
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

August 18, 2025 at 6:00 PM

Venue: City Hall

AGENDA

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Events Prior to Meeting - 5:00 PM Workshop - Proposed Housing Authority

Pledge of Allegiance

Invocation - Vice Mayor-Council Member Chevella Young

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.

Failure to abide by the rules of decorum will result in removal from the meeting.

Approval of Agenda

Proclamations - None

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later

than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

- [1.](#) Minutes - July 7, 2025 City Council Workshop
- [2.](#) Minutes - July 7, 2025 Regular Session
- [3.](#) City Council Resolution No. 2025-112 - A resolution of the City of Lake City, Florida, approving that certain Amendment to the Agreement between the City and Columbia County Senior Services, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City approving said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Amendment; directing the Mayor to execute and bind the City to said Amendment; repealing all prior resolutions in conflict; and providing an effective date.

Presentations - None

Quasi-judicial Hearings - None

Old Business - None

New BusinessOrdinances

- [4.](#) City Council Ordinance No. 2025-2323 (first reading) - An ordinance pertaining to buildings, building regulations, contracting, permitting, licensure and insurance within the City of Lake City; repealing existing provisions of City Code; establishing certain uniform codes; establishing permitting fees and requirements; establishing insurance requirements; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Adopt Ordinance No. 2025-2323 on first reading

Resolutions

- [5.](#) City Council Resolution No. 2025-099 - A resolution of the City of Lake City, Florida, approving that certain update to job position and description for Police Chief; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.
- [6.](#) City Council Resolution No. 2025-105 - A resolution of the City of Lake City, Florida, approving that certain Agreement between the City and Hawkins Water

Treatment Group, Inc, a Minnesota Corporation, to supply chemicals for the City's Water Treatment Plants; making certain findings of fact in support of the City approving said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.

7. City Council Resolution No. 2025-114 - A resolution of the City of Lake City, Florida, approving that certain staging area agreement between the City and Clay Electric Cooperative, Inc., a Florida not for profit corporation for acreage at the Lake City Gateway Airport to stage personnel and equipment during responses to natural disasters; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. Minutes - July 7, 2025 City Council Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on July 7, 2025, beginning at 5:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

CALL TO ORDER

ROLL CALL

Mayor/Council Member
City Council

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

At the Mayor's request, City Manager Don Rosenthal provided a summation of the structural issues at the Lake City Woman's Club Building. He reported staff hired multiple contractors to inspect the building along with the City's Building Official, who concluded it would cost at least \$200K to repair.

PUBLIC PARTICIPATION – PUBLIC COMMENTS

- Debbie Griffin
- Josh Sparks
- Marilyn Hamm
- Linda Nettles
- Lewis Archer

ITEMS FOR DISCUSSION

1. Lake City Woman's Club Building (Mayor Noah Walker)

Members expressed support for saving the building and concurred to work toward conveying the deed back to the Women's Club so they could take action to preserve the building in a timely manner.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 5:56 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. Minutes - July 7, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on July 7, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM Council Workshop – Lake City Woman’s Club

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor/Council Member Noah Walker

ROLL CALL

Mayor/Council Member
City Council

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

APPROVAL OF AGENDA

Ms. Young requested Item #16 be heard prior to Item #12. **Mr. Carter made a motion to approve the agenda as amended. Ms. Harris seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Erica Winsberg

APPROVAL OF CONSENT AGENDA

1. Minutes - May 5, 2025 Regular Session
2. Minutes - May 19, 2025 Regular Session
3. Minutes - June 2, 2025 Regular Session
4. Minutes - June 16, 2025 Regular Session
5. City Council Resolution No. 2025-089 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request For Proposal Number 016-2025 for debris management and removal; accepting the proposal from Disaster Program & Operations, Inc., a Florida Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the

Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

6. City Council Resolution No. 2025-090 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request For Proposal Number 017-2025 for emergency debris monitoring services; accepting the bid from DebrisTech LLC, a Foreign Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2025-093 - A resolution of the City Council of the City of Lake City, Florida, declaring certain personal property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code; making certain findings of fact in support of the City selling or disposing of said property and authorizing the City Manager to remove such surplus property when sold or disposed of from the fixed assets of the City; repealing all prior resolutions in conflict; and providing an effective date.
8. City Council Resolution No. 2025-094 - A resolution of the City of Lake City, Florida, approving the retirement and transfer of ownership of Police Service Dog K-9 Rugar to his handler, Corporal Gary Borchardt; making certain findings of fact in support of the City approving said transfer; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said K-9 Rugar; repealing all prior resolutions in conflict; and providing an effective date.
9. City Council Resolution No. 2025-096 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with RollKall Technologies, LLC, a Delaware Limited Liability Company for a license for a web-based application providing administrative and operational management services to the Lake City Police Department in connection with such department's off-duty officer programs and activities; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS

10. Brendan McKitrick, CPA, James Moore & Co., Annual Audit for the Year Ended September 30, 2024

Mr. McKitrick presented members with the annual audit for the year ended September 30, 2024.

NEW BUSINESS

Ordinances

11. City Council Ordinance No. 2025-2326 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Section 70-127, Paragraph (b) of the City of Lake City Code of Ordinances to add the Conclusive Cancer Presumption Provisions of Florida Statute, as established by Section 112.1816, FLA. STAT.; providing for inclusion in the Code of Ordinances; providing for severability; providing for conflicts; and providing for an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2326 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

At this time, Item #16 was heard

16. Discussion and possible action: Use of City facilities by persons and organizations not affiliated with the City (Vice Mayor/Council Member Chevella Young)

Ms. Young expressed her concerns with persons and organizations not affiliated with the City, using City facilities.

Resolution

12. City Council Resolution No. 2025-095 - A resolution of the City of Lake City, Florida, establishing support for a "makerspace" - a physical workspace equipped with tools and resources to facilitate hands-on learning, creation, and innovation for students of all ages to design, experiment, and invent for the purpose of workforce development and inspired learning; making findings of fact in support thereof; identifying a site to be made available for a privately managed makerspace; directing the City Manager to solicit proposals from interested charitable non-profit organizations and public/governmental organizations to privately utilize such site for a makerspace for educational and workforce development purposes; directing the City Manager to include reasonable and prudent guidelines for respondents to said solicitation; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT – Erika Mayo, Shawn Holmgren

Mayor Walker spoke in support of a makers space and workforce development.

At this time, members took a recess from 7:14 PM until 7:20 PM.

Mr. Carter spoke in support of the concept of a makers space and stated for the record the decision made regarding the use of city facilities prior, was made by council comprised of different people.

Ms. Young spoke in support of a makers space, but against it being held at City Hall.

Mr. Carter reported it would be desirable to have as many City Departments as possible in City Hall.

Ms. Young suggested the topic of City Hall be placed on a future agenda.

Mr. Jernigan made a motion to table City Council Resolution No. 2025-095. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Carter	Nay
Mayor Walker	Nay

13. City Council Resolution No. 2025-097 - A resolution of the City of Lake City, Florida, approving Task Assignment Number Two (2) pursuant to the continuing contract with Gmuier Engineering, LLC, a Florida Limited Liability Company, to extend a water main along Leisure Drive and Wren Court into a residential area from the existing water main on State Road 247 at a not-to-exceed cost of \$19,500.00; making certain findings of fact in support of the City approving said Task Assignment; recognizing the authority of the Mayor to execute and bind the City to said Task Assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Assignment provided such changes do not increase the quoted price in the Task Assignment; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-097. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

Other Items

14. Discussion and Possible Action: Summer Game Night Sponsorship (Council Member Chevella Young)

Ms. Young proposed the idea of sponsoring a Summer Game Night at two locally owned arcades by providing vouchers for children between the ages of 13 to 15. She stated she would like to see the Boy Scouts be the first recipients.

PUBLIC COMMENT: Terell Kannady

Mayor Walker suggested utilizing the Mayors Matching Grant

Members concurred for staff to come back with action items on the next agenda.

15. Update and Discussion: The Council Meeting for August 4, 2025 has been cancelled due to a conflict with the Annual Airport Conference being held August 2nd through August 5th. A Special Called Council Meeting is scheduled for Thursday, August 7, 2025, at 6:00 PM. (Mayor Noah Walker)

Mayor Walker briefed members on the rescheduling of the August 4, 2025 Council Meeting.

Finance Director Angie Taylor Moore reported the TRIM schedule called for certain dates needed for the Fire Assessment and Budget Hearings.

16. Discussion and possible action: Use of City facilities by persons and organizations not affiliated with the City (Vice Mayor/Council Member Chevella Young)

This item was discussed prior to item #12.

COMMENTS BY:

City Manager Don Rosenthal – City Manager Rosenthal reported there would be a Special Meeting sometime in August to discuss the Housing Authority.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young clarified that she received a phone call informing her of a citizen at City Hall after hours.

Council Member Ricky Jernigan – Mr. Jernigan requested members keep in mind the everyday danger the Lake City Police and Fire Departments are in everyday, and commended department heads for working well together.

Council Member James Carter – Mr. Carter suggested a workshop be held after budget meetings to discuss procedures members want regarding discussion and possible action items and suggested creating a Recreation Coordinator position to help coordinate funds the City invests in recreation.

Ms. Young reported during a Joint City/County Meeting at Richardson Community Center it was discussed the County would donate \$100,000.00 a year, with the City also donating \$100,000.00 to recreation at Richardson.

City Clerk Audrey Sikes stated she would conduct research to find minutes regarding the topic.

Council Member Tammy Harris – Ms. Harris thanked all department heads who met her for lunch; reported taking water and Gatorade to City workers in the extreme heat; thanked City Clerk Audrey

Sikes for volunteering at the LAD Soup Kitchen; reported the success of her Town Hall Meeting; and asked Chief Butler provide an update on the officer shot in the line of duty. Chief Butler reported Officer Hardison was doing well and in physical therapy, with an anticipated return date of April 2026. Ms. Harris also thanked fellow members and staff for their contributions to improving Lake City.

Ms. Young also added she was impressed with the warmth displayed at the Customer Service building and reported she would like the same at City Hall.

Mayor Noah Walker – Mayor Walker provided cheers and accolades to Executive Director of Utilities Steve Brown and his team for getting the project of repaving Camp Street underway; reported a successful 4th of July event that was safe, fun, and clean, he commended Community Programs Director Terri Phillips, the Public Works Department, Police Department and Fire Department for their contributions to the event; announced Breakfast with the Chief would be at the Holiday Inn on July 15, 2025 at 6:00 PM, the upcoming Citizens Police Academy, and Coffee with a Cop on August 20, 2025 from 8:30 until 10:00 AM. He also thanked City Manager Rosenthal for being a great leader and reported he was pleased to read the City's audit.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 8:20 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

3. City Council Resolution No. 2025-112 - A resolution of the City of Lake City, Florida, approving that certain Amendment to the Agreement between the City and Columbia County Senior Services, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City approving said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Amendment; directing the Mayor to execute and bind the City to said Amendment; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 - 112

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY SENIOR SERVICES, INC., A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2024, the City of Lake City (the “City”) and Columbia County Senior Services, Inc., a Florida not for profit corporation (the “Recipient”) entered into an agreement in furtherance of the City’s participation in the Emergency Home Energy Assistance Program (the “Agreement”); and

WHEREAS, the City and Recipient mutually desire to amend the Agreement to include a statement requiring the energy vendor to provide documentation monthly, at minimum, to the recipient regarding receipt of benefits (the “Amended Agreement”); and

WHEREAS, adopting the terms of the Amended Agreement in the form of the Exhibit attached hereto is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the terms of the Amended Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amended Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Amended Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Amended Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this

resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2025

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COLUMBIA COUNTY SENIOR SERVICES, INC
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM
VENDOR PAYMENT AGREEMENT
WITH
CITY OF LAKE CITY
205 N. Marion Avenue
Lake City, FL 32025
(386) 752-1066

The undersigned home energy supplier hereby agrees to meet the following conditions to receive vendor payments from the Emergency Home Energy Assistance Program (EHEAP):

1. This agreement will begin on October 1, 2024, and will end on September 30, 2026. The Agreement will be reviewed/renewed no later than October 1, 2026.
(Must be at least every two years)
2. The Recipient agrees to provide the Vendor with a list of names and contact information for all agency personnel authorized to commit EHEAP funds. The Vendor will only accept payment commitment from authorized Recipient personnel. Changes (additions/deletions) to authorized personnel list must be approved in writing by the authorized Recipient representative.
3. The vendor agrees to provide the Recipient with a list of names and contact information of all Vendor representatives authorized to resolve the energy crisis.
4. The Recipient agrees to provide energy payments directly to the Vendor on behalf of the EHEAP eligible customer.
5. The Vendor assures that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provision of state law or public regulatory requirements.
6. The Vendor assures that eligible households on whose behalf an EHEAP vendor payment is received, either in the cost of goods supplied or the services provided, will not be discriminated against.
7. The Vendor understands that only energy related elements of the utility bill are to be paid with EHEAP funds. No water or sewage charges may be paid except if required by the Vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the customer or Recipient.

8. The Vendor understands that only direct costs of energy related elements of a utility bill are allowed. No charges that result from illegal activities such as bad checks or meter tampering will be paid with EHEAP funds. The Vendor is aware that such charges are the responsibility of the customer.
9. The Vendor understands that when the EHEAP benefit amount does not pay for the complete charges owed by the customer, that the customer is responsible for the remaining balance owed.
10. The Vendor agrees to assist the Recipient in verifying the EHEAP customer's account information and to make commitments to resolve any crisis situation. Subject to the Vendor's privacy requirements, the Vendor agrees to provide the Recipient with the following detailed account information: (1) current amount owed, (2) due date/disconnect dates and (3) amount necessary to resolve the crisis situation.
11. The Recipient agrees to provide payment to the Vendor within forty-five (45) days from the date of the crisis resolution.
12. This Vendor agreement will be signed by the Recipient and Vendor upper level management with authority to enter into such commitments.
13. If an EHEAP payment to the Vendor cannot be applied to a customer's account, the funds will be returned to the Recipient or with the Recipient's approval applied to another eligible customer's account.
14. The Vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <http://sunbiz.org/search.html>. The Vendor's name must also be verified against the Excluded Parties List System (EPLS) at <http://www.epls.gov>. The Recipient agrees to maintain documentation of verification that the business name of the Vendor on this agreement is the same as the legal business name on the State of Florida EPLA website.
15. An assurance that energy vendors are aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO.

DEO has made the following changes to FLORIDA LIHEAP Policy and Procedure Manual as follows: As per policy manual:

.05 Allowable Categories for Financial Assistance LIHEAP funding may be utilized to provide the following services:

- A. Utility Payments for heating /cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels; Information Memorandum Page 2 of 3 IM-19-01 LIHEAP Allowable Cost – Client Utility Bill
- B. Temporary Emergency Shelter (if needed due to energy related crisis);
- C. Payment to landlords (when utility costs are included in rent);
- D. Repairs or replacements to heating /cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor);
- E. Deposits to connect or restore energy;
- F. Late fees, disconnect and reconnect fees;
- G. Charges from a previous account held by the Applicant that is now closed;
- H. Blankets and fans.
- I. Taxes and fees associated with the Client Utility Bill towards the energy portion. In some cases, where the utility vendor combines all other fees and taxed which also includes non-home energy services, such taxes and fees can be paid through LIHEAP funds.
- J. Other allowable payments are those incidental to the start-up of service including reasonable connection or re-connection fees, delivery fees, deposits, and other fees related to the start-up of service.

06. Unallowable Categories for Financial Assistance LIHEAP funding may not be utilized to provide the following services:

- A. Water, Sewer and Garbage charges are not covered as part of the utility bill of the household;
However, the LIHEAP policy does allow exception when water is used for air conditioning, i.e. an evaporated cooler.

- B. Charges resulting from meter-tampering;
- C. Charges resulting from returned checks; and Information Memorandum Page 3 of 3
IM—19-01 LIHEAP Allowable Cost – Client Utility Bill
- D. Other charges that are not energy-related and are not required as part of the energy
portion of the bill to keep power to household.

RECIPIENT:

Columbia County Senior Services, Inc
P.O. Box 1772
Lake City, FL 32056

BY: _____
(Signature)

(Name and Title)

(Date)

VENDOR:

City of Lake City
205 N. Marion Ave.
Lake City, FL 32025

BY: 
(Signature)

Don Rosenthal City Manager
(Name and Title)

10-16-2024
(Date)

**Columbia County Senior Services
Amendment**

This AMENDMENT entered into by Columbia County Senior Services (recipient) and City of Lake City (vendor), amends the current contract.

The purpose of this amendment is to add in a statement that the energy vendor will provide documentation at minimum monthly to the recipient to demonstrate that LIHEAP benefits were delivered, the date of the benefit delivery, and the cost of these benefits.

All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All Provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement. This amendment and all of its attachments are hereby made a part of this contract.

IN WITNESS THEREOF, the parties hereto have caused this amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of the contract as amended. This amendment shall be effective on the last date that the amendment has been signed by both parties.

City of Lake City

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Columbia County Senior Services

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

File Attachments for Item:

4. City Council Ordinance No. 2025-2323 (first reading) - An ordinance pertaining to buildings, building regulations, contracting, permitting, licensure and insurance within the City of Lake City; repealing existing provisions of City Code; establishing certain uniform codes; establishing permitting fees and requirements; establishing insurance requirements; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Adopt Ordinance No. 2025-2323 on first reading

MEETING DATE
08/18/25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Ord. 2025-2323

DEPT / OFFICE: Growth Management

Originator: Scott Thomason		
City Manager Don Rosenthal	Department Director Scott Thomason	Date 08/12/25
Recommended Action: Approval on first reading		
Summary Explanation & Background: In January of 2025 Ordinance 2025-2301 was approved. 2301 was an updated to permit fees that had not been addressed since 2007. The adoption of these fees have caused issues that were immediately known. Implementation was held off until March in an attempt to try and right the wrongs. New fees were drafted and brought before the board and the item was tabled. I don't believe the council was truly aware of the issues 2301 caused and the issues facing staff. 25-2323 provides a remedy that the vast majority of our customers support. The new fees are mostly based on flat rates and based on actual costs incurred. Our customers want an easy fee structure that allows them to promptly determine their costs, and this is what we have provided. The fees that are not flat rate are based on the preferred method of the International Code Council. These are value based fees that take into account the different construction costs for types of construction and types of occupancy. These fees are used for both new commercial and residential construction and allows for easy annual by adjusting the multiplier. Over the past ten years I've implemented the same fee structure in two other local jurisdictions and have received nothing but positive feedback.		
Alternatives: None		
Source of Funds: NA		
Financial Impact: None		
Exhibits Attached: None		

CITY OF LAKE CITY, FLORIDA
ORDINANCE NUMBER 2025-2323

1 **AN ORDINANCE PERTAINING TO BUILDINGS, BUILDING REGULATIONS,**
2 **CONTRACTING, PERMITTING, LICENSURE AND INSURANCE WITHIN THE**
3 **CITY OF LAKE CITY; REPEALING EXISTING PROVISIONS OF CITY CODE;**
4 **ESTABLISHING CERTAIN UNIFORM CODES; ESTABLISHING PERMITTING**
5 **FEES AND REQUIREMENTS; ESTABLISHING INSURANCE REQUIREMENTS;**
6 **REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY;**
7 **AND PROVIDING FOR AN EFFECTIVE DATE**

8 **WHEREAS**, the City of Lake City (the “City”) exercises regulatory authority over the construction
9 of buildings and conveyances, the improvements and alterations thereto, and the contractors
10 performing such work in the City (the “Regulatory Function”); and

11 **WHEREAS**, to perform its Regulatory Function, the City must adopt certain uniform codes setting
12 forth standards applicable to the construction of buildings and conveyances, the improvements
13 and alterations thereto, and the contractors performing such work in the City (the “Adopted
14 Codes”); and

15 **WHEREAS**, the City provides certain services in performing its Regulatory Function and in the
16 application of the Adopted Codes; and

17 **WHEREAS**, the Adopted Codes must be updated from time to time to comply with statutory and
18 regulatory requirements of the State of Florida; and

19 **WHEREAS**, the current permitting rates and charges for permitting services are not adequate to
20 cover the cost of providing such services; and

21 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
22 necessary and in the interest of prudent management of public assets and business affairs to
23 update its Adopted Codes and amend its rates and charges to perform the City’s Regulatory
24 Function in order to equitably and adequately fund the cost of such essential services; now,
25 therefore

26 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

SECTION 1. REPEAL OF CHAPTER 22, ARTICLES I THROUGH VI, CITY OF LAKE CITY CODE OF ORDINANCES

Chapter 22, Articles I through VI, City of Lake City Code of Ordinances and Ordinance 2025-2301 are each repealed in their entirety.

SECTION 2. BUILDINGS AND BUILDING REGULATIONS – CONTRACTING, PERMITTING, LICENSURE AND INSURANCE

Chapter 22, Articles I through VI, City of Lake City Code of Ordinances shall read and provide as follows:

CHAPTER 22 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. CONTRACTING GENERALLY

Sec. 22-1. Compliance requirement.

Except as otherwise provided for in the City of Lake City Code of Ordinances, any owner, authorized agent, or contractor, who desires to construct, enlarge, alter, repair, remove, demolish, or change the occupancy or occupant content of a building, structure, or facility, or any outside area being used as part of the building's designated occupancy (single or mixed) or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this Code of Ordinances, or to cause any work to be done, shall first make application to the building official and obtain the required permit for such work and to comply with all of the provisions, requirements and conditions provided for in this chapter.

Sec. 22-2. Purpose and Proof of Insurance.

