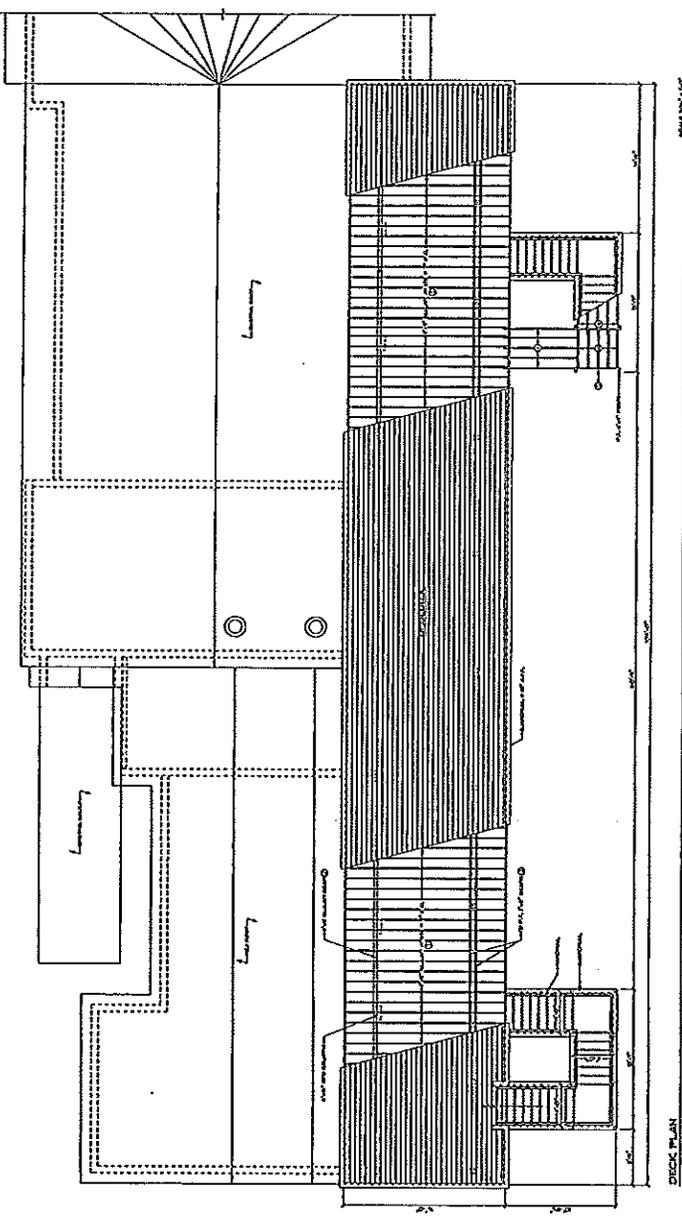
DECK PLAN  
 STAIR DETAIL

DATE: 10/15/13  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: [Number]

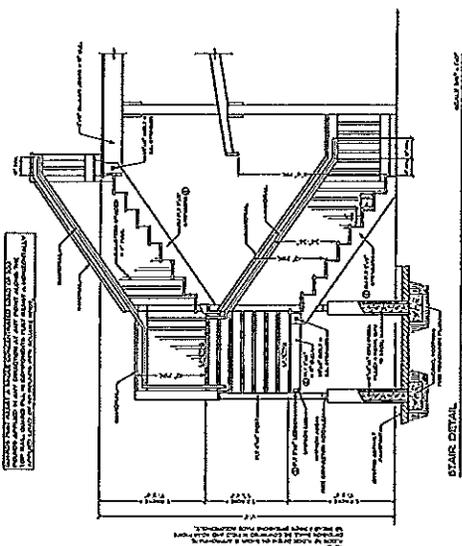
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10/15/13  
 10/15/13  
 10/15/13

SHEET NO.  
**A-3**



DECK PLAN



STAIR DETAIL

- DECKING FINISHING NOTES:**
- 1. Decking shall be installed in a staggered pattern.
  - 2. Decking shall be fastened to joists with stainless steel screws.
  - 3. Decking shall be finished with a marine-grade finish.
  - 4. Decking shall be installed over a waterproof membrane.
  - 5. Decking shall be installed over a concrete base.
  - 6. Decking shall be installed over a steel base.

**CONCRETE SCHEDULE (OPTIONAL)**

ITEM	DESCRIPTION	QTY	UNIT	PRICE
1	CONCRETE			
2	FORMWORK			
3	REINFORCEMENT			
4	PAINT			
5	FINISH			

**GENERAL NOTES:**

1. All work shall be in accordance with the Florida Building Code.

2. All materials shall be of high quality and suitable for outdoor use.

3. All work shall be completed within the specified time frame.

4. All work shall be done in a safe and professional manner.

5. All work shall be subject to inspection and approval by the local building department.

6. All work shall be done in accordance with the manufacturer's instructions.

7. All work shall be done in accordance with the applicable codes and regulations.

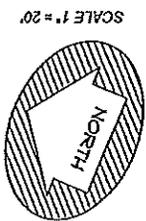
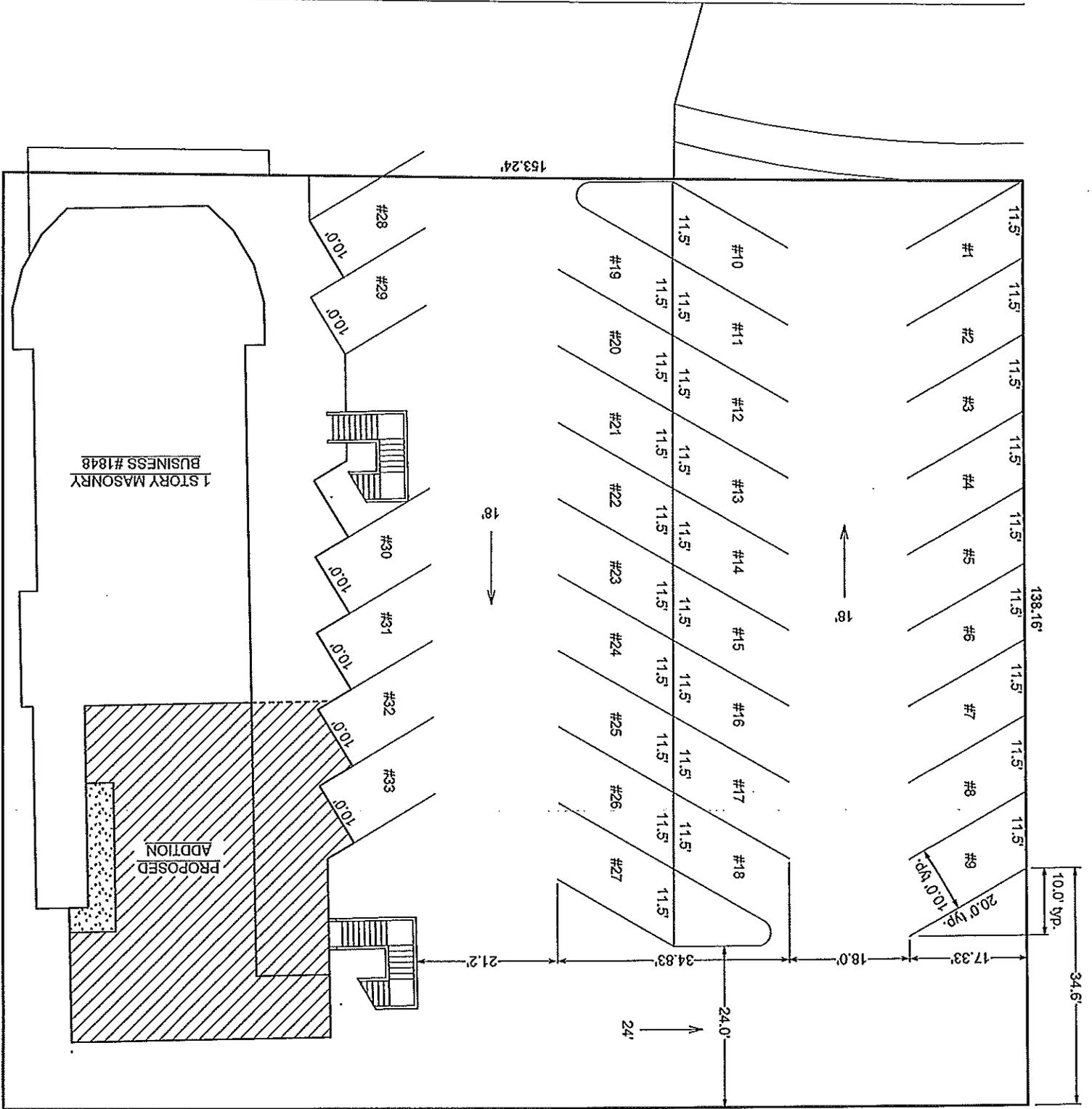
8. All work shall be done in accordance with the contract documents.

9. All work shall be done in accordance with the plans and specifications.

10. All work shall be done in accordance with the approved submittals.

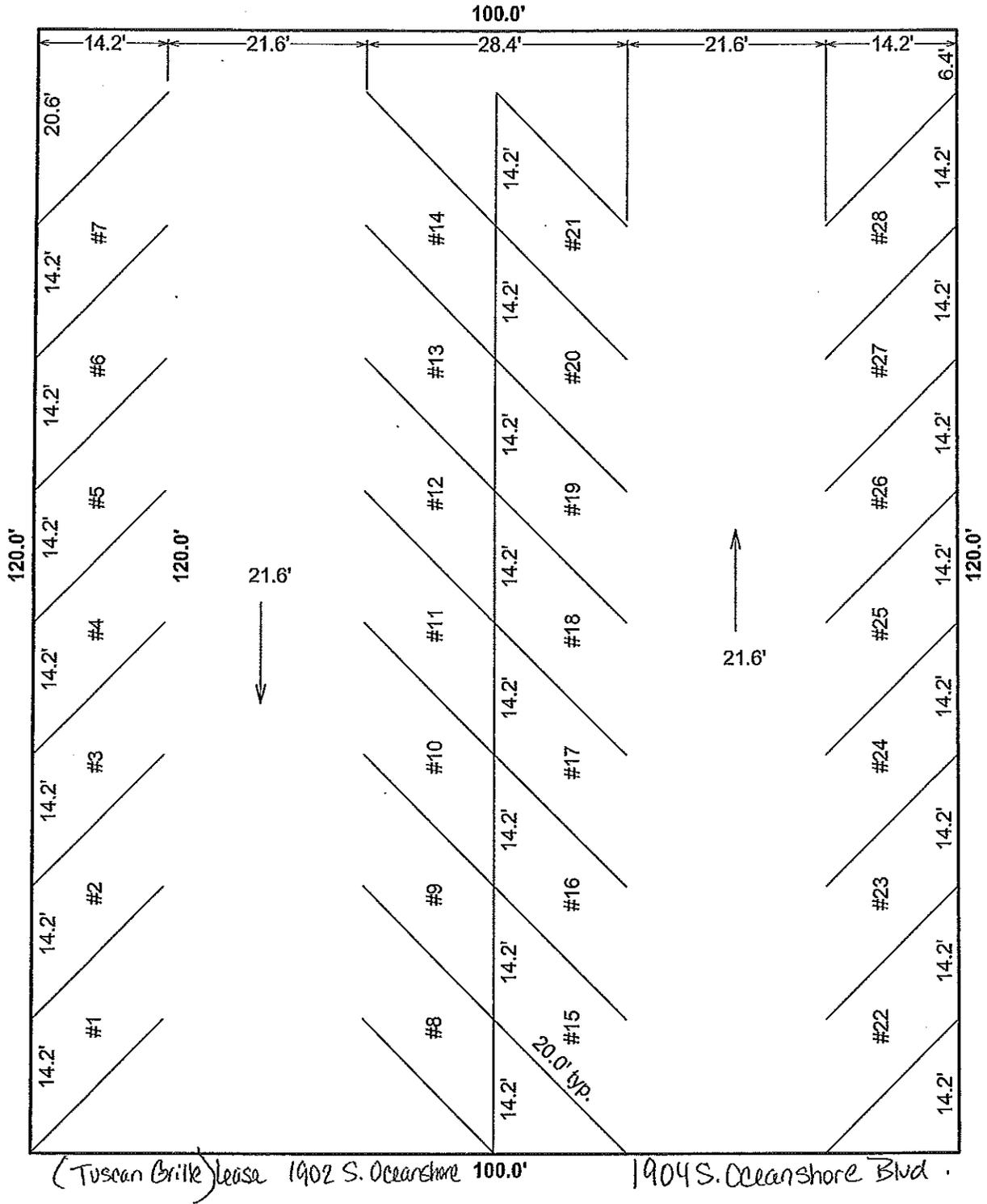






ADDITIONAL PARKING





**PROPOSED PARKING PLAN**

## COMMERCIAL LEASE

### LEASE AGREEMENT

This Lease is entered into between Angel and Aida Torres ("Landlord"), Florida residents and TJ's Family Enterprises, Inc., a Florida corporation ("Tenant").

### RECITALS

1. Landlord is the owner of the vacant lot at 1904 South Oceanshore Blvd., Flagler Beach, FL, 32136.
2. Tenant wishes to lease the lot for parking from Landlord (hereinafter the "Leased Premises.")
3. Landlord wishes to lease the premises to Tenant in consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration.

### ARTICLE 1 TERM

#### Term of Lease

§ 1.01. The term of this lease is one years beginning on January 1, 2013 and ending on December 31, 2013 less terminated sooner or extended as provided in this lease.

#### Option To Extend Term

§ 1.02. Tenant may extend this lease beyond the expiration date provided in § 1.01 on the following conditions:

(a) Tenant may, if it fully and faithfully complies with this lease, extend the lease term for additional one year terms. The extended term will begin on the day following the expiration date of the lease term specified in § 1.01, and for additional periods of the same length, each to begin on the day following the expiration date of the immediately preceding extended term. But if, on the date the original term or any extended term expires, Tenant is in default beyond any grace period provided in this lease in performing any of the terms of this lease, the remaining option or options are void. All the terms and covenants of the original lease term apply to all extended lease terms.

(b) Tnant may exercise each option to extend this lease by giving Landlord notice of its intention to do so not later than 30 days before the

lease term expires, in the case of the initial option to extend, or before the extended lease term expires, in the case of successive options to extend. Notice of an intention to exercise an option under this lease must, to be effective, be sent by certified or registered mail to Landlord at the address provided in § 15.03 and be postmarked no later than the latest date provided in this section for Tenant's exercising the option.

#### Holdover

§ 1.03. If Tenant holds over and continues in possession of the premises after the lease term (or any extension of it) expires, other than as provided in § 1.02, Tenant will be considered to be occupying the premises on a month-to-month tenancy, subject to all of the terms of this lease.

### ARTICLE 2 RENT

#### Basic Rent

§ 2.01. Tenant will pay Landlord \$250.00 per month, from the beginning of the lease term and throughout the original lease term, in advance on the 1<sup>st</sup> day of each month. This amount is the "basic rent." Rent for any fractional month at the beginning or end of the lease term will be prorated on a per-day basis. Tenant shall pay a \$500 deposit to Landlord.

### ARTICLE 3 USE OF PREMISES

#### Permitted Use

§ 3.01. Tenant represents and warrants to Landlord that Tenant intends to use the premises only for parking for Tenant's restaurant. Tenant's use of the premises is restricted to those purposes specified in this section, unless Landlord gives Tenant prior written consent for a different use.

#### Insurance Hazards

§ 3.02. Tenant may not use, or permit using, the premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the premises or any improvements on them, or insuring Landlord for any liability in connection with owning the premises.

#### Compliance With Laws

§ 3.03. (a) Tenant may not use, or permit using, the premises in any

manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws.

#### ARTICLE 4 SERVICES, MAINTENANCE, AND SURRENDER

##### Services and Maintenance by Landlord

§ 4.01. So long as Tenant is not in default under this lease, Landlord will furnish the premises with the following services and maintenance at its sole expense:

NONE

##### Maintenance and Surrender by Tenant

§ 4.02. Except as provided in § 4.01, Tenant will maintain the premises and keep them free from waste or nuisance throughout the lease term and any extensions of it. When the lease terminates, Tenant must deliver the premises in as good a state of repair and condition as they were in when Landlord delivered possession to Tenant, except for reasonable wear and tear and damage by fire, hurricane, tornado, or other casualty. If Tenant neglects to reasonably maintain the premises, Landlord may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Tenant is responsible under this section are payable by Tenant to Landlord as additional rental on the next rental installment date.

#### ARTICLE 5 TAXES ON TENANT'S PROPERTY

Landlord will pay all taxes levied or assessed against the Leased Premises.

#### ARTICLE 6 ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

##### Consent of Landlord

§ 6.01. Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent. Landlord may not unreasonably withhold consent for nonstructural alterations, additions, or improvements.

##### Property of Landlord

§ 6.02. All alterations, additions, or improvements made by Tenant will become Landlord's property when this lease terminates. But Tenant must promptly remove, if Landlord so elects, all alterations, additions, and improvements, and any other property placed in or on the premises by Tenant, and Tenant must repair any damage caused by the removal.

## ARTICLE 7 DAMAGE OR DESTRUCTION

### Notice to Landlord

§ 7.01. If the premises or any structures or improvements on them are damaged or destroyed by fire, hurricane, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a description of the damage and, as far as known to Tenant, the cause of the damage.

### Total Destruction

§ 7.02. If the premises are totally destroyed by fire, hurricane, tornado, or other casualty not the fault of Tenant or any person in or about the premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within N/A working days and at a cost not to exceed \$ N/A, this lease will terminate, and rent will be abated for the unexpired portion of this lease, effective as of the date of written notification as provided in § 7.01.

### Partial Destruction

§ 7.03. If the premises are damaged by fire, hurricane, tornado, or other casualty not the fault of Tenant or any person in or about the premises with Tenant's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within N/A working days and at a cost not to exceed \$ N/A, this lease will not terminate except as follows:

(a) If the premises are partially destroyed before the final    months of the lease term, Landlord must, at its sole cost and risk, proceed immediately to rebuild or repair the premises to substantially the condition they were in before the damage. If the damage renders the premises untenable in whole or in part, the rent payable during the period in which they are untenable will be adjusted equitably. If Landlord fails to complete the rebuilding or repairs within    working

days after the date of Tenant's written notification to Landlord of the occurrence of the damage, Tenant may terminate this lease by written notification to Landlord. Upon the notification, all rights and obligations under this lease will cease.

(b) If the premises are partially destroyed in the final ~~12~~<sup>N/A</sup> months of the lease term, Landlord need not rebuild or repair the premises. If Landlord elects not to rebuild or repair, and the damage rendered the premises untenable in whole or in part, Tenant may terminate the lease or continue it, with the rent for the remainder of the lease period adjusted equitably.

## ARTICLE 8 CONDEMNATION

### Total Condemnation

§ 8.01. If, during the lease term or any extension or renewal of the lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

### Partial Condemnation

§ 8.02. If less than all, but more than 50 percent, of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the lease by giving written notice to the other within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion.

If the premises are partially condemned and neither party elects to terminate the lease, or if less than 50 percent of the premises is condemned, this lease will not terminate, but the rent will be adjusted equitably during the unexpired portion of this lease.

## ARTICLE 9 INSPECTION BY LANDLORD

Landlord and its officers, agents, employees, and representatives may enter any part of the premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as

Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this lease), or to show the premises to prospective tenants, purchasers, or lenders. Tenant is not entitled to any abatement or reduction of rent by reason of the entry of Landlord or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

## ARTICLE 10 MECHANIC'S LIENS

Tenant will not permit any mechanic's lien or liens to be placed on the premises or on improvements on them. If a mechanic's lien is filed on the premises or on improvements on them, Tenant will promptly pay it. If default in payment of the lien continues for 20 days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or against improvements on the premises, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with interest at nine percent annually until repaid.

