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ORDINANCE NUMBER 01-02

STREET NAMING AND NUMBERING ORDINANCE

AN ORDINANCE ESTABLISHING A UNIFORM PROPERTY NUMBERING SYSTEM IN LIBERTY COUNTY; PROVIDING FOR DEFINITION; PROVIDING FOR STREET NAMES AND NUMBER CHANGES; PROVIDING STANDARDS FOR NUMBERING; PROVIDING FOR THE ASSIGNMENT OF STREET NUMBERS AND ADMINISTRATION OF THE SYSTEM; PROVIDING FOR THE ASSIGNMENT OF NEW BUILDING NUMBERS AND NOTIFICATION TO THE AFFECTED RESIDENTS AND BUSINESSES; PROVIDING FOR POSTING OF BUILDING NUMBERS; PROVIDING FOR ESTABLISHMENT OF FEES FOR ADDRESSING APPLICATIONS; PROVIDING FOR PENALTIES; CONFIDENTIALITY OF RECORDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, there is no uniformity in the building numbers used in Liberty County, and

WHEREAS, The United States Postal Service has acknowledged the general acceptance of locational addressing systems nationally; and

WHEREAS, the lack of uniformity of building numbers and duplication of street names has high potential for contributing to delays in providing emergency services; and

WHEREAS, The Board of County Commissioners has determined it is in the best interest of the public health, safety, and well being of the citizens of Liberty

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County to establish and implement a uniform street naming and numbering system in Liberty County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Liberty County, Florida as follows:

SECTION 1. SHORT TITLE AND AUTHORITY

This ordinance shall be known as the Street Naming and Numbering Ordinance and is adopted under the authority of Florida Statutes, chapters 125 and 336.

SECTION 2. DEFINITIONS

For the purpose of this Ordinance the following terms, phrases, words, and their derivatives shall have the meaning given herein, unless their use in context clearly indicates otherwise.

- A. **“Accessory Building”** – means a building which is clearly incidental or subordinate to and customarily utilized in connection with a principal building located on the same lot.
- B. **“Principal Building”** – means any structure which is designed, built, or used for the support, enclosure, shelter, or protection of persons, and is also referred to as a “house”, “home”, or “residence”. However on property where there is no principal building as aforesaid for a “house”, “home”, or “residence”, then, in that event, “principal building” shall mean any structure which is designed, built, or used for the support, enclosure, shelter, or protection of animals, chattels, or property of any kind for any agriculture, commercial, or industrial purpose.
- C. **“Building Front”** – means that area of a building which faces the public or private way pursuant to which the building is numbered.
- D. **“Grid System”** – means a series of designated North/South parallel lines intersecting a second set of East/West parallel lines within a one square mile area. The Grid System for Liberty County will be established starting at the Northwest corner.
- E. **“Numbering System”** – means a uniform method of assigning and coordinating the addresses of buildings and properties based on a designated grid system.
- F. **“Occupant”** – means any person, firm entity, partnership, trust, corporation, association, or other organization that is occupying or

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leasing a building or other property for a period that exceeds thirty (30) days.

- G. **"Owner"** – means any and all persons, firms, entities, partnerships, trusts, corporations, associations, or other organizations owning the fee title to, or having an individual interest in any building or property, which is subject to the provisions of this Ordinance.
- H. **"Private Way"** – Means any officially named thoroughfare used for vehicular traffic which is not in the definition of "public way" and which is not maintained by Liberty County. This term shall include, but is not limited to roadways or driveways in apartment, condominium, or industrial complexes, which have been named and in which signs have been placed.
- I. **"Public Way"** – means that area of an officially named public road or right-of-way, either paved or unpaved, which is intended for vehicular traffic, excluding service entrances and driveways.

SECTION 3. STREET NAMES AND NAME CHANGES

All public ways within the County shall have County approved names.
All private thoroughfares may have a county approved name.
Any road, public or private, with two or more "principal buildings", shall be named.