It is hereby declared to be the public policy of the city that, in order to safeguard the life, health, property, and public welfare of its citizens, the business of construction and home improvement is a matter affecting the public interest. Any person desiring to engage in the business of construction and home improvement within the corporate limits of the city shall be required to provide a copy of their State of Florida contractor license, a certificate of insurance evidencing such person's worker's compensation insurance or a current State of Florida exemption certificate exempting such person from worker's compensation insurance requirements; and a certificate of insurance evidencing such person as

the named insured pursuant to a policy of general liability insurance. All certificates of insurance shall name the City of Lake City as the certificate holder.

Sec. 22-3. Adoption of Codes.

(a) The following codes are adopted by the city for the applications associated therewith:

- (1) The Florida Building Code Eighth Edition (2023) as updated by the Florida Building Commission on June 20, 2023, and adopted by Rule 61G20-1.001, Florida Administrative Code, as amended herein, is hereby adopted as the building code of the City of Lake City, Florida. The adopted version of the building code, as fully set forth in Sec. 22-5, hereof, may be cited to as the Lake City Building Code, Eighth Edition. All references to the "Building Code" within the Lake City's City Code of Ordinances, and within ordinances and resolutions of the City Council, shall be construed as referring to the building code adopted by this section.

The provisions of the Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures, or facilities.

- (2) The most recently adopted edition of the National Electrical Code, NEC 2020, adopted by the Florida Building Commission is hereby adopted as the Electrical Code of the City of Lake City. The adopted version of the referenced electrical code is hereby incorporated into this section as if fully set forth herein, and may be cited to as the Lake City Electrical Code, Eighth Edition. All references to the "Electrical Code" within this Code of Ordinances, and within ordinances and resolutions of the City Council, shall be construed as referring to the electrical code adopted by this section.

- (3) The Florida Fire Prevention Code, Rule 69A-60, inclusive of the National Fire Protection Association (NFPA), and NFPA 101, Life Safety Code, is hereby collectively adopted as the Fire Prevention Code of the City of Lake City. The adopted version of the fire prevention code is hereby incorporated into this section as if fully set forth herein, and may be cited to as the Lake City Fire Prevention Code, Eighth Edition. All references to

the "Fire Prevention Code" within this Code of Ordinances, and within ordinances and resolutions of the City Council, shall be construed as referring to the fire prevention code adopted by this section.

- (3) The 2024 International Property Maintenance Code, is hereby adopted as the Property Maintenance Code of the City of Lake City. The adopted version of the property maintenance code is hereby incorporated into this section as if fully set forth herein, and may be cited to as the Lake City Property Maintenance Code, Eighth Edition. All references to the "Property Maintenance Code" within this Code of Ordinances, and within ordinances and resolutions of the City Council, shall be construed as referring to the property maintenance code adopted by this section.

- (b) Copies of the Building Code, the Electrical Code, and the Fire Prevention Code shall be available for public use, inspection, or examination, within the city department administering the city's building permitting and inspection program.

Sec. 22-4. Payment of construction permit fees; reinspection fees.

- (a) Permitting and Permitting Fees Required.

- (1) Except as otherwise provided for in this Code of Ordinances, any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy or occupant content of a building, structure, or facility, or any outside area being used as part of the building's designated occupancy (single or mixed) or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this Code of Ordinances, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work, and in addition to any other fees provided in this Code of Ordinances, to pay a construction permit fee to the city computed on the square footage of conditioned and unconditioned floor area of the building, structure, or facility as provided herein.

- (2) All fees are non-refundable.

- (b) Schedule Of Permitting Fees

- (1) Schedule of permitting fees: The following fee schedule shall be used in determining building permit fees based on construction conditioned and

127 unconditioned floor area, in addition to any other permit fee listed
128 herein.

(2) Administration Fees

129 Change of Contractor..... **\$50.00**

130 Modification of Plans.....**\$25.00 per page**

131 Commercial Temporary Certificate of
132 Occupancy (Limited to 30 days) **\$150.00**

133 Residential Temporary Certificate of
134 Occupancy (Limited to 30 days) **\$75.00**

135 Commercial Permit Extension
136 (Limited to 90 days) **\$125.00**

137 Residential Permit Extension
138 (Limited to 90 days) **\$75.00**

139 Replace Building Permit Card **\$15.00**

140 Research Fees for Permits,
141 Violations, Records and Liens

142 • Within last 3 years **\$15.00**

143 • Between 3 and 10 years..... **\$25.00**

144 • Older than 10 years..... **\$35.00**

145 (3) Cancellation of Building Permit

146 Permit may be cancelled within 30 days following issuance provided
147 construction has not started.

148 (4) Refunds

149 There should be no refunds for permits and/or plan reviews once the
150 permit is issued.

151 (5) Technology Fee:

152 RESERVED

153 (6) State of Florida Permit Surcharge:

154 All permits shall have a two and one-half percent (2.5%) surcharge added
155 to each permit as required by Florida Statute 553. (1.5% for Department

156 of Business and Professional Regulation and 1% for Building Code
157 Administrators and Inspector Board)

158 (7) Commercial Permit

159 All fees include plan review unless otherwise stated. All fees that are flat
160 rate have the 1.5% DBPR and 1% BCAIB fees calculated in. Building Permit
161 fees are not inclusive of other departmental fees.

162 Commercial New Construction and Additions **\$500 minimum**
163 *Permit Fees to be calculated via the*
164 *International Code Council's (ICC)*
165 *preferred method. Valuation based on*
166 *most current ICC building valuation data*
167 *and using a multiplier of .012 plus DBPR &*
168 *BCAIB.*

169 Commercial Build-Out and Renovations **\$250 minimum**
170 *Permit Fees to be calculated via the*
171 *International Code Council's (ICC)*
172 *preferred method. Valuation based on*
173 *most current ICC building valuation data*
174 *and using a multiplier of .009 plus DBPR &*
175 *BCAIB.*

176 Commercial Pre-Application Plan Review **\$500.00**
177 *Plan review completed prior to*
178 *submission of building permit application*
179 *by a licensed contractor. This service is for*
180 *building department review only and is*
181 *provided as a courtesy and is non-*
182 *refundable.*

183 Commercial Early Start with Deferred Submittals..... **\$400.00**
184 *Permit issued and allowance to work up*
185 *to equal to the reviewed submittals. This*
186 *is at the discretion of the building official.*

187	Temporary Buildings:	
188	Temporary Jobsite Office.....	\$129.00
189	<i>Includes one inspection to include set-up,</i>	
190	<i>electrical release, waste and water</i>	
191	<i>inspection.</i>	
192	Commercial Temporary Structure – Misc.	\$129.00
193	Roof Repairs and Replacements:	
194	Commercial Re-Roof.....	\$249.00 minimum
195		<i>Or the higher of at \$0.13</i>
196		<i>per square ft</i>
197	Commercial Roof-Over	\$349.00 minimum
198		<i>Or the higher of at \$0.13</i>
199		<i>per square ft</i>
200	Commercial Roof Repairs Over	
201	100 sq. ft, less than 25% of roof.	\$159.00
202	Mechanical:	
203	Commercial Mechanical Change-out - <i>per unit</i>	\$159.00
204	Commercial Fuel Gas Install –.....	\$249.00
205	(Does not Include utility fees)	
206	Commercial HVAC – Misc.	\$159.00 minimum
207		<i>Or the stated valuation</i>
208		<i>using a multiplier of .008</i>
209		<i>plus DBPR & BCAIB</i>
210	Commercial Hood System (Does not Include Fire Permit).....	\$249.00
211	Electrical:	
212	Commercial Temporary Electric (Does not include utility fees)....	\$129.00
213	Commercial Panel/Service Replacement (per unit)	\$159.00
214	Commercial Generator	\$249.00
215	Commercial Low Voltage (Not fire alarm).....	\$189.00
216	Electrical Compliance.....	\$129.00

217	Commercial New Electrical Service	\$159.00
218	Commercial Electric Vehicle Charging System	\$359.00
219	Commercial Electric – Misc.	\$159.00 minimum
220		<i>Or the stated valuation</i>
221		<i>using a multiplier of .008</i>
222		<i>plus DBPR & BCAIB</i>
223	Solar:	
224	Commercial Solar System	\$279.00 minimum
225		<i>Or the stated valuation</i>
226		<i>using a multiplier of .008</i>
227		<i>plus DBPR & BCAIB</i>
228	Commercial Solar Water Heater	\$189.00
229	Plumbing:	
230	Commercial Water Service	\$129.00
231	Commercial Sewer	\$129.00
232	Backflow Prevention Device	\$129.00
233	Commercial Water Heater	\$159.00
234	Commercial Re-pipe	\$129.00 minimum
235		<i>Or the stated valuation</i>
236		<i>using a multiplier of .008</i>
237		<i>plus DBPR & BCAIB</i>
238	Commercial Plumbing – Misc.	\$159.00 minimum
239		<i>Or the stated valuation</i>
240		<i>using a multiplier of .008</i>
241		<i>plus DBPR & BCAIB</i>
242	Commercial Irrigation	\$159.00
243	Swimming Pools:	
244	In-ground – Concrete	\$829.00
245	Pump or Heater Replacement	\$159.00
246	Spa/Hot Tub – In-ground	\$489.00

247	Spa/Hot Tub – Above-Ground	\$249.00
248	Accessory Structures:	
249	Commercial Accessory Structure (Site-Built).....	\$200 minimum
250	<i>Permit Fees to be calculated via the</i>	
251	<i>International Code Council’s (ICC)</i>	
252	<i>preferred method. Valuation based on</i>	
253	<i>most current ICC building valuation data</i>	
254	<i>and using a multiplier of .009.</i>	
255	Commercial Accessory Structure – Manufactured.....	\$189.00
256	Concrete Flatwork	\$159.00
257	Retaining Wall.....	\$159.00
258	Porch or Deck.....	\$189.00
259	Covered Porch or Deck	\$249.00
260	Pole Barn – Non-Ag Exempt.....	\$249.00
261	Accessory Structure – Pre-Fab Misc.	\$159.00 minimum
262		<i>Or the stated valuation</i>
263		<i>using a multiplier of .008</i>
264		<i>plus DBPR & BCAIB</i>
265	Metal Carport – No Concrete	\$159.00
266	Demolition:	
267	Commercial Demolition – Interior	\$129.00
268	Commercial Demolition - Exterior	\$189.00
269	Signs:	
270	Sign Face Replacement	\$59.00
271	Wall Mount – 1 st sign	\$129.00
272	Wall Mount – Each Additional	\$89.00
273	Monument	\$189.00

274	Misc. Building:	
275	Commercial Moving of Structure	\$489.00
276	Commercial Modular Building DBPR Approved – Per section	\$279.00
277	Commercial Doors & Windows.....	\$159.00
278	Commercial Driveway/Access (Per site and driveway)	\$89.00
279	Dumpster Enclosure	\$89.00
280	<i>Dumpster enclosures must be enclosed on</i>	
281	<i>three sides with clearance determined by</i>	
282	<i>dumpster provider. Enclosure shall be a</i>	
283	<i>minimum 6 feet in height and be</i>	
284	<i>constructed of materials complimentary</i>	
285	<i>to primary structure.</i>	
286	Commercial Fence	\$75.00
287	Parking Lot Resurface/Replacement/Restriping	\$75.00
288	Additional Inspections:	
289	Commercial Re-inspection.....	\$85.00
290	Commercial After-Hours \$175.00 per hour with a minimum of two hours	
291	(8) Mobile Homes and Modular Residential Buildings	
292	Manufactured Homes:	
293	Manufactured Home	\$489.00
294	<i>Includes A/C and Electric with</i>	
295	<i>Subcontractors listed on Affidavit</i>	
296	Used MH Pre-Inspection – In City Limits	\$159.00
297	Used MH Pre-Inspection – Outside	\$859.00
298	<i>Includes up to 4 hours travel roundtrip.</i>	
299	<i>Travel time that results in more than 4</i>	
300	<i>hours will be calculated at time of</i>	
301	<i>application and be based on an additional</i>	
302	<i>\$185.00 an hour, plus mileage. Calculated</i>	
303	<i>roundtrip times in excess of 8 hours will be</i>	
304	<i>not be provided.</i>	

305	(9) Residential Permit	
306	Residential New	
307	Construction and Additions	<i>Permit Fees to be</i>
308		<i>calculated via the</i>
309		<i>International Code</i>
310		<i>Council's (ICC)</i>
311		<i>preferred method.</i>
312		<i>Valuation based on</i>
313		<i>most current ICC</i>
314		<i>building valuation data</i>
315		<i>and using a multiplier</i>
316		<i>of .008 plus DBPR &</i>
317		<i>BCAIB</i>
318	Residential Renovations	\$129.00 minimum
319		<i>Or the stated valuation</i>
320		<i>using a multiplier of</i>
321		<i>.00725 plus DBPR &</i>
322		<i>BCAIB</i>
323	Residential Doors and Windows.....	\$89.00
324	Residential Early Start with Deferred Submittals	\$200.00
325	<i>Permit issued and allowance to work up</i>	
326	<i>to equal to the reviewed submittals. This</i>	
327	<i>is at the discretion of the building official.</i>	
328	Roof Repairs and Replacements:	
329	Residential Re-Roof	\$159.00
330	Residential Roof-Over	\$189.00
331	Residential Roof Repairs	\$89.00
332	<i>(Over 100 sq. ft, less than 25% of roof)</i>	
333	Mechanical:	
334	Residential Mechanical Change-out.....	\$89.00
335		<i>per unit</i>
336	Residential Fuel Gas LP Install	\$89.00
337	<i>(Does not Include utility fees)</i>	

338	Residential HVAC – Misc.....	\$129.00
339	Electric:	
340	Residential Temporary Electric –	\$89.00
341	<i>(excluding utility fees)</i>	
342	Residential Panel/Service Replacement	\$129.00
343		<i>per unit</i>
344	Residential Generator	\$159.00
345	Residential Low Voltage.....	\$129.00
346	<i>(excluding fire alarm)</i>	
347	Electrical Compliance.....	\$59.00
348	Residential New Electrical Service	\$89.00
349	Residential Electric Vehicle Charging System	\$129.00
350	Residential Electric – Misc.	\$129.00 minimum
351		<i>Or the stated valuation</i>
352		<i>using a multiplier of</i>
353		<i>.00725 plus DBPR &</i>
354		<i>BCAIB</i>
355	Solar:	
356	Residential Solar System.....	\$189.00
357	Residential Solar Water Heater	\$89.00
358	Plumbing:	
359	Residential Water Service (in city)	\$59.00
360	Residential Sewer (in city)	\$59.00
361	Backflow Prevention Device (in city)	\$59.00
362	Residential Water Heater	\$89.00
363	Residential Re-pipe	\$129.00
364	Residential Plumbing – Misc.....	\$89.00
365	Residential Irrigation.....	\$89.00

366	Swimming Pools:	
367	Residential In-ground – Concrete	\$429.00
368	Residential In-ground – Fiberglass.....	\$359.00
369	Residential Above Ground Pool	\$59.00
370	Residential Pump or Heater Replacement	\$129.00
371	Residential Spa/Hot Tub – In-ground	\$279.00
372	Residential Spa/Hot Tub – Above Ground.....	\$89.00
373	Portable Pool or Hot Tub – Courtesy Safety Inspection	\$0.00
374	Misc Building:	
375	Residential Driveway/Access (Per site and driveway).....	\$59.00
376	Residential Fence	\$55.00
377	Moving Structure	\$489.00
378	Modular Building DBPR Approved – Per section	\$279.00
379	Residential Accessory Structures:	
380	Residential Accessory Structure – Site-Built.....	\$200 minimum
381		<i>Permit Fees to be</i>
382		<i>calculated via the</i>
383		<i>International Code</i>
384		<i>Council’s (ICC) preferred</i>
385		<i>method. Valuation based</i>
386		<i>on most current ICC</i>
387		<i>building valuation data</i>
388		<i>and using a multiplier of</i>
389		<i>.00725. Does not include</i>
390		<i>ADU’s. Which are</i>
391		<i>charged on New</i>
392		<i>construction rates.</i>
393	Residential Accessory Structure – Manufactured	\$89.00
394	Concrete Flatwork	\$89.00
395	Retaining Wall.....	\$89.00

396	Porch or Deck.....	\$89.00
397	Covered Porch or Deck	\$129.00
398	Pole Barn – Non-Ag Exempt.....	\$129.00
399	Accessory Structure – Misc.....	\$159.00 minimum
400		<i>Or the stated valuation</i>
401		<i>using a multiplier of</i>
402		<i>.00725 plus DBPR &</i>
403		<i>BCAIB</i>
404	Metal Carport – No Concrete	\$89.00
405	Screen Enclosure – W/O Slab	\$129.00
406	Screen Enclosure – W/ Slab	\$159.00
407	Demolition:	
408	Residential Demolition – Interior	\$89.00
409	Residential Demolition - Structure	\$129.00
410	Additional Inspections:	
411	Residential Re-Inspection	\$75.00
412	Residential After-Hours	\$125.00
413	<i>(two hour minimum)</i>	<i>per hour</i>
414	(10) Misc. Fees	
415	Other Fees:	
416	Tree Removal	\$25.00
417	Right-of-way Access (ROW)	\$195.00
418	Underground Utilities Permit	\$189.00
419	Occupancy Inspection.....	\$59.00
420	(11) Private Provider	
421	Private Provider Plan Review.....	\$200.00 credit
422	Private Provider Inspection	\$55.00
423	<i>(building official determines</i>	<i>per inspection</i>

424	<i>number of inspections)</i>	
425	(12) Site Development Permit	
426	Commercial Site Development	\$300.00
427	<i>(Required for clearing, paving, altering/providing drainage, dredging,</i>	
428	<i>filling, or storm water related facilities)</i>	
429	Minor Subdivision Site Development	\$200.00
430	<i>(Required for clearing, paving, altering/providing drainage, dredging, filling,</i>	
431	<i>or storm water related facilities)</i>	
432	Major Subdivision Site Development	\$500.00
433	<i>(Required for clearing, paving, altering/providing drainage, dredging, filling,</i>	
434	<i>or storm water related facilities. \$500.00 for up to 10 lots, \$100 for each</i>	
435	<i>additional 10 lots)</i>	
436	(13) Penalty Fees	
437	Commercial – Work W/O permit.....	\$259.00
438	<i>(or double fees,</i>	
439	<i>whichever is greater)</i>	
440	Residential – Work W/O permit	\$159.00
441	<i>(or double fees,</i>	
442	<i>whichever is greater)</i>	
443	Hazardous Condition on Jobsite	\$200.00
444	<i>(per offense, per day)</i>	
445	No construction toilet on	
446	site 72 hours after NTC	\$50.00
447	<i>(per offense, per day)</i>	
448	No silt fence or improper silt	
449	fence on the construction site	
450	72 hours after NTC.....	\$150.00
451	<i>(per offense, per day)</i>	
452	No waste container onsite	
453	72 hours after NTC.....	\$100.00
454	<i>(per offense, per day)</i>	

455	Using other than city	
456	designated waste container	\$250.00
457		<i>(per occurrence)</i>
458	Uncontained trash and	
459	debris on construction site	\$100.00
460		<i>(per occurrence)</i>
461	Moving Used Manufactured or Mobile	
462	Home From Outside City Limits on	
463	Property Without Required Pre-Inspection.....	\$2500.00
464	<i>Pre-inspection fee is still required. Will</i>	
465	<i>also require double permit fee.</i>	
466	Stop Work Order (SWO)	\$100.00
467	<i>Must be paid before any further work</i>	
468	<i>can commence</i>	
469	Unlawful continuance after SWO	\$500.00
470		<i>(per offense, per day)</i>

471 (14) Permit Renewal

472 When renewing a building permit, the following percentage of the
473 original permit fee shall be used to calculate the building fee (the
474 percentage represents the work not yet completed). This shall not
475 include electrical services.

476	<u>Project Inspection Progress</u>	<u>Percentage of Original Permit Fee</u>
477	No inspections performed	100%
478	Slab inspection approved	
479	and slab poured	80%
480	Lintel inspection approved.....	60%
481	Framing and rough all	
482	inspections approved.....	40%
483		

484 (15) Utility Permits

485 All inspections for Utility Permits for work located shall be inspected prior
486 to covering or concealing of the installation. The fees for such inspections
487 shall be as follows:

488	Building sanitary and/or water	
489	connection to City Sewer outside city limits.....	\$89.00
490	Natural gas appliance permit – Rebate Program.....	\$0.00
491	Backflow Preventer for City Water	
492	Protection outside city limits.....	\$89.00
493	<i>(due to Well, Irrigation, Swimming Pool</i>	
494	<i>and/or Spa located on Property)</i>	
495	Hourly Charge for City Utility Workers	
496	and equipment to Uncover the	
497	above installations for Inspection.....	\$500.00/hour
498	<i>(3-hour minimum charge. City workers</i>	
499	<i>shall not make corrections and are not</i>	
500	<i>responsible for damage due to uncovering</i>	
501	<i>the installation)</i>	
502	(16) Military Veteran Building Permit Discount	
503	A city building permit fee shall be reduced by fifty (50) percent for an	
504	honorably discharged veteran of the United States Armed Forces where	
505	such permit is for work to be performed on a dwelling owned by the	
506	veteran which is used as the veteran’s residence. For purposes of this	
507	provision, “Armed Forces” shall have the meaning set forth in Section	
508	250.01, Florida Statutes (2024).	
509	a. The reduced fee applies to all construction activity not just	
510	improvements relating to a disability.	
511	b. The discount can be coupled with any statutory exemption from	
512	licensing and permitting fees, including, but not limited to the	
513	exemption set forth in Section 295.16. Florida Statutes (2024).	
514	c. The work to be performed pursuant to a permit obtained pursuant	
515	to this provision of the Code of Ordinances shall be performed by a	
516	Florida licensed contractor or the homeowner.	
517	d. Except in the event of an applicable statutory exception, all fees	
518	other than a building permit fee shall be paid at full value by the	
519	veteran and no discount shall apply.	