Landlord's interest in the premises is not subject to mechanics' liens for improvements made, or contracted for, by Tenant. Tenant must give written notification to all contractors making any improvements on the premises of this provision of the lease.

## ARTICLE 11 INDEMNITY

### Tenant's General Indemnity

§ 11.01. Tenant will indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from the conduct or management of Tenant's business on the premises or its use of the premises, or from any breach on Tenant's part of any conditions of this lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the premises. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

### Tenant's Environmental Indemnity

§ 11.02. (a) Tenant is responsible only for the payment of that portion of any cleanup costs for the premises necessary for compliance with

Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the premises during Tenant's occupancy of the premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participate in the cleanup to the extent of its responsibility for a release.

(b) Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this section. This section survives the expiration or earlier termination of this lease.

## ARTICLE 12 ASSIGNMENT AND SUBLEASE

### Assignment and Subletting by Tenant

§ 12.01. Tenant has the right, but only with Landlord's prior written consent, to assign this lease, and any interest in it, and to sublet the premises, or any part of them, or any right or privilege pertinent to the lease or the premises, if each assignee assumes in writing all of Tenant's obligations under this lease. Tenant remains liable for each obligation under this lease. Landlord may not arbitrarily or unreasonably withhold consent under this section.

### Assignment by Landlord

§ 12.02. Landlord may assign any or all of its interest under this lease.

## ARTICLE 13 DEFAULT

### Tenant's Default

§ 13.01. The following events are considered events of default by Tenant under this lease:

(a) Tenant fails to pay any installment of rent due under this lease, and the failure continues for 10 days.

(b) Tenant fails to comply with any term or covenant of this lease, other than the payment of rent, and does not cure the failure within 20 days after written notice of the failure to Tenant.

(c) Tenant makes an assignment for the benefit of creditors.

(d) Tenant deserts or vacates any substantial portion of the premises for five or more days.

#### Landlord's Remedies

§ 13.02. If any default specified in § 13.01 occurs, Landlord may pursue one or more of the following remedies:

(a) Without notice to Tenant, Landlord may terminate this lease, in which event Tenant must immediately surrender the premises to Landlord. Tenant will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to relet the premises on satisfactory terms or otherwise.

(b) Landlord may enter on and take possession of the premises; relet the premises on the terms Landlord considers advisable; and receive the rent for the reletting. Tenant will, on demand, pay Landlord any deficiency that may arise by reason of reletting.

(c) Landlord may enter the premises and do whatever Tenant is obligated to do under the terms of this lease to correct the default. Tenant will, on demand, reimburse Landlord for any expenses that Landlord incurs in effecting compliance with Tenant's obligations under this lease in this manner, and Tenant further releases Landlord from liability for any damages resulting to Tenant from such an action.

No reentry or taking possession of the premises by Landlord may be construed as an election on its part to terminate this lease, unless a written notice of the intention is given to Tenant. Notwithstanding any reletting or reentry or taking possession, Landlord may at any time thereafter terminate this lease for a previous default. The loss or damage that Landlord may suffer in terminating this lease, or the deficiency from any reletting as provided above, includes the expense of repossession.

#### Landlord's Lien

§ 13.03. (a) Landlord has, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due under this lease from Tenant and to secure payment of any damages or loss that Landlord may suffer by reason of Tenant's breaching any covenant, agreement, or condition contained in this lease. This security interest covers all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant that is now on the premises or placed on the premises at some later date, and all proceeds from them. This property may not be removed from the premises without Landlord's consent until all arrearages in rent and all other sums of money then due Landlord

under this lease have been paid and discharged, and all the covenants, agreements, and conditions of this lease have been fully complied with and performed by Tenant.

(b) If Tenant is in default, Landlord may, in addition to any other remedies provided in this lease or by law, after giving reasonable notice of the intent to take possession and giving an opportunity for a hearing on the issue, enter on the premises and take possession of any goods, wares, equipment, fixtures, furniture, and other personal property of Tenant situated on the premises, without liability for trespass or conversion. Landlord may sell the property at public or private sale, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. Landlord or its assigns may buy any items to be sold at the sale unless they are prohibited from doing so by law. Unless otherwise provided by law, and without excluding any other manner of giving Tenant reasonable notice, the reasonable-notice requirement is met if notice is given at least five days before the time of sale. The proceeds from any such disposition, less any expenses connected with taking possession, holding, and selling the property (including reasonable attorney's fees and other expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant will pay any deficiencies immediately.

(c) When Landlord requests, Tenant will execute and deliver to Landlord a financing statement in sufficient form to perfect Landlord's security interest in the property and proceeds under the Uniform Commercial Code. The statutory lien for rent is not waived as the contractual security interest granted in this article supplements the statutory lien.

#### Landlord's Default

§ 13.04. (a) If Landlord defaults in performing any term or covenant that Landlord must perform under this agreement, Tenant may do either of the following:

(i) After not fewer than five days' notice to Landlord, Tenant may remedy the default by any necessary action and, in connection with this remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended or obligations incurred by Tenant in connection with remedying Landlord's default. Tenant may, if not reimbursed, in addition to any other right or remedy that it may have, deduct these costs from rent subsequently due under this lease.

(ii) Tenant may terminate this lease by giving at least five days' notice to

Landlord of its intention. If Tenant chooses this option, the lease will terminate on the date designated in Tenant's notice, unless Landlord has cured the default before the five-day period expires.

(b) Landlord's default does not give Tenant the right to withhold payment of rent during the lease term.

#### Cumulative Remedies

§ 13.05. By pursuing any remedy provided in this lease, neither Landlord nor Tenant is precluded from pursuing any other remedy provided in this lease or provided by law. Either party's pursuing any remedy provided in this lease or by law is not a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this lease. Nor will Landlord's pursuing any remedies provided in this lease constitute a waiver or forfeiture of any rent due under this lease.

#### Waiver of Default

§ 13.06. Either party's waiving any default or violation or breach of any term or covenant of this lease does not waive any other violation or breach of any term or covenant of the lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this lease or by law upon a default waive the default. Landlord's accepting rent following default under this lease does not waive the default.

#### Surrender of Premises

§ 13.07 No act done by Landlord or its agents during the lease term may be considered an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises is valid unless in writing and subscribed by Landlord.

### ARTICLE 14 MISCELLANEOUS

#### Mortgages

§ 14.01. Tenant accepts this lease subject to any deeds of trust, security interests, or mortgages that might now or later constitute a lien on the Building or on improvements in it or on the premises. Tenant must, on demand, execute any instruments, releases, or other documents required by any lender to subject and subordinate this lease to the lien of any such deed of trust, security interest, or mortgage. With respect to any deed of trust, security interest, or mortgage constituting a lien on the Building or improvements in it or on the premises, Landlord may waive the application of this section so that this lease will not be subject and

subordinate to any such deed of trust, security interest, or mortgage.

#### Parties Bound

This agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and permitted and proper assignees.

#### Choice of Law

This agreement is to be construed under Florida law, and all obligations of the parties created by this agreement are performable in Flagler County, Florida.

#### Legal Construction

If any one or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

#### Prior Agreements Superseded

This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

#### Amendment

No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

#### Joint and Several Liability

If there is more than one Tenant, the obligations imposed on Tenants by this lease are joint and several. If there is a guarantor of Tenant's obligations under this lease, the obligations imposed on Tenant are the joint and several obligations of Tenant and the guarantor. Landlord need not first proceed against Tenant before proceeding against the guarantor, nor will any such guarantor be released from its guaranty for any reason whatsoever.

#### Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**Attorney's Fees and Costs**

If any action is brought to enforce this agreement, the prevailing party is entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be awarded.

**Force Majeure**

Neither Landlord nor Tenant is required to perform any term or covenant of this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome in whole or part.

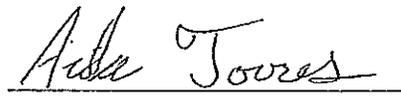
**Time of Essence**

Time is of the essence of this agreement.

The undersigned Landlord and Tenant execute this agreement on 12/2/12.

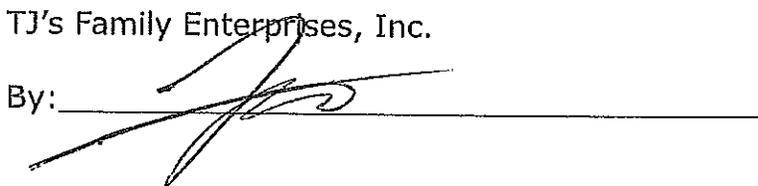
LANDLORD:

  
Angelo Torres

  
Aida Torres

TENANT:

TJ's Family Enterprises, Inc.

By: 



# City of Flagler Beach

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**To:** Don Deal, Chairperson, Planning and Architectural Review Board  
Planning and Architectural Review Board Members

**FROM:** Chad T. Lingenfelter, AICP, PTP, City Planner

**RE:** #SP 13-01-02 – Beachside Estates Assisted Living Facility and Off-Street Parking Lot Site Plan Review

**DATE:** December 28, 2012

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**Applicant:** Charles Burgan, 2067 Beech Boulevard, Bunnell, Florida 32110

**Property Owners:** Sally G. Pillitteri, P.O. Box 2141, Flagler Beach, Florida 32136  
LHP Scales, Inc., P.O. Box 1207, Flagler Beach, Florida 32136

**Properties:** 601 South Central Avenue – 12-12-31-4500-00130-0040  
12-12-31-4500-00130-0010 – Lots 1 and 2 south of 6<sup>th</sup> Street South

**Future Land Use:** Medium Density Residential

**Zoning District:** Medium Density Residential (Downtown Mixed Use Overlay)

## Summary

Pursuant to the *City of Flagler Beach Code of Ordinances, Appendix A, Land Development Regulations, Article II., Zoning*, the applicant is requesting approval of a site plan for an assisted living facility and an off-street parking lot.

## Analysis

Policy A.1.1.3.A.1. of the Future Land Use Element of the *Comprehensive Plan* states, "Group housing is permitted within any low or medium density residential land use area upon approval of application as specified by Land Development Regulations and Chapter 419, Sections (2) through (8) and (1), *Florida Statutes*." Community residential homes in accordance with Chapter 419, *Florida Statutes*, are a permitted use within the Medium Density Residential zoning district. The referenced Statute Sections are attached.

The applicant's application includes plans that indicate that the proposed building would be three (3) stories tall with 9,918 square feet living area and 12,304 square feet under roof. The building will consist of 21 efficiency apartments with livable enclosed floor space that exceed the 200 square foot minimum, per Section 2.05.08.2.

Pursuant to Section 2.06.06., Site Plan Review., "Before approving the site plan, the Planning and Architectural Review Board shall make findings with respect to the following:"

1. Traffic access – All proposed site traffic access ways are adequate, but not excessive in number, adequate in grade, width, alignment and visibility, and not located too near street corners, entrances to schools or places of public assembly and other similar considerations.

The parking spaces are arranged perpendicular to and along the adjacent street rights-of-way. Sidewalks are presently being built adjacent to the subject property within these rights-of-way. The parking spaces are proposed to be entirely within the boundary of the subject property and do not present a hindrance to pedestrians.

2. Circulation and parking – That the interior circulation system is adequate and that all required parking spaces are provided and are easily accessible.

Section 2.06.02.1., Off-Street Parking, does not include an off-street parking requirement for an assisted living facility. However, Section 2.06.02.1(5) states that “the Planning and Architectural Review Board shall interpret the minimum required number of off-street parking spaces for any use not listed in the schedule of off-street parking requirements.” Additionally, the *Downtown Design Guidelines* limit on-street parking to 40 percent of the required on-site parking. Furthermore, the applicant is proposing to improve two (2) 50 foot wide lots within 200 feet of the subject property, as allowed by Section 2.06.02.1(3). The Proposed Parking Plan shows 12 parking spaces. These additional spaces would bring the total number of parking spaces to 24. The existing access points between the proposed off-street parking lot and South Ocean Shore Boulevard are proposed to be used with no modification.

3. Disposal of usable open space – That in accordance with the spirit and intent of this ordinance, wherever possible, usable open space is disposed of in such a way as to insure the safety and welfare of residents or guests.

The plans indicate that 3,480 square feet of the 10,000 square foot lot will be pervious with an additional 364 square feet of patio and walkways located within an area protected on three (3) sides by the proposed building and an adjacent building.

4. Arrangement of buildings – That adequate provision has been made for light, air, access and privacy in the arrangement of the buildings to each other. Each dwelling unit shall have a minimum of one (1) exterior exposure. Laundry facilities, including washing machines and clothes dryers, shall be available for multifamily dwellings on the premises for use by all occupants of the premises, if hookups for such facilities are not provided in each unit.

The proposed building is setback within the subject building site and each dwelling unit has one (1) exterior exposure and washing machine and clothes dryer hookups. Therefore, the proposed building will not impede the light, air, access and privacy of the adjacent buildings or property.

5. Proper landscaping – That the proposed site is properly landscaped, the purpose of which is to further enhance the natural qualities of the land. As provided elsewhere in this section, proper screening and buffer zones may be required. The location and type of plants or materials shall be shown on the development plan. Furthermore, all landscaping shall comply with the criteria established in Section 5.04.00 Landscaping/Trees.

The building site is presently improved and the applicant states that the mature trees and native plant growth will not be removed, but the plans indicate three (3) Palm trees that will be removed. The applicant will have to comply with the

tree replacement, relocation, or make a payment in lieu of replacement as required by Section 2.06.09. The landscaping, perimeter screening, interior landscaping, and planter islands for the off-street parking lot appears to comply with Sections 2.06.02.1 (6) through (9).

6. Supplemental controls – In reviewing the proposed site plan for one (1) or more multi-family or motel structures, the Planning and Architectural Review Board shall be guided by the following:

- (a) Maximum length – The maximum length of any group of attached structures shall not exceed one hundred fifty (150) feet. A building group may not be so arranged as to be inaccessible by emergency vehicles.

The longest length of the proposed building is 80 feet.

- (b) Distance between buildings – The front or rear of any building shall be no closer than thirty (30) feet to the front or rear of any other building. The side of any building shall be no closer than ten (10) feet to the side, front or rear of any other building.

The proposed building is the only building proposed to be built on the building site.

- (c) Distance between buildings and driveways – No driveway or parking lot should be closer than ten (10) feet to the front of any building or less than five (5) feet to the side or rear of any building. In the case of an enclosed garage or carport provided as a portion to the main structure, distance requirements for driveways providing access to these accommodations shall not apply.

The proposed building has parking within carports along South Central Avenue. There is a parking space along 6<sup>th</sup> Street South that will have to be removed due to this requirement.

- (d) Recreation space – There shall be provided on the site of a multi-family development an area or other areas, either enclosed or unenclosed, devoted to the joint recreational use of the residents thereof. Such recreation space shall consist of not less than two hundred (200) square feet of space per dwelling unit. Each such recreation space shall be developed with passive and active recreation facilities. There shall be provided on the site of a hotel or motel development an area or areas devoted to the joint recreational use of the guests thereof.

This criterion requires 4,200 square feet of recreation space for the proposed assisted living facility. As mentioned above in the response to criterion 3, there is proposed to be 3,844 square feet of open space, patio, and walkway. Therefore, the proposed recreation space needs to be increased.

- (e) Off-street parking spaces – There shall be provided on the site of such development an area or areas devoted to the storage of automobiles. The number and their provision shall be provided for as required by Section 2.06.02.1.

This criterion is addressed in the response to criterion 2 mentioned above.

The applicant has provided exhibits that show the architectural treatment of the proposed building and states a “Key West style.” The proposed building is orientated in a manner that will bring uses of the building to be closer to the sidewalk, enhancing the pedestrian experience. Consistent with the Downtown Mixed Use section of the *Downtown Design Guidelines*, this building on a corner lot will “be orientated to the street corner and the pedestrian street,” and “maximize the street frontage of the building.” However, buildings on a corner lot are to “be situated on a diagonal axis to establish architectural character and building frontage ingress/egress” and “accommodate a line of vision for vehicular traffic from two streets.” Furthermore, the proposed building elevations are lacking the steeply (8:12) gable roofs, cornices, lintels, transoms, shutters/louvers, and plinths that are typically associated with the Caribbean “Key West” style. Roof materials should be metal, tile, or slate instead of the specified asphalt. The *Downtown Design Guidelines* depict balconies that hangover the setback with upper levels stepped back.

### Issues

1. The *Land Development Regulations* do not include an off-street parking requirement for assisted living facilities in Section 2.06.02.1. However, Section 2.06.02.1(5) states that “the Planning and Architectural Review Board shall interpret the minimum required number of off-street parking spaces for any use not listed in the schedule of off-street parking requirements.” Staff has researched off-street parking requirements and found the following standard for assisted living facilities in the *Institute of Transportation Engineers Parking Generation Rates, 4<sup>th</sup> Edition*, 0.54 parking space for each dwelling unit. The resultant number of off-street spaces required on the building site if this standard was applied would be eleven (11) before the 40 percent discount is applied.
2. The site plan submitted by the applicant for the proposed project was determined by staff to be sufficient for review and recommendation. Stormwater management calculations for the building site are required by the *Land Development Regulations* to be submitted for the increase of impervious area. Since the off-street parking lot shown on the Off Site Parking Plan does not indicate a surface type, stormwater management calculations may be required by the *Land Development Regulations* to be submitted.
3. The applicant has submitted an executed Commercial Lease for the two (2) lots south of 6<sup>th</sup> Street South, east of the building site. These 50 foot lots can accommodate 12 parking spaces with a two (2) way aisle and two (2) access points. The GC, General Commercial zoning district includes “automobile parking structures” as a permitted accessory use. Therefore, the property owner is presently allowed to build a multi-level parking facility as an accessory structure to any principal structure with a permitted use. Theoretically, this allows a 35 foot tall, 100 foot wide, and 100 foot long with four (4) levels of parking and would be consistent with the *Land Development Regulations*.
4. The proposed building footprint of 4,426 square feet exceeds the 30 percent allowable lot coverage of a 10,000 square foot lot in the MDR, Medium Density Residential zoning district.
5. The highest point of the wall signs may not exceed six (6) feet from the finished grade, per Section 7.07.01.C.

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**Recommendation**

Staff recommends that the Planning and Architectural Review Board recommend that the City Commission approve the site plan of the proposed building and off-street parking lot on the subject properties with the following conditions:

1. Since assisted living facilities are not listed in the schedule of off-street parking requirements, the minimum required number of off-street parking spaces should be 0.54 parking space for each dwelling unit, based upon the *Institute of Transportation Engineers Parking Generation Rates, 4<sup>th</sup> Edition*, resulting in eleven (11) parking spaces on the building site before the 40 percent discount is applied.
2. The parking space along 6<sup>th</sup> Street South that is within five (5) feet of the side of the building is removed;
3. The ratio of 200 square feet of recreation space for each of the dwelling units in the proposed assisted living facility is satisfied;
4. Stormwater management calculations for the building site and off-street parking lot, as required by the *Land Development Regulations*, are to be submitted for the increase of impervious area;
5. Move the balconies to hangover the setback, step back the upper levels, relocate the stair and elevator tower to the intersection of the two (2) streets, and rotate the stair and elevator tower 45 degrees so that the building can “be situated on a diagonal axis to establish architectural character and building frontage ingress/egress” and “accommodate a line of vision for vehicular traffic from two streets” as stated in the *Downtown Design Guidelines*;
6. Add 8:12 gable roofs of metal, tile, or slate, cornices, lintels, transoms, shutters/louvers, and plinths; and
7. The applicant designs a location for the dumpster enclosure with an approval from the Public Works Department.

