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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

January 21, 2025 at 6:00 PM

Venue: City Hall

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## AGENDA

### REVISED

**Revised 1/17/2025: Item #6 updated presentation title and added supporting documentation, Item #8 removed**

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.

### **Pledge of Allegiance**

**Invocation** - Council Member James Carter

### **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](mailto: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. Approval to reallocate funds for replacement lease vehicles for the Fire Department - requesting to move funds from the 64 account for replacement of truck lap tops in the amount of \$14,888.00 to increase the vehicle lease account 110.50.522-030.44 from \$30,567.00 to \$38,862.00.
2. City Council Resolution No. 2025-010 - A resolution of the City of Lake City, Florida, directing the erection of signs along with that certain segment of northwest Escambia Street situated between northwest Alachua Avenue and North Marion Avenue in honor of Apostle Cleopatra Steele; co-designating said street segment as Cleopatra Steele Street; providing for conflicts; providing for severability; providing for an effective date.
3. City Council Resolution No. 2025-011 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Brame Heck Architects, Inc, a Florida Corporation, to conduct a City Hall Feasibility Analysis; 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.
4. City Council Resolution No. 2025-012 - A resolution of the City of Lake City, Florida, authorizing the City to extend and renew a Memorandum of Agreement with the State of Florida Department of Economic Opportunity for the implementation of the Rural Area of Opportunity Designation; making certain findings of fact in support of the City entering into 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.
5. City Council Resolution No. 2025-013 - A resolution of the City of Lake City, Florida, authorizing the renewal of the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the Columbia County Sheriff's Office; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind the City to said renewal agreement; recognizing the authority of the Chief of Police to execute and bind the City to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Presentations**

- [6.](#) Colleen Dudgeon with Serafin and Associates Inc.- City of Lake City Strategic Plan

**Old Business**Ordinances**Open Public Hearing**

- [7.](#) City Council Ordinance No. 2025-2301 (final 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.

Passed on first reading on 1/6/25

**Close Public Hearing**

Adopt City Council Ordinance No. 2025-2301 on final reading

**New Business**

Ordinances - None

Resolutions

- [8.](#) City Council Resolution No. 2025-008 - A resolution of the City of Lake City, Florida, appointing Sophia Adams to serve in Seat "3-F" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
- [9.](#) City Council Resolution No. 2025-016 - A resolution of the City of Lake City, Florida, approving and adopting that certain Strategic Plan Development Process Proposal prepared by Serafin & Associates, Inc.; making certain findings of fact in support of the City approving and adopting said strategic plan development process proposal; directing the City Manager to implement said

strategic plan development process proposal; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

10. Discussion and Possible Action: City to host the Northeast Florida League Dinner Meeting on Thursday, December 18, 2025 (Mayor Noah Walker)

**Departmental Administration - None**

**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>

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**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. Approval to reallocate funds for replacement lease vehicles for the Fire Department - requesting to move funds from the 64 account for replacement of truck lap tops in the amount of \$14,888.00 to increase the vehicle lease account 110.50.522-030.44 from \$30,567.00 to \$38,862.00.

<b>MEETING DATE</b>
01/20/2025

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Reallocate Funds for replacement lease vehicles

**DEPT / OFFICE:** Fire Department

**Originator:** Joshua Wehinger, Fire Chief

<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Joshua Wehinger	<b>Date</b> 12/19/24
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**Recommended Action:**  
Budget Amendment for lease vehicles

**Summary Explanation & Background:**

During the time of budget, we did not know the actual cost and if we would get the allocation of the replacement vehicles. This is due to restraints placed by the vehicle manufacturer. Only a certain number of vehicles are available to each area. We are asking the Council to approve an amendment to increase the vehicle lease amount from \$30,657.00 to \$38,862.00 in account 110.50.522-030.44.

**Alternatives:**

**Source of Funds:** Pull from 64 account replacement of truck lap tops (\$14,888)

**Financial Impact:**

**Exhibits Attached:**

Revised Budget FY2025

**File Attachments for Item:**

2. City Council Resolution No. 2025-010 - A resolution of the City of Lake City, Florida, directing the erection of signs along with that certain segment of northwest Escambia Street situated between northwest Alachua Avenue and North Marion Avenue in honor of Apostle Cleopatra Steele; co-designating said street segment as Cleopatra Steele Street; providing for conflicts; providing for severability; providing for an effective date.