-
- 520 (17) Private Provider
- 521 An owner may use a private provider (as defined in Section 553.791,
- 522 Florida Statutes (2024)) at such owner's discretion. In the event an
- 523 owner uses a private provider the fee reductions set forth in the
- 524 applicable fee schedule shall be applied.
- 525 (18) Emergency Responder Communication Enhancement Systems
- 526 The 2024 Florida Statutes 633.202(18)(a) through (j), The Florida Fire
- 527 Prevention Code and its references, are hereby adopted, as amended
- 528 from time to time, as requirements for Emergency Responder
- 529 Communication Enhancement Systems (ERCES) and/or Bi-Directional
- 530 Amplifiers (BDA's).
- 531 (19) Fire Permits, plan review and inspections
- 532 Fire Review Fees Residential/Commercial Development (PUD's shall be
- 533 required to satisfy fire protection requirements based on planned
- 534 development).
- 535 Fire Plan Review..... \$0.03
- 536 (\$75.00 minimum) *per square foot*
- 537 Fire Inspection \$91.00
- 538 (Number TBD by Fire Marshal) *Per Inspection*
- 539 Fire Alarm Systems permit..... \$0.01
- 540 • *Fire plan review not included* *per square foot*
- 541 *(\$169.00 minimum)*
- 542 Fire Sprinkler Systems permit..... \$0.01
- 543 • *Fire plan review not included* *per square foot*
- 544 *(\$169.00 minimum)*
- 545 Change of building use/occupancy permit..... \$181.00
- 546 • *Fire inspection required*
- 547 • *Includes one inspection per type*
- 548 *(category)*
- 549 • *Does not include repairs/renovations/*
- 550 *corrections/ alterations*

551	Hood Systems permit	\$181.00
552	• <i>includes Fire Inspector's test</i>	<i>per hood system</i>
553	• <i>does not include mechanical permit for</i>	
554	<i>hood installation</i>	
555	• <i>Includes one inspection per type</i>	
556	<i>(category)</i>	
557	Residential Fire	
558	Sprinkler System Inspection	\$91.00
559	• <i>Fire plan review not included</i>	
560	• <i>1-2 family and mobile home</i>	
561	• <i>Includes one inspection per type (category)</i>	
562	Residential Fire Alarm System Inspection	\$91.00
563	• <i>Fire plan review not included</i>	
564	• <i>1-2 family and mobile home</i>	
565	• <i>Includes one inspection per type</i>	
566	<i>(category)</i>	
567	Hazardous Chemical Storage Inspection	\$181.00
568	• <i>Fire plan review not included)</i>	
569	<i>Includes one inspection per type</i>	
570	<i>(category)</i>	
571	Paint Booth Suppression Inspection.....	\$181.00
572	• <i>Fire plan review not included</i>	
573	• <i>Includes one inspection per type</i>	
574	<i>(category)</i>	
575	Fire Suppression (wet/dry) Inspection	\$181.00
576	• <i>Fire plan review not included</i>	
577	• <i>Includes one inspection per type</i>	
578	<i>(category)</i>	
579	Stand Pipe Inspection	\$121.00
580	• <i>Fire plan review not included</i>	
581	• <i>Includes one inspection per type</i>	
582	<i>(category)</i>	

583	Tent Inspection	\$121.00
584	• <i>Inspection required for tents</i>	<i>primary tent</i>
585	<i>exceeding 900 square feet</i>	<i>\$25.00 each</i>
586	• <i>Fire plan review not included</i>	<i>additional tent on</i>
587	• <i>Includes one inspection</i>	<i>property per permit</i>
588	<i>per type (category)</i>	
589	Fire System Monitoring Inspection.....	\$121.00
590	• <i>Fire plan review not included</i>	
591	• <i>Includes one inspection per type</i>	
592	<i>(category)</i>	
593	Remediation Systems	\$121.00
594	• <i>Includes one inspection per type</i>	
595	<i>(category)</i>	
596	Fire underground mains inspection.....	\$181.00
597	• <i>Fire plan review not included</i>	<i>1st 200 linear ft.</i>
598	• <i>Includes one inspection per</i>	<i>\$50.00 each additional</i>
599	<i>type (category)</i>	<i>200 linear ft. or fraction</i>
600		<i>thereof</i>
601	Food Vendors/Food Truck	
602	(Open Air Vendor) Inspections	\$45.00
603	• <i>Includes one inspection per type</i>	<i>per truck or food vendor</i>
604	<i>(category)</i>	
605	Sparkler Sales Inspection	\$105.00
606	• <i>Fire plan review not included</i>	<i>per location</i>
607	• <i>Pursuant to Ch. 791, Florida Statutes</i>	
608	• <i>Includes one inspection per type</i>	
609	<i>(category)</i>	
610	Fire Works Sales Inspection	\$125.00
611	• <i>Fire plan review not included</i>	<i>per location</i>
612	• <i>Pursuant to Ch. 791, Florida Statutes</i>	
613	• <i>Includes one inspection per type</i>	
614	<i>(category)</i>	

615	Change of Tenant Permit/	
616	Inspection or Annual Inspection.....	\$65.00
617	• <i>Includes one inspection per type</i>	
618	<i>(category)</i>	
619	Commercial access gates inspection	\$75.00
620	• <i>Includes residential subdivisions</i>	
621	• <i>Includes one inspection per type</i>	
622	<i>(category)</i>	
623	• <i>Fire plan review not included</i>	
624	Fire Site Plan Review.....	\$125.00
625	• <i>Fire Department access, fire hydrant(s) locations</i>	
626	• <i>Includes one inspection per type</i>	
627	<i>(category)</i>	
628	FALSE ALARMS	
629	• Two per month allowable with no charge	
630	• Third and Fourth false alarms in a month	\$250.00
631		<i>per occurrence</i>
632	• Fifth and further false alarms	\$350.00
633		<i>per occurrence</i>
634	Each required Fire inspection type (category) is one inspection for each	
635	type. Additional inspection of the same type are \$50.00 per inspection.	
636	Re-inspection fee for rejected Fire inspection (must be paid in advance	
637	before second inspection is made) \$50.00.	

Sec. 22-5. Amended Florida Building Code: Chapter 1 -- Scope and Administration

(a) SCOPE AND APPLICATION

PART 1 GENERAL

a-101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as “this code.”

b-101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every

building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one-and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this Code or the Florida Building Code, Residential.

2. Code requirements that address snow loads and earthquake protection shall not be utilized or enforced.

b.1-101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. Building Appendices A, B, C, E, F, H, I, K. Plumbing Appendices C, E, F. Fuel Gas Appendices A, B, C, D. Residential Appendices A, B, C, D E, F, G, J, M, N, P, Q.

b.2-101.2.2 Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

c-101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

c.1-101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

c.2-101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

d-101.4 Referenced codes. The other codes listed in Paragraphs d.1-101.4.1 through d.9-101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

d.1-101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

d.2-101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

d.3-101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

d.4-101.4.4 Property maintenance. The provisions of the 2024 International Property Maintenance Code, including Appendix A, are adopted and shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

d.5-101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and

alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

d.6-101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

d.7-101.4.7 Existing buildings. The provisions of the Florida Building Code, Existing Building shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

d.8-101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

d.9-101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, Florida Building Code, Building, and Rule 61-41 F.A.C.

e-101.5 Interpretation of References. Unless otherwise specifically provided, any reference to a body of text in this Section 22-5, by reference to "Section", "Part", "Paragraph", "Subparagraph", or other similar reference, which body of text is included in this Section 22-5, shall include any subordinate or subparts to such referenced body of text.

PART 2 APPLICABILITY

a-102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different parts, paragraphs, or sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

a.1-102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to,

correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

b-102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched

roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) A drone port as defined in s. 330.41(2).

b.1-102.2.1 In addition to the requirements of Sections 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

b.2-102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;

-
- 821 3. The building is not substantially remodeled;
- 822 4. Current fire code requirements for ingress and egress are met;
- 823 5. Electrical, gas and plumbing systems meet the codes in force at
- 824 the time of construction and are operational and safe for
- 825 reconnection; and
- 826 6. Foundation plans are sealed by a professional engineer or architect
- 827 licensed to practice in this state, if required by the Florida Building
- 828 Code, Building for all residential buildings or structures of the same
- 829 occupancy class.
- 830 See Florida Building Code, Existing Building Chapter 13 for additional
- 831 requirements for Relocated or Moved Buildings
- 832 b.3-102.2.3 The building official shall apply the same standard to a moved
- 833 residential building or structure as that applied to the remodeling of any
- 834 comparable residential building or structure to determine whether the
- 835 moved structure is substantially remodeled. The cost of the foundation
- 836 on which the moved building or structure is placed shall not be included
- 837 in the cost of remodeling for purposes of determining whether a moved
- 838 building or structure has been substantially remodeled.
- 839 b.4-102.2.4 This part does not apply to the jurisdiction and authority of
- 840 the Department of Agriculture and Consumer Services to inspect
- 841 amusement rides or the Department of Financial Services to inspect state-
- 842 owned buildings and boilers.
- 843 b.5-102.2.5 Each enforcement district or local enforcement agency shall
- 844 be governed by a board, the composition of which shall be determined by
- 845 the affected localities.
- 846 1. At its own option, each enforcement district or local enforcement
- 847 agency may adopt rules granting to the owner of a single-family
- 848 residence one or more exemptions from the Florida Building Code
- 849 relating to:
- 850 a. Addition, alteration, or repairs performed by the property
- 851 owner upon his or her own property, provided any addition,
- 852 alteration or repair shall not exceed 1,000 square feet (93 m²) or
- 853 the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

b.6-102.2.6 This part does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

c-102.3 Application of references. References to chapter, part, paragraph, or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, part, paragraph, section or provision of this code.

d-102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Paragraphs d.1-102.4.1 and d.2-102.4.2.

d.1-102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

d.2-102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Paragraph d-101.4, the provisions of this code or the Florida Codes listed

in Paragraph d-101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

e-102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

f-102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Building Code, Existing Building, International Property Maintenance Code or the Florida Fire Prevention Code.

f.1-102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code, Building or Florida Building Code, Residential, as applicable, for new construction or with any current permit for such occupancy.

f.2-102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, International Property Maintenance Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

g-102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

h-102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

(b) ADMINISTRATION AND ENFORCEMENT

PART 3 DEPARTMENT OF BUILDING SAFETY

a-103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the building official.

b-103.2 Appointment. The building official shall be appointed by the chief appointing authority of the jurisdiction.

c-103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

For the maintenance of existing properties, see the International Property Maintenance Code.

PART 4 DUTIES AND POWERS OF BUILDING OFFICIAL

a-104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

b-104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

b.1-104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

c-104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

d-104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

e-104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

f-104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused,

the building official shall have recourse to the remedies provided by law to secure entry.

g-104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

h-104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

h.1-104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

i-104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

i.1-104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

1030 j-104.10 Modifications. Wherever there are practical difficulties involved
1031 in carrying out the provisions of this code, the building official shall have
1032 the authority to grant modifications for individual cases, upon application
1033 of the owner or owner's representative, provided the building official shall
1034 first find that special individual reason makes the strict letter of this code
1035 impractical and the modification is in compliance with the intent and
1036 purpose of this code and that such modification does not lessen health,
1037 accessibility, life and fire safety, or structural requirements. The details of
1038 action granting modifications shall be recorded and entered in the files of
1039 the department of building safety.

1040 j.1-104.10.1 Flood hazard areas. The building official shall coordinate with
1041 the floodplain administrator to review requests submitted to the building
1042 official that seek approval to modify the strict application of the flood
1043 resistant construction requirements of the Florida Building Code to
1044 determine whether such requests require the granting of a variance
1045 pursuant to Part 17.

1046 k-104.11 Alternative materials, design and methods of construction and
1047 equipment. The provisions of this code are not intended to prevent the
1048 installation of any material or to prohibit any design or method of
1049 construction not specifically prescribed by this code, provided that any
1050 such alternative has been approved. An alternative material, design or
1051 method of construction shall be approved where the building official finds
1052 that the proposed alternative meets all of the following:

1053 1. The alternative material, design or method of construction is
1054 satisfactory and complies with the intent of the provisions of this
1055 code,

1056 2. The material, method or work offered is, for the purpose intended,
1057 not less than the equivalent of that prescribed in this code as it
1058 pertains to the following:

1059 2.1. Quality.

1060 2.2. Strength.

1061 2.3. Effectiveness.

1062 2.4. Fire resistance.

1063 2.5. Durability.

2.6. Safety.

Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

k.1-104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

k.2-104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

l-104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the building official.

PART 5 PERMITS

a-105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

a.1-105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or

1100 manufacturing equipment installations/relocations. The building official
1101 shall be notified of major changes and shall retain the right to make
1102 inspections at the facility site as deemed necessary. An annual facility
1103 permit shall be assessed with an annual fee and shall be valid for one year
1104 from date of issuance. A separate permit shall be obtained for each facility
1105 and for each construction trade, as applicable. The permit application
1106 shall contain a general description of the parameters of work intended to
1107 be performed during the year.

1108 a.2-105.1.2 Annual Facility permit records. The person to whom an annual
1109 permit is issued shall keep a detailed record of alterations made under
1110 such annual permit. The building official shall have access to such records
1111 at all times or such records shall be filed with the building official as
1112 designated.

1113 a.3-105.1.3 Food permit. In accordance with Section 500.12, Florida
1114 Statutes, a food permit from the Department of Agriculture and
1115 Consumer Services is required of any person who operates a food
1116 establishment or retail store.

1117 a.4-105.1.4 Public swimming pool. The local enforcing agency may not
1118 issue a building permit to construct, develop, or modify a public swimming
1119 pool without proof of application, whether complete or incomplete, for
1120 an operating permit pursuant to Section 514.031, Florida Statutes. A
1121 certificate of completion or occupancy may not be issued until such
1122 operating permit is issued. The local enforcing agency shall conduct their
1123 review of the building permit application upon filing and in accordance
1124 with Chapter 553, Florida Statutes. The local enforcing agency may confer
1125 with the Department of Health, if necessary, but may not delay the
1126 building permit application review while awaiting comment from the
1127 Department of Health.

1128 b-105.2 Work exempt from permit. Exemptions from permit
1129 requirements of this code shall not be deemed to grant authorization for
1130 any work to be done in any manner in violation of the provisions of this
1131 code or any other laws or ordinances of this jurisdiction, to include work
1132 in any special flood hazard area. Exemptions granted under this paragraph
1133 do not relieve the owner or contractor from their duty to comply with
1134 applicable provisions of the Florida Building Code, and requirements of
1135 the local floodplain management ordinance. Permits shall not be required
1136 for the following:

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- 1137 **Building:**
- 1138 1. One-story detached engineered accessory structures used as tool
- 1139 and storage sheds, playhouses and similar uses, provided the floor
- 1140 area does not exceed 250 square feet (11 m²).
- 1141 2. Fences not over 6 feet (1829 mm) high.
- 1142 3. Oil derricks.
- 1143 4. Retaining walls that are not over 4 feet (1219 mm) in height
- 1144 measured from the bottom of the footing to the top of the wall,
- 1145 unless supporting a surcharge or impounding Class I, II or IIIA liquids.
- 1146 5. Water tanks supported directly on grade if the capacity does not
- 1147 exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or
- 1148 width does not exceed 2:1.
- 1149 6. Sidewalks and driveways not more than 30 inches (762 mm) above
- 1150 adjacent grade, and not over any basement or story below and are
- 1151 not part of an accessible route.
- 1152 7. Painting, papering, tiling, carpeting, cabinets, counter tops and
- 1153 similar finish work.
- 1154 8. Temporary motion picture, television and theater stage sets and
- 1155 scenery.
- 1156 9. Prefabricated swimming pools accessory to a Group R-3 occupancy
- 1157 that are less than 24 inches (610 mm) deep, do not exceed 5,000
- 1158 gallons (18 925 L) and are installed entirely above ground.
- 1159 10. Shade cloth structures constructed for nursery or agricultural
- 1160 purposes, not including service systems.
- 1161 11. Swings and other playground equipment accessory to detached
- 1162 one- and two-family dwelling except for the electrical service.
- 1163 12. Window awnings supported by an exterior wall that do not
- 1164 project more than 54 inches (1372 mm) from the exterior wall and do
- 1165 not require additional support, of Groups R-3 and U occupancies.
- 1166 13. Non-fixed and movable fixtures, cases, racks, counters and
- 1167 partitions not over 5 feet 9 inches (1753 mm) in height.

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- 1168 **Electrical:**
- 1169 Repairs and maintenance: Minor repair work, including the
- 1170 replacement of lamps or the connection of approved portable
- 1171 electrical equipment to approved permanently installed receptacles.
- 1172 Radio and television transmitting stations: The provisions of this code
- 1173 shall not apply to electrical equipment used for radio and television
- 1174 transmissions, but do apply to equipment and wiring for a power
- 1175 supply and the installations of towers and antennas.
- 1176 Temporary testing systems: A permit shall not be required for the
- 1177 installation of any temporary system required for the testing or
- 1178 servicing of electrical equipment or apparatus.
- 1179 **Gas:**
- 1180 1. Portable heating appliance.
- 1181 2. Replacement of any minor part that does not alter approval of
- 1182 equipment or make such equipment unsafe.
- 1183 **Mechanical:**
- 1184 1. Portable heating appliance.
- 1185 2. Portable ventilation equipment.
- 1186 3. Portable cooling unit.
- 1187 4. Steam, hot or chilled water piping within any heating or cooling
- 1188 equipment regulated by this code.
- 1189 5. Replacement of any part that does not alter its approval or make
- 1190 it unsafe.
- 1191 6. Portable evaporative cooler.
- 1192 7. Self-contained refrigeration system containing 10 pounds (4.54 kg)
- 1193 or less of refrigerant and actuated by motors of 1 horsepower (0.75
- 1194 kW) or less.
- 1195 8. The installation, replacement, removal or metering of any load
- 1196 management control device.
- 1197 **Plumbing:**
- 1198 1. The stopping of leaks in drains, water, soil, waste or vent pipe,
- 1199 provided, however, that if any concealed trap, drain pipe, water, soil,

1200 waste or vent pipe becomes defective and it becomes necessary to
1201 remove and replace the same with new material, such work shall be
1202 considered as new work and a permit shall be obtained and
1203 inspection made as provided in this code.

1204 2. The clearing of stoppages or the repairing of leaks in pipes, valves
1205 or fixtures and the removal and reinstallation of water closets,
1206 provided such repairs do not involve or require the replacement or
1207 rearrangement of valves, pipes or fixtures.

1208 b.1-105.2.1 Emergency repairs. Where equipment replacements and
1209 repairs must be performed in an emergency situation, the permit
1210 application shall be submitted within the next working business day to the
1211 building official.

1212 b.2-105.2.2 Minor repairs. Ordinary minor repairs may be made with the
1213 approval of the building official without a permit, provided the repairs do
1214 not include the cutting away of any wall, partition or portion thereof, the
1215 removal or cutting of any structural beam or load-bearing support, or the
1216 removal or change of any required means of egress, or rearrangement of
1217 parts of a structure affecting the egress requirements; nor shall ordinary
1218 repairs include addition to, alteration of, replacement or relocation of any
1219 standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste,
1220 vent or similar piping, electric wiring systems or mechanical equipment or
1221 other work affecting public health or general safety, and such repairs shall
1222 not violate any of the provisions of the technical codes.

1223 b.3-105.2.3 Public service agencies. A permit shall not be required for the
1224 installation, alteration or repair of generation, transmission, distribution
1225 or metering or other related equipment that is under the ownership and
1226 control of public service agencies by established right.

1227 c-105.3 Application for permit. To obtain a permit, the applicant shall first
1228 file an application therefor in writing on a form furnished by the building
1229 department for that purpose.

1230 Permit application forms shall be in the format prescribed by a local
1231 administrative board, if applicable, and must comply with the
1232 requirements of Sections 713.135(5) and (6), Florida Statutes.

1233 Each application shall be inscribed with the date of application, and
1234 the code in effect as of that date. For a building permit for which an
1235 application is submitted prior to the effective date of the Florida

1236 Building Code, the state minimum building code in effect in the
1237 permitting jurisdiction on the date of the application governs the
1238 permitted work for the life of the permit and any extension granted
1239 to the permit.

1240 Effective October 1, 2017, a local enforcement agency shall post each
1241 type of building permit application on its website. Completed
1242 applications must be able to be submitted electronically to the
1243 appropriate building department. Accepted methods of electronic
1244 submission include, but are not limited to, e-mail submission of
1245 applications in portable document format or submission of
1246 applications through an electronic fill-in form available on the
1247 building department's website or through a third-party submission
1248 management software. Payments, attachments, or drawings
1249 required as part of the application may be submitted in person in a
1250 nonelectronic format, at the discretion of the building official.

1251 c.1-105.3.1 Action on application. The building official shall examine or
1252 cause to be examined applications for permits and amendments thereto
1253 within a reasonable time after filing. If the application or the construction
1254 documents do not conform to the requirements of pertinent laws, the
1255 building official shall reject such application in writing, stating the reasons
1256 therefor. If the building official is satisfied that the proposed work
1257 conforms to the requirements of this code and laws and ordinances
1258 applicable thereto, the building official shall issue a permit therefor as
1259 soon as practicable. When authorized through contractual agreement
1260 with a school board, in acting on applications for permits, the building
1261 official shall give first priority to any applications for the construction of,
1262 or addition or renovation to, any school or educational facility.