**Enclosures:** Location Map, Application, Site Plans, Elevations, and Parking Plans



**Legend**

-  Subject Building Site
-  Subject Off-Street Parking Site
-  200 Foot Radius of 601 South Central Avenue
-  Incorporated Areas
-  Parcels



Sources: Flagler County Property Appraiser's Office, Florida Department of Transportation, and Microsoft Corporation  
 The data contained in this map is provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. The burden for determining accuracy, timeliness, completeness, merchantability, and fitness for, or the appropriateness for, the use rests solely with the requester. The City of Flagler Beach makes no warranties, expressed or implied, as to the appropriate use of the data contained in this map. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Charles M. Burgan III  
General Contractor  
CGC 1512729  
Bunnell, Fl. 32110  
(386) 206-3150  
[cburgandrafting@yahoo.com](mailto:cburgandrafting@yahoo.com)

12/1/12  
Dear Sirs,

Please find our application and documentation for our proposed project  
"BEACHSIDE ESTATES" for your review.

Beachside Estates ( BE) is to be a 21 unit condominium assisted living facility.  
BE is to be located at 601 S. Central Ave. Flagler Beach, on the property currently  
owned by Ms. Sally Pillitari.

Our plan is to have this building work in conjunction with the current CRA, and efforts put forth  
By Flagler Beach.

Attached-

I. In these 8 X10 documents you will find-

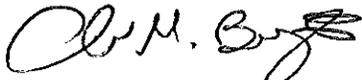
- a. Property owner authorization
- b. Site Plan review application
- c. Site plan review project description
- d. Condo Docs
- e. This cover letter
- f. Offsite parking lease documentation

II. Plans- Attached are plans. We are submitting 17 copies of everything.

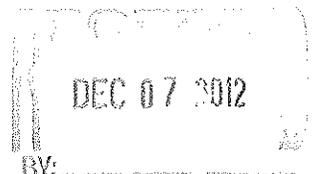
There are 15 copies that have been shrunk down and are not to scale. We have also submitted  
2 copies of scaled/ full size drawings. While reducing the size of the plans for print some  
writings have ended up upside down. Everything is clear and readable. We apologize for any  
difficulty. Please refer to scaled drawings as needed for clarification.

Plans have a Reference guide on page 1.

Thank you for your time, and evaluation,  
Respectfully Submitted,



Charles M. Burgan III  
Burgan Design & Building



PROPERTY OWNER AUTHORIZATION

FOR USE WHEN APPLICANT IS NOT THE OWNER OF SUBJECT PROPERTY:

Property Address: 601-605 S Central Ave  
Flagler Beach Fla.

Parcel ID: 1212314500001300040

This is to certify that I am the owner of the subject property described above and that I authorize: (PRINT NAME)

Sally G. Pillitteri to make and file the aforesaid application for site plan review.

OWNER'S SIGNATURE:

Sally Pillitteri

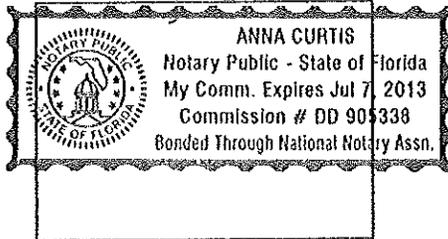
PRINT OWNER'S NAME:

Sally G. Pillitteri

Sworn to and subscribed before me this 28th day of NOV., 20 12. Personally known to me or produced identification:

ANNA CURTIS (type) Notary Public:

Anna Curtis My commission expires: JULY 7, 2013



Notary Seal

SPR#: \_\_\_\_\_ DATE FILED: \_\_\_\_\_ PARB Date: \_\_\_\_\_ CC: \_\_\_\_\_

### SITE PLAN REVIEW APPLICATION

PROJECT TITLE: Seaside Estates

PROJECT ADDRESS: 601 S. Central Ave, Flower Beach

SUBDIVISION: \_\_\_\_\_ BLOCK: \_\_\_\_\_ LOT(s): \_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_ ZONING DISTRICT: \_\_\_\_\_

#### OWNERS INFORMATION:

OWNERS NAME: Sally Pillitteri

ADDRESS: 601 S. Central Ave, Flower Beach

PHONE NUMBER: 439-6322 FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE OF OWNER: Sally Pillitteri

#### APPLICANTS INFORMATION:

APPLICANTS NAME (IF OTHER THAN OWNER): Charles Burgard

ADDRESS: 2067 Beach Blvd., Bunnell, Fl. 32110

PHONE NUMBER: 386-206-3150 FAX NUMBER: \_\_\_\_\_

E-MAIL: cburgarddrafting@yahoo.com

SIGNATURE OF APPLICANT: Ch. Burgard

#### REPRESENTATIVE:

NAME: Charles Burgard

ADDRESS: Seaside House

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: cburgarddrafting@yahoo.com

SIGNATURE OF REPRESENTATIVE: C. M. B.

# Site Plan Review

## Existing Conditions

A. Describe all previous uses or activities on the site:

Residential Living Spaces

Salvo's Sandwich Shop

B. Describe all existing structures on the site in terms of their use, construction type, height, density, and size:

1 story Stick Built Building with Garage  
Use - Seaside Shop, and residential housing

C. Describe the project site as it presently exists before the project in terms of:

• Site topography:

Flat / Grass

• Plant life (existing trees, vegetative cover):

Very little / none.  
Existing courtyard to stay  
Vegetation in courtyard to stay

• Soil conditions:

Sandy dirt / Typ Flgter Beach Soil

• Historic or cultural resources (if applicable):

n/a

H. Will project be accomplished in phases? If Yes, describe phasing plans and timeframe:

No - Start to finish 12-16 mos.

I. Describe the nature of any tree and native vegetation removal, if applicable:

See attached landscape plan  
No mature trees or native plant growth  
to be removed

J. If a Commercial use, describe the operational characteristics of the development (proposed hours of operation, any unique characteristics of the proposed use.

N/A

K. Provide other pertinent information regarding the proposed development:

This project will work in conjunction  
with Flagler Beach Community Redevelopment  
and increase tax base

This project will also employ Flagler county residents and suppliers. Money earned in Flagler County has a greater chance of being spent again at merchants and vendors in Flagler County, thus creating community growth.

# SITE PLAN REVIEW PROJECT DESCRIPTION

## PRINT OR TYPE INFORMATION

- A. Provide a detailed description of the proposed project:  
3-story new building, 1st floor Black frame  
2nd + 3rd floor Stucco finish - exterior  
Condominium Assisted Living facility 21  
units Proposed
- B. Provide the lot size (parcel) and square footage of all building(s):  
lot = 100' x 100' = 10,000 SF  
Building Foot Print = 4,426 SF  
Living Area = 9,918 SF  
Total Under Roof = 12,304 SF
- C. Provide the size, height and proposed use of each building:  
Use - Residential Assisted Living  
Height - Sidewalk 26' 8"  
Size - total living 9,918 SF  
Total Under Roof - 12,304 SF
- D. Provide a detailed description of the following:  
Exterior finish and color: Stucco - Key West Style, mixed pastels  
Roof material and color: Asphalt roof shingles / white
- E. Indicate the project floor area ratio or lot coverage (if applicable):  
Lot size - 10,000 SF  
Building Foot print = 4,426 SF  
PerVIOUS = 3,480 SF  
ImperVIOUS = 6,520 SF
- F. Provide the total number of:  
Required on-site parking spaces: Not defined in Statutes  
Proposed on-site parking spaces: 12  
Required on-site Handicapped parking spaces: Not defined in Statutes  
Proposed on-site Handicapped Parking spaces: 2  
off site = 3 ADA - 9 Reg Spaces total 12
- G. Any off-site parking spaces proposed? If yes, describe number, location, and distance from proposed project location:  
Yes - see attached lease / within 100' of  
building

D. Describe the land use and zoning of surrounding properties within 200 feet of project location:

North:

*See Surrounding Land Use Map*

South:

East:

West:

## COMMERCIAL LEASE

### LEASE AGREEMENT

This Lease is entered into between LHP Scales, Inc. ("Landlord"), a Florida corporation and Beachside Estates LLC, a Florida Limited Liability Company ("Tenant").

### RECITALS

1. Landlord is the owner of two vacant lots at 600 South Oceanshore Blvd., Flagler Beach, FL, 32136.
2. Tenant wishes to lease the northern most lot for parking from Landlord (hereinafter the "Leased Premises.")
3. Landlord wishes to lease the premises to Tenant in consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration.

### ARTICLE 1 TERM

#### Term of Lease

§ 1.01. The term of this lease is one year beginning on January 1, 2013 and ending on December 31, 2013 unless terminated sooner or extended as provided in this lease.

#### Option To Extend Term

§ 1.02. Tenant may extend this lease beyond the expiration date provided in § 1.01 on the following conditions:

(a) Tenant may, if it fully and faithfully complies with this lease, extend the lease term for additional one year terms for the amount of \$1,000.00. The extended term will begin on the day following the expiration date of the lease term specified in § 1.01, and for additional periods of the same length, each to begin on the day following the expiration date of the immediately preceding extended term. But if, on the date the original term or any extended term expires, Tenant is in default beyond any grace period provided in this lease in performing any of the terms of this lease, the remaining option or options are void. All the terms and covenants of the original lease term apply to all extended lease terms.

(b) Tenant may exercise each option to extend this lease by giving Landlord notice of its intention to do so not later than 30 days before the

No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

#### Joint and Several Liability

If there is more than one Tenant, the obligations imposed on Tenants by this lease are joint and several. If there is a guarantor of Tenant's obligations under this lease, the obligations imposed on Tenant are the joint and several obligations of Tenant and the guarantor. Landlord need not first proceed against Tenant before proceeding against the guarantor, nor will any such guarantor be released from its guaranty for any reason whatsoever.

#### Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

#### Attorney's Fees and Costs

If any action is brought to enforce this agreement, the prevailing party is entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be awarded.

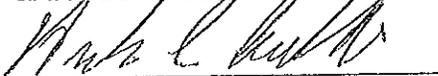
#### Force Majeure

Neither Landlord nor Tenant is required to perform any term or covenant of this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome in whole or part.

Time is of the essence in the performance of this agreement.

The undersigned Landlord and Tenant execute this agreement on 12/11/2012.

LANDLORD: LHP Scales Inc.



Angelo Cinelli

TENANT: Beachside Estates, LLC

By: 



45 **SECTION ONE.** The findings set forth in the recitals above are hereby adopted as leg-  
46 islative findings of the City Commission pertaining to this Ordinance.

47 **SECTION TWO.** Chapter 7, “Buildings and Building Regulations,” Article III, “House  
48 Numbering,” of the *City of Flagler Beach Code of Ordinances* is hereby amended as set  
49 forth below:

50 **ARTICLE III. HOUSE NUMBERING**

51 \*\*\*

52 **Sec. 7-62. - Display, size of numbers.**

53 (a) It shall be the duty of all owners of houses or buildings within the city to obtain  
54 from the building official the correct number ~~of for~~ their respective building or  
55 tenant space, the letter or number for the condominium unit or tenant space, and  
56 to cause such numbers and/or letters to be conspicuously displayed on the  
57 building or on the lot on which the building is located, and within fifty (50) feet of  
58 the building, so that same are visible from the street along which it abuts is  
59 addressed, or from the alley it abuts, if not accessible from a street. If a number is  
60 visible from a street that the building is not addressed along, then the owner shall  
61 also post the correct streetname with the number.

62 (b) ~~The number to be displayed shall not be less than three (3) inches in height. For~~  
63 ~~all newly constructed houses or buildings the number shall be displayed on the~~  
64 ~~building within thirty (30) days after completion of construction.~~

65 \*\*\*

66 **SECTION THREE.** Chapter 7, “Buildings and Building Regulations,” Article IV,  
67 “Procedure for Condemnation, Demolition and Removal of Unsafe Buildings and  
68 Structures,” of the *City of Flagler Beach Code of Ordinances* is hereby repealed as set  
69 forth below:

70 ~~**ARTICLE IV. PROCEDURE FOR CONDEMNATION, DEMOLITION AND**~~  
71 ~~**REMOVAL OF UNSAFE BUILDINGS AND STRUCTURES**~~

72 ~~**Sec. 7-75. - Authority of commission to declare structures unsafe.**~~

73 ~~If at any time a building or other structure located and situate on private property~~  
74 ~~within said city shall have become so dilapidated, deteriorated or otherwise unsafe or~~  
75 ~~unfit for human habitation or use, or otherwise injurious, or potentially injurious to~~  
76 ~~the public health, safety or welfare, the commission, after so finding, may adopt a~~  
77 ~~resolution declaring such building or other structure to be so dilapidated, deteriorated~~  
78 ~~or otherwise unsafe or unfit for human habitation or use, or otherwise unsafe or~~  
79 ~~injurious, or potentially injurious to the public health, safety or welfare, as the case~~  
80 ~~may be.~~

81 ~~**Sec. 7-76. - Unsafe structures deemed nuisances.**~~

82 ~~Any such building or other structure as set forth and described above shall be deemed~~  
83 ~~to be a public nuisance.~~

84 **Sec. 7-77. ~~Appearance of owner before commission.~~**

85 ~~The resolution adopted above shall specify a time, not less than twenty (20) days~~  
86 ~~thereafter, whereat the owner or owners of said property may appear before the~~  
87 ~~commission, in person or by counsel, and show cause, if any there be, why said~~  
88 ~~building or other structure should not be demolished and removed from said property.~~

89 **Sec. 7-78. ~~Time limitation on demolition and removal.~~**

90 ~~The resolution shall specify the time, not less than thirty (30) days nor more than~~  
91 ~~sixty (60) days after the day of said resolution within which the owner or owners shall~~  
92 ~~cause the building or other structure to be demolished and removed at the sole~~  
93 ~~expense of said owner or owners and without compensation by said city.~~

94 **Sec. 7-79. ~~Notification of owner(s).~~**

95 ~~The city clerk shall cause a copy of said resolution to be delivered to said owner or~~  
96 ~~owners, or any of them, either in person or by registered mail. If the owner or owners~~  
97 ~~cannot be located so that personal delivery of a copy of said resolution cannot be~~  
98 ~~served upon any of them, or if the post office address of said owners or owners, or~~  
99 ~~either of them, cannot, after reasonable inquiry, be determined, and the city clerk~~  
100 ~~shall so attest, then a copy of said resolution shall be posted in a conspicuous place~~  
101 ~~upon said building or structure and said resolution shall be published once a week for~~  
102 ~~two (2) consecutive weeks in a newspaper of general circulation within the city.~~

103 **Sec. 7-80. ~~Application of city to appropriate court to demolish; authority of city to~~**  
104 **~~remove.~~**

105 ~~If after delivery of such copy of said resolution, and after the expiration of the time~~  
106 ~~allowed therein, said owner or owners shall have failed or refused to demolish and~~  
107 ~~remove said building or other structure, the city shall have the power to apply to the~~  
108 ~~appropriate court having jurisdiction thereof for an appropriate order commanding~~  
109 ~~such owner or owners to demolish and remove said building or other structure, and~~  
110 ~~for such other, supplemental or incidental relief as may be appropriate. Upon then~~  
111 ~~entry of such order, should the owner or owners fail or refuse to demolish and remove~~  
112 ~~said building or structure, within the time specified therein, then in addition to such~~  
113 ~~other relief as may be provided by law, it shall be lawful for the commission to cause~~  
114 ~~the building or other structure to be demolished and removed and to pay therefor and~~  
115 ~~to charge, assess and collect the expenses thereof, including reasonable attorneys fees,~~  
116 ~~against the lot, parcel, or tract on which said building or other structure has been~~  
117 ~~demolished and removed, and against the owner or owners thereof.~~

118 **Sec. 7-81. ~~Recordation of liens.~~**

119 ~~Notice of said liens shall be recorded and enforced as provided by law.~~

120 **SECTION FOUR.** Article V, "Development Design and Improvement Standards," of  
121 the *City of Flagler Beach Land Development Regulations* is hereby amended as set forth  
122 below:

123 **ARTICLE V. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS**

124 \*\*\*

125 **Sec. 5.00.01. Codes Adopted.**

126 \*\*\*

127 (c) Codes adopted by reference. The following codes are hereby adopted by reference  
128 as though copied herein fully except as the various codes relate to provisions for a  
129 board of adjustments and appeals:

130 General Codes

131 Florida Building Code, the current edition adopted by the State as the  
132 Building Code, as it may be amended from time to time by the State.

133 National Electric Code®, ~~2008~~ the current edition adopted by the State, as  
134 it may be amended from time to time by the ~~State~~ National Fire Protection  
135 Association.

136 ~~Standard Housing Code, Southern Building Code Congress International,~~  
137 ~~1994 edition.~~

138 ~~Standard Housing Code, 1997 edition.~~

139 ~~Standard Amusement Device Code, 1997 edition.~~

140 ~~Standard Unsafe Building Abatement Code, 1998 edition.~~

141 ~~Standard for Insulation of Roof Covering, current edition.~~

142 ~~Standard for Hurricane Resistance Residential Construction, SSTC-99.~~

143 Florida Fire Protection Codes, the current edition adopted by the State, as  
144 may be amended from time to time by the State.

145 (d) Wind speed. A wind speed demarcation line designation is hereby adopted to  
146 include the entire city limits and established as one hundred ~~twenty-three~~ thirty-five  
147 ~~(120)~~ 135 miles per hour.

148 \*\*\*

149 **Sec. 5.00.05. Building Permits.**

150 (a) Prior to any construction, remodeling, erecting, or any other work to any building,  
151 accessory or incidental structure, a building permit must be obtained. The  
152 exception to permitting requirements are any activities that do not require  
153 inspections as determined by the city building official. No building permit shall  
154 be issued by the building official unless in conformity with the provisions of this  
155 LDR. If a permit is denied, reasons for the denial shall be stated.~~In addition to~~  
156 ~~those requirements presently existing under the laws of the city and the state for~~  
157 ~~submission of a building permit application to the building official of the city, all~~  
158 ~~applicants for buildings three (3) stories or more in height or twenty (20) feet or~~  
159 ~~more in wall height shall be required to submit to the building official plans for~~  
160 ~~such buildings for submission to the technical staff of the Southern Building Code~~  
161 ~~Congress International for review, recommendations and comments prior to~~  
162 ~~obtaining the building permit sought.~~

- 163 ~~(b) This section shall not apply to single family or two family residential units.~~  
164 ~~(c) A fee equal to the cost authorized by the Standard Building Code and the~~  
165 ~~Southern Building Code Congress International for checking of such plans is~~  
166 ~~required to be posted by each applicant in addition to all present fees required for~~  
167 ~~issuance of a building permit.~~

168 \*\*\*

169 **Sec. 5.00.09. Minimum Property Maintenance Standards.**

170 The International Property Maintenance Code, 2012 Edition, as published by the  
171 International Code Council, Inc. is hereby incorporated as the Minimum Property  
172 Maintenance Standards of the City subject to and including by reference such additions  
173 and amendments that may be adopted by the City by Ordinance.

174 Section 5.00.09.1. Scope, Administration and Enforcement

175 (a) General.

176 (1) Title. These regulations shall be known as the International Property  
177 Maintenance Code of the City of Flagler Beach, hereinafter referred to  
178 as "this code."

179 (2) Scope. The provisions of this code shall apply to all existing  
180 residential and nonresidential structures and all existing premises and  
181 constitute minimum requirements and standards for premises,  
182 structures, equipment and facilities for light, ventilation, space,  
183 heating, sanitation, protection from the elements, life safety, safety  
184 from fire and other hazards, and for safe and sanitary maintenance; the  
185 responsibility of owners, operators and occupants; the occupancy of  
186 existing structures and premises, and for administration, enforcement  
187 and penalties.

188 (3) Intent. This code shall be construed to secure its expressed intent,  
189 which is to ensure public health, safety and welfare insofar as they are  
190 affected by the continued occupancy and maintenance of structures  
191 and premises. Existing structures and premises that do not comply  
192 with these provisions shall be altered or repaired to provide a  
193 minimum level of health and safety as required herein.

194 (4) Severability. If a section, subsection, sentence, clause or phrase of this  
195 code is, for any reason, held to be unconstitutional, such decision shall  
196 not affect the validity of the remaining portions of this code.

197 (b) Applicability.