## RESOLUTION NO 2025 - 010

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, DIRECTING THE ERECTION OF SIGNS ALONG THAT CERTAIN SEGMENT OF NORTHWEST ESCAMBIA STREET SITUATED BETWEEN NORTHWEST ALACHUA AVENUE AND NORTH MARION AVENUE IN HONOR OF APOSTLE CLEOPATRA STEELE; CO-DESIGNATING SAID STREET SEGMENT AS CLEOPATRA STEELE STREET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Apostle Cleopatra Steele felt the call of God on her life from an early age; and

**WHEREAS**, on February 1, 1991, Apostle Steele opened Lad Soup Kitchen, serving breakfast and lunch, feeding hardy and fulfilling meals continuously to the less fortunate in the City of Lake City, Florida (the "City"); and

**WHEREAS**, Lad Soup Kitchen has been feeding the community's less fortunate at Thanksgiving for 33 years, and at Christmas for 17 years; and

**WHEREAS**, in August of 1992 the Miracle Tabernacle Revival Center was formed in the City; and

**WHEREAS**, Apostle Steele is the founder and senior pastor of Miracle Tabernacle Revival Center located in the City; and

**WHEREAS**, in 1993 Apostle Steele opened the Suwannee Valley Rescue Mission -- the first emergency homeless shelter in Columbia County, Florida; and

**WHEREAS**, since 1993, Apostle Steele has opened six additional homeless shelters in the Lake City, Florida area; and

**WHEREAS**, Apostle Steele has been called to pray for businesses, such as car dealerships, hotels, restaurants, land and to many businesses along U. S. Highway 90 in the City; and

**WHEREAS**, Apostle Steele, has been called to pray for God's intervention in the lives of people in homes, assisted living facilities, senior convalescence homes, and prisons; and

**WHEREAS**, Apostle Steele's actions have given people a chance to get on their feet, forever changing their lives; and

**WHEREAS**, the City desires that Apostle Steele be honored for her faithful works by co-designating that certain segment of Northwest Escambia Street in the City situated between Northwest Alachua Avenue and North Marion Avenue in honor of Apostle Steele; and

**WHEREAS**, in furtherance thereof, in honor of Apostle Cleopatra Steele, the City desires that henceforth the aforementioned segment of road be co-designated as Cleopatra Steele Street; and

**WHEREAS**, renaming the aforementioned segment of road as set forth herein is in the public



interest and for the public welfare; now therefore

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

1. The City hereby co-designates within the City of Lake City, Florida that certain segment of Northwest Escambia Street situated between Northwest Alachua Avenue and North Marion Avenue as Cleopatra Steele Street in honor of Apostle Steele; and
2. The public works, road, and other relevant staff of the City are authorized and directed to take all actions consistent herewith, including supplementing the signage on the designated road segment to reflect the name co-designation set forth herein; and
3. 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
4. This resolution shall become effective and enforceable upon final adoption 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 January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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—  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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—  
Clay Martin, City Attorney

**File Attachments for Item:**

3. City Council Resolution No. 2025-011 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Brame Heck Architects, Inc, a Florida Corporation, to conduct a City Hall Feasibility Analysis; 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.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** City Hall Feasibility Study

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b>	<b>Date</b> 1/10/2025
<b>Recommended Action:</b> Establish contract with top ranked firm for a City Hall Feasibility Analysis.		
<b>Summary Explanation &amp; Background:</b> RFP-001-2025 City Hall Feasibility Analysis solicitation was from October 18 2024, to November 15, 2024. The evaluation committee was held on December 3, 2024, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with the top firm. The top-rated firm was Brame Heck Architects Inc. RES: 2025-002 was approved by Council on 1/06/2025 directing the City Manager to present to the City Council for approval of a contract with vendor.		
<b>Alternatives:</b> Not have a City Hall Feasibility Study done to access our needs.		
<b>Source of Funds:</b> 001.10.519-030.31		
<b>Financial Impact:</b> \$14,900.00		
<b>Exhibits Attached:</b> (RFP-001-2025) Brame Heck Contract		