1263 c.1.(i)-105.3.1.1 If a state university, Florida college or public school
1264 district elects to use a local government's code enforcement offices, fees
1265 charged by counties and municipalities for enforcement of the Florida
1266 Building Code on buildings, structures, and facilities of state universities,
1267 state colleges, and public school districts shall not be more than the actual
1268 labor and administrative costs incurred for plans review and inspections
1269 to ensure compliance with the code.

1270 c.1.(ii)-105.3.1.2 No permit may be issued for any building construction,
1271 erection, alteration, modification, repair, or addition unless the applicant
1272 for such permit provides to the enforcing agency which issues the permit

any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a new fire protection system of 49 or fewer sprinklers; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is

1310 designed for a singular space of a building and each 15-ton system or
1311 less has an independent duct system. Systems not complying with the
1312 above require design documents that are to be sealed by a
1313 professional engineer.

1314 Example 1: When a space has two 10-ton systems with each
1315 having an independent duct system, the contractor may design
1316 these two systems since each unit (system) is less than 15 tons.

1317 Example 2: Consider a small single-story office building which
1318 consists of six individual offices where each office has a single
1319 three-ton package air conditioning heat pump. The six heat
1320 pumps are connected to a single water cooling tower. The cost of
1321 the entire heating, ventilation and air-conditioning work is
1322 \$47,000 and the office building accommodates fewer than 100
1323 persons. Because the six mechanical units are connected to a
1324 common water tower, this is considered to be an 18-ton system.

1325 Note: It was further clarified by the Commission that the limiting
1326 criteria of 100 persons and \$125,000 apply to the building
1327 occupancy load and the cost for the total air-conditioning system
1328 of the building.

1329 4. Any specialized mechanical, electrical, or plumbing document for
1330 any new building or addition which includes a medical gas, oxygen,
1331 steam, vacuum, toxic air filtration, halon, or fire detection and alarm
1332 system which costs more than \$5,000.

1333 Exception:

1334 Simplified permitting processes.

1335 (1) As used in Paragraphs a-105.1 through q.105.17, the term:

1336 (a) "Component" means valves, fire sprinklers, escutcheons,
1337 hangers, compressors, or any other item deemed acceptable
1338 by the local enforcing agency. For purposes of this paragraph,
1339 a valve does not include pressure-regulating, pressure-
1340 reducing, or pressure-control valves.

1341 (b) "Contractor" means a person who:

1342 1. Is qualified to engage in the business of electrical or
1343 alarm system contracting pursuant to a certificate or

1344 registration issued by the department under part II of
1345 chapter 489, Florida Statutes; or

1346 2. Is qualified to engage in the business of fire protection
1347 system contracting pursuant to a license or certificate
1348 issued by the State Fire Marshal.

1349 (c) "Fire alarm system project" means a fire alarm system
1350 alteration of a total of 20 or fewer initiating devices and
1351 notification devices, or the installation or replacement of a
1352 fire communicator connected to an existing fire alarm control
1353 panel in an existing commercial, residential, apartment,
1354 cooperative, or condominium building.

1355 (d) "Fire sprinkler system project" means a fire protection
1356 system alteration of a total of 20 or fewer fire sprinklers in
1357 which the sprinklers are of the same K-factor and located in
1358 spaces where there is no change of hazard classification or
1359 increased system coverage area, or the installation or
1360 replacement of an equivalent fire sprinkler system
1361 component in an existing commercial, residential,
1362 apartment, cooperative, or condominium building. For
1363 purposes of this paragraph, a component is equivalent if the
1364 component has the same or better characteristics, including
1365 electrical, hydraulic, pressure losses, and required listings
1366 and spacing as the component being replaced.

1367 (2) A local enforcement agency:

1368 (a) may require a contractor, as a condition of obtaining a
1369 permit for a fire alarm system project or fire sprinkler system
1370 project, to submit a completed application and payment.

1371 (b) may not require a contractor to submit plans or
1372 specifications as a condition of obtaining a permit for a fire
1373 alarm system project or fire sprinkler system project.

1374 (3) A local enforcement agency must issue a permit for a fire
1375 alarm system project or fire sprinkler system project in person or
1376 electronically.

1377 (4) A local enforcement agency must require at least one
1378 inspection of a fire alarm system project or fire sprinkler system

1379 project to ensure compliance with applicable codes and
1380 standards. If a fire alarm system project or fire sprinkler system
1381 project fails an inspection, the contractor must take corrective
1382 action as necessary to pass inspection.

1383 (5) For a fire sprinkler alarm system project,

1384 (a) a contractor must keep a copy of the plans and
1385 specifications at the fire alarm system project worksite and
1386 make such plans and specifications available to the inspector
1387 at each inspection.

1388 (b) to alter an existing fire protection system, a contractor
1389 must keep a copy of the plans and specifications at the fire
1390 sprinkler system project worksite and make such plans and
1391 specifications available to the inspector at each inspection.

1392 (c) to install or replace a component, a contractor must keep
1393 a copy of the manufacturer's installation instructions and any
1394 pertinent testing instructions needed to certify or accept the
1395 component at the fire sprinkler system project worksite and
1396 make such documents available to the inspector at each
1397 inspection.

1398 5. Electrical documents. See Florida Statutes 471.003(2)(h). Any
1399 electrical or plumbing or air-conditioning and refrigeration system
1400 meeting the following thresholds are required to be designed by a
1401 Florida Registered Engineer. The system, requires an electrical system
1402 with a value of over \$125,000; and Requires an aggregate service
1403 capacity of over 600 amperes (240 volts) on a residential electrical
1404 system or over 800 amperes (240 volts) on a commercial or industrial
1405 electrical system;

1406 Note: It was further clarified by the Commission that the limiting
1407 factor of 240 volt or over is required to be designed by an
1408 Engineer. Documents requiring an engineer seal by this part shall
1409 not be valid unless a professional engineer who possesses a valid
1410 certificate of registration has signed, dated, and stamped such
1411 document as provided in Section 471.025, Florida Statutes.

1412 6. All public swimming pools and public bathing places defined by
1413 and regulated under Chapter 514, Florida Statutes.

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- 1414 c.1.(iii)-105.3.1.3 Reviewing application for building permit.
- 1415 1. When reviewing an application for a building permit, a local
- 1416 government may not request additional information from the
- 1417 applicant more than three times, unless the applicant waives such
- 1418 limitation in writing.
- 1419 2. If a local government requests additional information from an
- 1420 applicant and the applicant submits the requested additional
- 1421 information to the local government within 30 days after receiving
- 1422 the request, the local government must, within 15 days after
- 1423 receiving such information:
- 1424 a. Determine if the application is properly completed;
- 1425 b. Approve the application;
- 1426 c. Approve the application with conditions;
- 1427 d. Deny the application; or
- 1428 e. Advise the applicant of information, if any, that is needed to
- 1429 deem the application properly completed or to determine the
- 1430 sufficiency of the application.
- 1431 3. If a local government makes a second request for additional
- 1432 information from the applicant and the applicant submits the
- 1433 requested additional information to the local government within 30
- 1434 days after receiving the request, the local government must, within
- 1435 10 days after receiving such information:
- 1436 a. Determine if the application is properly completed;
- 1437 b. Approve the application;
- 1438 c. Approve the application with conditions;
- 1439 d. Deny the application; or
- 1440 e. Advise the applicant of information, if any, that is needed to
- 1441 deem the application properly completed or to determine the
- 1442 sufficiency of the application.
- 1443 4. Before a third request for additional information may be made,
- 1444 the applicant must be offered an opportunity to meet with the local
- 1445 government to attempt to resolve outstanding issues. If a local
- 1446 government makes a third request for additional information from

1447 the applicant and the applicant submits the requested additional
1448 information to the local government within 30 days after receiving
1449 the request, the local government must, within 10 days after
1450 receiving such information unless the applicant waived the local
1451 government's limitation in writing, determine that the application is
1452 complete and:

- 1453 a. Approve the application;
1454 b. Approve the application with conditions; or
1455 c. Deny the application.

1456 5. If the applicant believes the request for additional information is
1457 not authorized by ordinance, rule, statute, or other legal authority,
1458 the local government, at the applicant's request, must process the
1459 application and either approve the application, approve the
1460 application with conditions, or deny the application.

1461 c.2-105.3.2 Time limitation of application. An application for a permit for
1462 any proposed work shall be deemed to have been abandoned becoming
1463 null and void 180 days after the date of filing, unless such application has
1464 been pursued in good faith or a permit has been issued; except that the
1465 building official is authorized to grant one or more extensions of time for
1466 additional periods not exceeding 90 days each. The extension shall be
1467 requested in writing and justifiable cause demonstrated.

1468 c.3-105.3.3 An enforcing authority may not issue a building permit for any
1469 building construction, erection, alteration, modification, repair or
1470 addition unless the permit either includes on its face or there is attached
1471 to the permit the following statement: "NOTICE: In addition to the
1472 requirements of this permit, there may be additional restrictions
1473 applicable to this property that may be found in the public records of this
1474 county, and there may be additional permits required from other
1475 governmental entities such as water management districts, state
1476 agencies, or federal agencies."

1477 c.4-105.3.4 A building permit for a single-family residential dwelling must
1478 be issued within 30 working days of application therefor unless unusual
1479 circumstances require a longer time for processing the application or
1480 unless the permit application fails to satisfy the Florida Building Code or
1481 the enforcing agency's laws or ordinances.

c.5-105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, Florida Statutes.

c.6-105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

c.7-105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6

1518 months of the contract's execution. The contract is subject to verification
1519 by the Department of Business and Professional Regulation.

1520 c.8-105.3.8 A local government may not require a contract between a
1521 builder and an owner for the issuance of a building permit or as a
1522 requirement for the submission of a building permit application.

1523 c.9-105.3.9 Public right of way. A permit shall not be given by the building
1524 official for the construction of any building, or for the alteration of any
1525 building where said building is to be changed and such change will affect
1526 the exterior walls, bays, balconies, or other appendages or projections
1527 fronting on any street, alley or public lane, or for the placing on any lot or
1528 premises of any building or structure removed from another lot or
1529 premises, unless the applicant has received a right of way permit from the
1530 authority having jurisdiction over the street, alley or public lane.

1531 d-105.4 Conditions of the permit. The issuance or granting of a permit
1532 shall not be construed to be a permit for, or an approval of, any violation
1533 of any of the provisions of this code or of any other ordinance of the
1534 jurisdiction. Permits presuming to give authority to violate or cancel the
1535 provisions of this code or other ordinances of the jurisdiction shall not be
1536 valid. The issuance of a permit based on construction documents and
1537 other data shall not prevent the building official from requiring the
1538 correction of errors in the construction documents and other data. The
1539 building official is also authorized to prevent occupancy or use of a
1540 structure where in violation of this code or of any other ordinance of this
1541 jurisdiction.

1542 d.1-105.4.1 Permit intent. A permit issued shall be construed to be a license to
1543 proceed with the work and not as authority to violate, cancel, alter or set aside
1544 any of the provisions of the technical codes, nor shall issuance of a permit prevent
1545 the building official from thereafter requiring a correction of errors in plans,
1546 construction or violations of this code. Every permit issued shall become invalid
1547 unless the work authorized by such permit is commenced within 6 months after
1548 its issuance, or if the work authorized by such permit is suspended or abandoned
1549 for a period of 6 months after the time the work is commenced.

1550 d.1.(i)-105.4.1.1 If work has commenced and the permit is revoked,
1551 becomes null and void, or expires because of lack of progress or
1552 abandonment, a new permit covering the proposed construction shall be
1553 obtained before proceeding with the work.

d.1.(ii)-105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

d.1.(iii)-105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

d.1.(iv)-105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

d.1.(v)-105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters, parts, paragraphs, and sections upon which the finding is based, and provide the information to the permitholder in writing.

e-105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the building official.

e.1-105.5.1 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of Paragraphs a-105.1 through q.105.17, the term “close” means that the requirements of the permit have been satisfied.

e.2-105.5.2 For the purposes of this subparagraph, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

1627 e.3-105.5.3 For the purposes of this subparagraph, an open permit shall
1628 mean a permit that has not satisfied all requirements for completion as
1629 defined in e.1.(i)-105.5.1.1.

1630 f-105.6 Denial or revocation. Whenever a permit required under this part
1631 is denied or revoked because the plan, or the construction, erection,
1632 alteration, modification, repair, or demolition of a building, is found by
1633 the local enforcing agency to be not in compliance with the Florida
1634 Building Code, the local enforcing agency shall identify the specific plan or
1635 project features that do not comply with the applicable codes, identify the
1636 specific code chapters, parts, paragraphs, and sections upon which the
1637 finding is based, and provide this information to the permit applicant. If
1638 the local building code administrator or inspector finds that the plans are
1639 not in compliance with the Florida Building Code, the local building code
1640 administrator or inspector shall identify the specific plan features that do
1641 not comply with the applicable codes, identify the specific code chapters,
1642 parts, paragraphs, and sections upon which the finding is based, and
1643 provide this information to the local enforcing agency. The local enforcing
1644 agency shall provide this information to the permit applicant.

1645 f.1-105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local
1646 enforcement agency may not deny issuance of a building permit to; issue
1647 a notice of violation to; or fine, penalize, sanction or assess fees against
1648 an arm's-length purchaser of a property for value solely because a
1649 building permit applied for by a previous owner of the property was not
1650 closed. The local enforcement agency shall maintain all rights and
1651 remedies against the property owner and contractor listed on the permit.

1652 f.2-105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local
1653 enforcement agency may not deny issuance of a building permit to a
1654 contractor solely because the contractor is listed on other building
1655 permits that were not closed. A local enforcement agency has the
1656 authority to deny a new permit application from an applicant for other
1657 reasons.

1658 g-105.7 Placement of permit. The building permit or copy shall be kept on
1659 the site of the work until the completion of the project.

1660 h-105.8 Notice of commencement. In accordance with Section 713.135,
1661 Florida Statutes, when any person applies for a building permit, the
1662 authority issuing such permit shall print on the face of each permit card in

no less than 14-point, capitalized, boldfaced type: “WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

i-105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

j-105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

k-105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

l-105.12 Work starting before permit issuance. Upon approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

1698 m-105.13 Phased permit approval. After submittal of the appropriate
1699 construction documents, the building official is authorized to issue a
1700 permit for the construction of foundations or any other part of a building
1701 or structure before the construction documents for the whole building or
1702 structure have been submitted. The holder of such permit for the
1703 foundation or other parts of a building or structure shall proceed at the
1704 holder's own risk with the building operation and without assurance that
1705 a permit for the entire structure will be granted. Corrections may be
1706 required to meet the requirements of the technical codes.

1707 n-105.14 Permit issued on basis of an affidavit. Whenever a permit is
1708 issued in reliance upon an affidavit or whenever the work to be covered
1709 by a permit involves installation under conditions which, in the opinion of
1710 the building official, are hazardous or complex, the building official shall
1711 require that the architect or engineer who signed the affidavit or prepared
1712 the drawings or computations shall supervise such work. In addition, they
1713 shall be responsible for conformity to the permit, provide copies of
1714 inspection reports as inspections are performed, and upon completion
1715 make and file with the building official written affidavit that the work has
1716 been done in conformity to the reviewed plans and with the structural
1717 provisions of the technical codes. In the event such architect or engineer
1718 is not available, the owner shall employ in his stead a competent person
1719 or agency whose qualifications are reviewed by the building official. The
1720 building official shall ensure that any person conducting plans review is
1721 qualified as a plans examiner under Part XII of Chapter 468, Florida
1722 Statutes, and that any person conducting inspections is qualified as a
1723 building inspector under Part XII of Chapter 468, Florida Statutes.

1724 n.1-105.14.1 Affidavits in flood hazard areas. Permit issued on basis of an
1725 affidavit shall not extend to the flood load and flood resistance
1726 requirements of the Florida Building Code and the building official shall
1727 review an inspect those requirements.

1728 o-105.15 Opening protection. When any activity requiring a building
1729 permit, not including roof covering replacement or repair work associated
1730 with the prevention of degradation of the residence, that is applied for on
1731 or after July 1, 2008, and for which the estimated cost is \$50,000 or more
1732 for a site built single-family detached residential structure that is located
1733 in the wind-borne debris region as defined in this code and that has an
1734 insured value of \$750,000 or more, or, if the site built single-family

detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the Florida Building Code are not required to comply with this paragraph.

p.105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subparagraph does not apply to a building permit sought for:

1. A substantial improvement as defined in s. 161.54, Florida Statutes or as defined in the Florida Building Code.
2. A change of occupancy as defined in the Florida Building Code.
3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.
4. A historic building as defined in the Florida Building Code.

(c) This subparagraph does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, Florida Statutes.

q.105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in Paragraphs a-105.1 through q-105.17, the term:

(a) “Contractor” means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, Florida Statutes.

(b) “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, Florida Statutes, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, or a new or existing low-voltage electric fence. The term also includes ancillary components or equipment attached to a low-voltage alarm system, or low-voltage electric fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.

(c) “Low-voltage electric fence” means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not

exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this code, this paragraph applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further permit shall be required for the low-voltage alarm system project other than as provided in this paragraph:

(a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.

(c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.

(d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.

(e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

(4) This paragraph does not apply to the installation or replacement of a fire alarm if a plan review is required.

(5) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, Florida Statutes. The local enforcement

1838 agency may not require the payment of any additional fees, charges,
1839 or expenses associated with the installation or replacement of a new
1840 or existing alarm.

1841 (a) A local enforcement agency may not require a contractor, as
1842 a condition of purchasing a label, to submit information other
1843 than identification information of the licensee and proof of
1844 registration or certification as a contractor.

1845 (b) A label is valid for 1 year after the date of purchase and may
1846 only be used within the jurisdiction of the local enforcement
1847 agency that issued the label. A contractor may purchase labels in
1848 bulk for one or more unspecified current or future projects.

1849 (6) A contractor shall post an unused uniform basic permit label in a
1850 conspicuous place on the premises of the low-voltage alarm system
1851 project site before commencing work on the project.

1852 (7) A contractor is not required to notify the local enforcement
1853 agency before commencing work on a low-voltage alarm system
1854 project. However, a contractor must submit a Uniform Notice of a
1855 Low-Voltage Alarm System Project as provided under subparagraph
1856 (7) to the local enforcement agency within 14 days after completing
1857 the project. A local enforcement agency may take disciplinary action
1858 against a contractor who fails to timely submit a Uniform Notice of a
1859 Low-Voltage Alarm System Project.

1860 (8) The Uniform Notice of a Low-Voltage Alarm System Project may
1861 be submitted electronically or by facsimile if all submissions are
1862 signed by the owner, tenant, contractor, or authorized representative
1863 of such persons. The Uniform Notice of a Low-Voltage Alarm System
1864 Project shall be in the format prescribed by the local enforcement
1865 agency and must comply with the requirements of s. 553.793(7),
1866 Florida Statutes.

1867 (9) A local enforcement agency may coordinate directly with the
1868 owner or customer to inspect a low-voltage alarm system to ensure
1869 compliance with applicable codes and standards. If a low-voltage
1870 alarm system project fails an inspection, the contractor must take
1871 corrective action as necessary to pass inspection.

1872 (10) A municipality, county, district, or other entity of local
1873 government may not adopt or maintain in effect any ordinance or

1874 rule regarding a low-voltage alarm system project that is inconsistent
1875 with this paragraph.

1876 (11) A uniform basic permit label shall not be required for the
1877 subsequent maintenance, inspection, or service of an alarm system
1878 that was permitted in accordance with this paragraph.

1879 The provisions of this act are not intended to impose new or additional
1880 licensure requirements on persons licensed in accordance with the
1881 applicable provisions of Chapter 489, Florida Statutes.

1882 **PART 6 FLOOR AND ROOF DESIGN LOADS**

1883 a-106.1 Live loads posted. In commercial or industrial buildings, for each
1884 floor or portion thereof designed for live loads exceeding 50 psf (2.40
1885 kN/m²), such design live loads shall be conspicuously posted by the owner
1886 or the owner's authorized agent in that part of each story in which they
1887 apply, using durable signs. It shall be unlawful to remove or deface such
1888 notices.

1889 b-106.2 Issuance of certificate of occupancy. A certificate of occupancy
1890 required by Part 11 shall not be issued until the floor load signs, required
1891 by Paragraph a-106.1, have been installed.

1892 c-106.3 Restrictions on loading. It shall be unlawful to place, or cause or
1893 permit to be placed, on any floor or roof of a building, structure or portion
1894 thereof, a load greater than is permitted by this code.

1895 **PART 7 SUBMITTAL DOCUMENTS**

1896 a-107.1 General. Submittal documents consisting of construction
1897 documents, statement of special inspections, geotechnical report and
1898 other data shall be submitted with each permit application in accordance
1899 with Florida Statute 553.79. The construction documents shall be
1900 prepared by a registered design professional where required by Chapter
1901 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481,
1902 Florida Statutes & 61G1 Florida Administrative Code. Where special
1903 conditions exist, the building official is authorized to require additional
1904 construction documents to be prepared by a registered design
1905 professional.

1906 Exception: The building official is authorized to waive the submission of
1907 construction documents and other data not required to be prepared by a
1908 registered design professional if it is found that the nature of the work

1909 applied for is such that review of construction documents is not necessary
1910 to obtain compliance with this code.

1911 b-107.2 Construction documents. Construction documents shall be in
1912 accordance with Paragraphs b.1-107.2.1 through b.6-107.2.6.