198 (1) General. Where there is a conflict between a general requirement and  
199 a specific requirement, the specific requirement shall govern. Where  
200 differences occur between provisions of this code and the referenced  
201 standards, the provisions of this code shall apply. Where, in a specific  
202 case, different sections of this code specify different requirements, the  
203 most restrictive shall govern.

- 204                   (2) Maintenance. Equipment, systems, devices and safeguards required  
205                   by this code or a previous regulation or code under which the structure  
206                   or premises was constructed, altered or repaired shall be maintained in  
207                   good working order. No owner, operator or occupant shall cause any  
208                   service, facility, equipment or utility which is required under this  
209                   section to be removed from or shut off from or discontinued for any  
210                   occupied dwelling, except for such temporary interruption as  
211                   necessary while repairs or alterations are in progress. The requirements  
212                   of this code are not intended to provide the basis for removal or  
213                   abrogation of fire protection and safety systems and devices in existing  
214                   structures. Except as otherwise specified herein, the owner or the  
215                   owner's designated agent shall be responsible for the maintenance of  
216                   buildings, structures and premises.
- 217                   (3) Application of other codes. Repairs, additions or alterations to a  
218                   structure, or changes of occupancy, shall be done in accordance with  
219                   the procedures and provisions of the *Florida Building Code,*  
220                   *International Energy Conservation Code, Florida Fire Protection*  
221                   *Code, Florida Fuel Gas Code, Florida Mechanical Code, Florida*  
222                   *Residential Code, Florida Plumbing Code,* and NFPA 70. Nothing in  
223                   this code shall be construed to cancel, modify or set aside any  
224                   provision of the *Land Development Regulations.*
- 225                   (4) Existing remedies. The provisions in this code shall not be construed  
226                   to abolish or impair existing remedies of the jurisdiction or its officers  
227                   or agencies relating to the removal or demolition of any structure  
228                   which is dangerous, unsafe and insanitary.
- 229                   (5) Workmanship. Repairs, maintenance work, alterations or installations  
230                   which are caused directly or indirectly by the enforcement of this code  
231                   shall be executed and installed in a workmanlike manner and installed  
232                   in accordance with the manufacturer's instructions.
- 233                   (6) Historic buildings. The provisions of this code shall not be mandatory  
234                   for existing buildings or structures designated as historic buildings  
235                   when such buildings or structures are judged by the code official to be  
236                   safe and in the public interest of health, safety and welfare.
- 237                   (7) Referenced codes and standards. The codes and standards referenced  
238                   in this code shall be considered part of the requirements of this code to  
239                   the prescribed extent of each such reference and as further regulated in  
240                   Sections 500.09.1(b)(7)a and 500.09.1(b)(7)b.
- 241                   Exception: Where enforcement of a code provision would violate the  
242                   conditions of the listing of the equipment or appliance, the conditions  
243                   of the listing shall apply.
- 244                   a. Conflicts. Where conflicts occur between provisions of this code  
245                   and the referenced standards, the provisions of this code shall  
246                   apply.

- 247                    b. Provisions in referenced codes and standards. Where the extent of  
248                    the reference to a referenced code or standard includes subject  
249                    matter that is within the scope of this code, the provisions of this  
250                    code, as applicable, shall take precedence over the provisions in  
251                    the referenced code or standard.
- 252                    (8) Requirements not covered by code. Requirements necessary for the  
253                    strength, stability or proper operation of an existing fixture, structure  
254                    or equipment, or for the public safety, health and general welfare, not  
255                    specifically covered by this code, shall be determined by the code  
256                    official.
- 257                    (9) Application of references. References to section or subsection  
258                    numbers, or to provisions not specifically identified by number, shall  
259                    be construed to refer to such section, subsection or provision of this  
260                    code.
- 261                    (10) Other laws. The provisions of this code shall not be deemed to nullify  
262                    any provisions of local, state or federal law.
- 263                    (c) Duties and Powers of the Code Official.
- 264                    (1) General. The official in charge shall be known as the code official.
- 265                    (2) Appointment. The code official shall be appointed by the City  
266                    Manager.
- 267                    (3) Deputies. In accordance with the prescribed procedures of this  
268                    jurisdiction and with the concurrence of the appointing authority, the  
269                    code official shall have the authority to appoint a deputy(s). Such  
270                    employees shall have powers as delegated by the code official.
- 271                    (4) Liability. The code official, member of the board of appeals or  
272                    employee charged with the enforcement of this code, while acting for  
273                    the jurisdiction, in good faith and without malice in the discharge of  
274                    the duties required by this code or other pertinent law or ordinance,  
275                    shall not thereby be rendered liable personally, and is hereby relieved  
276                    from all personal liability for any damage accruing to persons or  
277                    property as a result of an act or by reason of an act or omission in the  
278                    discharge of official duties. Any suit instituted against any officer or  
279                    employee because of an act performed by that officer or employee in  
280                    the lawful discharge of duties and under the provisions of this code  
281                    shall be defended by the legal representative of the jurisdiction until  
282                    the final termination of the proceedings. The code official or any  
283                    subordinate shall not be liable for costs in an action, suit or proceeding  
284                    that is instituted in pursuance of the provisions of this code.
- 285                    (5) General. The code official is hereby authorized and directed to  
286                    enforce the provisions of this code. The code official shall have the  
287                    authority to render interpretations of this code and to adopt policies  
288                    and procedures in order to clarify the application of its provisions.  
289                    Such interpretations, policies and procedures shall be in compliance

290 with the intent and purpose of this code. Such policies and procedures  
291 shall not have the effect of waiving requirements specifically provided  
292 for in this code.

293 (6) Inspections. The code official shall make all of the required  
294 inspections, or shall accept reports of inspection by approved agencies  
295 or individuals. All reports of such inspections shall be in writing and  
296 be certified by a responsible officer of such approved agency or by the  
297 responsible individual. The code official is authorized to engage such  
298 expert opinion as deemed necessary to report upon unusual technical  
299 issues that arise, subject to the approval of the appointing authority.

300 (7) Right of entry. Where it is necessary to make an inspection to enforce  
301 the provisions of this code, or whenever the code official has  
302 reasonable cause to believe that there exists in a structure or upon a  
303 premises a condition in violation of this code, the code official is  
304 authorized to enter the structure or premises at reasonable times to  
305 inspect or perform the duties imposed by this code, provided that if  
306 such structure or premises is occupied the code official shall present  
307 credentials to the occupant and request entry. If such structure or  
308 premises is unoccupied, the code official shall first make a reasonable  
309 effort to locate the owner or other person having charge or control of  
310 the structure or premises and request entry. If entry is refused, the code  
311 official shall have recourse to the remedies provided by law to secure  
312 entry.

313 (8) Identification. The code official shall carry proper identification when  
314 inspecting structures or premises in the performance of duties under  
315 this code.

316 (9) Notices and orders. The code official shall issue all necessary notices  
317 or orders to ensure compliance with this code.

318 (10) Department records. The code official shall keep official records of all  
319 business and activities of the department specified in the provisions of  
320 this code. Such records shall be retained in the official records for the  
321 period required for retention of public records.

322 (d) Approval.

323 (1) Modifications. Whenever there are practical difficulties involved in  
324 carrying out the provisions of this code, the code official shall have the  
325 authority to grant modifications for individual cases upon application  
326 of the owner or owner's representative, provided the code official shall  
327 first find that special individual reason makes the strict letter of this  
328 code impractical and the modification is in compliance with the intent  
329 and purpose of this code and that such modification does not lessen  
330 health, life and fire safety requirements. The details of action granting  
331 modifications shall be recorded and entered in the department files.

332 (2) Alternative materials, methods and equipment. The provisions of this

333 code are not intended to prevent the installation of any material or to  
334 prohibit any method of construction not specifically prescribed by this  
335 code, provided that any such alternative has been approved. An  
336 alternative material or method of construction shall be approved where  
337 the code official finds that the proposed design is satisfactory and  
338 complies with the intent of the provisions of this code, and that the  
339 material, method or work offered is, for the purpose intended, at least  
340 the equivalent of that prescribed in this code in quality, strength,  
341 effectiveness, fire resistance, durability and safety.

342 (3) Required testing. Whenever there is insufficient evidence of  
343 compliance with the provisions of this code, or evidence that a  
344 material or method does not conform to the requirements of this code,  
345 or in order to substantiate claims for alternative materials or methods,  
346 the code official shall have the authority to require tests to be made as  
347 evidence of compliance at no expense to the jurisdiction.

348 (4) Test methods. Test methods shall be as specified in this code or by  
349 other recognized test standards. In the absence of recognized and  
350 accepted test methods, the code official shall be permitted to approve  
351 appropriate testing procedures performed by an approved agency.

352 (5) Test reports. Reports of tests shall be retained by the code official for  
353 the period required for retention of public records.

354 (6) Used material and equipment. The use of used materials which meet  
355 the requirements of this code for new materials is permitted. Materials,  
356 equipment and devices shall not be reused unless such elements are in  
357 good repair or have been reconditioned and tested when necessary,  
358 placed in good and proper working condition and approved by the  
359 code official.

360 (7) Approved materials and equipment. Materials, equipment and devices  
361 approved by the code official shall be constructed and installed in  
362 accordance with such approval.

363 (8) Research reports. Supporting data, where necessary to assist in the  
364 approval of materials or assemblies not specifically provided for in this  
365 code, shall consist of valid research reports from approved sources.

366 (e) Violations.

367 (1) Unlawful acts. It shall be unlawful for a person, firm or corporation to  
368 be in conflict with or in violation of any of the provisions of this code.

369 (2) Notice of violation. The code official shall serve a notice of violation  
370 or order in accordance with Section 500.09.1(f).

371 (3) Prosecution of violation. Any person failing to comply with a notice  
372 of violation or order served in accordance with Section 500.09.1(f)  
373 shall be deemed guilty of a misdemeanor or civil infraction as  
374 determined by the local municipality, and the violation shall be

375 deemed a strict liability offense. If the notice of violation is not  
376 complied with, the code official shall institute the appropriate  
377 proceeding at law or in equity to restrain, correct or abate such  
378 violation, or to require the removal or termination of the unlawful  
379 occupancy of the structure in violation of the provisions of this code or  
380 of the order or direction made pursuant thereto. Any action taken by  
381 the authority having jurisdiction on such premises shall be charged  
382 against the real estate upon which the structure is located and shall be  
383 a lien upon such real estate.

384 (4) Violation penalties. Any person who shall violate a provision of this  
385 code, or fail to comply therewith, or with any of the requirements  
386 thereof, shall be prosecuted within the limits provided by state or local  
387 laws. Each day that a violation continues after due notice has been  
388 served shall be deemed a separate offense.

389 (5) Abatement of violation. The imposition of the penalties herein  
390 prescribed shall not preclude the legal officer of the jurisdiction from  
391 instituting appropriate action to restrain, correct or abate a violation, or  
392 to prevent illegal occupancy of a building, structure or premises, or to  
393 stop an illegal act, conduct, business or utilization of the building,  
394 structure or premises.

395 (f) Notices and Orders.

396 (1) Notice to person responsible. Whenever the code official determines  
397 that there has been a violation of this code or has grounds to believe  
398 that a violation has occurred, notice shall be given in the manner  
399 prescribed in Sections 500.09.1(f)(2) and 500.09.1(f)(3) to the person  
400 responsible for the violation as specified in this code. Notices for  
401 condemnation procedures shall also comply with Section  
402 500.09.1(g)(3).

403 (2) Form. Such notice prescribed in Section 500.09.1(f) shall be in  
404 accordance with all of the following:

405 a. Be in writing.

406 b. Include a description of the real estate sufficient for identification.

407 c. Include a statement of the violation or violations and why the  
408 notice is being issued.

409 d. Include a correction order allowing a reasonable time to make the  
410 repairs and improvements required to bring the dwelling unit or  
411 structure into compliance with the provisions of this code.

412 e. Inform the property owner of the right to appeal.

413 f. Include a statement of the right to file a lien in accordance with  
414 Section 500.09.1(e)(3).

415 (3) Method of service. Such notice shall be deemed to be properly served

- 416 if a copy thereof is:
- 417 a. Delivered personally;
- 418 b. Sent by certified mail addressed to the last known address; or
- 419 c. If the notice is returned showing that the letter was not delivered, a
- 420 copy thereof shall be posted in a conspicuous place in or about the
- 421 structure affected by such notice.
- 422 (4) Unauthorized tampering. Signs, tags or seals posted or affixed by the
- 423 code official shall not be mutilated, destroyed or tampered with, or
- 424 removed without authorization from the code official.
- 425 (5) Penalties. Penalties for noncompliance with orders and notices shall
- 426 be as set forth in Section 500.09.1(e)(4).
- 427 (6) Transfer of ownership. It shall be unlawful for the owner of any
- 428 dwelling unit or structure who has received a compliance order or
- 429 upon whom a notice of violation has been served to sell, transfer,
- 430 mortgage, lease or otherwise dispose of such dwelling unit or structure
- 431 to another until the provisions of the compliance order or notice of
- 432 violation have been complied with, or until such owner shall first
- 433 furnish the grantee, transferee, mortgagee or lessee a true copy of any
- 434 compliance order or notice of violation issued by the code official and
- 435 shall furnish to the code official a signed and notarized statement from
- 436 the grantee, transferee, mortgagee or lessee, acknowledging the receipt
- 437 of such compliance order or notice of violation and fully accepting the
- 438 responsibility without condition for making the corrections or repairs
- 439 required by such compliance order or notice of violation.
- 440 (g) Unsafe Structures and Equipment.
- 441 (1) General. When a structure or equipment is found by the code official
- 442 to be unsafe, or when a structure is found unfit for human occupancy,
- 443 or is found unlawful, such structure shall be condemned pursuant to
- 444 the provisions of this code.
- 445 a. Unsafe structures. An unsafe structure is one that is found to be
- 446 dangerous to the life, health, property or safety of the public or the
- 447 occupants of the structure by not providing minimum safeguards to
- 448 protect or warn occupants in the event of fire, or because such
- 449 structure contains unsafe equipment or is so damaged, decayed,
- 450 dilapidated, structurally unsafe or of such faulty construction or
- 451 unstable foundation, that partial or complete collapse is possible.
- 452 b. Unsafe equipment. Unsafe equipment includes any boiler, heating
- 453 equipment, elevator, moving stairway, electrical wiring or device,
- 454 flammable liquid containers or other equipment on the premises or
- 455 within the structure which is in such disrepair or condition that
- 456 such equipment is a hazard to life, health, property or safety of the
- 457 public or occupants of the premises or structure.

- 458                   c. Structure unfit for human occupancy. A structure is unfit for  
459                   human occupancy whenever the code official finds that such  
460                   structure is unsafe, unlawful or, because of the degree to which the  
461                   structure is in disrepair or lacks maintenance, is insanitary, vermin  
462                   or rat infested, contains filth and contamination, or lacks  
463                   ventilation, illumination, sanitary or heating facilities or other  
464                   essential equipment required by this code, or because the location  
465                   of the structure constitutes a hazard to the occupants of the  
466                   structure or to the public.
- 467                   d. Unlawful structure. An unlawful structure is one found in whole  
468                   or in part to be occupied by more persons than permitted under this  
469                   code, or was erected, altered or occupied contrary to law.
- 470                   e. Dangerous structure or premises. For the purpose of this code, any  
471                   structure or premises that has any or all of the conditions or defects  
472                   described below shall be considered dangerous:
- 473                   1. Any door, aisle, passageway, stairway, exit or other means of  
474                   egress that does not conform to the approved building or fire  
475                   code of the jurisdiction as related to the requirements for  
476                   existing buildings.
- 477                   2. The walking surface of any aisle, passageway, stairway, exit or  
478                   other means of egress is so warped, worn loose, torn or  
479                   otherwise unsafe as to not provide safe and adequate means of  
480                   egress.
- 481                   3. Any portion of a building, structure or appurtenance that has  
482                   been damaged by fire, earthquake, wind, flood, deterioration,  
483                   neglect, abandonment, vandalism or by any other cause to such  
484                   an extent that it is likely to partially or completely collapse, or  
485                   to become detached or dislodged.
- 486                   4. Any portion of a building, or any member, appurtenance or  
487                   ornamentation on the exterior thereof that is not of sufficient  
488                   strength or stability, or is not so anchored, attached or fastened  
489                   in place so as to be capable of resisting natural or artificial  
490                   loads of one and one-half the original designed value.
- 491                   5. The building or structure, or part of the building or structure,  
492                   because of dilapidation, deterioration, decay, faulty  
493                   construction, the removal or movement of some portion of the  
494                   ground necessary for the support, or for any other reason, is  
495                   likely to partially or completely collapse, or some portion of  
496                   the foundation or underpinning of the building or structure is  
497                   likely to fail or give way.
- 498                   6. The building or structure, or any portion thereof, is clearly  
499                   unsafe for its use and occupancy.
- 500                   7. The building or structure is neglected, damaged, dilapidated,

501 unsecured or abandoned so as to become an attractive nuisance  
502 to children who might play in the building or structure to their  
503 danger, becomes a harbor for vagrants, criminals or immoral  
504 persons, or enables persons to resort to the building or structure  
505 for committing a nuisance or an unlawful act.

506 8. Any building or structure has been constructed, exists or is  
507 maintained in violation of any specific requirement or  
508 prohibition applicable to such building or structure provided by  
509 the approved building or fire code of the jurisdiction, or of any  
510 law or ordinance to such an extent as to present either a  
511 substantial risk of fire, building collapse or any other threat to  
512 life and safety.

513 9. A building or structure, used or intended to be used for  
514 dwelling purposes, because of inadequate maintenance,  
515 dilapidation, decay, damage, faulty construction or  
516 arrangement, inadequate light, ventilation, mechanical or  
517 plumbing system, or otherwise, is determined by the code  
518 official to be unsanitary, unfit for human habitation or in such a  
519 condition that is likely to cause sickness or disease.

520 10. Any building or structure, because of a lack of sufficient or  
521 proper fire-resistance-rated construction, fire protection  
522 systems, electrical system, fuel connections, mechanical  
523 system, plumbing system or other cause, is determined by the  
524 code official to be a threat to life or health.

525 11. Any portion of a building remains on a site after the demolition  
526 or destruction of the building or structure or whenever any  
527 building or structure is abandoned so as to constitute such  
528 building or portion thereof as an attractive nuisance or hazard  
529 to the public.

530 (2) Closing of vacant structures. If the structure is vacant and unfit for  
531 human habitation and occupancy, and is not in danger of structural  
532 collapse, the code official is authorized to post a placard of  
533 condemnation on the premises and order the structure closed up so as  
534 not to be an attractive nuisance. Upon failure of the owner to close up  
535 the premises within the time specified in the order, the code official  
536 shall cause the premises to be closed and secured through any  
537 available public agency or by contract or arrangement by private  
538 persons and the cost thereof shall be charged against the real estate  
539 upon which the structure is located and shall be a lien upon such real  
540 estate and may be collected by any other legal resource.

541 a. Authority to disconnect service utilities. The code official shall  
542 have the authority to authorize disconnection of utility service to  
543 the building, structure or system regulated by this code and the  
544 referenced codes and standards set forth in Section 500.09.1(b)(7)

545 in case of emergency where necessary to eliminate an immediate  
546 hazard to life or property or when such utility connection has been  
547 made without approval. The code official shall notify the serving  
548 utility and, whenever possible, the owner and occupant of the  
549 building, structure or service system of the decision to disconnect  
550 prior to taking such action. If not notified prior to disconnection  
551 the owner or occupant of the building structure or service system  
552 shall be notified in writing as soon as practical thereafter.

553 (3) Notice. Whenever the code official has condemned a structure or  
554 equipment under the provisions of this section, notice shall be posted  
555 in a conspicuous place in or about the structure affected by such notice  
556 and served on the owner or the person or persons responsible for the  
557 structure or equipment in accordance with Section 500.09.1(f)(3). If  
558 the notice pertains to equipment, it shall also be placed on the  
559 condemned equipment. The notice shall be in the form prescribed in  
560 Section 500.09.1(f)(2).