CM/rrp  
01/13/2025

**RESOLUTION NO 2025 - 011**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND BRAME HECK ARCHITECTS, INC, A FLORIDA CORPORATION, TO CONDUCT A CITY HALL FEASIBILITY ANALYSIS; 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 (“City”) solicited qualifications-based proposals for a City Hall Feasibility Analysis (the “Project”); and

WHEREAS, Brame Heck Architects, Inc, a Florida corporation (the “Vendor”) was determined to be the most qualified vendor and awarded the contract to complete the Project; and

WHEREAS, the Vendor and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, completing the Project by 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 and services in the Agreement to complete the Project 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

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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 January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



January 10, 2025

Re: Programming and Feasibility Study  
New City Hall for Lake City

**VIA Email**

Brenda Karr  
Director of Procurement  
City of Lake City  
[KarrB@lcfla.com](mailto:KarrB@lcfla.com)

Dear Ms. Karr,

Thank you for the opportunity to submit this proposal for programming and preliminary design analysis for a new City Hall building for Lake City. Below I have outlined our team's understanding of the project scope, along with a schedule of deliverables and a fee proposal for the work described.

**PROJECT SCOPE / TASKS**

1. Brame Heck Architects Inc. (BHA), along with our engineering consultants will prepare a space needs and programming analysis for the departments that will be located in the new building. These include:
  - a. Administration
  - b. Council Office
  - c. Customer Service
  - d. Growth Management
  - e. Human Resources
  - f. Information Technology
  - g. Procurement
  - h. Finance

This study will assume programming office space for approximately 40 people, to account for future growth.

2. We will prepare **surveys** to be distributed to departments listed above to gather information regarding number of personnel, common facility requirements (conference, break areas, copy rooms, file storage, etc.), and some qualitative requirements, such as critical space adjacencies, security, and privacy.
3. Using the information gathered from these **surveys**, BHA will prepare a written **program**, including narratives and **diagrams** indicating the space requirements of each department, the relationships between departments, and public access.
4. We will study how the diagrams developed in Task 3 above would fit on the **site** you have identified. Up to two sites will be evaluated.
5. We will prepare a **budget** analysis based on reasonable "square foot cost" expectations for the building and the site.

606 NE First Street  
Gainesville, FL 32601  
352.372.0425  
[www.brameheck.com](http://www.brameheck.com)

FL Lic. No. AR 91268  
NM Lic. No. 6163  
OR Reg. No. ARI-5363

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

6. We will prepare a **rendering** of a building reflecting the diagram on one of the evaluated sites.
7. We are retaining **Gmuer Engineering** to provide site analysis, to determine the buildable area of the site (setbacks, required sidewalks, etc.) and to assist with developing a conceptual site plan. This may include assessing utilities, planning requirements or recommendations including landscaping, irrigation, stormwater, etc. Gmuer will also assist with the budget analysis. Please see their attached proposal for more detail on their scope of work.
8. The feasibility analyses to be delivered under this proposal are conceptual in nature. Therefore, deliverables do not include permitting, bidding services, building permit documents, construction documents, environmental studies, roadway design, or construction observation services.

**DELIVERABLES**

9. A **written report** of the findings, including a program/needs analysis, diagrams, rendering, written narrative(s), and a budget analysis.
10. If requested, we will prepare and give a short **slide presentation** to the city council to outline our recommendations and findings, to be delivered on a mutually convenient date.

**FEES / SCHEDULE**

We propose to provide the services described above for a lump sum fee of \$14,900 to be invoiced on the following schedule:

PHASE/TASK	FEE
Civil Due Diligence / Existing Conditions	\$1,000
Surveys	\$3,300
Programming/Narrative	\$2,200
Civil Due DRAFT Program	\$2,000
Diagramming	\$2,200
Budget Analysis	\$1,000
Rendering	\$1,200
Civil DRAFT Report	\$1,500
Civil FINAL Report	\$500
	\$14,900

We feel the above fee calculation is reasonable and consistent with effort that will be required on a project of this complexity. Should the project scope be increased significantly, then our design fee would be appropriately recalculated.