1913 b.1-107.2.1 Information on construction documents. Construction
1914 documents shall be dimensioned and drawn upon suitable material.
1915 Electronic media documents are permitted to be submitted where
1916 approved by the building official. Construction documents shall be of
1917 sufficient clarity to indicate the location, nature and extent of the work
1918 proposed and show in detail that it will conform to the provisions of this
1919 code and relevant laws, ordinances, rules and regulations, as determined
1920 by the building official. Such drawings and specifications shall contain
1921 information, in the form of notes or otherwise, as to the quality of
1922 materials, where quality is essential to conformity with the technical
1923 codes. Such information shall be specific, and the technical codes shall
1924 not be cited as a whole or in part, nor shall the term "legal" or its
1925 equivalent be used as a substitute for specific information. All
1926 information, drawings, specifications and accompanying data shall bear
1927 the name and signature of the person responsible for the design.

1928 b.2-107.2.2 Fire protection system shop drawings. Shop drawings for the
1929 fire protection system(s) shall be submit- ted to indicate conformance to
1930 this code and the construction documents and shall be approved prior to
1931 the start of system installation. Shop drawings shall contain all
1932 information as required by the referenced installation standards in
1933 Chapter 9 of the Florida Building Code.

1934 b.3-107.2.3 Means of egress. The construction documents shall show in
1935 sufficient detail the location, construction, size and character of all
1936 portions of the means of egress including the path of the exit discharge to
1937 the public way in compliance with the provisions of this code. In other
1938 than occupancies in Groups R-2, R-3, and I-1, the construction documents
1939 shall designate the number of occupants to be accommodated on every
1940 floor, and in all rooms and spaces.

1941 b.4-107.2.4 Exterior wall envelope. Construction documents for all
1942 buildings shall describe the exterior wall envelope in sufficient detail to
1943 determine compliance with this code. The construction documents shall
1944 provide details of the exterior wall envelope as required, including

1945 flashing, intersections with dissimilar materials, corners, end details,
1946 control joints, intersections at roof, eaves or parapets, means of drainage,
1947 water-resistive membrane and details around openings.

1948 The construction documents shall include manufacturer's installation
1949 instructions that provide supporting documentation that the proposed
1950 penetration and opening details described in the construction documents
1951 maintain the weather resistance of the exterior wall envelope. The
1952 supporting documentation shall fully describe

1953 b.5-107.2.5 Exterior balcony and elevated walking surfaces. Where
1954 balcony or other elevated walking surfaces are exposed to water from
1955 direct or blowing rain or irrigation, and the structural framing is protected
1956 by an impervious moisture barrier, the construction documents shall
1957 include details for all elements of the impervious moisture barrier system.
1958 The construction documents shall include manufacturer's installation
1959 instructions.

1960 b.6-107.2.6 Site plan. The construction documents submitted with the
1961 application for permit shall be accompanied by a site plan showing to
1962 scale the size and location of new construction and existing structures on
1963 the site, distances from lot lines, the established street grades and the
1964 proposed finished grades and, as applicable, flood hazard areas,
1965 floodways, and design flood elevations; and it shall be drawn in
1966 accordance with an accurate boundary line survey. In the case of
1967 demolition, the site plan shall show construction to be demolished and
1968 the location and size of existing structures and construction that are to
1969 remain on the site or plot. The building official is authorized to waive or
1970 modify the requirement for a site plan where the application for permit is
1971 for alteration or repair or where other- wise warranted.

1972 b.6.(i)-107.2.6.1 Design flood elevations. Where design flood elevations
1973 are not specified, they shall be established in accordance with Section
1974 1612.3.1 of the Florida Building Code.

1975 b.6.(ii)-107.2.6.2 For the purpose of inspection and record retention, site
1976 plans for a building may be maintained in the form of an electronic copy
1977 at the worksite. These plans must be open to inspection by the building
1978 official or a duly authorized representative, as required by the Florida
1979 Building Code.

1980	b.7-107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603 of the Florida Building Code.
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1983	c-107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.
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1988	Exceptions:
1989	1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
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1998	2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.
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2007	c.1-107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.
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2014	c.2-107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a
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2016 structure for which a lawful permit has been heretofore issued or
2017 otherwise law- fully authorized, and the construction of which has been
2018 pursued in good faith within 180 days after the effective date of this code
2019 and has not been abandoned.

2020 c.3-107.3.3 Phased approval. The building official is authorized to issue a
2021 permit for the construction of foundations or any other part of a building
2022 or structure before the construction documents for the whole building or
2023 structure have been submitted, provided that adequate information and
2024 detailed statements have been filed complying with pertinent
2025 requirements of this code. The holder of such permit for the foundation
2026 or other parts of a building or structure shall proceed at the holder's own
2027 risk with the building operation and without assurance that a permit for
2028 the entire structure will be granted.

2029 c.4-107.3.4 Design professional in responsible charge. Where it is required
2030 that documents be prepared by a registered design professional, the
2031 building official shall be authorized to require the owner or the owner's
2032 authorized agent to engage and designate on the building permit
2033 application a registered design professional who shall act as the registered
2034 design professional in responsible charge. If the circumstances require,
2035 the owner or the owner's authorized agent shall designate a successor
2036 registered design professional in responsible charge who shall perform
2037 the duties required of the original registered design professional in
2038 responsible charge. The building official shall be notified in writing by the
2039 owner or owner's authorized agent if the registered design professional
2040 in responsible charge is changed or is unable to continue to perform the
2041 duties. Successor registered design professional in responsible charge
2042 licensed under Chapter 471 Florida Statutes shall comply with Section
2043 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001
2044 Florida Administrative Code; or licensed under Chapter 481 Florida
2045 Statutes shall comply with Section 481.221(6) Florida Statute and the
2046 procedure set forth in 61G1-18.002 Florida Administrative Code.

2047 The registered design professional in responsible charge shall be
2048 responsible for reviewing and coordinating submittal documents
2049 prepared by others, including phased and deferred submittal items, for
2050 compatibility with the design of the building.

2051 c.5.(i)-107.3.4.1 Deferred submittals. For the purposes of this paragraph,
2052 deferred submittals are defined as those portions of the design that are

2053 not submitted at the time of the application and that are to be submitted
2054 to the building official.

2055 Deferral of any submittal items shall have the prior approval of the
2056 building official. The registered design professional in responsible charge
2057 shall list the deferred submittals on the construction documents for
2058 review by the building official.

2059 Documents for deferred submittal items shall be submitted to the
2060 registered design professional in responsible charge who shall review
2061 them and forward them to the building official with a notation indicating
2062 that the deferred submittal documents have been reviewed and found to
2063 be in general conformance to the design of the building. The deferred
2064 submittal items shall not be installed until the deferred submittal
2065 documents have been approved by the building official.

2066 c.4.(ii)-107.3.4.2 Certifications by contractors authorized under the
2067 provisions of Section 489.115(4)(b), Florida Statutes, shall be considered
2068 equivalent to sealed plans and specifications by a person licensed under
2069 Chapter 471, Florida Statutes, or Chapter 481, Florida Statutes, by local
2070 enforcement agencies for plans review for permitting purposes relating to
2071 compliance with the wind- resistance provisions of the code or alternate
2072 methodologies approved by the Florida Building Commission for one- and
2073 two-family dwellings. Local enforcement agencies may rely upon such
2074 certification by contractors that the plans and specifications submitted
2075 conform to the requirements of the code for wind resistance. Upon good
2076 cause shown, local government code enforcement agencies may accept
2077 or reject plans sealed by persons licensed under Chapters 471, 481 or 489,
2078 Florida Statutes.

2079 c.5-107.3.5 Minimum plan review criteria for buildings. The examination
2080 of the documents by the building official shall include the following
2081 minimum criteria and documents: a floor plan; site plan; foundation plan;
2082 floor/roof framing plan or truss layout; all fenestration and building
2083 envelope penetrations; flashing; and rough opening dimensions; and all
2084 exterior elevations:

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- 2085 **Commercial Buildings:**
- 2086 **Building:**
- 2087 1. Site requirements:
- 2088 Parking
- 2089 Fire access
- 2090 Vehicle loading
- 2091 Driving/turning radius
- 2092 Fire hydrant/water supply/post indicator valve (PIV)
- 2093 Set back/separation (assumed property lines)
- 2094 Location of specific tanks, water lines and sewer lines
- 2095 Flood hazard areas, flood zones, and design flood elevations
- 2096 2. Occupancy group and special occupancy requirements shall be
- 2097 determined (with cross check with the energy code submittal).
- 2098 3. Minimum type of construction shall be determined (see Table
- 2099 503).
- 2100 4. Fire-resistant construction requirements shall include the
- 2101 following components:
- 2102 Fire-resistant separations
- 2103 Fire-resistant protection for type of construction
- 2104 Protection of openings and penetrations of rated walls
- 2105 Fireblocking and draftstopping and calculated fire resistance
- 2106 5. Fire suppression systems shall include:
- 2107 Early warning smoke evacuation systems
- 2108 Schematic fire sprinklers
- 2109 Standpipes
- 2110 Pre-engineered systems
- 2111 Riser diagram.

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- 2112 6. Life safety systems shall be determined and shall include the
2113 following requirements:
- 2114 Occupant load and egress capacities
 - 2115 Early warning
 - 2116 Smoke control
 - 2117 Stair pressurization
 - 2118 Systems schematic
- 2119 7. Occupancy load/egress requirements shall include:
- 2120 Occupancy load
 - 2121 Gross
 - 2122 Net
 - 2123 Means of egress
 - 2124 Exit access
 - 2125 Exit
 - 2126 Exit discharge
 - 2127 Stairs construction/geometry and protection
 - 2128 Doors
 - 2129 Emergency lighting and exit signs
 - 2130 Specific occupancy requirements
 - 2131 Construction requirements
 - 2132 Horizontal exits/exit passageways
- 2133 8. Structural requirements shall include:
- 2134 Soil conditions/analysis
 - 2135 Termite protection
 - 2136 Design loads
 - 2137 Wind requirements
 - 2138 Building envelope
 - 2139 Impact resistant coverings or systems

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- 2140 Structural calculations (if required)
- 2141 Foundation
- 2142 Flood requirements in accordance with Section 1612 of the
- 2143 Florida Building Code, including lowest floor elevations,
- 2144 enclosures, flood damage- resistant materials
- 2145 Wall systems Floor systems
- 2146 Roof systems
- 2147 Threshold inspection plan
- 2148 Stair systems
- 2149 9. Materials shall be reviewed and shall at a minimum include the
- 2150 following:
- 2151 Wood
- 2152 Steel
- 2153 Aluminum
- 2154 Concrete
- 2155 Plastic
- 2156 Glass
- 2157 Masonry
- 2158 Gypsum board and plaster Insulating (mechanical)
- 2159 Roofing
- 2160 Insulation
- 2161 Building envelope portions of the Energy Code (including
- 2162 calculation and mandatory requirements)
- 2163 10. Accessibility requirements shall include the following:
- 2164 Site requirements
- 2165 Accessible route
- 2166 Vertical accessibility
- 2167 Toilet and bathing facilities
- 2168 Drinking fountains

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- 2169 Equipment
- 2170 Special occupancy requirements
- 2171 Fair housing requirements
- 2172 11. Interior requirements shall include the following:
- 2173 Interior finishes (flame spread/smoke development)
- 2174 Light and ventilation (including corresponding portion of the
- 2175 energy code)
- 2176 Sanitation
- 2177 12. Special systems:
- 2178 Elevators
- 2179 Escalators
- 2180 Lifts
- 2181 13. Swimming pools:
- 2182 Barrier requirements
- 2183 Spas
- 2184 Wading pools
- 2185 14. Location and installation details. The specific location and
- 2186 installation details of each fire door, fire damper, ceiling damper and
- 2187 smoke damper shall be shown and properly identified on the building
- 2188 plans by the designer.
- 2189 **Electrical:**
- 2190 1. Electrical:
- 2191 Wiring
- 2192 Services
- 2193 Feeders and branch circuits
- 2194 Overcurrent protection
- 2195 Grounding
- 2196 Wiring methods and materials
- 2197 GFCIs

2198	Electrical portions of the Energy Code (including calculation and
2199	mandatory requirements)
2200	2. Equipment
2201	3. Special occupancies
2202	4. Emergency systems
2203	5. Communication systems
2204	6. Low voltage
2205	7. Load calculations
2206	8. Design flood elevation
2207	Plumbing:
2208	1. Minimum plumbing facilities
2209	2. Fixture requirements
2210	3. Water supply piping
2211	4. Sanitary drainage
2212	5. Water heaters
2213	6. Vents
2214	7. Roof drainage
2215	8. Back flow prevention
2216	9. Irrigation
2217	10. Location of water supply line
2218	11. Grease traps
2219	12. Environmental requirements
2220	13. Plumbing riser
2221	14. Design flood elevation
2222	15. Water/plumbing portions of the Energy Code (including
2223	calculation and mandatory requirements)

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- 2224 **Mechanical:**
- 2225 1. Mechanical portions of the Energy calculations
- 2226 2. Exhaust systems:
- 2227 Clothes dryer exhaust
- 2228 Kitchen equipment exhaust
- 2229 Specialty exhaust systems
- 2230 3. Equipment
- 2231 4. Equipment location
- 2232 5. Make-up air
- 2233 6. Roof-mounted equipment
- 2234 7. Duct systems
- 2235 8. Ventilation
- 2236 9. Combustion air
- 2237 10. Chimneys, fireplaces and vents
- 2238 11. Appliances
- 2239 12. Boilers
- 2240 13. Refrigeration
- 2241 14. Bathroom ventilation
- 2242 15. Laboratory
- 2243 16. Design flood elevation
- 2244 17. Smoke and/or Fire Dampers
- 2245 **Gas:**
- 2246 1. Gas piping
- 2247 2. Venting
- 2248 3. Combustion air
- 2249 4. Chimneys and vents
- 2250 5. Appliances

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- 2251 6. Type of gas
- 2252 7. Fireplaces
- 2253 8. LP tank location
- 2254 9. Riser diagram/shutoffs
- 2255 10. Design flood elevation
- 2256 11. Gas portions of the Energy Code (including calculation and
- 2257 mandatory requirements)
- 2258 **Demolition:**
- 2259 1. Asbestos removal
- 2260 **Residential (one- and two-family):**
- 2261 1. Site requirements:
- 2262 Set back/separation (assumed property lines) Location of septic
- 2263 tanks
- 2264 2. Fire-resistant construction (if required)
- 2265 3. Fire
- 2266 4. Smoke and/or carbon monoxide alarm/detector locations
- 2267 5. Egress:
- 2268 Egress window size and location stairs construction requirements
- 2269 6. Structural requirements shall include:
- 2270 Wall section from foundation through roof, including assembly
- 2271 and materials connector tables wind requirements structural
- 2272 calculations (if required)
- 2273 Termite protection
- 2274 Design loads
- 2275 Wind requirements
- 2276 Building envelope
- 2277 Foundation
- 2278 Wall systems
- 2279 Floor systems

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- 2280 Roof systems
- 2281 Flood hazard areas, flood zones, design flood elevations, lowest
- 2282 floor elevations, enclosures, equipment, and flood damage-
- 2283 resistant materials
- 2284 7. Accessibility requirements:
- 2285 Show/identify
- 2286 Accessible bath
- 2287 8. Impact resistant coverings or systems
- 2288 9. Residential Energy Code submittal (including calculation and
- 2289 mandatory requirements)
- 2290 **Manufactured buildings/housing:**
- 2291 1. Site requirements
- 2292 Setback/separation (assumed property lines)
- 2293 Location of septic tanks (if applicable)
- 2294 2. Structural
- 2295 Wind zone
- 2296 Flood
- 2297 Anchoring
- 2298 Blocking
- 2299 3. Plumbing
- 2300 List potable water source and meter size (if applicable)
- 2301 4. Mechanical
- 2302 Exhaust systems
- 2303 Clothes dryer exhaust
- 2304 Kitchen equipment exhaust
- 2305 5. Electrical exterior disconnect location
- 2306 **Exemptions:** Plans examination by the building official shall not be
- 2307 required for the following work:

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- 2308 1. Replacing existing equipment such as mechanical units, water
2309 heaters, etc.
- 2310 2. Reroofs
- 2311 3. Minor electrical, plumbing and mechanical repairs
- 2312 4. Annual maintenance permits
- 2313 5. Prototype plans:
- 2314 Except for local site adaptations, siding, foundations and/or
2315 modifications.
- 2316 Except for structures that require waiver.
- 2317 6. Manufactured buildings plan except for foundations and
2318 modifications of buildings on site and as listed above in manufactured
2319 buildings/housing.
- 2320 d-107.4 Amended construction documents. Work shall be installed in
2321 accordance with the approved construction documents, and any changes
2322 made during construction that are not in compliance with the approved
2323 construction documents shall be resubmitted for approval as an amended
2324 set of construction documents.
- 2325 e-107.5 Retention of construction documents. One set of approved
2326 construction documents shall be retained by the building official for a
2327 period of not less than 180 days from date of completion of the permitted
2328 work, or as required by state or local laws.
- 2329 f-107.6 Affidavits. The building official may accept a sworn affidavit from
2330 a registered architect or engineer stating that the plans submitted
2331 conform to the technical codes. For buildings and structures, the affidavit
2332 shall state that the plans conform to the laws as to egress, type of
2333 construction and general arrangement and, if accompanied by drawings,
2334 show the structural design and that the plans and design conform to the
2335 requirements of the technical codes as to strength, stresses, strains, loads
2336 and stability. The building official may without any examination or
2337 inspection accept such affidavit, provided the architect or engineer who
2338 made such affidavit agrees to submit to the building official copies of
2339 inspection reports as inspections are performed and upon completion of
2340 the structure, electrical, gas, mechanical or plumbing systems a
2341 certification that the structure, electrical, gas, mechanical or plumbing

system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.

d.1-107.6.1 Building permits issued in flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Paragraphs n-105.14 and f-107.6, shall not extend to the flood load and flood-resistance construction requirements of the Florida Building Code.

d.2-107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

g-107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters, parts, paragraphs, and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

PART 8 TEMPORARY STRUCTURES AND USES

2378 a-108.1 General. The building official is authorized to issue a permit for
2379 temporary structures and temporary uses. Such permits shall be limited
2380 as to time of service, but shall not be permitted for more than 180 days.
2381 The building official is authorized to grant extensions for demonstrated
2382 cause.

2383 b-108.2 Conformance. Temporary structures and uses shall comply with
2384 the requirements in Section 3103 of the Florida Building Code.

2385 c-108.3 Temporary power. The building official is authorized to give
2386 permission to temporarily supply and use power in part of an electric
2387 installation before such installation has been fully completed and the final
2388 certificate of completion has been issued. The part covered by the
2389 temporary certificate shall comply with the requirements specified for
2390 temporary lighting, heat or power in NFPA 70.

2391 d-108.4 Termination of approval. The building official is authorized to
2392 terminate such permit for a temporary structure or use and to order the
2393 temporary structure or use to be discontinued.

2394 **PART 9 FEES**

2395 a-109.1 Payment of fees. A permit shall not be valid until the fees
2396 prescribed by law have been paid, nor shall an amendment to a permit be
2397 released until the additional fee, if any, has been paid.

2398 b-109.2 Schedule of permit fees. On buildings, structures, electrical, gas,
2399 mechanical, and plumbing systems or alterations requiring a permit, a fee
2400 for each permit shall be paid as required, in accordance with the schedule
2401 as established by the applicable governing authority.

2402 b.1-109.2.1 Types of Fees Enumerated. Fees may be charged for but not
2403 limited to the following:

- 2404 1. Permits;
- 2405 2. Plans examination;
- 2406 3. Certificates of competency (including fees for applications,
2407 examinations, renewal, late renewal, and reciprocity);
- 2408 4. Re-inspections;
- 2409 5. Administrative fees (including fees for investigative and legal costs
2410 incurred in the context of certain disciplinary cases heard by the
2411 board);

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- 2412 6. Variance requests;
- 2413 7. Administrative appeals;
- 2414 8. Violations; and
- 2415 9. Other fees as established by local resolution or ordinance.
- 2416 c-109.3 Building permit valuations. The applicant for a permit shall
- 2417 provide an estimated permit value at time of application. Permit
- 2418 valuations shall include total value of work, including materials and labor,
- 2419 for which the permit is being issued, such as electrical, gas, mechanical,
- 2420 plumbing equipment and permanent systems. If, in the opinion of the
- 2421 building official, the valuation is underestimated on the application, the
- 2422 permit shall be denied, unless the applicant can show detailed estimates
- 2423 to meet the approval of the building official. Final building permit
- 2424 valuation shall be set by the building official.
- 2425 d-109.4 Work commencing before permit issuance. Any person who
- 2426 commences any work on a building, structure, electrical, gas, mechanical
- 2427 or plumbing system before obtaining the necessary permits or without
- 2428 prior approval from the building official as permitted in Paragraph b.2-
- 2429 105.2.2 or i-105.12 shall be subject to a fee established by the building
- 2430 official that shall be in addition to the required permit fees or as provided
- 2431 by local ordinance. This provision shall not apply to emergency work when
- 2432 delay would clearly have placed life or property in imminent danger. But
- 2433 in all such cases the required permit(s) must be applied for within three
- 2434 (3) business days and any unreasonable delay in obtaining those permit(s)
- 2435 shall result in the charge of a double fee. The payment of a double fee
- 2436 shall not preclude or be deemed a substitute for prosecution for
- 2437 commencing work without first obtaining a permit. The building official
- 2438 may grant extensions of time or waive fees when justifiable cause has
- 2439 been demonstrated in writing.
- 2440 e-109.5 Related fees. The payment of the fee for the construction,
- 2441 alteration, removal or demolition for work done in connection to or
- 2442 concurrently with the work authorized by a building permit shall not
- 2443 relieve the applicant or holder of the permit from the payment of other
- 2444 fees that are prescribed by law.
- 2445 f-109.6 Refunds. The building official is authorized to establish a refund
- 2446 policy.