561 (4) Placarding. Upon failure of the owner or person responsible to comply  
562 with the notice provisions within the time given, the code official shall  
563 post on the premises or on defective equipment a placard bearing the  
564 word "Condemned" and a statement of the penalties provided for  
565 occupying the premises, operating the equipment or removing the  
566 placard.

567 a. Placard removal. The code official shall remove the condemnation  
568 placard whenever the defect or defects upon which the  
569 condemnation and placarding action were based have been  
570 eliminated. Any person who defaces or removes a condemnation  
571 placard without the approval of the code official shall be subject to  
572 the penalties provided by this code.

573 (5) Prohibited occupancy. Any occupied structure condemned and  
574 placarded by the code official shall be vacated as ordered by the code  
575 official. Any person who shall occupy a placarded premises or shall  
576 operate placarded equipment, and any owner or any person responsible  
577 for the premises who shall let anyone occupy a placarded premises or  
578 operate placarded equipment shall be liable for the penalties provided  
579 by this code.

580 (6) Abatement methods. The owner, operator or occupant of a building,  
581 premises or equipment deemed unsafe by the code official shall abate  
582 or cause to be abated or corrected such unsafe conditions either by  
583 repair, rehabilitation, demolition or other approved corrective action.

584 (7) Record. The code official shall cause a report to be filed on an unsafe  
585 condition. The report shall state the occupancy of the structure and the  
586 nature of the unsafe condition.

587 (h) Emergency Measures.

- 588 (1) Imminent danger. When, in the opinion of the code official, there is  
589 imminent danger of failure or collapse of a building or structure which  
590 endangers life, or when any structure or part of a structure has fallen  
591 and life is endangered by the occupation of the structure, or when there  
592 is actual or potential danger to the building occupants or those in the  
593 proximity of any structure because of explosives, explosive fumes or  
594 vapors or the presence of toxic fumes, gases or materials, or operation  
595 of defective or dangerous equipment, the code official is hereby  
596 authorized and empowered to order and require the occupants to  
597 vacate the premises forthwith. The code official shall cause to be  
598 posted at each entrance to such structure a notice reading as follows:  
599 "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by  
600 the Code Official." It shall be unlawful for any person to enter such  
601 structure except for the purpose of securing the structure, making the  
602 required repairs, removing the hazardous condition or of demolishing  
603 the same.
- 604 (2) Temporary safeguards. Notwithstanding other provisions of this code,  
605 whenever, in the opinion of the code official, there is imminent danger  
606 due to an unsafe condition, the code official shall order the necessary  
607 work to be done, including the boarding up of openings, to render such  
608 structure temporarily safe whether or not the legal procedure herein  
609 described has been instituted; and shall cause such other action to be  
610 taken as the code official deems necessary to meet such emergency.
- 611 (3) Closing streets. When necessary for public safety, the code official  
612 shall temporarily close structures and close, or order the authority  
613 having jurisdiction to close, sidewalks, streets, public ways and places  
614 adjacent to unsafe structures, and prohibit the same from being  
615 utilized.
- 616 (4) Emergency repairs. For the purposes of this section, the code official  
617 shall employ the necessary labor and materials to perform the required  
618 work as expeditiously as possible.
- 619 (5) Costs of emergency repairs. Costs incurred in the performance of  
620 emergency work shall be paid by the jurisdiction. The legal counsel of  
621 the jurisdiction shall institute appropriate action against the owner of  
622 the premises where the unsafe structure is or was located for the  
623 recovery of such costs.
- 624 (6) Hearing. Any person ordered to take emergency measures shall  
625 comply with such order forthwith. Any affected person shall  
626 thereafter, upon petition directed to the appeals board, be afforded a  
627 hearing as described in this code.
- 628 (i) Demolition.
- 629 (1) General. The code official shall order the owner of any premises upon  
630 which is located any structure, which in the code official judgment

631 after review is so deteriorated or dilapidated or has become so out of  
632 repair as to be dangerous, unsafe, insanitary or otherwise unfit for  
633 human habitation or occupancy, and such that it is unreasonable to  
634 repair the structure, to demolish and remove such structure; or if such  
635 structure is capable of being made safe by repairs, to repair and make  
636 safe and sanitary, or to board up and hold for future repair or to  
637 demolish and remove at the owner's option; or where there has been a  
638 cessation of normal construction of any structure for a period of more  
639 than two years, the code official shall order the owner to demolish and  
640 remove such structure, or board up until future repair. Boarding the  
641 building up for future repair shall not extend beyond one year, unless  
642 approved by the building official.

643 (2) Notices and orders. All notices and orders shall comply with Section  
644 500.09.1(f).

645 (3) Failure to comply. If the owner of a premises fails to comply with a  
646 demolition order within the time prescribed, the code official shall  
647 cause the structure to be demolished and removed, either through an  
648 available public agency or by contract or arrangement with private  
649 persons, and the cost of such demolition and removal shall be charged  
650 against the real estate upon which the structure is located and shall be  
651 a lien upon such real estate.

652 (4) Salvage materials. When any structure has been ordered demolished  
653 and removed, the governing body or other designated officer under  
654 said contract or arrangement aforesaid shall have the right to sell the  
655 salvage and valuable materials at the highest price obtainable. The net  
656 proceeds of such sale, after deducting the expenses of such demolition  
657 and removal, shall be promptly remitted with a report of such sale or  
658 transaction, including the items of expense and the amounts deducted,  
659 for the person who is entitled thereto, subject to any order of a court. If  
660 such a surplus does not remain to be turned over, the report shall so  
661 state.

662 (j) Means of Appeal.

663 (1) Application for appeal. Any person directly affected by a decision of  
664 the code official or a notice or order issued under this code shall have  
665 the right to appeal to the Code Enforcement Board / Special  
666 Magistrate, provided that a written application for appeal is filed  
667 within 20 days after the day the decision, notice or order was served.  
668 An application for appeal shall be based on a claim that the true intent  
669 of this code or the rules legally adopted thereunder have been  
670 incorrectly interpreted, the provisions of this code do not fully apply,  
671 or the requirements of this code are adequately satisfied by other  
672 means.

673 (2) Court review. Any person, whether or not a previous party of the  
674 appeal, shall have the right to apply to the appropriate court for a writ

675 of certiorari to correct errors of law. Application for review shall be  
676 made in the manner and time required by law following the filing of  
677 the decision.

678 (3) Stays of enforcement. Appeals of notice and orders (other than  
679 Imminent Danger notices) shall stay the enforcement of the notice and  
680 order until the appeal is heard by the appeals board.

681 (k) Stop Work Order.

682 (1) Authority. Whenever the code official finds any work regulated by  
683 this code being performed in a manner contrary to the provisions of  
684 this code or in a dangerous or unsafe manner, the code official is  
685 authorized to issue a stop work order.

686 (2) Issuance. A stop work order shall be in writing and shall be given to  
687 the owner of the property, to the owner's agent, or to the person doing  
688 the work. Upon issuance of a stop work order, the cited work shall  
689 immediately cease. The stop work order shall state the reason for the  
690 order and the conditions under which the cited work is authorized to  
691 resume.

692 (3) Emergencies. Where an emergency exists, the code official shall not  
693 be required to give a written notice prior to stopping the work.

694 (4) Failure to comply. Any person who shall continue any work after  
695 having been served with a stop work order, except such work as that  
696 person is directed to perform to remove a violation or unsafe  
697 condition, shall be liable to a fine.

698 Section 5.00.09.2. Definitions

699 (a) General.

700 (1) Scope. Unless otherwise expressly stated, the following terms shall,  
701 for the purposes of this code, have the meanings shown in this chapter.

702 (2) Interchangeability. Words stated in the present tense include the  
703 future; words stated in the masculine gender include the feminine and  
704 neuter; the singular number includes the plural and the plural, the  
705 singular.

706 (3) Terms defined in other codes. Where terms are not defined in this  
707 code and are defined in the *Florida Building Code, Florida Existing*  
708 *Building Code, Florida Fire Prevention Code, Florida Fuel Gas Code,*  
709 *Florida Mechanical Code, Florida Plumbing Code, Florida*  
710 *Residential Code, Land Development Regulations, or NFPA 70, such*  
711 *terms shall have the meanings ascribed to them as stated in those*  
712 *codes.*

713 (4) Terms not defined. Where terms are not defined through the methods  
714 authorized by this section, such terms shall have ordinarily accepted  
715 meanings such as the context implies.

716 (5) Parts. Whenever the words "dwelling unit," "dwelling," "premises,"  
717 "building," "rooming house," "rooming unit," "housekeeping unit" or  
718 "story" are stated in this code, they shall be construed as though they  
719 were followed by the words "or any part thereof."

720 (b) General Definitions

721 Anchored—Secured in a manner that provides positive connection.

722 Approved—Approved by the code official.

723 Basement—That portion of a building which is partly or completely  
724 below grade.

725 Bathroom—A room containing plumbing fixtures including a bathtub or  
726 shower.

727 Bedroom—Any room or space used or intended to be used for sleeping  
728 purposes in either a dwelling or sleeping unit.

729 Code Official—The official who is charged with the administration and  
730 enforcement of this code, or any duly authorized representative.

731 Condemn—To adjudge unfit for occupancy.

732 Detached—When a structural element is physically disconnected from  
733 another and that connection is necessary to provide a positive connection.

734 Deterioration—To weaken, disintegrate, corrode, rust or decay and lose  
735 effectiveness.

736 Dwelling Unit—A single unit providing complete, independent living  
737 facilities for one or more persons, including permanent provisions for living,  
738 sleeping, eating, cooking and sanitation.

739 Easement—That portion of land or property reserved for present or  
740 future use by a person or agency other than the legal fee owner(s) of the  
741 property. The easement shall be permitted to be for use under, on or above a  
742 said lot or lots.

743 Equipment Support—Those structural members or assemblies of  
744 members or manufactured elements, including braces, frames, lugs,  
745 snuggers, hangers or saddles, that transmit gravity load, lateral load and  
746 operating load between the equipment and the structure.

747 Exterior Property—The open space on the premises and on adjoining  
748 property under the control of owners or operators of such premises.

749 Garbage—The animal or vegetable waste resulting from the handling,  
750 preparation, cooking and consumption of food.

751 Guard—A building component or a system of building components  
752 located at or near the open sides of elevated walking surfaces that minimizes  
753 the possibility of a fall from the walking surface to a lower level.

754 Habitable Space—Space in a structure for living, sleeping, eating or

755 cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces,  
756 and similar areas are not considered habitable spaces.

757 *Housekeeping Unit*—A room or group of rooms forming a single  
758 habitable space equipped and intended to be used for living, sleeping,  
759 cooking and eating which does not contain, within such a unit, a toilet,  
760 lavatory and bathtub or shower.

761 *Imminent Danger*—A condition which could cause serious or life-  
762 threatening injury or death at any time.

763 *Infestation*—The presence, within or contiguous to, a structure or  
764 premises of insects, rats, vermin or other pests.

765 *Inoperable Motor Vehicle*—A vehicle which cannot be driven upon the  
766 public streets for reason including but not limited to being unlicensed,  
767 wrecked, abandoned, in a state of disrepair, or incapable of being moved  
768 under its own power.

769 *Labeled*—Equipment, materials or products to which have been affixed  
770 a label, seal, symbol or other identifying mark of a nationally recognized  
771 testing laboratory, inspection agency or other organization concerned with  
772 product evaluation that maintains periodic inspection of the production of  
773 the above-labeled items and whose labeling indicates either that the  
774 equipment, material or product meets identified standards or has been tested  
775 and found suitable for a specified purpose.

776 *Let For Occupancy* or LET—To permit, provide or offer possession or  
777 occupancy of a dwelling, dwelling unit, rooming unit, building, premise or  
778 structure by a person who is or is not the legal owner of record thereof,  
779 pursuant to a written or unwritten lease, agreement or license, or pursuant to  
780 a recorded or unrecorded agreement of contract for the sale of land.

781 *Neglect*—The lack of proper maintenance for a building or structure.

782 *Occupancy*—The purpose for which a building or portion thereof is  
783 utilized or occupied.

784 *Occupant*—Any individual living or sleeping in a building, or having  
785 possession of a space within a building.

786 *Openable Area*—That part of a window, skylight or door which is  
787 available for unobstructed ventilation and which opens directly to the  
788 outdoors.

789 *Operator*—Any person who has charge, care or control of a structure or  
790 premises which is let or offered for occupancy.

791 *Owner*—Any person, agent, operator, firm or corporation having a legal  
792 or equitable interest in the property; or recorded in the official records of the  
793 state, county or municipality as holding title to the property; or otherwise  
794 having control of the property, including the guardian of the estate of any  
795 such person, and the executor or administrator of the estate of such person if

796 ordered to take possession of real property by a court.

797 Person—An individual, corporation, partnership or any other group  
798 acting as a unit.

799 Pest Elimination—The control and elimination of insects, rodents or  
800 other pests by eliminating their harborage places; by removing or making  
801 inaccessible materials that serve as their food or water; by other approved  
802 pest elimination methods.

803 Premises—A lot, plot or parcel of land, easement or public way,  
804 including any structures thereon.

805 Public Way—Any street, alley or similar parcel of land essentially  
806 unobstructed from the ground to the sky, which is deeded, dedicated or  
807 otherwise permanently appropriated to the public for public use.

808 Rooming House—A building arranged or occupied for lodging, with or  
809 without meals, for compensation and not occupied as a one- or two-family  
810 dwelling.

811 Rooming Unit—Any room or group of rooms forming a single habitable  
812 unit occupied or intended to be occupied for sleeping or living, but not for  
813 cooking purposes.

814 Rubbish—Combustible and noncombustible waste materials, except  
815 garbage; the term shall include the residue from the burning of wood, coal,  
816 coke and other combustible materials, paper, rags, cartons, boxes, wood,  
817 excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals,  
818 mineral matter, glass, crockery and dust and other similar materials.

819 Sleeping Unit—A room or space in which people sleep, which can also  
820 include permanent provisions for living, eating and either sanitation or  
821 kitchen facilities, but not both. Such rooms and spaces that are also part of a  
822 dwelling unit are not sleeping units.

823 Strict Liability Offense—An offense in which the prosecution in a legal  
824 proceeding is not required to prove criminal intent as a part of its case. It is  
825 enough to prove that the defendant either did an act which was prohibited,  
826 or failed to do an act which the defendant was legally required to do.

827 Structure—That which is built or constructed or a portion thereof.

828 Tenant—A person, corporation, partnership or group, whether or not the  
829 legal owner of record, occupying a building or portion thereof as a unit.

830 Toilet Room—A room containing a water closet or urinal but not a  
831 bathtub or shower.

832 Ultimate Deformation—The deformation at which failure occurs and  
833 which shall be deemed to occur if the sustainable load reduces to 80 percent  
834 or less of the maximum strength.

835 Ventilation—The natural or mechanical process of supplying

836 conditioned or unconditioned air to, or removing such air from, any space.

837 Workmanlike—Executed in a skilled manner; e.g., generally plumb,  
838 level, square, in line, undamaged and without marring adjacent work.

839 Yard—An open space on the same lot with a structure.

840 Section 5.00.09.3. General Requirements.

841 (a) General.

842 (1) Scope. The provisions of this chapter shall govern the minimum  
843 conditions and the responsibilities of persons for maintenance of  
844 structures, equipment and exterior property.

845 (2) Responsibility. The owner of the premises shall maintain the  
846 structures and exterior property in compliance with these  
847 requirements, except as otherwise provided for in this code. A person  
848 shall not occupy as owner-occupant or permit another person to  
849 occupy premises which are not in a sanitary and safe condition and  
850 which do not comply with the requirements of this chapter. Occupants  
851 of a dwelling unit, rooming unit or housekeeping unit are responsible  
852 for keeping in a clean, sanitary and safe condition that part of the  
853 dwelling unit, rooming unit, housekeeping unit or premises which they  
854 occupy and control.

855 (3) Vacant structures and land. All vacant structures and premises thereof  
856 or vacant land shall be maintained in a clean, safe, secure and sanitary  
857 condition as provided herein so as not to cause a blighting problem or  
858 adversely affect the public health or safety.

859 (b) Exterior Property Areas.

860 (1) Sanitation. All exterior property and premises shall be maintained in a  
861 clean, safe and sanitary condition. The occupant shall keep that part of  
862 the exterior property which such occupant occupies or controls in a  
863 clean and sanitary condition.

864 (2) Grading and drainage. All premises shall be graded and maintained to  
865 prevent the erosion of soil and to prevent the accumulation of stagnant  
866 water thereon, or within any structure located thereon.

867 Exception: Approved retention areas and reservoirs.

868 (3) Sidewalks and driveways. All sidewalks, walkways, stairs, driveways,  
869 parking spaces and similar areas shall be kept in a proper state of  
870 repair, and maintained free from hazardous conditions.

871 (4) Weeds. All premises and exterior property shall be maintained free  
872 from weeds or plant growth in excess of twelve (12) inches. All  
873 noxious weeds shall be prohibited. Weeds shall be defined as all  
874 grasses, annual plants and vegetation, other than trees or shrubs  
875 provided; however, this term shall not include cultivated flowers and  
876 gardens.

- 877                   (5) Upon failure of the owner or agent having charge of a property to cut  
878                   and destroy weeds after service of a notice of violation, they shall be  
879                   subject to prosecution in accordance with Section 500.09.1(e)(3) and  
880                   as prescribed by the authority having jurisdiction. Upon failure to  
881                   comply with the notice of violation, any duly authorized employee of  
882                   the jurisdiction or contractor hired by the jurisdiction shall be  
883                   authorized to enter upon the property in violation and cut and destroy  
884                   the weeds growing thereon, and the costs of such removal shall be paid  
885                   by the owner or agent responsible for the property.
- 886                   (6) Rodent harborage. All structures and exterior property shall be kept  
887                   free from rodent harborage and infestation. Where rodents are found,  
888                   they shall be promptly exterminated by approved processes which will  
889                   not be injurious to human health. After pest elimination, proper  
890                   precautions shall be taken to eliminate rodent harborage and prevent  
891                   reinfestation.
- 892                   (7) Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not  
893                   discharge gases, steam, vapor, hot air, grease, smoke, odors or other  
894                   gaseous or particulate wastes directly upon abutting or adjacent public  
895                   or private property or that of another tenant.
- 896                   (8) Accessory structures. All accessory structures, including detached  
897                   garages, fences and walls, shall be maintained structurally sound and  
898                   in good repair.
- 899                   (9) Motor vehicles. Except as provided for in other regulations, no  
900                   inoperative or unlicensed motor vehicle shall be parked, kept or stored  
901                   on any premises, and no vehicle shall at any time be in a state of major  
902                   disassembly, disrepair, or in the process of being stripped or  
903                   dismantled. Painting of vehicles is prohibited unless conducted inside  
904                   an approved spray booth.
- 905                   Exception: A vehicle of any type is permitted to undergo major  
906                   overhaul, including body work, provided that such work is performed  
907                   inside a structure or similarly enclosed area designed and approved for  
908                   such purposes.
- 909                   (10) Defacement of property. No person shall willfully or wantonly  
910                   damage, mutilate or deface any exterior surface of any structure or  
911                   building on any private or public property by placing thereon any  
912                   marking, carving or graffiti.
- 913                   (11) It shall be the responsibility of the owner to restore said surface to an  
914                   approved state of maintenance and repair.
- 915                   (c) Swimming Pools, Spas and Hot Tubs.
- 916                   (1) Swimming pools. Swimming pools shall be maintained in a clean and  
917                   sanitary condition, and in good repair.
- 918                   (2) Enclosures. Private swimming pools, hot tubs and spas, containing

919 water more than 24 inches in depth shall be completely surrounded by  
920 a fence or barrier at least 48 inches in height above the finished ground  
921 level measured on the side of the barrier away from the pool. Gates  
922 and doors in such barriers shall be self-closing and self-latching.  
923 Where the self-latching device is a minimum of 54 inches above the  
924 bottom of the gate, the release mechanism shall be located on the pool  
925 side of the gate. Self-closing and self-latching gates shall be  
926 maintained such that the gate will positively close and latch when  
927 released from an open position of 6 inches from the gatepost. No  
928 existing pool enclosure shall be removed, replaced or changed in a  
929 manner that reduces its effectiveness as a safety barrier.