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EXECUTION**

LIMITATIONS

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2014) AN INDIVIDUAL EMPLOYEE OR AGENT OF THIS ARCHITECTURAL FIRM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

*Except for acts amounting to willful or intentional wrongs, neither the Architect, Architect’s consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in an amount in excess of the Architect’s compensation.*

*Documents produced under this agreement are the Architect’s Instruments of Service as defined in the AIA General Conditions Document A201-2017. They will remain the sole property of the Architect, and may not be used for any other endeavor without the written permission of the Architect.*

*The Architect will perform the services using the degree of care and skill ordinarily exercised under similar conditions by members of the Architectural profession. No other warranty, express or implied, is made or intended by the Architect’s proposal or by their oral or written reports.*

*Any services related to this project that are not specifically described above are excluded from this proposal.*

*It is assumed that the design process will progress in a generally linear fashion, and that significant changes to the design will not be requested after a phase has been approved. Additional services may be required by revisions that result from factors outside the direct control of the architect, if those revisions require significant re-design of work that was previously approved.*

*Architect will not be responsible for Contractors’ scheduling, means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Architect will not be responsible for Contractors’ failure to perform the work in accordance with the Contract Documents.*

*Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor(s), or of the agents or employees of the any Contractor or Subcontractor, or of any other persons performing any of the work.*

*As-Constructed Record Documents (“As-Built” Drawings) will not be provided. As-Designed Record Drawings can be provided upon request, if the Architect has been retained for full Construction Administration services.*

*This proposal will remain valid for a period of forty-five (45) days after the date of delivery. Hourly rates, staff availability, and/or material costs may fluctuate after that time, affecting the design schedule and/or budget.*

*Due to staffing and coordination with other work, extensions made to this project’s schedule that are necessary due to factors outside of the Architect’s control may result in additional delays and/or fees associated with the documents’ production and delivery.*

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



*Should the project be terminated or put on hold indefinitely for reasons outside the Architect's control, the Architect will submit a final invoice for hourly fees through the date of hold or project termination.*

*Payment to Architect shall not be contingent upon any financing agreements or project development schedules. Invoices will be submitted when the associated work is complete, will be due upon receipt, and past due 30 days thereafter. Interest in the amount of 1.2% per month will be applied to any amount remaining unpaid 30 days after the date of the invoice.*

*Failure to make payments to the Architect in accordance with this Agreement shall be considered cause for termination or suspension of services. The Architect shall have no liability for delay or damage caused by such suspension of services due to nonpayment. Payment of all past due fees, and any expenses incurred during the interruption and resumption of the services must be received prior to commencing the work. Fees for the remaining services and the time schedules may be adjusted to reflect remobilization effort.*

If you have any questions or concerns regarding this proposal, please let me know and we will address them as quickly as possible. However, if this proposal meets with your approval, please indicate your acceptance by signing below and returning a copy to us, or by issuing your standard Purchase Order.

Thanks again for this opportunity to assist you with this project.

Sincerely,



**Brame Heck ARCHITECTS INC.**  
Michael Richmond AIA LEED AP, President

Cc: Chris Gmuer, PE  
File

Accepted on \_\_\_\_\_, 2025

By: \_\_\_\_\_  
*Signature(s)*

\_\_\_\_\_  
*Printed Name(s)*

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



Updated January 10, 2025

## HOURLY RATE SCHEDULE 2025

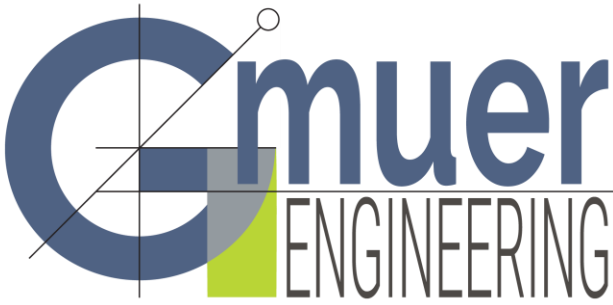
Principal Architect	\$200.00
Registered Architect	\$180.00
Designer	\$160.00
CAD/REVIT Technician	\$140.00
Architectural Intern	\$ 80.00
Clerical	\$ 80.00

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OR Reg. No. ARI-5363



2603 NW 13th St, Box 314  
Gainesville, FL 32609  
Ph. (352) 281-4928

gmuereng.com

August 26, 2024

Brame Heck Architects Inc. (Brame) - Mick Richmond, President  
606 NE 1st St, Gainesville, FL, 32601

Re: Lake City New City Hall

Thank you for the opportunity to submit this proposal. The project scope and services are listed below and our standard agreement for professional services is attached for your signature. We look forward to working with you.