- A. Street and road names existing on the date of adoption of this ordinance will cease to be recognized unless approved by the Board. Within the County, all existing State and County Highways shall retain their existing Highway number. Within the City of Bristol, all named streets may retain their current street names.
- B. Adoption or sanction of a road name, or the subsequent posting of any sign, is not to be construed that public maintenance of a private road is mandated.
- C. Liberty County shall create a quadrant system which shall originate at the center of the county and have the following sections: Northeast, Northwest, Southeast, and Southwest.
- D. All new roads, public and private, shall be named according to the current policies of the Liberty County Board of County Commissioners. Each road shall be presented to the Board for discussion, advertised for two weeks in the local paper, brought back before the Board in a public hearing for discussion or comment, then approved by a majority of the Board.

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SECTION 4. BUILDING NUMBERING SYSTEM ESTABLISHED

- A. A Uniform system of numbering buildings identified by the title, "Numbering System" is hereby established. The Board of County Commissioners will be responsible for managing, coordinating, and maintaining the "Numbering System" administrative procedures for assigning numbers. The Numbering System will be as follows: From the point of origin looking at the increase of any given road, the numbers shall be even on the left, and odd on the right.
- B. Notice shall be in writing and delivered to the owner, occupant, or person in charge by (1) posting the notice in a conspicuous place on the building, (2) hand delivery, or (3) by certified mail. Such notice shall contain the new number(s) assigned, and direct the owner or the occupant to post the newly assigned number in accordance with Section 6 of this Ordinance. There shall be no charge for this service.
- C. Should any existing building have, exhibit, or be addressed by a number in conflict with the uniform "Numbering System" established in this section, notice shall be given to the owner, occupant, or person in charge whose building is in conflict.
- D. For new construction, the County may levy a fee or charge for review, number assignments, recording, keeping affected organizations advised, and other actual cost incurred in the number assignments process. The Board of County Commissioners by Resolution shall establish the fee.
- E. Liberty County 911 shall maintain the charge of street and house numbering, as well as general system maintenance.

SECTION 5. STANDARDS FOR NUMBERING

All principal buildings in Liberty County shall have its assigned building number properly displayed, whether or not mail is delivered to such building. Numbers need not be displayed on accessory buildings. Physical numbering shall conform to the following standards:

- A. Numbers must be clearly visible and legible from the public or private way on which building fronts, or on an above ground sign attached to a post or other object at the driveway, or both, with Arabic numerals not less than four inches (4") in height and one half inch (1/2") in width.
- B. Numbers must be in color contrasting to the building background, reflective material required.
- C. Where applicable, easily legible numbers shall also be affixed to the mailbox serving the building or house.

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- D. Assigned numbers shall be displayed on the front entrance of each principal building and, in the case of a principal building, when occupied by more than one business or family dwelling unit, on each separate front entrance.
- E. Any different numbers, which might be mistaken for or confused, with the numbers assigned in accordance with the "Numbering System" shall be removed upon proper display of the assigned number.

SECTION 6. PENALTY

- A. No building permit or any county service shall be issued for any principal building until the owner or developer has procured the official numbers for the premises and agrees to display the same in accordance with the requirements of the Ordinance upon completion of construction.
- B. Any person, firm, entity, partnership, trust, corporation, association, or other organization failing to comply with the provisions of this Ordinance within thirty (30) days of notification of an initial assignment of a building (address) number or a change of address may be fined up to \$250.00 for the first offense, and up to \$500.00 for a second offense. A third offense shall constitute a second-degree misdemeanor punishable as provided by general State law.

SECTION 7. UTILITY COMPANY COMPLIANCE

Following the implementation of this ordinance in Liberty County, all utility services regulated by the Florida Public Service Commission, or any utility cooperative service organization, shall withhold service from any building as far as practical until the owner, occupant, person in charge or other requesting party has furnished the utility with a valid structure number as prescribed by this ordinance.

SECTION 8. CONFIDENTIALITY OF RECORDS

Any record, recording or information or portions thereof obtained pursuant to this ordinance for the purpose of providing services in an emergency service or reporting an emergency by accessing an emergency telephone number "911" system, is confidential and exempt from the provisions of Section 119.07, (1) Florida Statutes, as amended, except that such record or information may be disclosed to a public safety agency. This exemption applies only to the name, address or telephone number of any person reporting an emergency while such information is in the custody of Liberty County or other public safety agency which received the initial "911" telephone call. This section shall be

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construed in accordance with Chapter 365, Florida Statutes, as may be amended from time to time.