930 Exception: Spas or hot tubs with a safety cover that complies with  
931 ASTM F 1346 shall be exempt from the provisions of this section.

932 (d) Exterior Structure.

933 (1) General. The exterior of a structure shall be maintained in good repair,  
934 structurally sound and sanitary so as not to pose a threat to the public  
935 health, safety or welfare.

936 a. Unsafe conditions. The following conditions shall be determined  
937 as unsafe and shall be repaired or replaced to comply with the  
938 Florida Building Code or the Florida Existing Building Code as  
939 required for existing buildings:

940 i. The nominal strength of any structural member is exceeded  
941 by nominal loads, the load effects or the required strength;

942 ii. The anchorage of the floor or roof to walls or columns, and  
943 of walls and columns to foundations is not capable of  
944 resisting all nominal loads or load effects;

945 iii. Structures or components thereof that have reached their  
946 limit state;

947 iv. Siding and masonry joints including joints between the  
948 building envelope and the perimeter of windows, doors and  
949 skylights are not maintained, weather resistant or water tight;

950 v. Structural members that have evidence of deterioration or  
951 that are not capable of safely supporting all nominal loads  
952 and load effects;

953 vi. Foundation systems that are not firmly supported by footings,  
954 are not plumb and free from open cracks and breaks, are not  
955 properly anchored or are not capable of supporting all  
956 nominal loads and resisting all load effects;

957 vii. Exterior walls that are not anchored to supporting and  
958 supported elements or are not plumb and free of holes, cracks  
959 or breaks and loose or rotting materials, are not properly  
960 anchored or are not capable of supporting all nominal loads

- 961 and resisting all load effects;
- 962 viii. Roofing or roofing components that have defects that admit  
 963 rain, roof surfaces with inadequate drainage, or any portion  
 964 of the roof framing that is not in good repair with signs of  
 965 deterioration, fatigue or without proper anchorage and  
 966 incapable of supporting all nominal loads and resisting all  
 967 load effects;
- 968 ix. Flooring and flooring components with defects that affect  
 969 serviceability or flooring components that show signs of  
 970 deterioration or fatigue, are not properly anchored or are  
 971 incapable of supporting all nominal loads and resisting all  
 972 load effects;
- 973 x. Veneer, cornices, belt courses, corbels, trim, wall facings and  
 974 similar decorative features not properly anchored or that are  
 975 anchored with connections not capable of supporting all  
 976 nominal loads and resisting all load effects;
- 977 xi. Overhang extensions or projections including, but not limited  
 978 to, trash chutes, canopies, marquees, signs, awnings, fire  
 979 escapes, standpipes and exhaust ducts not properly anchored  
 980 or that are anchored with connections not capable of  
 981 supporting all nominal loads and resisting all load effects;
- 982 xii. Exterior stairs, decks, porches, balconies and all similar  
 983 appurtenances attached thereto, including guards and  
 984 handrails, are not structurally sound, not properly anchored  
 985 or that are anchored with connections not capable of  
 986 supporting all nominal loads and resisting all load effects; or
- 987 xiii. Chimneys, cooling towers, smokestacks and similar  
 988 appurtenances not structurally sound or not properly  
 989 anchored, or that are anchored with connections not capable  
 990 of supporting all nominal loads and resisting all load effects.
- 991 Exceptions:
- 992 a. When substantiated otherwise by an approved method.
- 993 b. Demolition of unsafe conditions shall be permitted when  
 994 approved by the code official.
- 995 (2) Protective treatment. All exterior surfaces, including but not limited  
 996 to, doors, door and window frames, cornices, porches, trim, balconies,  
 997 decks and fences, shall be maintained in good condition. Exterior  
 998 wood surfaces, other than decay-resistant woods, shall be protected  
 999 from the elements and decay by painting or other protective covering  
 1000 or treatment. Peeling, flaking and chipped paint shall be eliminated  
 1001 and surfaces repainted. All siding and masonry joints, as well as those  
 1002 between the building envelope and the perimeter of windows, doors

- 1003 and skylights, shall be maintained weather resistant and water tight.  
1004 All metal surfaces subject to rust or corrosion shall be coated to inhibit  
1005 such rust and corrosion, and all surfaces with rust or corrosion shall be  
1006 stabilized and coated to inhibit future rust and corrosion. Oxidation  
1007 stains shall be removed from exterior surfaces. Surfaces designed for  
1008 stabilization by oxidation are exempt from this requirement.
- 1009 (3) Premises identification. Buildings shall have approved address  
1010 numbers placed in a position to be plainly legible and visible from the  
1011 street or road fronting the property. These numbers shall contrast with  
1012 their background. Address numbers shall be Arabic numerals or  
1013 alphabet letters. Numbers shall be a minimum of 4 inches in height  
1014 with a minimum stroke width of 0.5 inch.
- 1015 (4) Structural members. All structural members shall be maintained free  
1016 from deterioration, and shall be capable of safely supporting the  
1017 imposed dead and live loads.
- 1018 (5) Foundation walls. All foundation walls shall be maintained plumb and  
1019 free from open cracks and breaks and shall be kept in such condition  
1020 so as to prevent the entry of rodents and other pests.
- 1021 (6) Exterior walls. All exterior walls shall be free from holes, breaks, and  
1022 loose or rotting materials; and maintained weatherproof and properly  
1023 surface coated where required to prevent deterioration.
- 1024 (7) Roofs and drainage. The roof and flashing shall be sound, tight and  
1025 not have defects that admit rain. Roof drainage shall be adequate to  
1026 prevent dampness or deterioration in the walls or interior portion of the  
1027 structure. Roof drains, gutters and downspouts shall be maintained in  
1028 good repair and free from obstructions. Roof water shall not be  
1029 discharged in a manner that creates a public nuisance.
- 1030 (8) Decorative features. All cornices, belt courses, corbels, terra cotta  
1031 trim, wall facings and similar decorative features shall be maintained  
1032 in good repair with proper anchorage and in a safe condition.
- 1033 (9) Overhang extensions. All overhang extensions including, but not  
1034 limited to canopies, marquees, signs, metal awnings, fire escapes,  
1035 standpipes and exhaust ducts shall be maintained in good repair and be  
1036 properly anchored so as to be kept in a sound condition. When  
1037 required, all exposed surfaces of metal or wood shall be protected from  
1038 the elements and against decay or rust by periodic application of  
1039 weather-coating materials, such as paint or similar surface treatment.
- 1040 (10) Stairways, decks, porches and balconies. Every exterior stairway,  
1041 deck, porch and balcony, and all appurtenances attached thereto, shall  
1042 be maintained structurally sound, in good repair, with proper  
1043 anchorage and capable of supporting the imposed loads.
- 1044 (11) Chimneys and towers. All chimneys, cooling towers, smoke stacks,  
1045 and similar appurtenances shall be maintained structurally safe and

- 1046 sound, and in good repair. All exposed surfaces of metal or wood shall  
1047 be protected from the elements and against decay or rust by periodic  
1048 application of weather-coating materials, such as paint or similar  
1049 surface treatment.
- 1050 (12) Handrails and guards. Every handrail and guard shall be firmly  
1051 fastened and capable of supporting normally imposed loads and shall  
1052 be maintained in good condition.
- 1053 (13) Window, skylight and door frames. Every window, skylight, door and  
1054 frame shall be kept in sound condition, good repair and weather tight.
- 1055 a. Glazing. All glazing materials shall be maintained free from  
1056 cracks and holes.
- 1057 b. Openable windows. Every window, other than a fixed window,  
1058 shall be easily openable and capable of being held in position by  
1059 window hardware.
- 1060 (14) Insect screens. During the period from [DATE] to [DATE], every  
1061 door, window and other outside opening required for ventilation of  
1062 habitable rooms, food preparation areas, food service areas or any  
1063 areas where products to be included or utilized in food for human  
1064 consumption are processed, manufactured, packaged or stored shall be  
1065 supplied with approved tightly fitting screens of minimum 16 mesh per  
1066 inch, and every screen door used for insect control shall have a self-  
1067 closing device in good working condition.
- 1068 Exception: Screens shall not be required where other approved means,  
1069 such as air curtains or insect repellent fans, are employed.
- 1070 (15) Doors. All exterior doors, door assemblies, operator systems if  
1071 provided, and hardware shall be maintained in good condition. Locks  
1072 at all entrances to dwelling units and sleeping units shall tightly secure  
1073 the door. Locks on means of egress doors shall be in accordance with  
1074 Section 500.09.7(b)(3).
- 1075 (16) Basement hatchways. Every basement hatchway shall be maintained  
1076 to prevent the entrance of rodents, rain and surface drainage water.
- 1077 (17) Guards for basement windows. Every basement window that is  
1078 openable shall be supplied with rodent shields, storm windows or other  
1079 approved protection against the entry of rodents.
- 1080 (18) Building security. Doors, windows or hatchways for dwelling units,  
1081 room units or housekeeping units shall be provided with devices  
1082 designed to provide security for the occupants and property within.
- 1083 a. Doors. Doors providing access to a dwelling unit, rooming unit or  
1084 housekeeping unit that is rented, leased or let shall be equipped  
1085 with a deadbolt lock designed to be readily openable from the side  
1086 from which egress is to be made without the need for keys, special  
1087 knowledge or effort and shall have a minimum lock throw of 1

1088 inch. Such deadbolt locks shall be installed according to the  
1089 manufacturer's specifications and maintained in good working  
1090 order. For the purpose of this section, a sliding bolt shall not be  
1091 considered an acceptable deadbolt lock.

1092 b. Windows. Operable windows located in whole or in part within 6  
1093 feet above ground level or a walking surface below that provide  
1094 access to a dwelling unit, rooming unit or housekeeping unit that is  
1095 rented, leased or let shall be equipped with a window sash locking  
1096 device.

1097 c. Basement hatchways. Basement hatchways that provide access to  
1098 a dwelling unit, rooming unit or housekeeping unit that is rented,  
1099 leased or let shall be equipped with devices that secure the units  
1100 from unauthorized entry.

1101 (19) Gates. All exterior gates, gate assemblies, operator systems if  
1102 provided, and hardware shall be maintained in good condition. Latches  
1103 at all entrances shall tightly secure the gates.

1104 (e) Interior Structure.

1105 (1) General. The interior of a structure and equipment therein shall be  
1106 maintained in good repair, structurally sound and in a sanitary  
1107 condition. Occupants shall keep that part of the structure which they  
1108 occupy or control in a clean and sanitary condition. Every owner of a  
1109 structure containing a rooming house, housekeeping units, a hotel, a  
1110 dormitory, two or more dwelling units or two or more nonresidential  
1111 occupancies, shall maintain, in a clean and sanitary condition, the  
1112 shared or public areas of the structure and exterior property.

1113 a. Unsafe conditions. The following conditions shall be determined  
1114 as unsafe and shall be repaired or replaced to comply with the  
1115 Florida Building Code or the Florida Existing Building Code as  
1116 required for existing buildings:

1117 i. The nominal strength of any structural member is exceeded  
1118 by nominal loads, the load effects or the required strength;

1119 ii. The anchorage of the floor or roof to walls or columns, and  
1120 of walls and columns to foundations is not capable of  
1121 resisting all nominal loads or load effects;

1122 iii. Structures or components thereof that have reached their  
1123 limit state;

1124 iv. Structural members are incapable of supporting nominal  
1125 loads and load effects;

1126 v. Stairs, landings, balconies and all similar walking surfaces,  
1127 including guards and handrails, are not structurally sound,  
1128 not properly anchored or are anchored with connections not  
1129 capable of supporting all nominal loads and resisting all load

- 1130 effects;
- 1131 vi. Foundation systems that are not firmly supported by footings  
1132 are not plumb and free from open cracks and breaks, are not  
1133 properly anchored or are not capable of supporting all  
1134 nominal loads and resisting all load effects.
- 1135 Exceptions:
- 1136 a. When substantiated otherwise by an approved method.
- 1137 b. Demolition of unsafe conditions shall be permitted when  
1138 approved by the code official.
- 1139 (2) Structural members. All structural members shall be maintained  
1140 structurally sound, and be capable of supporting the imposed loads.
- 1141 (3) Interior surfaces. All interior surfaces, including windows and doors,  
1142 shall be maintained in good, clean and sanitary condition. Peeling,  
1143 chipping, flaking or abraded paint shall be repaired, removed or  
1144 covered. Cracked or loose plaster, decayed wood and other defective  
1145 surface conditions shall be corrected.
- 1146 (4) Stairs and walking surfaces. Every stair, ramp, landing, balcony,  
1147 porch, deck or other walking surface shall be maintained in sound  
1148 condition and good repair.
- 1149 (5) Handrails and guards. Every handrail and guard shall be firmly  
1150 fastened and capable of supporting normally imposed loads and shall  
1151 be maintained in good condition.
- 1152 (6) Interior doors. Every interior door shall fit reasonably well within its  
1153 frame and shall be capable of being opened and closed by being  
1154 properly and securely attached to jambs, headers or tracks as intended  
1155 by the manufacturer of the attachment hardware.
- 1156 (f) Component Serviceability.
- 1157 (1) General. The components of a structure and equipment therein shall  
1158 be maintained in good repair, structurally sound and in a sanitary  
1159 condition.
- 1160 a. Unsafe conditions. Where any of the following conditions cause  
1161 the component or system to be beyond its limit state, the  
1162 component or system shall be determined as unsafe and shall be  
1163 repaired or replaced to comply with the *Florida Building Code* as  
1164 required for existing buildings:
- 1165 i. Soils that have been subjected to any of the following  
1166 conditions:
- 1167 a. Collapse of footing or foundation system;
- 1168 b. Damage to footing, foundation, concrete or other  
1169 structural element due to soil expansion;

- 1170 c. Adverse effects to the design strength of footing,  
1171 foundation, concrete or other structural element due to a  
1172 chemical reaction from the soil;
- 1173 d. Inadequate soil as determined by a geotechnical  
1174 investigation;
- 1175 e. Where the allowable bearing capacity of the soil is in  
1176 doubt; or
- 1177 f. Adverse effects to the footing, foundation, concrete or  
1178 other structural element due to the ground water table.
- 1179 ii. Concrete that has been subjected to any of the following  
1180 conditions:
- 1181 a. Deterioration;
- 1182 b. Ultimate deformation;
- 1183 c. Fractures;
- 1184 d. Fissures;
- 1185 e. Spalling;
- 1186 f. Exposed reinforcement; or
- 1187 g. Detached, dislodged or failing connections.
- 1188 iii. Aluminum that has been subjected to any of the following  
1189 conditions:
- 1190 a. Deterioration;
- 1191 b. Corrosion;
- 1192 c. Elastic deformation;
- 1193 d. Ultimate deformation;
- 1194 e. Stress or strain cracks;
- 1195 f. Joint fatigue; or
- 1196 g. Detached, dislodged or failing connections.
- 1197 iv. Masonry that has been subjected to any of the following  
1198 conditions:
- 1199 a. Deterioration;
- 1200 b. Ultimate deformation;
- 1201 c. Fractures in masonry or mortar joints;
- 1202 d. Fissures in masonry or mortar joints;
- 1203 e. Spalling;
- 1204 f. Exposed reinforcement; or

- 1205 g. Detached, dislodged or failing connections.
- 1206 v. Steel that has been subjected to any of the following
- 1207 conditions:
- 1208 a. Deterioration;
- 1209 b. Elastic deformation;
- 1210 c. Ultimate deformation;
- 1211 d. Metal fatigue; or
- 1212 e. Detached, dislodged or failing connections.
- 1213 vi. Wood that has been subjected to any of the following
- 1214 conditions:
- 1215 a. Ultimate deformation;
- 1216 b. Deterioration;
- 1217 c. Damage from insects, rodents and other vermin;
- 1218 d. Fire damage beyond charring;
- 1219 e. Significant splits and checks;
- 1220 f. Horizontal shear cracks;
- 1221 g. Vertical shear cracks;
- 1222 h. Inadequate support;
- 1223 i. Detached, dislodged or failing connections; or
- 1224 j. Excessive cutting and notching.
- 1225 Exceptions:
- 1226 1. When substantiated otherwise by an approved
- 1227 method.
- 1228 2. Demolition of unsafe conditions shall be permitted
- 1229 when approved by the code official.
- 1230 (g) Handrails and Guardrails.
- 1231 (1) General. Every exterior and interior flight of stairs having more than
- 1232 four risers shall have a handrail on one side of the stair and every open
- 1233 portion of a stair, landing, balcony, porch, deck, ramp or other walking
- 1234 surface which is more than 30 inches above the floor or grade below
- 1235 shall have guards. Handrails shall not be less than 30 inches in height
- 1236 or more than 42 inches in height measured vertically above the nosing
- 1237 of the tread or above the finished floor of the landing or walking
- 1238 surfaces. Guards shall not be less than 30 inches in height above the
- 1239 floor of the landing, balcony, porch, deck, or ramp or other walking
- 1240 surface.

1241 Exception: Guards shall not be required where exempted by the  
1242 adopted building code.

1243 (h) Rubbish and Garbage.

1244 (1) Accumulation of rubbish or garbage. All exterior property and  
1245 premises, and the interior of every structure, shall be free from any  
1246 accumulation of rubbish or garbage.

1247 (2) Disposal of rubbish. Every occupant of a structure shall dispose of all  
1248 rubbish in a clean and sanitary manner by placing such rubbish in  
1249 approved containers.

1250 a. Rubbish storage facilities. The owner of every occupied premises  
1251 shall supply approved covered containers for rubbish, and the  
1252 owner of the premises shall be responsible for the removal of  
1253 rubbish.

1254 b. Refrigerators. Refrigerators and similar equipment not in  
1255 operation shall not be discarded, abandoned or stored on premises  
1256 without first removing the doors.

1257 (3) Disposal of garbage. Every occupant of a structure shall dispose of  
1258 garbage in a clean and sanitary manner by placing such garbage in an  
1259 approved garbage disposal facility or approved garbage containers.

1260 a. Garbage facilities. The owner of every dwelling shall supply one  
1261 of the following: an approved mechanical food waste grinder in  
1262 each dwelling unit; an approved incinerator unit in the structure  
1263 available to the occupants in each dwelling unit; or an approved  
1264 leakproof, covered, outside garbage container.

1265 b. Containers. The operator of every establishment producing  
1266 garbage shall provide, and at all times cause to be utilized,  
1267 approved leakproof containers provided with close-fitting covers  
1268 for the storage of such materials until removed from the premises  
1269 for disposal.

1270 (i) Pest Elimination.

1271 (1) Infestation. All structures shall be kept free from insect and rodent  
1272 infestation. All structures in which insects or rodents are found shall be  
1273 promptly exterminated by approved processes that will not be  
1274 injurious to human health. After pest elimination, proper precautions  
1275 shall be taken to prevent reinfestation.

1276 (2) Owner. The owner of any structure shall be responsible for pest  
1277 elimination within the structure prior to renting or leasing the  
1278 structure.

1279 (3) Single occupant. The occupant of a one-family dwelling or of a  
1280 single-tenant nonresidential structure shall be responsible for pest  
1281 elimination on the premises.

1282 (4) Multiple occupancy. The owner of a structure containing two or more  
1283 dwelling units, a multiple occupancy, a rooming house or a  
1284 nonresidential structure shall be responsible for pest elimination in the  
1285 public or shared areas of the structure and exterior property. If  
1286 infestation is caused by failure of an occupant to prevent such  
1287 infestation in the area occupied, the occupant and owner shall be  
1288 responsible for pest elimination.

1289 (5) Occupant. The occupant of any structure shall be responsible for the  
1290 continued rodent and pest-free condition of the structure.