**Project understanding and scope:**

The Lake City (City) would like to conceptually plan for a new City Hall in a new location, specifically 3 blocks located between US41 and N Marion Ave, NW Franklin ST and NW Hillsboro St, parcels 00-00-00-11957-000, 00-00-00-11983-000, 00-00-00-11987-000. The City has engaged Brame to lead this study with an assembled team. To facilitate the study, Gmuer Engineering, LLC (GmuerEng) will lead the evaluation of the site, existing utility and transportation infrastructure, Land Development Code restrictions, and zoning alternatives. Meetings will be held with key stakeholders at intervals to provide steering of the study. Cost opinions will be provided at key decision points. A final report will summarize the findings, considerations, and recommendations made by the team. The services are more specifically outlined in the following sections.

**GmuerEng will provide the following services:**

1) Due Diligence of Existing Conditions

- Review historical permitting documents of the existing site conditions
- Prepare a map set of regulatory municipal and physical characteristics of the project to include: Location, Aerial, Future Land Use, Zoning, FEMA Flood Zone, NRCS Soils
- Request infrastructure maps from Public Works
- Prepare a code analysis of Land Development Code (LDC) requirements that are anticipated to influence the redevelopment potential of the site to include: compatible uses with Zoning district, Dimensional and Design Requirements, Landscaping, buffering, open space requirements
- Prepare a code analysis of State and City Stormwater Requirements
- Visit the site for confirmation of GIS data versus actual conditions

2) Draft Program

Conceptual Site Plans - Preliminary

- Prepare a conceptual site plan of the project’s intended use versus the due diligence, zoning, stormwater, and infrastructure requirements – includes assumptions of yet to be acquired design data (e.g. site specific soil testing, boundary and topographic survey, title work, utility locates)
- Create conceptual plans for 2-3 site configurations.

Cost Opinion – Preliminary

- Generate an opinion of probable construction costs based on conceptual site plans and published costs

3) DRAFT Report and Review

Report of Initial Findings and Recommendations

- Contribute narratives, exhibits, tables, summaries, opinions to Brame for their use in compiling the study
- Steering Meetings with Stakeholders to review Preliminary Conceptual Site Plans and Cost Opinion

4) FINAL Report

Conceptual Site Plans – Progressed to Final Condition for the Report

Cost Opinion – Progressed to Final Condition for the Report

Final Report of Findings, Conceptual Plans, Cost Opinions, and Recommendations

**GmuerEng has not included the following services in this proposal:**

- Engineered Site Plans either for Permitting or for Construction
- Site Survey, Soil Borings, Testing, Environmental Assessments, or other reports

**Fee:** To be invoiced in portions based upon Engineer's estimate of services completed. Each task and its associated fee are outlined below. See the attached agreement for details.

**\$1,000** 1) Due Diligence of Existing Conditions

**\$2,000** 2) Draft Program

**\$1,500** 3) DRAFT Report and Review

**\$ 500** 4) FINAL Report

Sincerely,

Gmuer Engineering, LLC

Christopher A Gmuer, PE

President

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

THIS IS AN AGREEMENT effective as of **August 26, 2024** ("Effective Date") between **Brame Heck Architects Inc.** ("Owner") and **Gmuier Engineering, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Lake City New City Hall** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated August 26, 2024 regarding the Lake City New City Hall** ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Dependent on the timing of information supplied by the Owner and Project design consultants, permitting schedules, and final information required for completion of deliverables.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
  1. A Lump Sum amount as outlined in the Services.
  2. In addition to the Lump Sum amount, reimbursement for the expenses outlined in the Services.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
  - B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contract