SECTION 9. EFFECTIVE DATE and REPEALER

- A. This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgement from the Secretary of State that such ordinance has been filed with that office.
- B. All ordinances and parts of existing ordinances in conflict with this ordinance are repealed herewith.

The foregoing Ordinance was adopted by the Board of County Commissioners of Liberty County, Florida, this 5th day of April, 2001.

**BOARD OF COUNTY COMMISSIONERS
LIBERTY COUNTY, FLORIDA**

BY: _____

John T. Sander
Chairman

ATTEST: _____

Rupert Hiep
Clerk

(Seal)

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CASE NO.: 99-034-CA

JOINT STIPULATED AGREEMENT

This **SETTLEMENT AGREEMENT** is entered into by and between the Plaintiff, Alvin Jacobs and the Defendants, L.B. Arnold, John T. Sanders, Stafford S. Dawson, Sr., Curtis Anders, and Kenneth P. Green, and the Liberty County Board of County Commissioners ("County of Defendants") as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, on March 4, 1999, the Plaintiff filed a Complaint against Liberty County alleging that Liberty County was providing fill dirt to private road owners and using county personnel below the actual cost incurred by the County.

WHEREAS, the Plaintiff alleged that the Defendants were in violation of Article VII, Section 10 of the Florida Constitution, and Section 125.35 of the Florida Statutes.

WHEREAS, the Plaintiffs and the Defendants enter into this Settlement Agreement as an expression of their mutual intent to avoid further uncertainty and expense of litigation regarding this case.



NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES,

in the absence of which this Settlement Agreement would not be executed or delivered by the Plaintiffs or the Defendants, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the Plaintiffs and Defendants agree to settle all claims between these Parties as follows:

SETTLEMENT PROVISIONS

1. The Defendants will adopt a County Ordinance that will provide for the following:

A. The Liberty County Board of Commissioners finds that the furnishing of county road grading of private roads and providing of fill dirt serves a valid county purpose.

B. Liberty County shall have the authority to furnish fill dirt and provide use of a motor grader on county road grading of private roads where the owner of the private road pays for the actual costs incurred by the county for such service. These costs are incidental to the grading and maintaining of county roads.

C. Liberty County shall not repair or grade a private driveway or road nor shall it deliver fill dirt unless the County is paid for the actual costs of such service.

D. The actual cost for the County to provide one (1) load of fill dirt to be delivered to a resident of the County is twenty dollars and three cents (\$20.03).

E. The actual cost for the County to provide use of a motor grader for one (1) hour is seventeen dollars and sixty two cents (\$17.62).

F. Not less than once every five years the County shall review the

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costs outlined above to determine whether the costs are still consistent with the costs required of the County to provide such services. Costs shall increase if necessary to insure the County is fully compensated for providing these services.

DISMISSAL OF LITIGATION

2. Within ten (10) days of the County adopting the Ordinance, the Plaintiffs shall file a Notice of Dismissal with Prejudice in the above-entitled action.

MISCELLANEOUS

3. This Agreement has been approved by the governing political body of Liberty County and each signatory hereto represents their authority to execute this Agreement on behalf of Liberty County.

4. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provisions in question.

5. In the event suit is brought to resolve any dispute between the parties arising from this Agreement or enforce any provision of this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees, court costs, and litigation expenses, including all fees and costs of all experts, consultants, and other related out-of-court costs.

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6. This Agreement shall become effective immediately upon execution by the County, the Plaintiffs, and the individual defendants.

7. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

Alvin Jacobs
Alvin Jacobs

June 7, 2001
Date

Wilhoit Eubanks
Wilhoit Eubanks

June 7, 2001
Date

Hentz McClellan
Hentz McClellan, Attorney for Plaintiffs

6/7/2001
Date

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ATTESTED BY:

Robert Hill
Robert Hill, Clerk of Court

7-5-01
Date

John T. Sanders
John T. Sanders, Chairman

Kenneth P. Green
Kenneth P. Green

Stafford S. Dawson Sr.
Stafford S. Dawson, Sr.

Curtis D. Anders
Curtis Anders

L.B. Arnold
L.B. Arnold