1291 Exception: Where the infestations are caused by defects in the  
1292 structure, the owner shall be responsible for pest elimination.

1293 Section 5.00.09.4. Light, Ventilation and Occupancy Limitations

1294 (a) General.

1295 (1) Scope. The provisions of this chapter shall govern the minimum  
1296 conditions and standards for light, ventilation and space for occupying  
1297 a structure.

1298 (2) Responsibility. The owner of the structure shall provide and maintain  
1299 light, ventilation and space conditions in compliance with these  
1300 requirements. A person shall not occupy as owner-occupant, or permit  
1301 another person to occupy, any premises that do not comply with the  
1302 requirements of this chapter.

1303 (3) Alternative devices. In lieu of the means for natural light and  
1304 ventilation herein prescribed, artificial light or mechanical ventilation  
1305 complying with the *Florida Building Code* shall be permitted.

1306 (b) Light

1307 (1) Habitable spaces. Every habitable space shall have at least one  
1308 window of approved size facing directly to the outdoors or to a court.  
1309 The minimum total glazed area for every habitable space shall be 8  
1310 percent of the floor area of such room. Wherever walls or other  
1311 portions of a structure face a window of any room and such  
1312 obstructions are located less than 3 feet from the window and extend to  
1313 a level above that of the ceiling of the room, such window shall not be  
1314 deemed to face directly to the outdoors nor to a court and shall not be  
1315 included as contributing to the required minimum total window area  
1316 for the room.

1317 Exception: Where natural light for rooms or spaces without exterior  
1318 glazing areas is provided through an adjoining room, the unobstructed  
1319 opening to the adjoining room shall be at least 8 percent of the floor  
1320 area of the interior room or space, but a minimum of 25 square feet.  
1321 The exterior glazing area shall be based on the total floor area being  
1322 served.

1323 (2) Common halls and stairways. Every common hall and stairway in

1324 residential occupancies, other than in one- and two-family dwellings,  
1325 shall be lighted at all times with at least a 60-watt standard  
1326 incandescent light bulb for each 200 square feet of floor area or  
1327 equivalent illumination, provided that the spacing between lights shall  
1328 not be greater than 30 feet. In other than residential occupancies,  
1329 means of egress, including exterior means of egress, stairways shall be  
1330 illuminated at all times the building space served by the means of  
1331 egress is occupied with a minimum of 1 footcandle at floors, landings  
1332 and treads.

1333 (3) Other spaces. All other spaces shall be provided with natural or  
1334 artificial light sufficient to permit the maintenance of sanitary  
1335 conditions, and the safe occupancy of the space and utilization of the  
1336 appliances, equipment and fixtures.

1337 (c) Ventilation

1338 (1) Habitable spaces. Every habitable space shall have at least one  
1339 openable window. The total openable area of the window in every  
1340 room shall be equal to at least 45 percent of the minimum glazed area  
1341 required in Section 500.09.4(b)(1).

1342 Exception: Where rooms and spaces without openings to the outdoors  
1343 are ventilated through an adjoining room, the unobstructed opening to  
1344 the adjoining room shall be at least 8 percent of the floor area of the  
1345 interior room or space, but a minimum of 25 square feet. The  
1346 ventilation openings to the outdoors shall be based on a total floor area  
1347 being ventilated.

1348 (2) Bathrooms and toilet rooms. Every bathroom and toilet room shall  
1349 comply with the ventilation requirements for habitable spaces as  
1350 required by Section 500.09.4(b)(1), except that a window shall not be  
1351 required in such spaces equipped with a mechanical ventilation  
1352 system. Air exhausted by a mechanical ventilation system from a  
1353 bathroom or toilet room shall discharge to the outdoors and shall not  
1354 be recirculated.

1355 (3) Cooking facilities. Unless approved through the certificate of  
1356 occupancy, cooking shall not be permitted in any rooming unit or  
1357 dormitory unit, and a cooking facility or appliance shall not be  
1358 permitted to be present in the rooming unit or dormitory unit.

1359 Exceptions:

1360 a. Where specifically approved in writing by the code official.

1361 b. Devices such as coffee pots and microwave ovens shall not be  
1362 considered cooking appliances.

1363 (4) Process ventilation. Where injurious, toxic, irritating or noxious  
1364 fumes, gases, dusts or mists are generated, a local exhaust ventilation  
1365 system shall be provided to remove the contaminating agent at the

1366 source. Air shall be exhausted to the exterior and not be recirculated to  
1367 any space.

1368 (5) Clothes dryer exhaust. Clothes dryer exhaust systems shall be  
1369 independent of all other systems and shall be exhausted outside the  
1370 structure in accordance with the manufacturer's instructions.

1371 Exception: Listed and labeled condensing (ductless) clothes dryers.

1372 (d) Occupancy Limitations.

1373 (1) Privacy. Dwelling units, hotel units, housekeeping units, rooming  
1374 units and dormitory units shall be arranged to provide privacy and be  
1375 separate from other adjoining spaces.

1376 (2) Minimum room widths. A habitable room, other than a kitchen, shall  
1377 be a minimum of 7 feet in any plan dimension. Kitchens shall have a  
1378 minimum clear passageway of 3 feet between counterfronts and  
1379 appliances or counterfronts and walls.

1380 (3) Minimum ceiling heights. Habitable spaces, hallways, corridors,  
1381 laundry areas, bathrooms, toilet rooms and habitable basement areas  
1382 shall have a minimum clear ceiling height of 7 feet.

1383 Exceptions:

1384 a. In one- and two-family dwellings, beams or girders spaced a  
1385 minimum of 4 feet on center and projecting a maximum of 6  
1386 inches below the required ceiling height.

1387 b. Basement rooms in one- and two-family dwellings occupied  
1388 exclusively for laundry, study or recreation purposes, having a  
1389 minimum ceiling height of 6 feet 8 inches with a minimum clear  
1390 height of 6 feet 4 inches under beams, girders, ducts and similar  
1391 obstructions.

1392 c. Rooms occupied exclusively for sleeping, study or similar  
1393 purposes and having a sloped ceiling over all or part of the room,  
1394 with a minimum clear ceiling height of 7 feet over a minimum of  
1395 one-third of the required minimum floor area. In calculating the  
1396 floor area of such rooms, only those portions of the floor area with  
1397 a minimum clear ceiling height of 5 feet shall be included.

1398 (4) Bedroom and living room requirements. Every bedroom and living  
1399 room shall comply with the requirements of Sections 500.09.4(d)(4)a  
1400 through 500.09.4(d)(4)e.

1401 a. Room area. Every living room shall contain at least 120 square  
1402 feet and every bedroom shall contain a minimum of 70 square feet  
1403 and every bedroom occupied by more than one person shall  
1404 contain a minimum of 50 square feet of floor area for each  
1405 occupant thereof.

1406 b. Access from bedrooms. Bedrooms shall not constitute the only

1407 means of access to other bedrooms or habitable spaces and shall  
1408 not serve as the only means of egress from other habitable spaces.

1409 Exception: Units that contain fewer than two bedrooms.

1410 c. Water closet accessibility. Every bedroom shall have access to at  
1411 least one water closet and one lavatory without passing through  
1412 another bedroom. Every bedroom in a dwelling unit shall have  
1413 access to at least one water closet and lavatory located in the same  
1414 story as the bedroom or an adjacent story.

1415 d. Prohibited occupancy. Kitchens and nonhabitable spaces shall not  
1416 be used for sleeping purposes.

1417 e. Other requirements. Bedrooms shall comply with the applicable  
1418 provisions of this code including, but not limited to, the light,  
1419 ventilation, room area, ceiling height and room width requirements  
1420 of this chapter; the plumbing facilities and water-heating facilities  
1421 requirements of Section 500.09.5; the heating facilities and  
1422 electrical receptacle requirements of Section 500.09.6; and the  
1423 smoke detector and emergency escape requirements of Section  
1424 500.09.7.

1425 (5) Overcrowding. Dwelling units shall not be occupied by more  
1426 occupants than permitted by the minimum area requirements of Table  
1427 500.09.4(d)(5).

1428 Table 500.09.4(d)(5) Minimum Area Requirements

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room <sup>a, b</sup>	120	120	150
Dining room <sup>a, b</sup>	No Requirement	80	100
Bedrooms	Shall comply with Section 500.09.4(d)(4)a		

1429  
1430 a. See Section 500.09.4(d)(5)b for combined living room/dining room  
1431 spaces.

1432 b. See Section 500.09.4(d)(5)a for limitations on determining the  
1433 minimum occupancy area for sleeping purposes.

1434 a. Sleeping area. The minimum occupancy area required by Table  
1435 500.09.4(d)(5) shall not be included as a sleeping area in  
1436 determining the minimum occupancy area for sleeping purposes.

- 1437 All sleeping areas shall comply with Section 500.09.4(d)(4).
- 1438 b. Combined spaces. Combined living room and dining room spaces  
1439 shall comply with the requirements of Table 500.09.4(d)(5) if the  
1440 total area is equal to that required for separate rooms and if the  
1441 space is located so as to function as a combination living  
1442 room/dining room.
- 1443 (6) Efficiency unit. Nothing in this section shall prohibit an efficiency  
1444 living unit from meeting the following requirements:
- 1445 a. A unit occupied by not more than one occupant shall have a  
1446 minimum clear floor area of 120 square feet. A unit occupied by  
1447 not more than two occupants shall have a minimum clear floor area  
1448 of 220 square feet. A unit occupied by three occupants shall have a  
1449 minimum clear floor area of 320 square feet. These required areas  
1450 shall be exclusive of the areas required by Items 2 and 3.
- 1451 b. The unit shall be provided with a kitchen sink, cooking appliance  
1452 and refrigeration facilities, each having a minimum clear working  
1453 space of 30 inches in front. Light and ventilation conforming to  
1454 this code shall be provided.
- 1455 c. The unit shall be provided with a separate bathroom containing a  
1456 water closet, lavatory and bathtub or shower.
- 1457 d. The maximum number of occupants shall be three.
- 1458 (7) Food preparation. All spaces to be occupied for food preparation  
1459 purposes shall contain suitable space and equipment to store, prepare  
1460 and serve foods in a sanitary manner. There shall be adequate facilities  
1461 and services for the sanitary disposal of food wastes and refuse,  
1462 including facilities for temporary storage.

1463 Section 5.00.09.5. Plumbing Facilities and Fixture Requirements

- 1464 (a) General.
- 1465 (1) Scope. The provisions of this chapter shall govern the minimum  
1466 plumbing systems, facilities and plumbing fixtures to be provided.
- 1467 (2) Responsibility. The owner of the structure shall provide and maintain  
1468 such plumbing facilities and plumbing fixtures in compliance with  
1469 these requirements. A person shall not occupy as owner-occupant or  
1470 permit another person to occupy any structure or premises which does  
1471 not comply with the requirements of this chapter.
- 1472 (b) Required Facilities.
- 1473 (1) Dwelling units. Every dwelling unit shall contain its own bathtub or  
1474 shower, lavatory, water closet and kitchen sink which shall be  
1475 maintained in a sanitary, safe working condition. The lavatory shall be  
1476 placed in the same room as the water closet or located in close  
1477 proximity to the door leading directly into the room in which such

- 1478 water closet is located. A kitchen sink shall not be used as a substitute  
 1479 for the required lavatory.
- 1480 (2) Rooming houses. At least one water closet, lavatory and bathtub or  
 1481 shower shall be supplied for each four rooming units.
- 1482 (3) Hotels. Where private water closets, lavatories and baths are not  
 1483 provided, one water closet, one lavatory and one bathtub or shower  
 1484 having access from a public hallway shall be provided for each ten  
 1485 occupants.
- 1486 (4) Employees' facilities. A minimum of one water closet, one lavatory  
 1487 and one drinking facility shall be available to employees.
- 1488 (5) Drinking facilities. Drinking facilities shall be a drinking fountain,  
 1489 water cooler, bottled water cooler or disposable cups next to a sink or  
 1490 water dispenser. Drinking facilities shall not be located in toilet rooms  
 1491 or bathrooms.
- 1492 (6) Public toilet facilities. Public toilet facilities shall be maintained in a  
 1493 safe sanitary and working condition in accordance with the *Florida*  
 1494 *Plumbing Code*. Except for periodic maintenance or cleaning, public  
 1495 access and use shall be provided to the toilet facilities at all times  
 1496 during occupancy of the premises.
- 1497 (c) Toilet Rooms
- 1498 (1) Privacy. Toilet rooms and bathrooms shall provide privacy and shall  
 1499 not constitute the only passageway to a hall or other space, or to the  
 1500 exterior. A door and interior locking device shall be provided for all  
 1501 common or shared bathrooms and toilet rooms in a multiple dwelling.
- 1502 (2) Location. Toilet rooms and bathrooms serving hotel units, rooming  
 1503 units or dormitory units or housekeeping units, shall have access by  
 1504 traversing a maximum of one flight of stairs and shall have access  
 1505 from a common hall or passageway.
- 1506 (3) Location of employee toilet facilities. Toilet facilities shall have  
 1507 access from within the employees' working area. The required toilet  
 1508 facilities shall be located a maximum of one story above or below the  
 1509 employees' working area and the path of travel to such facilities shall  
 1510 not exceed a distance of 500 feet (152 m). Employee facilities shall  
 1511 either be separate facilities or combined employee and public facilities.
- 1512 Exception: Facilities that are required for employees in storage  
 1513 structures or kiosks, which are located in adjacent structures under the  
 1514 same ownership, lease or control, shall not exceed a travel distance of  
 1515 500 feet (152 m) from the employees' regular working area to the  
 1516 facilities.
- 1517 (4) Floor surface. In other than dwelling units, every toilet room floor  
 1518 shall be maintained to be a smooth, hard, nonabsorbent surface to  
 1519 permit such floor to be easily kept in a clean and sanitary condition.

- 1520           (d) Plumbing Systems and Fixtures.
- 1521            (1) General. All plumbing fixtures shall be properly installed and  
1522               maintained in working order, and shall be kept free from obstructions,  
1523               leaks and defects and be capable of performing the function for which  
1524               such plumbing fixtures are designed. All plumbing fixtures shall be  
1525               maintained in a safe, sanitary and functional condition.
- 1526            (2) Fixture clearances. Plumbing fixtures shall have adequate clearances  
1527               for usage and cleaning.
- 1528            (3) Plumbing system hazards. Where it is found that a plumbing system  
1529               in a structure constitutes a hazard to the occupants or the structure by  
1530               reason of inadequate service, inadequate venting, cross connection,  
1531               backsiphonage, improper installation, deterioration or damage or for  
1532               similar reasons, the code official shall require the defects to be  
1533               corrected to eliminate the hazard.
- 1534           (e) Water System.
- 1535            (1) General. Every sink, lavatory, bathtub or shower, drinking fountain,  
1536               water closet or other plumbing fixture shall be properly connected to  
1537               either a public water system or to an approved private water system.  
1538               All kitchen sinks, lavatories, laundry facilities, bathtubs and showers  
1539               shall be supplied with hot or tempered and cold running water in  
1540               accordance with the *Florida Plumbing Code*.
- 1541            (2) Contamination. The water supply shall be maintained free from  
1542               contamination, and all water inlets for plumbing fixtures shall be  
1543               located above the flood-level rim of the fixture. Shampoo basin  
1544               faucets, janitor sink faucets and other hose bibs or faucets to which  
1545               hoses are attached and left in place, shall be protected by an approved  
1546               atmospheric-type vacuum breaker or an approved permanently  
1547               attached hose connection vacuum breaker.
- 1548            (3) Supply. The water supply system shall be installed and maintained to  
1549               provide a supply of water to plumbing fixtures, devices and  
1550               appurtenances in sufficient volume and at pressures adequate to enable  
1551               the fixtures to function properly, safely, and free from defects and  
1552               leaks.
- 1553            (4) Water heating facilities. Water heating facilities shall be properly  
1554               installed, maintained and capable of providing an adequate amount of  
1555               water to be drawn at every required sink, lavatory, bathtub, shower and  
1556               laundry facility at a minimum temperature of 110°F (43°C). A gas-  
1557               burning water heater shall not be located in any bathroom, toilet room,  
1558               bedroom or other occupied room normally kept closed, unless  
1559               adequate combustion air is provided. An approved combination  
1560               temperature and pressure-relief valve and relief valve discharge pipe  
1561               shall be properly installed and maintained on water heaters.
- 1562           (f) Sanitary Drainage System.

- 1563 (1) General. All plumbing fixtures shall be properly connected to either a  
1564 public sewer system or to an approved private sewage disposal system.
- 1565 (2) Maintenance. Every plumbing stack, vent, waste and sewer line shall  
1566 function properly and be kept free from obstructions, leaks and  
1567 defects.
- 1568 (3) Grease interceptors. Grease interceptors and automatic grease removal  
1569 devices shall be maintained in accordance with this code and the  
1570 manufacturer's installation instructions. Grease interceptors and  
1571 automatic grease removal devices shall be regularly serviced and  
1572 cleaned to prevent the discharge of oil, grease, and other substances  
1573 harmful or hazardous to the building drainage system, the public  
1574 sewer, the private sewage disposal system or the sewage treatment  
1575 plant or processes. All records of maintenance, cleaning and repairs  
1576 shall be available for inspection by the code official.

1577 (g) Storm Drainage.

- 1578 (1) General. Drainage of roofs and paved areas, yards and courts, and  
1579 other open areas on the premises shall not be discharged in a manner  
1580 that creates a public nuisance.

1581 Section 5.00.09.6. Mechanical and Electrical Requirements

1582 (a) General.

- 1583 (1) Scope. The provisions of this chapter shall govern the minimum  
1584 mechanical and electrical facilities and equipment to be provided.
- 1585 (2) Responsibility. The owner of the structure shall provide and maintain  
1586 mechanical and electrical facilities and equipment in compliance with  
1587 these requirements. A person shall not occupy as owner-occupant or  
1588 permit another person to occupy any premises which does not comply  
1589 with the requirements of this chapter.

1590 (b) Heating Facilities

- 1591 (1) Facilities required. Heating facilities shall be provided in structures as  
1592 required by this section.
- 1593 (2) Residential occupancies. Dwellings shall be provided with heating  
1594 facilities capable of maintaining a room temperature of 68°F (20°C) in  
1595 all habitable rooms, bathrooms and toilet rooms based on the winter  
1596 outdoor design temperature for the locality indicated in Appendix D of  
1597 the *Florida Plumbing Code*. Cooking appliances shall not be used, nor  
1598 shall portable unvented fuel-burning space heaters be used, as a means  
1599 to provide required heating.

1600 Exception: In areas where the average monthly temperature is above  
1601 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be  
1602 maintained.

- 1603 (3) Heat supply. Every owner and operator of any building who rents,

1604 leases or lets one or more dwelling units or sleeping units on terms,  
1605 either expressed or implied, to furnish heat to the occupants thereof  
1606 shall supply heat during the period from [DATE] to [DATE] to  
1607 maintain a minimum temperature of 68°F in all habitable rooms,  
1608 bathrooms and toilet rooms.

1609 Exceptions:

1610 a. When the outdoor temperature is below the winter outdoor design  
1611 temperature for the locality, maintenance of the minimum room  
1612 temperature shall not be required provided that the heating system  
1613 is operating at its full design capacity. The winter outdoor design  
1614 temperature for the locality shall be as indicated in Appendix D of  
1615 the Florida Plumbing Code.

1616 b. In areas where the average monthly temperature is above 30°F a  
1617 minimum temperature of 65°F shall be maintained.

1618 (4) Occupiable work spaces. Indoor occupiable work spaces shall be  
1619 supplied with heat to maintain a minimum temperature of 65°F during  
1620 the period the spaces are occupied.

1621 Exceptions:

1622 a. Processing, storage and operation areas that require cooling or  
1623 special temperature conditions.

1624 b. Areas in which persons are primarily engaged in vigorous physical  
1625 activities.