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methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in

resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. **Owner and Engineer agree that any actions arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Alachua County, FL.**

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

**M. PURSUANT TO § 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

- 6.01 *Total Agreement*
  - A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- Definitions*
  - B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
  - C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Gmuere Engineering, LLC Standard Hourly Rates for 2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Brame Heck Architects Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

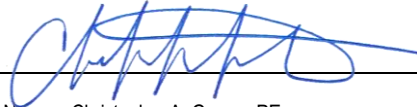
Address for Owner's receipt of notices:

Email: -and/or-

606 NE 1st St

Gainesville, FL, 32601

Engineer: Gmuere Engineering, LLC

By: 

Print Name: Christopher A. Gmuere, PE

Title: President Date Signed: August 26, 2024

Engineer License Number: 71599

Address for Engineer's receipt of notices:

Email: chrisg@gmuereeng.com -and/or-

2603 NW 13th Street, Box 314

Gainesville, FL 32609

This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2023**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

### Engineer's Standard Hourly Rates

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

<b>Billing Class</b>	<b>Rate</b>
Principal Professional Engineer	\$ 195/hour
Senior Professional Engineer	\$ 170/hour
Professional Engineer	\$ 135/hour
Staff Engineer	\$ 95/hour
Senior CAD Designer	\$ 110/hour
CAD Designer	\$ 75/hour
CAD Assistant	\$ 50/hour
Senior Project Manager	\$ 100/hour
Project Manager	\$ 75/hour
Project Assistant	\$ 50/hour
Senior Planner	\$ 150/hour
Planner	\$ 100/hour
Planning Assistant	\$ 50/hour
Staff Assistant	\$ 40/hour

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

4. City Council Resolution No. 2025-012 - A resolution of the City of Lake City, Florida, authorizing the City to extend and renew a Memorandum of Agreement with the State of Florida Department of Economic Opportunity for the implementation of the Rural Area of Opportunity Designation; making certain findings of fact in support of the City entering into 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.



## **RESOLUTION NO 2025 – 012**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO EXTEND AND RENEW A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE IMPLEMENTATION OF THE RURAL AREA OF OPPORTUNITY DESIGNATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ENTERING INTO SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND 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 State of Florida Department of Economic Opportunity (the “Agency”) administers the Rural Area of Opportunity designation program (the “Program”), formerly the Rural Area of Critical Economic Concern program in the State of Florida; and

**WHEREAS**, the City of Lake City, Florida (the “City”) has previously been designated as a Rural Area of Opportunity (“RAO”) via Executive Orders 03-74, 08-132 and 13-151; and

**WHEREAS**, by Executive Order 23-132, the Governor of Florida, pursuant to Article IV, Section 1(a), Florida Constitution, and Section 288.0656(7), Florida Statutes, has renewed the City’s designation as an RAO; and

**WHEREAS**, the Agency has presented the City with a Memorandum of Agreement (the “Agreement”) to document the terms and conditions of the implementation of the Program; and

**WHEREAS**, the City Council finds extending and renewing the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

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

1. Extending and renewing the Agreement in order to continue its terms and conditions 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 authorized and directed to execute on behalf of and bind

the City to the terms of the Agreement; 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 January, 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:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**MEMORANDUM OF AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS MEMORANDUM OF AGREEMENT (“MOA”)** is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Lake City (“City”). Commerce and the City are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**I. Background and Purpose of MOA**

- A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO).
- B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida’s economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.
- C. Florida’s Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within Commerce and authorizes the participation of State and regional organizations in this initiative. Section 288.0656 (7)(a), F.S., provides for the designation of up to three RAOs (formerly Rural Areas of Critical Economic Concern (RACECs) under F.S., 1999-2013). RAOs include rural communities, or a region composed of rural communities, including rural counties as identified in section 288.06(2)(d)(e), F.S., that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster or an event that presents a unique economic development opportunity of regional impact.
- D. Pursuant to subsection 288.0656 (7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on **April 21, 2023**, and recommended the re-designation of the North Central region composed of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union as a RAO. On **June 16, 2023**, Governor Ron DeSantis issued Executive Order Number **23-132**, which re-designated the North-Central RAO for another five-year term with an expiration date of **June 11, 2028**.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**II. The Participating Community**