PART 10 INSPECTIONS

a-110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain exposed and provided with access for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

a.1-110.1.1 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

a.2-110.1.2 Inspection service. The building official may make, or cause to be made, the inspections required by Part 10. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the building official. The building official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes; or licensed under Chapter 471 or 481 Florida Statutes.

b-110.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

c-110.3 Required inspections. The building official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

Stem-wall

Monolithic slab-on-grade

Piling/pile caps

Footers/grade beams

- 1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

- 1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

- 1.3. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the building official.

2. Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes,

2517 chimneys, ducts and vents are complete and the rough electrical,
2518 plumbing, heating wires, pipes and ducts are approved and shall at a
2519 minimum include the following building components:

2520 Window/door framing

2521 Window U-factor/SHGC (as indicated on approved energy
2522 calculations)

2523 Vertical cells/columns

2524 Lintel/tie beams

2525 Framing/trusses/bracing/connectors (including truss layout and
2526 engineered drawings)

2527 Draftstopping/fireblocking

2528 Curtain wall framing

2529 Energy insulation (Insulation R-factor as indicated on approved
2530 energy calculations)

2531 Accessibility

2532 Verify rough opening dimensions are within tolerances.

2533 Window/door buck attachment

2534 2.1 Insulation Inspection: To be made after the framing inspection is
2535 approved and the insulation is in place, according to approved energy
2536 calculation submittal. Includes wall and ceiling insulation.

2537 2.2 Lath and gypsum board inspection for fire-resistance rated or
2538 shear assemblies. Lath and gypsum board inspections shall be made
2539 after lathing and gypsum board, interior and exterior, is in place, but
2540 before ant plastering is applied or gypsum board joints and fasteners
2541 are taped and finished.

2542 3. Sheathing inspection. To be made either as part of a dry-in
2543 inspection or done separately at the request of the contractor after
2544 all roof and wall sheathing and fasteners are complete and shall at a
2545 minimum include the following building components:

2546 Roof sheathing

2547 Wall sheathing

2548 Continuous air barrier

2549	Exterior siding/cladding
2550	Sheathing fasteners
2551	Roof/wall dry-in
2552	Sheathing fasteners installed and found to be missing the
2553	structural member (shiners) shall be removed and properly
2554	reinstalled prior to installation of the dry-in material.
2555	4. Exterior wall coverings. Shall at a minimum include the following
2556	building components in progress inspections:
2557	Exterior wall coverings and veneers
2558	Soffit coverings
2559	5. Roofing inspection. Shall at a minimum be made in at least two
2560	inspections and include the following building components:
2561	Dry-in
2562	Insulation
2563	Roof coverings (including In Progress as necessary)
2564	Insulation on roof deck (according to submitted energy
2565	calculation)
2566	Flashing
2567	5.1 Re-roof sheathing inspection. An affidavit with a notarized
2568	signature of a state or locally licensed roofing contractor for the
2569	installation of additional sheathing fasteners as required by the
2570	Existing Building Code may be accepted at the discretion of the
2571	building official.
2572	6. Final inspection. To be made after the building is completed and
2573	ready for occupancy.
2574	6.1. In flood hazard areas, as part of the final inspection, a final
2575	certification of the lowest floor elevation or the elevation to which a
2576	building is dry floodproofed, as applicable, shall be submitted to the
2577	authority having jurisdiction.
2578	7. Swimming pool inspection. First inspection to be made after
2579	excavation and installation of reinforcing steel, bonding and main
2580	drain and prior to placing of concrete.

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- 2581 1. Steel reinforcement inspection
- 2582 2. Underground electric inspection
- 2583 3. Underground piping inspection including a pressure test.
- 2584 4. Underground electric inspection under deck area (including
- 2585 the equipotential bonding)
- 2586 5. Underground piping inspection under deck area
- 2587 6. Deck inspection: to be made prior to installation of the deck
- 2588 material (with forms, deck drains, and any reinforcement in place
- 2589 7. Safety Inspection; Made prior to filling the pool with the
- 2590 bonding connections made, the proper drain covers installed and
- 2591 the final barriers installed.
- 2592 8. Final pool piping
- 2593 9. Final Electrical inspection
- 2594 10. Final inspection to be made when the swimming pool is
- 2595 complete and all required enclosure requirements are in place.
- 2596 In order to pass final inspection and receive a certificate of
- 2597 completion, a residential swimming pool must meet the
- 2598 requirements relating to pool safety features as described in
- 2599 Section 454.2.17 of the Florida Building Code.
- 2600 8. Demolition inspections. First inspection to be made after all utility
- 2601 connections have been dis- connected and secured in such manner
- 2602 that no unsafe or unsanitary conditions shall exist during or after
- 2603 demolition operations.
- 2604 Final inspection to be made after all demolition work is completed.
- 2605 9. Manufactured building inspections. The building department shall
- 2606 inspect construction of foundations; connecting buildings to
- 2607 foundations; installation of parts identified on plans as site installed
- 2608 items, joining the modules, including utility cross- overs; utility
- 2609 connections from the building to utility lines on site; and any other
- 2610 work done on site which requires compliance with the Florida
- 2611 Building Code. Additional inspections may be required for public
- 2612 educational facilities (see Section 453.27.20 of the Florida Building
- 2613 Code).

2614 10. Where impact-resistant coverings or impact-resistant systems
2615 are installed, the building official shall schedule adequate inspections
2616 of impact-resistant coverings or impact-resistant systems to
2617 determine the following:

2618 The system indicated on the plans was installed.

2619 The system is installed in accordance with the manufacturer's
2620 installation instructions and the product approval.

2621 **Electrical**

2622 1. Underground inspection. To be made after trenches or ditches are
2623 excavated, conduit or cable installed, and before any backfill is put in
2624 place.

2625 2. Rough-in inspection. To be made after the roof, framing,
2626 fireblocking and bracing is in place and prior to the installation of wall
2627 or ceiling membranes.

2628 3. Final inspection. To be made after the building is complete, all
2629 required electrical fixtures are in place and properly connected or
2630 protected, and the structure is ready for occupancy.

2631 4. Existing Swimming Pools. To be made after all repairs or alterations
2632 are complete, all required electrical equipment, GFCI protection, and
2633 equipotential bonding are in place on said alterations or repairs.

2634 **Plumbing**

2635 1. Underground inspection. To be made after trenches or ditches are
2636 excavated, piping installed, and before any backfill is put in place.

2637 2. Rough-in inspection. To be made after the roof, framing,
2638 fireblocking and bracing is in place and all soil, waste and vent piping
2639 is complete, and prior to this installation of wall or ceiling
2640 membranes.

2641 Includes plumbing provisions of the energy code and approved
2642 energy calculation provisions.

2643 3. Final inspection. To be made after the building is complete, all
2644 plumbing fixtures are in place and properly connected, and the
2645 structure is ready for occupancy.

2646 Note: See Section 312 of the Florida Building Code, Plumbing for
2647 required tests.

2648 **Mechanical**

2649 1. Underground inspection. To be made after trenches or ditches are
2650 excavated, underground duct and fuel piping installed, and before
2651 any backfill is put in place.

2652 2. Rough-in inspection. To be made after the roof, framing,
2653 fireblocking and bracing are in place and all ducting, and other
2654 concealed components are complete, and prior to the installation of
2655 wall or ceiling membranes.

2656 Includes mechanical provisions of the energy code and approved
2657 energy calculation provisions.

2658 3. Final inspection. To be made after the building is complete, the
2659 mechanical system is in place and properly connected, and the
2660 structure is ready for occupancy.

2661 **Gas**

2662 1. Rough piping inspection. To be made after all new piping
2663 authorized by the permit has been installed, and before any such
2664 piping has been covered or concealed or any fixtures or gas
2665 appliances have been connected.

2666 Includes gas provisions of the energy code and approved energy
2667 calculation provisions.

2668 2. Final piping inspection. To be made after all piping authorized by
2669 the permit has been installed and after all portions which are to be
2670 concealed by plastering or otherwise have been so concealed, and
2671 before any fixtures or gas appliances have been connected. This
2672 inspection shall include a pressure test.

2673 3. Final inspection. To be made on all new gas work authorized by
2674 the permit and such portions of existing systems as may be affected
2675 by new work or any changes, to ensure compliance with all the
2676 requirements of this code and to assure that the installation and
2677 construction of the gas system is in accordance with reviewed plans.

2678 **Site Debris**

2679 1. The contractor and/or owner of any active or inactive construction
2680 project shall be responsible for the clean-up and removal of all
2681 construction debris or any other miscellaneous discarded articles
2682 during the course of the construction project and prior to receiving
2683 final inspection approval. Construction job sites must be kept clean
2684 and in a safe condition at all times.

2685 2. All debris shall be kept in such a manner as to prevent it from being
2686 spread by any means.

2687 c.1-110.3.1 Footing and foundation inspection.

2688 Footing and foundation inspections shall be made after excavations for
2689 footings are complete and any required reinforcing steel is in place. For
2690 concrete foundations, any required forms shall be in place prior to
2691 inspection. Materials for the foundation shall be on the job, except where
2692 concrete is ready mixed in accordance with ASTM C 94, the concrete need
2693 not be on the job.

2694 c.2-110.3.2 Concrete slab and under-floor inspection. Concrete slab and
2695 under-floor inspections shall be made after in-slab or under-floor
2696 reinforcing steel and building service equipment, conduit, piping
2697 accessories and other ancillary equipment items are in place, but before
2698 any concrete is placed or floor sheathing installed, including the subfloor.

2699 c.3-110.3.3 Lowest floor elevation. In flood hazard areas, upon placement
2700 of the lowest floor, including the basement, and prior to further vertical
2701 construction, the elevation certification required in Section 1612.4 of the
2702 Florida Building Code, Building and Section R322 of the Florida Building
2703 Code, Residential, shall be submitted to the building official.

2704 c.4-110.3.4 Frame inspection. Framing inspections shall be made after the
2705 roof deck or sheathing, all framing, fireblocking and bracing are in place
2706 and pipes, chimneys and vents to be concealed are complete and the
2707 rough electrical, plumbing, heating wires, pipes and ducts are approved.

2708 c.5-110.3.5 Lath, gypsum board and gypsum panel product inspection.
2709 Lath, gypsum board and gypsum panel product inspections shall be made
2710 after lathing, gypsum board and gypsum panel products, interior and
2711 exterior, are in place, but before any plastering is applied or gypsum board
2712 and gypsum panel product joints and fasteners are taped and finished.

2713 Exception: Gypsum board and gypsum panel products that are not
2714 part of a fire-resistance-rated assembly or a shear assembly.

2715 c.6-110.3.6 Weather-exposed balcony and walking surface waterproofing.
2716 Where balcony or other elevated walking surfaces are exposed to water
2717 from direct or blowing rain or irrigation, and the structural framing is
2718 protected by an impervious moisture barrier, all elements of the
2719 impervious-moisture-barrier system shall not be concealed until
2720 inspected and approved.

2721 c.7-110.3.7 Fire and smoke-resistant penetrations. Protection of joints
2722 and penetrations in fire-resistance- rated assemblies, smoke barriers and
2723 smoke partitions shall not be concealed from view until inspected and
2724 approved.

2725 c.8-110.3.8 Energy efficiency inspections. Inspections shall be made to
2726 determine compliance with FBC, Energy Conservation and confirm with
2727 the approved energy code submittal (by appropriate trade) and
2728 corresponding mandatory requirements and shall include, but not be
2729 limited to, inspections for: corresponding envelope insulation R- and U-
2730 values, fenestration U-value, and Solar Heat Gain Coefficient, duct system
2731 R-value, and HVAC, lighting, electrical and water-heating equipment
2732 efficiency.

2733 c.9-110.3.9 Other inspections. In addition to the inspections specified in
2734 Paragraphs c-110.3 through c.8-110.3.8, the building official is authorized
2735 to make or require other inspections of any construction work to ascertain
2736 compliance with the provisions of this code and other laws that are
2737 enforced by the department of building safety.

2738 c.10-110.3.10 Special inspections. Reserved.

2739 c.11-110.3.11 Final inspection. The final inspection shall be made after all
2740 work required by the building permit is completed.

2741 c.11.(i)-110.3.11.1 Flood hazard documentation.

2742 If located in a flood hazard area, documentation as required in Section
2743 1612.5 of the Florida Building Code, Building; or Section R322 of the
2744 Florida Building Code, Residential, shall be submitted to the building
2745 official prior to the final inspection.

2746 c.11.(ii)-110.3.11.2 Commercial Energy Code documentation. If required
2747 by energy code path submittal, confirmation that commissioning result
2748 requirements have been received by building owner.

2749 c.11.(iii)-110.3.11.3 Residential Energy Code documentation. If required
2750 by energy code path submittal (R405), confirmation that the envelope and
2751 duct test requirements shall be received by building official.

2752 c.12-110.3.12 Termites. Building components and building surroundings
2753 required to be protected from termite damage in accordance with
2754 Section 1503.7, Section 2304.12.9 or Section 2304.12.4 of the Florida
2755 Building Code, specifically required to be inspected for termites in
2756 accordance with Section 2114 of said code, or required to have chemical
2757 soil treatment in accordance with Section 1816 of said code shall not be
2758 covered or concealed until the release from the building official has been
2759 received.

2760 c.13-110.3.13 Impact-resistant coverings or systems. Where impact-
2761 resistant coverings or systems are installed to meet requirements of this
2762 code, the building official shall schedule adequate inspections of impact-
2763 resistant coverings or systems to determine the following:

- 2764 1. The system indicated on the plans was installed.
- 2765 2. The system is installed in accordance with the manufacturer's
2766 installation instructions and the product approval.

2767 d-110.4 Inspection agencies. The building official is authorized to accept
2768 reports of approved inspection agencies, provided such agencies satisfy
2769 the requirements as to qualifications and reliability.

2770 e-110.5 Inspection requests. It shall be the duty of the holder of the
2771 building permit or their duly authorized agent to notify the building official
2772 when work is ready for inspection. It shall be the duty of the permit holder
2773 to provide access to and means for inspections of such work that are
2774 required by this code.

2775 f-110.6 Approval required. Work shall not be done beyond the point
2776 indicated in each successive inspection without first obtaining the
2777 approval of the building official. The building official, upon notification,
2778 shall make the requested inspections and shall either indicate the portion
2779 of the construction that is satisfactory as completed, or notify the permit
2780 holder or his or her agent wherein the same fails to comply with this code.

2781 Any portions that do not comply shall be corrected and such portion shall
2782 not be covered or concealed until authorized by the building official.

2783 g-110.7 Shoring. For threshold buildings, shoring and associated
2784 formwork or falsework shall be designed and inspected by a Florida
2785 licensed professional engineer prior to any required mandatory
2786 inspections by the threshold building inspector.

2787 h-110.8 Threshold building.

2788 h.1-110.8.1 During new construction or during repair or restoration
2789 projects in which the structural system or structural loading of a building
2790 is being modified, the enforcing agency shall require a special inspector to
2791 perform structural inspections on a threshold building pursuant to a
2792 structural inspection plan prepared by the engineer or architect of record.
2793 The structural inspection plan must be submitted to the enforcing agency
2794 prior to the issuance of a building permit for the construction of a
2795 threshold building. The purpose of the structural inspection plans is to
2796 provide specific inspection procedures and schedules so that the building
2797 can be adequately inspected for compliance with the permitted
2798 documents. The special inspector may not serve as a surrogate in carrying
2799 out the responsibilities of the building official, the architect, or the
2800 engineer of record. The contractor's contractual or statutory obligations
2801 are not relieved by any action of the special inspector.

2802 h.2-110.8.2 The special inspector shall determine that a professional
2803 engineer who specializes in shoring design has inspected the shoring and
2804 reshoring for conformance with the shoring and reshoring plans
2805 submitted to the enforcing agency. A fee simple title owner of a building,
2806 which does not meet the minimum size, height, occupancy, occupancy
2807 classification, or number-of-stories criteria which would result in
2808 classification as a threshold building under s. 553.71(7), Florida Statutes
2809 may designate such building as a threshold building, subject to more than
2810 the minimum number of inspections required by the Florida Building
2811 Code.

2812 h.3-110.8.3 The fee owner of a threshold building shall select and pay all
2813 costs of employing a special inspector, but the special inspector shall be
2814 responsible to the enforcement agency. The inspector shall be a person
2815 certified, licensed or registered under Chapter 471, Florida Statutes, as an
2816 engineer or under Chapter 481, Florida Statutes, as an architect.

2817 h.4-110.8.4 Each enforcement agency shall require that, on every
2818 threshold building:

2819 h.4.(i)-110.8.4.1 The special inspector, upon completion of the building
2820 and prior to the issuance of a certificate of occupancy, file a signed and
2821 sealed statement with the enforcement agency in substantially the
2822 following form: "To the best of my knowledge and belief, the above
2823 described construction of all structural load- bearing components
2824 complies with the permitted documents, and the shoring and reshoring
2825 conforms to the shoring and reshoring plans submitted to the
2826 enforcement agency."

2827 h.4.(ii)-110.8.4.2 Any proposal to install an alternate structural product or
2828 system to which building codes apply be submitted to the enforcement
2829 agency for review for compliance with the codes and made part of the
2830 enforcement agency's recorded set of permit documents.

2831 h.4.(iii)-110.8.4.3 All shoring and reshoring procedures, plans and details
2832 be submitted to the enforcement agency for recordkeeping. Each shoring
2833 and reshoring installation shall be supervised, inspected and certified to
2834 be in compliance with the shoring documents by the contractor.

2835 h.4.(iv)-110.8.4.4 All plans for the building which are required to be signed
2836 and sealed by the architect or engineer of record contain a statement
2837 that, to the best of the architect's or engineer's knowledge, the plans and
2838 specifications comply with the applicable minimum building codes and
2839 the applicable fire-safety standards as deter- mined by the local authority
2840 in accordance with this paragraph and Chapter 633, Florida Statutes.

2841 h.5-110.8.5 No enforcing agency may issue a building permit for
2842 construction of any threshold building except to a licensed general
2843 contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a
2844 licensed building contractor, as defined in Section 489.105(3)(b), Florida
2845 Statutes, within the scope of her or his license. The named contractor to
2846 whom the building permit is issued shall have the responsibility for
2847 supervision, direction, management and control of the construction
2848 activities on the project for which the building permit was issued.

2849 h.6-110.8.6 The building department may allow a special inspector to
2850 conduct the minimum structural inspection of threshold buildings
2851 required by this code, Section 553.73, Florida Statutes, without
2852 duplicative inspection by the building department. The building official is

responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

i-110.9 Mandatory structural inspections for condominium and cooperative buildings.

i.1-110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

i.2-110.9.2. As used in this Paragraph i.1-110.9, the terms:

(a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not

2889 include surface imperfections such as cracks, distortion, sagging,
2890 deflections, misalignment, signs of leakage, or peeling of finishes unless
2891 the licensed engineer or architect performing the phase one or phase two
2892 inspection determines that such surface imperfections are a sign of
2893 substantial structural deterioration.

2894 i.3-110.9.3.

2895 (a) An owner or owners of a building that is three stories or more in
2896 height as determined by the Florida Building Code and that is subject,
2897 in whole or in part, to the condominium or cooperative form of
2898 ownership as a residential condominium under chapter 718, Florida
2899 Statutes, or a residential cooperative under chapter 719, Florida
2900 Statutes, must have a milestone inspection performed by December
2901 31 of the year in which the building reaches 30 years of age, based on
2902 the date the certificate of occupancy for the building was issued, and
2903 every 10 years thereafter. If a building reached 30 years of age before
2904 July 1, 2022, the building's initial milestone inspection must be
2905 performed before December 31, 2024. If a building reaches 30 years
2906 of age on or after July 1, 2022, and before December 31, 2024, the
2907 building's initial milestone inspection must be performed before
2908 December 31, 2025. If the date of issuance for the certificate of
2909 occupancy is not available, the date of issuance of the building's
2910 certificate of occupancy shall be the date of occupancy evidenced in
2911 any record of the local building official.

2912 (b) The local enforcement agency may determine that local
2913 circumstances, including environmental conditions such as proximity
2914 to salt water as defined in s. 379.101, require that a milestone
2915 inspection must be performed by December 31 of the year in which
2916 the building reaches 25 years of age, based on the date the certificate
2917 of occupancy for the building was issued, and every 10 years
2918 thereafter.

2919 (c) The local enforcement agency may extend the date by which a
2920 building's initial milestone inspection must be completed upon a
2921 showing of good cause by the owner or owners of the building that
2922 the inspection cannot be timely completed if the owner or owners
2923 have entered into a contract with an architect or engineer to perform
2924 the milestone inspection and the inspection cannot reasonably be

2925 completed before the deadline or other circumstance to justify an
2926 extension.

2927 (d) The local enforcement agency may accept an inspection report
2928 prepared by a licensed engineer or architect for a structural integrity
2929 and condition inspection of a building performed before July 1, 2022,
2930 if the inspection and report substantially comply with the
2931 requirements of this paragraph. Notwithstanding when such
2932 inspection was completed, the condominium or cooperative
2933 association must comply with the unit owner notice requirements in
2934 Paragraph i.9-110.9.9. The inspection for which an inspection report
2935 is accepted by the local enforcement agency under this paragraph is
2936 deemed a milestone inspection for the applicable requirements in
2937 chapters 718 and 719. If a previous inspection and report is accepted
2938 by the local enforcement agency under this paragraph, the deadline
2939 for the building's subsequent 10-year milestone inspection is based
2940 on the date of the accepted previous inspection.