1626 (5) Room temperature measurement. The required room temperatures  
1627 shall be measured 3 feet above the floor near the center of the room  
1628 and 2 feet inward from the center of each exterior wall.

1629 (c) Mechanical Equipment.

1630 (1) Mechanical appliances. All mechanical appliances, fireplaces, solid  
1631 fuel-burning appliances, cooking appliances and water heating  
1632 appliances shall be properly installed and maintained in a safe working  
1633 condition, and shall be capable of performing the intended function.

1634 (2) Removal of combustion products. All fuel-burning equipment and  
1635 appliances shall be connected to an approved chimney or vent.

1636 Exception: Fuel-burning equipment and appliances which are labeled  
1637 for unvented operation.

1638 (3) Clearances. All required clearances to combustible materials shall be  
1639 maintained.

1640 (4) Safety controls. All safety controls for fuel-burning equipment shall  
1641 be maintained in effective operation.

1642 (5) Combustion air. A supply of air for complete combustion of the fuel  
1643 and for ventilation of the space containing the fuel-burning equipment

- 1644                                   shall be provided for the fuel-burning equipment.
- 1645                   (6) Energy conservation devices. Devices intended to reduce fuel  
1646                   consumption by attachment to a fuel-burning appliance, to the fuel  
1647                   supply line thereto, or to the vent outlet or vent piping therefrom, shall  
1648                   not be installed unless labeled for such purpose and the installation is  
1649                   specifically approved.
- 1650           (d) Electrical Facilities
- 1651                   (1) Facilities required. Every occupied building shall be provided with an  
1652                   electrical system in compliance with the requirements of this section  
1653                   and Section 500.09.6(e).
- 1654                   (2) Service. The size and usage of appliances and equipment shall serve  
1655                   as a basis for determining the need for additional facilities in  
1656                   accordance with NFPA 70. Dwelling units shall be served by a three-  
1657                   wire, 120/240 volt, single-phase electrical service having a minimum  
1658                   rating of 60 amperes.
- 1659                   (3) Electrical system hazards. Where it is found that the electrical system  
1660                   in a structure constitutes a hazard to the occupants or the structure by  
1661                   reason of inadequate service, improper fusing, insufficient receptacle  
1662                   and lighting outlets, improper wiring or installation, deterioration or  
1663                   damage, or for similar reasons, the code official shall require the  
1664                   defects to be corrected to eliminate the hazard.
- 1665                   a. Abatement of electrical hazards associated with water exposure.  
1666                   The provisions of this section shall govern the repair and  
1667                   replacement of electrical systems and equipment that have been  
1668                   exposed to water.
- 1669                   i. Electrical equipment. Electrical distribution equipment,  
1670                   motor circuits, power equipment, transformers, wire, cable,  
1671                   flexible cords, wiring devices, ground fault circuit  
1672                   interrupters, surge protectors, molded case circuit breakers,  
1673                   low-voltage fuses, luminaires, ballasts, motors and electronic  
1674                   control, signaling and communication equipment that have  
1675                   been exposed to water shall be replaced in accordance with  
1676                   the provisions of the *Florida Building Code*.
- 1677                   Exception: The following equipment shall be allowed to be  
1678                   repaired where an inspection report from the equipment  
1679                   manufacturer or approved manufacturer's representative  
1680                   indicates that the equipment has not sustained damage that  
1681                   requires replacement:
- 1682                   a. Enclosed switches, rated a maximum of 600 volts or less;  
1683                   b. Busway, rated a maximum of 600 volts;  
1684                   c. Panelboards, rated a maximum of 600 volts;

- 1685 d. Switchboards, rated a maximum of 600 volts;
- 1686 e. Fire pump controllers, rated a maximum of 600 volts;
- 1687 f. Manual and magnetic motor controllers;
- 1688 g. Motor control centers;
- 1689 h. Alternating current high-voltage circuit breakers;
- 1690 i. Low-voltage power circuit breakers;
- 1691 j. Protective relays, meters and current transformers;
- 1692 k. Low- and medium-voltage switchgear;
- 1693 l. Liquid-filled transformers;
- 1694 m. Cast-resin transformers;
- 1695 n. Wire or cable that is suitable for wet locations and whose
- 1696 ends have not been exposed to water;
- 1697 o. Wire or cable, not containing fillers, that is suitable for
- 1698 wet locations and whose ends have not been exposed to
- 1699 water;
- 1700 p. Luminaires that are listed as submersible;
- 1701 q. Motors;
- 1702 r. Electronic control, signaling and communication
- 1703 equipment.
- 1704 b. Abatement of electrical hazards associated with fire exposure. The
- 1705 provisions of this section shall govern the repair and replacement
- 1706 of electrical systems and equipment that have been exposed to fire.
- 1707 i. Electrical equipment. Electrical switches, receptacles and
- 1708 fixtures, including furnace, water heating, security system
- 1709 and power distribution circuits, that have been exposed to
- 1710 fire, shall be replaced in accordance with the provisions of
- 1711 the *Florida Building Code*.
- 1712 Exception: Electrical switches, receptacles and fixtures that
- 1713 shall be allowed to be repaired where an inspection report
- 1714 from the equipment manufacturer or approved
- 1715 manufacturer's representative indicates that the equipment
- 1716 has not sustained damage that requires replacement.
- 1717 (e) Electrical Equipment.
- 1718 (1) Installation. All electrical equipment, wiring and appliances shall be
- 1719 properly installed and maintained in a safe and approved manner.
- 1720 (2) Receptacles. Every habitable space in a dwelling shall contain at least
- 1721 two separate and remote receptacle outlets. Every laundry area shall
- 1722 contain at least one grounded-type receptacle or a receptacle with a

1723 ground fault circuit interrupter. Every bathroom shall contain at least  
1724 one receptacle. Any new bathroom receptacle outlet shall have ground  
1725 fault circuit interrupter protection. All receptacle outlets shall have the  
1726 appropriate faceplate cover for the location.

1727 (3) Luminaires. Every public hall, interior stairway, toilet room, kitchen,  
1728 bathroom, laundry room, boiler room and furnace room shall contain  
1729 at least one electric luminaire. Pool and spa luminaries over 15 V shall  
1730 have ground fault circuit interrupter protection.

1731 (4) Wiring. Flexible cords shall not be used for permanent wiring, or for  
1732 running through doors, windows, or cabinets, or concealed within  
1733 walls, floors, or ceilings.

1734 (f) Elevators, Escalators and Dumbwaiters.

1735 (1) General. Elevators, dumbwaiters and escalators shall be maintained in  
1736 compliance with ASME A17.1. The most current certificate of  
1737 inspection shall be on display at all times within the elevator or  
1738 attached to the escalator or dumbwaiter, be available for public  
1739 inspection in the office of the building operator or be posted in a  
1740 publicly conspicuous location approved by the code official. The  
1741 inspection and tests shall be performed at not less than the periodic  
1742 intervals listed in ASME A17.1, Appendix N, except where otherwise  
1743 specified by the authority having jurisdiction.

1744 (2) Elevators. In buildings equipped with passenger elevators, at least one  
1745 elevator shall be maintained in operation at all times when the building  
1746 is occupied.

1747 Exception: Buildings equipped with only one elevator shall be  
1748 permitted to have the elevator temporarily out of service for testing or  
1749 servicing.

1750 (g) Duct Systems

1751 (1) General. Duct systems shall be maintained free of obstructions and  
1752 shall be capable of performing the required function.

1753 Section 5.00.09.7. Fire Safety Requirements.

1754 (a) General.

1755 (1) Scope. The provisions of this chapter shall govern the minimum  
1756 conditions and standards for fire safety relating to structures and  
1757 exterior premises, including fire safety facilities and equipment to be  
1758 provided.

1759 (2) Responsibility. The owner of the premises shall provide and maintain  
1760 such fire safety facilities and equipment in compliance with these  
1761 requirements. A person shall not occupy as owner-occupant or permit  
1762 another person to occupy any premises that do not comply with the  
1763 requirements of this chapter.

- 1764           **(b) Means of Egress.**
- 1765           (1) General. A safe, continuous and unobstructed path of travel shall be  
1766           provided from any point in a building or structure to the public way.  
1767           Means of egress shall comply with the *Florida Fire Protection Code*.
- 1768           (2) Aisles. The required width of aisles in accordance with the *Florida*  
1769           *Fire Protection Code* shall be unobstructed.
- 1770           (3) Locked doors. All means of egress doors shall be readily openable  
1771           from the side from which egress is to be made without the need for  
1772           keys, special knowledge or effort, except where the door hardware  
1773           conforms to that permitted by the *Florida Building Code*.
- 1774           (4) Emergency escape openings. Required emergency escape openings  
1775           shall be maintained in accordance with the code in effect at the time of  
1776           construction, and the following. Required emergency escape and  
1777           rescue openings shall be operational from the inside of the room  
1778           without the use of keys or tools. Bars, grilles, grates or similar devices  
1779           are permitted to be placed over emergency escape and rescue openings  
1780           provided the minimum net clear opening size complies with the code  
1781           that was in effect at the time of construction and such devices shall be  
1782           releasable or removable from the inside without the use of a key, tool  
1783           or force greater than that which is required for normal operation of the  
1784           escape and rescue opening.
- 1785           **(c) Fire-Resistance Ratings.**
- 1786           (1) Fire-resistance-rated assemblies. The required fire-resistance rating of  
1787           fire-resistance-rated walls, fire stops, shaft enclosures, partitions and  
1788           floors shall be maintained.
- 1789           (2) Opening protectives. Required opening protectives shall be  
1790           maintained in an operative condition. All fire and smokestop doors  
1791           shall be maintained in operable condition. Fire doors and smoke  
1792           barrier doors shall not be blocked or obstructed or otherwise made  
1793           inoperable.
- 1794           **(d) Fire Protection Systems.**
- 1795           (1) General. All systems, devices and equipment to detect a fire, actuate  
1796           an alarm, or suppress or control a fire or any combination thereof shall  
1797           be maintained in an operable condition at all times in accordance with  
1798           the *Florida Fire Protection Code*.
- 1799           a. Automatic sprinkler systems. Inspection, testing and maintenance  
1800           of automatic sprinkler systems shall be in accordance with NFPA  
1801           25.
- 1802           (2) Smoke alarms. Single- or multiple-station smoke alarms shall be  
1803           installed and maintained in Group R or I-1 occupancies, regardless of  
1804           occupant load at all of the following locations:

- 1805 a. On the ceiling or wall outside of each separate sleeping area in the  
1806 immediate vicinity of bedrooms.
- 1807 b. In each room used for sleeping purposes.
- 1808 c. In each story within a dwelling unit, including basements and  
1809 cellars but not including crawl spaces and uninhabitable attics. In  
1810 dwelling units with split levels and without an  
1811 intervening door between the adjacent levels, a smoke alarm  
1812 installed on the upper level shall suffice for the adjacent lower  
1813 level provided that the lower level is less than one full story below  
1814 the upper level.

1815 Single- or multiple-station smoke alarms shall be installed in other  
1816 groups in accordance with the *Florida Fire Protection Code*.

- 1817 (3) Power source. In Group R or I-1 occupancies, single-station smoke  
1818 alarms shall receive their primary power from the building wiring  
1819 provided that such wiring is served from a commercial source and  
1820 shall be equipped with a battery backup. Smoke alarms shall emit a  
1821 signal when the batteries are low. Wiring shall be permanent and  
1822 without a disconnecting switch other than as required for overcurrent  
1823 protection.

1824 Exception: Smoke alarms are permitted to be solely battery operated in  
1825 buildings where no construction is taking place, buildings that are not  
1826 served from a commercial power source and in existing areas of  
1827 buildings undergoing alterations or repairs that do not result in the  
1828 removal of interior wall or ceiling finishes exposing the structure,  
1829 unless there is an attic, crawl space or basement available which could  
1830 provide access for building wiring without the removal of interior  
1831 finishes.

- 1832 (4) Interconnection. Where more than one smoke alarm is required to be  
1833 installed within an individual dwelling unit in Group R or I-1  
1834 occupancies, the smoke alarms shall be interconnected in such a  
1835 manner that the activation of one alarm will activate all of the alarms  
1836 in the individual unit. Physical interconnection of smoke alarms shall  
1837 not be required where listed wireless alarms are installed and all  
1838 alarms sound upon activation of one alarm. The alarm shall be clearly  
1839 audible in all bedrooms over background noise levels with all  
1840 intervening doors closed.

1841 Exceptions:

- 1842 a. Interconnection is not required in buildings which are not  
1843 undergoing alterations, repairs or construction of any kind.
- 1844 b. Smoke alarms in existing areas are not required to be  
1845 interconnected where alterations or repairs do not result in the  
1846 removal of interior wall or ceiling finishes exposing the structure,  
1847 unless there is an attic, crawl space or basement available which

1848 could provide access for interconnection without the removal of  
1849 interior finishes.

1850 Section 5.00.09.8. Boarding Standard.

1851 (a) General. All windows and doors shall be boarded in an approved manner to  
1852 prevent entry by unauthorized persons and shall be painted to correspond to  
1853 the color of the existing structure.

1854 (b) Materials.

1855 (1) Boarding sheet material. Boarding sheet material shall be minimum  
1856 1/2-inch thick wood structural panels complying with the *Florida*  
1857 *Building Code.*

1858 (2) Boarding framing material. Boarding framing material shall be  
1859 minimum nominal 2-inch by 4-inch solid sawn lumber complying with  
1860 the *Florida Building Code.*

1861 (3) Boarding fasteners. Boarding fasteners shall be minimum 3/8-inch  
1862 diameter carriage bolts of such a length as required to penetrate the  
1863 assembly and as required to adequately attach the washers and nuts.  
1864 Washers and nuts shall comply with the *Florida Building Code.*

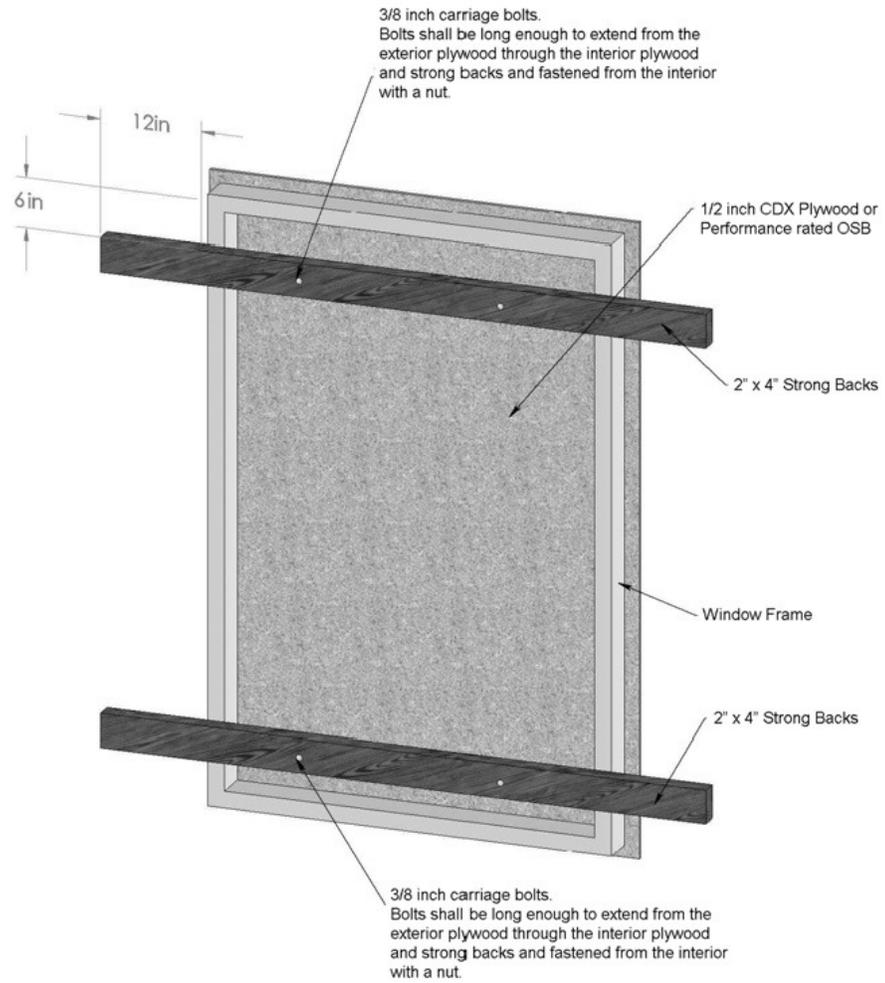
1865 (c) Installation.

1866 (1) Boarding installation. The boarding installation shall be in accordance  
1867 with Figures 5.00.09.8(c)(1)a and 5.00.09.8(c)(1)b and Sections  
1868 5.00.09.8(c)(2) through 5.00.09.8(c)(5).

1869

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Figure 5.00.09.8(c)(1)a Boarding of Door or Window

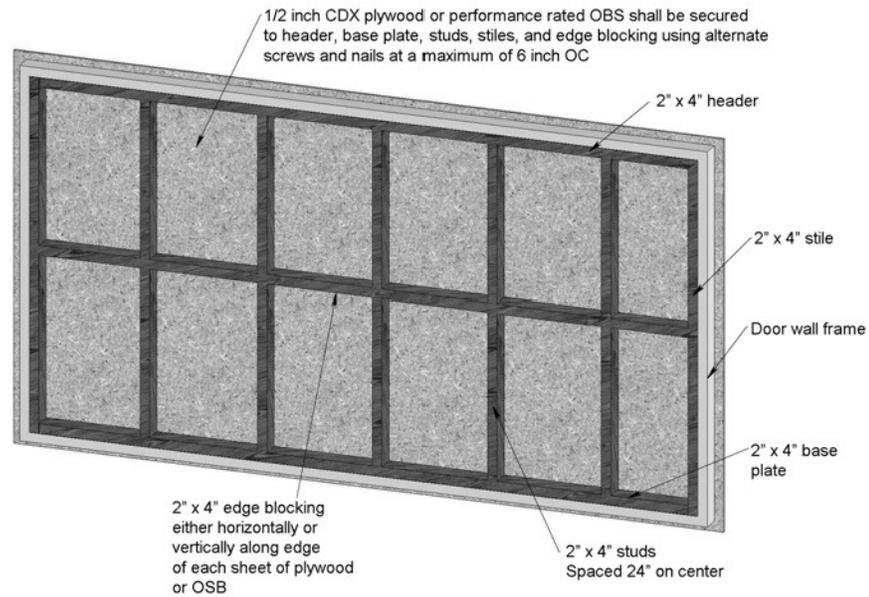


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Figure 5.00.09.8(c)(1)b Boarding of Door Wall



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(2) Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

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(3) Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch strong back framing material shall be cut minimum 2 inches wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

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(4) Door walls. The door opening shall be framed with minimum 2-inch by 4-inch framing material secured at the entire perimeter and vertical members at a maximum of 24 inches on center. Blocking shall also be secured at a maximum of 48 inches on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches on center.

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(5) Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved manner.

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Secs. 5.00.910—5.00.20. - Reserved.

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**SECTION FIVE. Codification.** It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is

1900 granted broad and liberal authority in codifying the provisions of this Ordinance.  
1901 **SECTION SIX. Conflicts.** In any case where a provision of this Ordinance is found to  
1902 be in conflict with provisions of any other ordinance of this City, the conflicting  
1903 provisions of the previous ordinance shall be repealed and superseded by this Ordinance.  
1904 **SECTION SEVEN. Effective date.** This Ordinance shall take effect immediately upon  
1905 adoption as provided by the Charter of the City of Flagler Beach.  
1906  
1907 PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.  
1908  
1909 PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.  
1910  
1911  
1912 CITY OF FLAGLER BEACH, FLORIDA  
1913 CITY COMMISSION  
1914  
1915  
1916 \_\_\_\_\_  
1917 Linda Provencher, Mayor  
1918 ATTEST:  
1919 \_\_\_\_\_  
1920 Penny Overstreet, City Clerk  
1921  
1922