- A. Pursuant to section 288.0656(7)(b), F.S., and Executive Order Number **23-132**, RAO designation shall be contingent upon the execution of a MOA between the Parties. Section 288.0656(7)(b), F.S., requires this MOA to specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the City to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.
- B. The City agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued designation as a RAO.
- C. The City shall:
  - 1. Designate a specific contact person from among City elected or appointed officials to serve as a point of contact in all matters and activities relating to the North Central RAO;
  - 2. Designate a specific person from a non-profit organization actively engaged in economic development within the City, to serve as the single point of contact to represent and provide input on all economic development matters and activities relating to the North Central RAO; and
  - 3. Include contact information for designees on Exhibit A, attached hereto, (these designees may be the same designee to serve as the representative to other similar organizations); the City shall inform Commerce in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change.

**III. Implementation and Duration**

- A. Pursuant to Executive Order **23-132**, the designation of the North Central RAO affecting the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union, shall be in effect for five years and will expire on **June 11, 2028**.
- B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.
- C. This MOA shall take effect immediately upon full and proper execution by all Parties and supersedes and replaces any and all previous such RACEC and RAO agreement(s) between the Parties.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

- D. This MOA shall expire on **June 11, 2028**, unless terminated earlier.
- E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.
- F. The City may terminate this MOA at any time upon written notice to Commerce.
- G. Designation as a RAO is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed or if this MOA is terminated and another MOA is not timely and duly executed in its place.

*- The remainder of this page has been intentionally left blank. -*

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**IV. EXECUTION**

By affixing her or his signature herein below, each undersigned official represents and warrants that she or he has read the above MOA and the Exhibit A attached hereto and understands each section and paragraph.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and, in the Attachments and Exhibits hereto, the Parties have caused to be executed this MOA by their undersigned officials duly authorized.

**CITY OF LAKE CITY**

**FLORIDA DEPARTMENT OF COMMERCE**

**By** EXHIBIT-NOT FOR EXECUTION  
Signature

**Title** Noah Walker  
**Mayor**

**Date** \_\_\_\_\_

**By** EXHIBIT-NOT FOR EXECUTION  
Signature

**Title** J. Alex Kelly  
**Secretary**

**Date** \_\_\_\_\_

**Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.**

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

**By:** EXHIBIT-NOT FOR EXECUTION

**Approved Date:** \_\_\_\_\_

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**EXHIBIT A – DESIGNATED CONTACTS  
City of Lake City**

**Contact Information for an Elected or Appointed Official**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact Information for One Person from  
a Non-Profit Organization Engaged in Economic Development**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

Please complete this page and return with the signed MOA. The City is required to inform Commerce of any changes to this information within ten business days of a change.

**File Attachments for Item:**

5. City Council Resolution No. 2025-013 - A resolution of the City of Lake City, Florida, authorizing the renewal of the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the Columbia County Sheriff's Office; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind the City to said renewal agreement; recognizing the authority of the Chief of Police to execute and bind the City to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.



**RESOLUTION NO 2025 – 013**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE RENEWAL OF THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE COLUMBIA COUNTY SHERIFF’S OFFICE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY RENEWING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID RENEWAL AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CHIEF OF POLICE TO EXECUTE TO SAID RENEWAL AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID RENEWAL AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID RENEWAL AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (the “City”) desires to renew the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (the “Agreement”) with the Columbia County Sheriff’s Office (the “CCSO”); and

**WHEREAS**, the prior mutual aid agreement expired on January 7, 2025; and

**WHEREAS**, the City and CCSO mutually desire to renew the Agreement; and

**WHEREAS**, the CCSO and the City are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

**WHEREAS**, the CCSO and the City have the authority under Section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

**WHEREAS**, the City Council finds renewing and extending the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

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

1. Renewing the Agreement 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 authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; 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 January, 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



# COLUMBIA COUNTY SHERIFFS OFFICE

4917 US Hwy. 90 East Lake City, Florida 32055-6288  
www.columbiasheriff.org



January 9, 2025

Chief Gerald Butler  
Lake City Police Department  
225 NW Main Blvd.  
Lake City, FL 32055

Re: 2025 Mutual Aid Agreement

Chief Butler,

Attached to this email is the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement for your review. Since the agreement has to be presented to the city council for approval by resolution, the Columbia County Sheriff's Office will continue to abide by the terms set forth in the 2021 Mutual Aid Agreement until such time.