2941 i.4-110.9.4. The milestone inspection report must be arranged by a
2942 condominium or cooperative association and any owner of any portion of
2943 the building which is not subject to the condominium or cooperative form
2944 of ownership. The condominium association or cooperative association
2945 and any owner of any portion of the building which is not subject to the
2946 condominium or cooperative form of ownership are each responsible for
2947 ensuring compliance with the requirements of this paragraph. The
2948 condominium association or cooperative association is responsible for all
2949 costs associated with the milestone inspection attributable to the
2950 portions of a building which the association is responsible to maintain
2951 under the governing documents of the association. This paragraph does
2952 not apply to a single-family, two-family, or three-family dwelling with
2953 three or fewer habitable stories above ground.

2954 i.5-110.9.5. Upon determining that a building must have a milestone
2955 inspection, the local enforcement agency must provide written notice of
2956 such required inspection to the condominium association or cooperative
2957 association and any owner of any portion of the building which is not
2958 subject to the condominium or cooperative form of ownership, as
2959 applicable, by certified mail, return receipt requested. The condominium
2960 or cooperative association must notify the unit owners of the required
2961 milestone inspection within 14 days after receipt of the written notice

from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

i.6-110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Paragraph i.5-110.9.5. For purposes of this paragraph, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

i.7-110.9.7. A milestone inspection consists of two phases:

i.7.(i)-110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Paragraph i.7.(ii)-110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Paragraph i.8-110.9.8.

i.7.(ii)-110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with

2999 a timeline for completion of the phase two inspection. An inspector who
3000 completes a phase two milestone inspection shall prepare and submit an
3001 inspection report pursuant to Paragraph i.8-110.9.8.

3002 i.8-110.9.8. Upon completion of a phase one or phase two milestone
3003 inspection, the architect or engineer who performed the inspection must
3004 submit a sealed copy of the inspection report with a separate summary
3005 of, at minimum, the material findings and recommendations in the
3006 inspection report to the condominium association or cooperative
3007 association, to any other owner of any portion of the building which is not
3008 subject to the condominium or cooperative form of ownership, and to the
3009 building official of the local government which has jurisdiction. The
3010 inspection report must, at a minimum, meet all of the following criteria:

3011 (a) Bear the seal and signature, or the electronic signature, of the
3012 licensed engineer or architect who performed the inspection.

3013 (b) Indicate the manner and type of inspection forming the basis for
3014 the inspection report.

3015 (c) Identify any substantial structural deterioration, within a
3016 reasonable professional probability based on the scope of the
3017 inspection, describe the extent of such deterioration, and identify any
3018 recommended repairs for such deterioration.

3019 (d) State whether unsafe or dangerous conditions, as those terms are
3020 defined in the Florida Building Code, were observed.

3021 (e) Recommend any remedial or preventive repair for any items that
3022 are damaged but are not substantial structural deterioration.

3023 (f) Identify and describe any items requiring further inspection.

3024 i.9-110.9.9. Within 45 days after receiving the applicable inspection
3025 report, the condominium or cooperative association must distribute a
3026 copy of the inspector-prepared summary of the inspection report to each
3027 condominium unit owner or cooperative unit owner, regardless of the
3028 findings or recommendations in the report, by United States mail or
3029 personal delivery at the mailing address, property address, or any other
3030 address of the owner provided to fulfill the association's notice
3031 requirements under chapter 718 or chapter 719, as applicable, and by
3032 electronic transmission to the e-mail address or facsimile number
3033 provided to fulfill the association's notice requirements to unit owners

who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association’s website, if the association is required to have a website.

i.10-110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this paragraph.

i.11-110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this paragraph schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

PART 11 CERTIFICATE OF OCCUPANCY

a-111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Paragraph b-105.2.

b-111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

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- 3069 2. The address of the structure.
- 3070 3. The name and address of the owner or the owner's authorized
3071 agent.
- 3072 4. A description of that portion of the structure for which the
3073 certificate is issued.
- 3074 5. A statement that the described portion of the structure has been
3075 inspected for compliance with the requirements of this code for the
3076 occupancy and division of occupancy and the use for which the
3077 proposed occupancy is classified.
- 3078 6. For buildings and structures in flood hazard areas, a statement that
3079 documentation of the as-built lowest floor elevation has been
3080 provided and is retained in the records of the building official.
- 3081 7. The name of the building official.
- 3082 8. The edition of the code under which the permit was issued.
- 3083 9. The use and occupancy, in accordance with the provisions of
3084 Chapter 3 of the Florida Building Code.
- 3085 10. The type of construction as defined in Chapter 6 of the Florida
3086 Building Code.
- 3087 11. The design occupant load.
- 3088 12. If an automatic sprinkler system is provided, whether the
3089 sprinkler system is required.
- 3090 13. Any special stipulations and conditions of the building permit.
- 3091 c-111.3 Temporary occupancy. The building official is authorized to issue
3092 a temporary certificate of occupancy before the completion of the entire
3093 work covered by the permit, provided that such portion or portions shall
3094 be occupied safely. The building official shall set a time period during
3095 which the temporary certificate of occupancy is valid.
- 3096 d-111.4 Revocation. The building official is authorized to, in writing,
3097 suspend or revoke a certificate of occupancy or completion issued under
3098 the provisions of this code wherever the certificate is issued in error, or
3099 on the basis of incorrect information supplied, or where it is determined
3100 that the building or structure or portion thereof is in violation of any
3101 ordinance or regulation or any of the provisions of this code.

e-111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

PART 12 SERVICE UTILITIES

a-112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

b-112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

c-112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Paragraph d-101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Paragraph a-112.1 or b-112.2. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

PART 13 BOARD OF APPEALS

Reserved

PART 14 VIOLATIONS

a-114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

b-114.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection,

construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

c-114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

d-114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

PART 15 STOP WORK ORDER

a-115.1 Authority. Where the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.

b-115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

c-115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

PART 16 UNSAFE STRUCTURES AND EQUIPMENT

a-116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this paragraph. A vacant structure that is not secured against entry shall be deemed unsafe.

b-116.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

c-116.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

d-116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

e-116.5 Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations,

additions and change of occupancy shall comply with the requirements of Paragraph b.2-105.2.2 and the Florida Building Code, Existing Building.

PART 17 VARIANCES IN FLOOD HAZARD AREAS

a-117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of Section R322 of the Florida Building Code, Residential. This paragraph shall not apply to Section 3109 of the Florida Building Code, Building.

Sec. 22-6. Exemptions.

(a) Shall be as set forth in Section 489.103, Florida Statutes.

(b) This article shall not apply to:

- (1) An authorized employee of the United States, this state, or any municipality, county, irrigation district, reclamation district, or any other municipal or political subdivision, except school boards, the board of regents, and community colleges, unless for the purpose of performing routine maintenance or repair or construction not exceeding \$200,000.00 to existing installations, if the employee does not hold himself or herself out for hire or otherwise engage in contracting except in accordance with his or her employment. If the construction, remodeling, or improvement exceeds \$200,000.00, school boards, the board of regents, and community colleges, shall not divide the project into separate components for the purpose of evading this paragraph.
- (2) Public utilities, including special gas districts as defined in Chapter 189, telecommunications companies as defined in Section 364.02(14), Florida Statutes, and natural gas transmission companies as defined in Section 368.103(4), Florida Statutes, on construction, maintenance, and development work performed by their employees, which work, including, but not limited to, work on bridges, roads, streets, highways, or railroads, is incidental to their business. The board shall define, by rule, the term "incidental to their business" for purposes of this subparagraph.
- (3) Owners of property when acting as their own contractor and providing direct, onsite supervision themselves of all work not performed by licensed contractors:

3240 a. When building or improving farm outbuildings or one-family or two-
3241 family residences on such property for the occupancy or use of such
3242 owners and not offered for sale or lease, or building or improving
3243 commercial buildings, at a cost not to exceed \$75,000.00, on such
3244 property for the occupancy or use of such owners and not offered for
3245 sale or lease. In an action brought under this part, proof of the sale or
3246 lease, or offering for sale or lease, of any such structure by the owner-
3247 builder within one year after completion of same creates a
3248 presumption that the construction was undertaken for purposes of
3249 sale or lease.

3250 b. When repairing or replacing wood shakes or asphalt or fiberglass
3251 shingles on one-family, two-family, or three-family residences for the
3252 occupancy or use of such owner or tenant of the owner and not offered
3253 for sale within one year after completion of the work and when the
3254 property has been damaged by natural causes from an event
3255 recognized as an emergency situation designated by executive order
3256 issued by the governor declaring the existence of a state of emergency
3257 as a result and consequence of a serious threat posed to the public
3258 health, safety, and property in this state.

3259 This subparagraph does not exempt any person who is employed by or
3260 has a contract with such owner and who acts in the capacity of a
3261 contractor. The owner may not delegate the owner's responsibility to
3262 directly supervise all work to any other person unless that person is
3263 registered or certified under this part and the work being performed is
3264 within the scope of that person's license. For the purposes of this
3265 subparagraph, the term "owners of property" includes the owner of a
3266 mobile home situated on a leased lot. To qualify for exemption under
3267 this subparagraph, an owner must personally appear and sign the
3268 building permit application and must satisfy local permitting agency
3269 requirements, if any, providing that the owner has a complete
3270 understanding of the owner's obligations under the law as specified in
3271 the disclosure statement in this paragraph. If any person violates the
3272 requirements of this subparagraph, the local permitting agency shall
3273 withhold final approval, revoke the permit, or pursue any action or
3274 remedy for unlicensed activity against the owner and any person
3275 performing work that requires licensure under the permit issued. The

local permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement

State law requires construction to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own contractor with certain restrictions even though you do not have a license. You must provide direct, onsite supervision of the construction yourself. You may build or improve a one-family or two-family residence or a farm outbuilding. You may also build or improve a commercial building, provided your costs do not exceed \$75,000. The building or residence must be for your own use or occupancy. It may not be built or substantially improved for sale or lease. If you sell or lease a building you have built or substantially improved yourself within 1 year after the construction is complete, the law will presume that you built or substantially improved it for sale or lease, which is a violation of this exemption. You may not hire an unlicensed person to act as your contractor or to supervise people working on your building. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances. You may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on your building who is not licensed must work under your direct supervision and must be employed by you, which means that you must deduct F.I.C.A. and withholding tax and provide workers' compensation for that employee, all as prescribed by law. Your construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

- (4) Any construction, alteration, improvement, or repair carried on executed within the limits of any site the title to which is in the United States or with respect to which federal law supersedes this part.

-
- 3310 (5) Any one-family, two-family, or three-family residence constructed by
3311 Habitat for Humanity International, Inc., or its local affiliates. Habitat for
3312 Humanity International, Inc., or its local affiliates, must:
- 3313 a. Obtain all necessary building permits.
3314 b. Obtain all required building code inspections.
3315 c. Provide for supervision of all work by an individual with construction
3316 experience.
- 3317 (6) A disaster recovery mitigation organization or a not-for-profit organization
3318 repairing or replacing a one-family, two-family, or three-family residence
3319 that has been impacted by a disaster when such organization:
- 3320 a. Is using volunteer labor to assist the owner of such residence in
3321 mitigating unsafe living conditions at the residence;
3322 b. Is not holding itself out to be a contractor;
3323 c. Obtains all required building permits;
3324 d. Obtains all required building code inspections; and
3325 e. Provides for the supervision of all work by an individual with
3326 construction experience.
- 3327 (7) The sale, delivery, assembly, or tie-down of prefabricated portable sheds
3328 of not more than 250 square feet in interior size and not intended for use
3329 as a residence or as living quarters. This exemption may not be construed
3330 to interfere with the Building Code or any applicable local technical
3331 amendment to the Building Code, local licensure requirements, or other
3332 local ordinance provisions. A permit is not required for the on-site
3333 assembly or tie-down of prefabricated portable sheds of not more than
3334 250 square feet in interior size and not intended for use as a residence or
3335 living quarters, or portion/auxiliary unit thereof.
- 3336 (8) The sale, delivery, assembly, or tie-down of lawn storage buildings and
3337 storage buildings not exceeding 400 square feet in interior size and
3338 bearing the insignia of approval from the State of Florida Department of
3339 Business and Professional Regulation showing compliance with the
3340 Building Code. A permit is required for the on-site assembly and/or tie
3341 down of prefabricated storage buildings being more than 250 square feet,
3342 but not more than 400 square feet in interior size and not intended for
3343 use as a residence or living quarters, or portion/auxiliary unit thereof.

Secs. 22-7 – 22-10. - Reserved.

ARTICLE II. INSURANCE

Sec. 22-11. Insurance requirements.

(a) Workers' compensation and liability insurance. Every contractor and subcontractor granted a license under the terms of this article shall be required to maintain at all times, with an insurer authorized to do business in the state, workers' compensation insurance (unless exempt by law) and public liability insurance with minimum limits of \$300,000; \$50,000 property damage for general and building contractors; All other contractor categories are required to have a minimum of \$100,000 public liability and \$25,000 property damage.

(b) Filing of insurance certificate. Before a license can be issued the certified person shall file with the office of the building official a certificate as prescribed by the city, signed by a qualified agent of the insurance carrier, stating that policies have been issued to the licensee for: workers' compensation insurance in minimum statutory amounts and other insurance as prescribed in this paragraph; the policy numbers; the name of the company; the effective date of such policies; the expiration date of such policies; together with a statement and a copy of an endorsement placed on such policies requiring 30 days' written notice by registered mail to the office of the building official if it becomes necessary to cancel the policies for any reason.

Sec. 22-12. Payment of business tax fees required prior to engagement in licensed trade.

Except in the case of a Florida Certified Contractor, before any person licensed under this article shall engage in the licensed trade within the city, he shall pay to the city the necessary business tax fee in effect for that occupation or trade at the time of application if his primary business address is within the city limits or provide proof that the required business tax was paid in the jurisdiction of the primary business address.

Sec. 22-13. Duration of licenses.

All licenses shall expire on and shall be null and void and subject to renewal after September 30 of each year, and no contracting work shall be done by, and no

3376 permits shall be issued to, any person licensed under this article who has no such
3377 license in full force and effect.

3378 **Articles III through VI. – Reserved.**

3379 **Secs. 22-14 – 22-150. – Reserved.**

3380 **SECTION 3. CODIFICATION**

3381 It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance
3382 shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The
3383 Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be
3384 changed to “Section”, “Article” or such other word or phrase in order to accomplish such
3385 intention. The correction of typographical errors which do not affect the intent or substance of
3386 the ordinance may be authorized by the City Clerk or the City Clerk’s designee with the consent
3387 of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same
3388 with the City.

3389 **SECTION 4. REPEAL OF ORDINANCES IN CONFLICT**

3390 All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict
3391 with this Ordinance, repealed.

3392 **SECTION 5. PROVIDING FOR SEVERABILITY**

3393 It is the declared intent of the City Council of the City of Lake City that, if any section, sentence,
3394 clause, phrase, or provision of this ordinance is for any reason held or declared to be
3395 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding
3396 of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and
3397 the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be
3398 valid.

3399 **SECTION 6. EFFECTIVE DATE**

3400 This Ordinance shall be effective immediately upon final adoption by the City Council of the City
3401 of Lake City, Florida.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting,
on the ____ day of August, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the ____ day of August, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of September, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

5. City Council Resolution No. 2025-099 - A resolution of the City of Lake City, Florida, approving that certain update to job position and description for Police Chief; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.

CM /rrp
08/01/2025

RESOLUTION NO 2025 - 099

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN UPDATE TO JOB POSITION AND DESCRIPTION FOR POLICE CHIEF; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID POSITION AND DESCRIPTION; DIRECTING THE CITY MANAGER TO UPDATE THE CITY'S POSITION DESCRIPTIONS MANUAL WITH SAID REVISED POSITION AND DESCRIPTION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") presently has an approved Position Description Manual (the "Manual") describing all authorized job positions for the City; and

WHEREAS, the City has need of an update to the description for the position entitled "Police Chief" (the "Revised Position"); and

WHEREAS, the City desires to update the Revised Position and include the Revised Position in the Manual; and

WHEREAS, approving the Revised Position and including the description for the Revised Position in the Manual is in the public interest and in the interests of the City; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Revised Position and including the Revised Position in the Manual is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Revised Position in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The City Manager is directed to take such actions as are necessary to include the Revised Position in the Manual; and

-
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

City of Lake City, FL

Classification Description

Classification Title: POLICE CHIEF
Department: POLICE

Pay Grade: 21
FLSA Status: Exempt

General Description

This is responsible, administrative and technical police work in the direction of personnel and activities of the police department. Work is performed under the general administrative direction of the City Manager.

Nature of Work

Essential Functions:

- Plans, organizes and directs all activities of the police department. Formulates goals and policy for the department.
- Appraises crime prevention and law enforcement problems of the City; develops efficient police solutions and adjusts departmental methods to meet new situations and to improve existing operations and effectiveness.
- Controls expenditures of departmental appropriations and prepares department budget.
- Supervises in the training of members of the police force.
- Advises and assists police officers in non-routine criminal or other investigations.
- Receives and disposes of complaints. Attends, conducts and addresses meetings at public gatherings to explain the activities and functions of the police department and to establish favorable public relations.
- Cooperates with State and Federal officers in the apprehension and detention of wanted persons, and other agencies where activities of the police department are involved.
- Performs routine administrative functions.
- Selects, assesses and makes decisions on hiring, promotions, termination and other disciplinary actions with the City Manager's approval.
- Coordinates, manages, and supervises the security of all properties, buildings, sites, structures, and facilities owned or occupied by the City, and the surveillance systems and processes associated therewith which ownership or occupancy by the City is for the purpose of providing city services to the public.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the

public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of the principles and practices of modern police administration and crime prevention;
- Knowledge of police records and their application to the solution of police problems;
- Knowledge of controlling laws and ordinances;
- Knowledge of standards by which the quality of police service is evaluated;
- Knowledge of the organization and functions of the City departments and of County, State, Federal law enforcement, regulatory, and licensing agencies;
- Knowledge of effective management practices;
- Ability to plan, assign, direct and supervise the activities of the department;
- Ability to establish and maintain effective working relationships with other City officials and the public;
- Ability to express ideas clearly and concisely, orally and in writing;
- Ability to prove strong leadership to the department;
- Ability to make good quality decisions;
- Ability to assess, select and promote quality people; and
- Good public relation skills.

Minimum Qualifications: Must have an Associates Degree in Criminology, Law Enforcement or related field. Two years of managerial experience in the selected field may be substituted for each year of education. Ten (10) years in law enforcement and responsible administrative positions; three (3) years of which must have been at the level of Chief or Assistant Chief in a comparable department and a record of successfully setting and accomplishing goals and objectives. Must possess a Florida Law Enforcement Certification and a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

Environmental Conditions:

- Works inside in an office environment

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

File Attachments for Item:

6. City Council Resolution No. 2025-105 - A resolution of the City of Lake City, Florida, approving that certain Agreement between the City and Hawkins Water Treatment Group, Inc, a Minnesota Corporation, to supply chemicals for the City's Water Treatment Plants; making certain findings of fact in support of the City approving said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Chemicals for Water Treatment Plant (Piggyback City of Palm Coast)

DEPT / OFFICE: Water Treatment Plant

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Mike Osborn	Date 7/21/2025
Recommended Action: Establish Piggyback contract for chemicals for Water Treatment Plant off of contract established by City of Palm Coast ITB-UT-25-54		
Summary Explanation & Background: ITB-UT-25-54 was done by the City of Palm Coast for chemicals for Water Treatment Plant. Our current Piggyback contract is set to expire soon. Contract was awarded to Hawkins, Inc. by the City of Palm Coast on July 15, 2025 for a one (1) year period, with two (2) additional one (1) year option to renew if agreed upon by mutual agreement.		
Alternatives: Not accept to Piggyback off of Palm Coast awarded by ITB-UT-25-54.		
Source of Funds: 410.72.536-030.52 Projected cost exceeds approval by City Manager's \$35,000.00 threshold, will need Council approval.		
Financial Impact: Budgeted in 52 account each Fiscal Year.		
Exhibits Attached: Piggyback-Contract, Advertisement, Solicitation, Bid Tabulation, Resolution, Award		

RESOLUTION NO 2025 - 105

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND HAWKINS WATER TREATMENT GROUP, INC, A MINNESOTA CORPORATION, TO SUPPLY CHEMICALS FOR THE CITY’S WATER TREATMENT PLANTS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has an ongoing need to purchase chemicals for their water treatment plants (the “Products”); and

WHEREAS; the City of Palm Coast, Florida negotiated a contract with Hawkins Water Treatment Group, Inc., a Minnesota corporation (the “Vendor”) to supply the Products to the City of Palm Coast, Florida pursuant to its ITB-UT-25-54 (the “Palm Coast ITB”); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products by the City of Palm Coast, Florida; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Products on such terms and conditions as the Vendor has contracted with the City of Palm Coast, Florida; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of Exhibit “A” attached hereto (the “Agreement”), contingent upon Vendor also executing the Florida-Specific Rider attached hereto as Exhibit “B” (the “Rider”); and

WHEREAS, engaging the Vendor’s services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products in the Agreement is in the public or

community interest and for public welfare; and

2. In furtherance thereof, provided the Vendor agrees to the terms of the Rider and executes same, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement and the Rider; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-UT-25-54 - CHEMICALS FOR WATER TREATMENT PLANTS

Date: 6/12/2025

Appeal Deadline: Appeals must be filed by 5:00 PM on 6/17/2025

Firm	Bid (Sum of all items Bid)
Hawkins, Inc. and Brenntag Mid-South, Inc. Brooker, FL	\$340,825.00
Brenntag Mid-South, Inc. Orlando, FL	\$284,525.03
Shannon Chemical Corporation Malvern, PA	\$163,590.00 Bid only 1 item and the price bid was not competitive

The intent of the City of Palm Coast is to award ITB-UT-25-54 to Hawkins, Inc. and Brenntag Mid-South, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding the NOIT please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Financial Services Director, Helena Alves (HALves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

DE
7/15

City Attorney Review

Initial
MD



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Hawkins, Inc.

Project Name: Chemicals for Water Treatment Plants

Bid/Reference # ITB-UT-25-54

Contract Type: Master Price Agreement

Contract Value \$ Over \$50k

Resolution # 2025-104

City Council Approval Date: 7/15/2025

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 1 year

If Yes, # and length of
renewals: 2 at one year each

Renewable (Y/N): yes

City's Project Manager Donald Holcomb

Brief Description/Purpose:

Purchase of chemicals to be used at the City's Water Treatment Plants

Approvals:

Responsible Dept. Director

DocuSigned by:

Peter Russell

Signed by:

BA684679B2594DF...

Date: Jul 21, 2025 | 3:29 AM PDT

City Finance

Helena Alves

Date: Jul 21, 2025 | 10:47 AM ET

City Attorney

Marcus Duffy

Date: Jul 18, 2025 | 4:11 PM ET

DocuSigned by:

Lauren Johnston

Acting City Manager

17644D609F7D434...

Date: Jul 21, 2025 | 10:48 AM ET

Vendor Name and Email Address: Douglas Lange bids@hawkinsinc.com

EXHIBIT-NOT FOR EXECUTION



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.



Thank you.

Regards,
City of Palm Coast
Budget & Procurement Office



please recycle

palmcoastgov.com

EXHIBIT-NOT FOR EXECUTION



MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this 21 day of July, 2025 ("Effective Date"), between Hawkins, Inc. whose primary place of business is 2381 Rosegate, Roseville, MN 55113 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Invitation to Bid for Chemicals For Water Treatment Plants #ITB-UT-25-54 (ITB) requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement. The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

D. Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Termination.

i. **Termination Without Cause.** CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. **Termination For Cause.** City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirementst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

12. CONTRACTOR PREFERENCE. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee

participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. **CONTRACT DOCUMENTS.** The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
14. **ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.
16. **E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
 - B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.
17. **INDEPENDENT CONTRACTOR.** The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
18. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Douglas Lange
Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113

- 19. PUBLIC RECORDS LAW.** The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

- 20. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order, SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.
- 21. UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.
- 22. WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with

the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Jul 21, 2025 | 10:48 AM EDT

HAWKINS, INC.

Signed by:
By: Douglas Lange
379872041256437
Authorized Signatory

Print: Douglas Lange

Title: VP of Hawkins Water Treatment Group

Date: Jul 17, 2025 | 2:12 PM PDT

Exhibits:

A: Product/Price List

B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

PRICE SCHEDULE

Hawkins Inc

Company Name of Bidder

2381 Rosegate

Mailing Address

Roseville, MN 55113

City, State, ZIP

bids@hawkinsinc.com 612-331-6910

Email Phone Number

CHEMICAL	ESTIMATED ANNUAL VOLUME	UNIT OF MEASURE	BID PRICE SUBMISSION
LIQUID SULFURIC ACID	7,100	Wet Ton \$4.00/gallon	\$28,400.00
LIQUID CORROSION INHIBITOR	7,000	Gallons \$14.00/gallon	\$98,000.00
AMMONIUM SULFATE SOLUTION	36,000	Gallons \$5.60/gallon	\$201,600.00
LIQUID SODIUM HYPOCHLORITE	4,500	Gallons \$2.85/gallon	\$12,825.00
SUM OF FOUR (4) ITEMS			\$340,825.00

Price in US Dollars: SUM FROM ABOVE \$ 340,825.00

Price written out: three hundred forty thousand eight hundred twenty-five dollars

Prices shall include all applicable taxes.

Exhibit B INSURANCE REQUIREMENTS

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- 1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

- 3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage
 \$500,000.00 (Each Accident)
 \$500,000.00 (Disease-Each Employee)
 \$500,000.00 (Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.


B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Hawkins Inc
<small>Name of Bidder</small>
Douglas Lange, Vice President, Water Treatment Group
<small>Name and Titles of Authorized Representative(s)</small>

<small>Signature(s)</small>
06/04/2025
<small>Printed Date</small>

June 4, 2025



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910
Fax: (612) 331-5304

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify Hawkins Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hawkins Inc.] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Douglas Lange
Title: Vice President, Water Treatment Group
Date: 6/4/2025

STATE OF Minnesota
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of June, 2025 by Douglas Lange, Vice President, Water Treatment Group of Hawkins Inc. acknowledging, a Minnesota corporation, on behalf of the corporation. He is personally known to me.



Notary Public

seal



David Schindeldecker
Name typed, printed or stamped
My Commission Expires: January 31, 2027

EDE/AA/NA/E/DisMed/Veteran

EXHIBIT-NOT FOR EXECUTION

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A.1.030 F.A.C.](#)

Hawkins Inc is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Douglas Lange

Title: Vice President, Water Treatment Group

Signature: 

Date: 06/04/2025

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ITB-UT-25-54

EXHIBIT-NOT FOR EXECUTION

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Minnesota

County of Ramsey

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Hawkins Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 06/04/2025

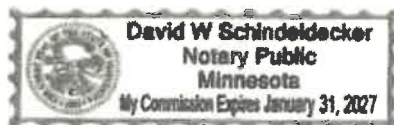
Signed: _____

Entity: Hawkins Inc

Name: Douglas Lange

Title: Vice President, Water Treatment Group

Sworn to (or affirmed) and subscribed before me this 4th day of June, ²⁰²⁵~~2024~~, by Douglas Lange.



Notary Signature

David Schindeldecker

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

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ITB-UT-25-S4

EXHIBIT-NOT FOR EXECUTION

File Attachments for Item:

7. City Council Resolution No. 2025-114 - A resolution of the City of Lake City, Florida, approving that certain staging area agreement between the City and Clay Electric Cooperative, Inc., a Florida not for profit corporation for acreage at the Lake City Gateway Airport to stage personnel and equipment during responses to natural disasters; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

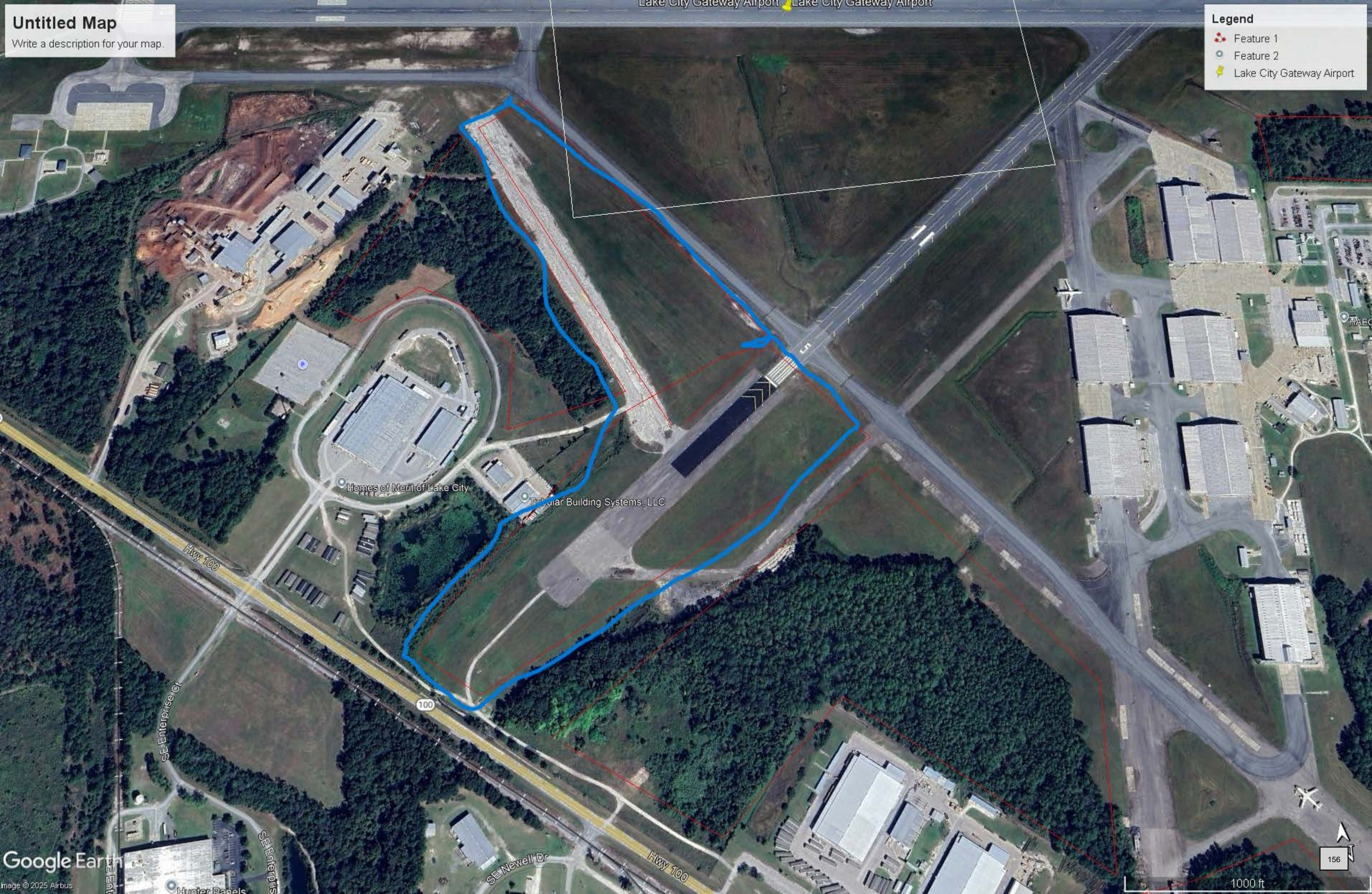
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Clay Electric Airport Emergency Staging Area

DEPT / OFFICE: Airport 542

Originator: Ed Bunnell		
City Manager Don Rosenthal	Department Director Ed Bunnell	Date 8/12/2025
Recommended Action: Start an emergency land lease agreement between City of Lake City / Lake City Gateway Airport and Clay Electric Cooperative, Inc.		
Summary Explanation & Background: Clay Electric Cooperative, Inc. would like to use a part of Lake City Gateway Airport to stage electric trucks and equipment during a major storm event. Hurricane, Natural disaster, etc... This would help get everyones power back on sooner.		
Alternatives: N/A		
Source of Funds: N/A		
Financial Impact: N/A		
Exhibits Attached: Exhibit A area outlined in blue.		



RESOLUTION NO 2025 - 114

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN STAGING AREA AGREEMENT BETWEEN THE CITY AND CLAY ELECTRIC COOPERATIVE, INC., A FLORIDA NOT FOR PROFIT CORPORATION FOR ACREAGE AT LAKE CITY GATEWAY AIRPORT TO STAGE PERSONNEL AND EQUIPMENT DURING RESPONSES TO NATURAL DISASTERS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") owns and operates Lake City Gateway Airport (the "Airport"); and

WHEREAS, Clay Electric Cooperative, Inc., a Florida not for profit corporation ("CEC") providing electrical utilities services in north central Florida; and

WHEREAS, as part of CEC's response to natural disasters it is necessary for CEC to have access to areas to stage personnel and equipment both before and after such natural disasters; and

WHEREAS, the Airport is strategically located, with available lands suitable to staging personnel and equipment necessary for response to natural disasters; and

WHEREAS, CEC requested the City provide lands at the Airport for staging personnel and equipment necessary for response to natural disasters; and

WHEREAS, the City desires to accommodate CEC's request; and

WHEREAS, CEC and the City desire to enter into that certain contract whereby the City will provide to CEC lands at the Airport suitable for staging personnel and equipment necessary for response to natural disasters by adopting the terms of the proposed contract in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, adopting the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Agreement to provide the products and services in the Agreement whereby the City will provide to CEC lands at the Airport suitable for staging personnel and

equipment necessary for response to natural disasters is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

STAGING AREA AGREEMENT

THIS STAGING AREA AGREEMENT is made and entered into as of the ____ day of _____, 2025 ("**Agreement**") by and between City of Lake City, Florida, a Florida municipality (the "**City**") and Clay Electric Cooperative, Inc., a Florida Corporation with an address of P O Box 308, 225 West Walker Drive, SR100, Keystone Heights, Florida 32656 ("**Clay Electric**").

RECITALS

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, Clay Electric will require temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of Clay Electric, its contractors, and other utilities assisting Clay Electric, and

WHEREAS, the staging areas will be secured by Clay Electric against theft, vandalism, and site abuse, and

WHEREAS, by instruments of transfer ("the Instruments of Transfer") dated August 29, 1949, and July 7, 1948, said instruments being recorded in Deed Book 59, Page 109, and Deed Book 60, Page 29, Public Records of Columbia County, Florida, the City acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport identified by FAA Location Identifier "LCQ" (the "Airport"); and

WHEREAS, the City is willing to provide a staging area for as long as reasonably necessary for Clay Electric to install electrical service as part of a storm restoration, and

WHEREAS, Clay Electric agrees that upon the completion of the company's storm restoration, the staging area will be returned to its previous condition; now, therefore

IN CONSIDERATION OF the above recitals, the mutual covenants, agreements, and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The respective representations of the Parties and general terms set forth in the foregoing recitals are adopted as material terms hereof as if fully set forth and repeated herein.
2. Subject to the terms and provisions of this Staging Area Ahe City hereby grants to Clay Electric the use and control of the staging area described the Exhibit "A" (the "Staging Area") to perform the functions as described in the recitals above on an "as needed" basis and that no monetary compensation or other consideration is to be provided by either party, except as otherwise set forth herein.
3. Clay Electric agrees to protect, defend, indemnify, and hold the City, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants (the "**City Entities**") free and unharmed from and against any and all third party claims (including employees of Clay Electric, other utilities assisting Clay Electric, and its contractors), claims, liabilities, losses, costs, property damage, personal injury, bodily injury or death or damages whatsoever, including court costs and reasonable attorney's fees resulting from or in connection with the use of the staging area by Clay Electric and its contractors, including

ingress and egress thereto. Clay Electric will also reimburse the City Entities for damages sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting Clay Electric.

4. Clay Electric will provide at its sole cost any surface improvements it deems necessary for the effective use of the area, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Clay Electric will restore at its sole cost the property to at least its original condition. If the City shall elect to supply water, gas, electricity, or any other utility service, Clay Electric agrees to purchase same from the City and to pay the reasonable charges therefore when bills are rendered at the applicable rates. Clay Electric shall use reasonable diligence in the conservation of these utilities.
5. This agreement shall be for a term of one (1) year commencing on the date set forth above and automatically renewed from year to year thereafter until one party gives the other party ninety (90) days written notice prior to the anniversary date that the agreement will not be renewed for the following year.
6. Notwithstanding any other provisions of this agreement, and in addition to any and all other requirements herein, and any other covenants and warranties of Clay Electric, Clay Electric hereby expressly warrants, guarantees, and represents to the City, upon which the City expressly relies that:
 - a. Clay Electric is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Clay Electric of its operations pursuant to or upon the Staging Area. Clay Electric agrees to keep informed of future changes in environmental laws, regulations and ordinances;
 - b. Clay Electric agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
 - c. Clay Electric shall, prior to commencement of any such operations pursuant to this agreement, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
 - d. Clay Electric, its employees, agents, contractors, and all persons working for, or on behalf of Clay Electric, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances,

- regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- e. Except in the case of de minimis quantities of such materials for purposes of routine storage of fuel and lubricants in the integrated tanks of operational motor vehicles and equipment reasonably necessary for the construction of electrical grid system infrastructure, Clay Electric agrees it will neither handle nor store any toxic waste materials on the Staging Area;
 - f. Clay Electric shall provide the City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required; and
 - g. Clay Electric agrees to cooperate with any investigation, audit or inquiry by the City or any governmental agency regarding possible violation of any environmental law or regulation.
7. Clay Electric agrees it will not have any underground or above ground storage tanks on or in the Staging Area unless specifically authorized in writing by the City. If any tank is authorized by the City, Clay Electric covenants and agrees it will comply with all federal, state and local laws and regulations concerning the installation, operation, maintenance and inspection of above ground and underground storage tanks ("Tanks") including financial responsibility requirements.
8. Clay Electric hereby expressly agrees to indemnify and hold the City harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Clay Electric's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. Clay Electric understands this indemnification is in addition to and is a supplement of Clay Electric's indemnification set forth in other provisions of this agreement and Clay Electric is in full understanding to the extent of this indemnification and hereby expressly acknowledges it has received full and adequate consideration and the City would not execute this agreement without this indemnity. This provision of the agreement shall survive termination of the agreement.

With regard to any contamination caused by Clay Electric or arising by reason of Clay Electric's use or occupancy of the Staging Area, Clay Electric shall promptly take such action as is necessary to clean up and remediate the Staging Area at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined no further action is necessary.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by the City, and the methodology used by such firm(s) shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and otherwise be acceptable to the City.

Clay Electric understands and agrees it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Staging Area caused by the City or occurring by reason of Clay Electric's use or occupancy of the Staging Area. Said liability shall extend beyond the term of the agreement until the Staging Area are retested and determined to be free of contamination.

9. This agreement may be subject to approval of the Federal Aviation Administration (the "FAA"). If the FAA disapproves the agreement, either party may terminate the agreement by providing written notice.

This agreement shall not be deemed a grant of any exclusive right for the use of the Airport or the granting of exclusive rights prohibited by any state, federal or local statutes or regulations.

10. It shall be a condition of this agreement that the City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Staging Area, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.
11. Clay Electric further expressly agrees for itself, its successors, assigns, contractors, and subcontractors to restrict the height of structures, facilities, vehicles, vehicular implements, objects of natural growth, and other obstructions on and in the Staging Area to such a height so as to comply with Federal Aviation Regulation, Part 77.
12. This agreement shall be subject and subordinate to all the terms, and conditions of any instruments and documents, including the Instruments of Transfer, under which the City acquired the land or improvements thereon, and of which said Staging Area is a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Clay Electric understands and agrees this agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America, the State of Florida, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.
13. Supplemental to the foregoing, and not as a limitation thereof, this agreement shall be subject to the terms, conditions, and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the City and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing

relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the City or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the City to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

14. This agreement and all rights of Clay Electric hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the City to secure bond financing. This agreement is subject and subordinate to the terms, covenants, and conditions of any bond resolution heretofore or hereafter adopted that authorizes the issuance of bonds by the City. The City may amend or modify any bond resolution or make any change thereto. Conflicts between this agreement and any bond resolution shall be resolved in favor of such bond resolution.
15. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Staging Area located, for public purposes, then this agreement shall hereupon terminate and the City shall be released and fully discharged from any and all liability hereunder. In the event of such termination, nothing herein shall be construed as relieving Clay Electric from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.
16. Except in the case of manufactured buildings located on or in the Staging Area by Clay Electric, which buildings are constructed to a code other than the Florida Building Code, or are otherwise titled with a vehicle title issued by the Florida Department of Highway Safety and Motor Vehicles, all permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Florida, are part of the realty, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities and all other permanent improvements which become part of the realty placed upon on in the Staging Area with or without consent of the City, shall become and be deemed to be a part of the Staging Area, shall be free and clear of all liens and shall, at the option of the City in its sole discretion, become the property of the City, upon termination or default of this agreement and shall remain as part of the Staging Area unless otherwise directed by the City. Title to all personal property, furnishings and trade fixtures, unless paid for by the City, shall be and remain with Clay Electric and may be removed from the Staging Area at any time, provided Clay Electric is not then in default hereunder, and further provided Clay Electric exercises care in the removal of same and repairs any damage to the Staging Area caused by said removal. Personal property, furnishing and trade fixtures which are paid for by the City shall be titled to the City, and shall not be removed from the Staging Area without prior written consent of the City. Upon written demand, Clay Electric shall execute and deliver to the City a proper document on conveyance evidencing such transfer or title. In the event a reputable, independent engineer is hired by the City and such engineer determines the structures have

reached the end of their useful life, Clay Electric shall remove the structures at no cost to the City.

17. Clay Electric shall generally comply with Florida's public records laws, and specifically Clay Electric shall:

- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this agreement and following completion of this agreement if Clay Electric does not transfer the records to the City.
- d. Upon completion of this agreement, transfer, at no cost, to the City all public records in possession of Clay Electric or keep and maintain public records required by the City to perform the service. If Clay Electric transfers all public records to the City upon completion of this agreement, Clay Electric shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Clay Electric keeps and maintains public records upon completion of this agreement, Clay Electric shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Clay Electric has questions regarding the application of Chapter 119, Florida Statutes, to Clay Electric's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at:

**Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, Florida 32055.**

18. All notices, authorizations, and requests in connection with this agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express,

Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To Clay Electric:

To the City:

City of Lake City
Attn: City Manager
205 North Marion Avenue
Lake City, FL 32055

19. This agreement may be amended by mutual written agreement of the Parties hereto.
20. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.
21. This agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
22. Except as otherwise set forth in this agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
23. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Each Party to this agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this agreement; (2) each person executing this agreement on behalf of the Party is authorized to do so; (3) this agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. This agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

[REPLACE THIS WITH CONTRACTOR NAME]

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its _____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Exhibit "A"

Description of Staging Area

As an attachment to the Staging Area Agreement made and entered as of the ____ day of _____, 2025, by and between City of Lake City, Florida, a Florida municipality (the "City") and Clay Electric Cooperative, Inc., a Florida Corporation ("Clay Electric").

An area described on this date as (*type description of property below*):