If you have any questions or concerns, please do not hesitate to call me.

Sincerely,

Wallace F. Kitchings  
Sheriff

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

**City of Lake City  
Columbia County Sheriff's Office**

**Executive Summary of Intent and Purpose**

It is the intent and purpose of this agreement for the Sheriff of Columbia County, Florida authorize certain sworn members of the Lake City Police Department the authority to address crimes that are occurring within their presence. More particularly, between, and on behalf of, the Sheriff and the Chief of Police, this agreement provides for voluntary assistance; operational assistance; procedures for requesting assistance; for the handling of conflicts and complaints; command and supervisory responsibilities; powers, privileges, immunities and costs; duties and liability issues; forfeiture issues; cancellation; and an expiration date.

WITNESSETH

**WHEREAS**, the Lake City Police Department (LCPD) and the Columbia County Sheriff's Office (CCSO) are so located in relation to each other that it is to the advantage to each that the Sheriff of Columbia County wishes to establish mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens: and,
- (2) Intensive situations, including, but not limited to, natural or man-made disasters or emergencies as defined under Section 252.34, Florida Statutes: and,

**WHEREAS**, the Lake City Police Department, through the City of Lake City, Florida, and the Sheriff of Columbia County (collectively the "Parties" or "Agency") have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines: and,
- (2) Provides for rendering of assistance in a law enforcement emergency.

**NOW THEREFORE**, the parties agree as follows:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

The City of Lake City and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the Lake City Police Department and the Columbia County Sheriff's Office may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily limited to, violent crimes, vice crimes, controlled

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

substances violations, crime enforcement, DUI violations, joint investigations, and, with backup services during patrol activities.

## **SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

The City of Lake City and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the Lake City Police Department and the Columbia County Sheriff's Office may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, protest demonstrations, aircraft disasters, fires, hurricanes, tornados or other weather-related crisis, sporting events, concerts, parades, escapes from detention facilities, and incidents deemed relevant and requiring enforcement action, or the utilization of specialized units.

## **SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

In the event that the Chief of Police, City of Lake City, or the Sheriff of Columbia County or their designees are in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency whose assistance is sought. An agency supervisor shall evaluate the situation and respond in a manner deemed appropriate.

If the Sheriff's Office is in need of immediate assistance from the Lake City Police Department, the request is deemed by the Sheriff to be an authorized request under this agreement if it is transmitted through any member of the Sheriff's Office to the Lake City Police Department. The on-scene Sheriff's Office supervisor will determine for how long assistance is authorized and for what purposes the authority is granted. Authority granted to the Lake City Police Department under this agreement may be granted either verbally or in writing and is further described as follows:

- A. Any police officer who is a current, sworn member of the Lake City Police Department and is on duty with the Lake City Police Department and finds himself/herself within Columbia County yet outside the corporate limits of the City of Lake City, and a violation of Florida Statutes occurs in his/her presence, including traffic violations, and, for overall safety of the community, immediate enforcement action is indicated, he/she shall be empowered, under this Mutual Aid Agreement, to take action, as necessary, in accordance with Florida Statutes. Should enforcement action be taken under this paragraph, the police officer shall notify the Columbia County Sheriff's Office and upon the latter's arrival, relinquish primary authority and responsibility for any further action to be taken to the arriving deputy or deputies. The Lake City Police Department officer shall offer any assistance that may be needed and shall prepare a report documenting the event and the action taken. This provision is intended to primarily address critical, life-threatening or public safety situation, prevent bodily injury to citizens, or secure apprehension of criminals who the law enforcement officer may encounter.
- B. The entire corporate limits of the City of Lake City lie within the statutory boundaries of Columbia County; therefore, if the Lake City Police Department is in need of immediate assistance from the Columbia County Sheriff's Office, any request for assistance is deemed to be authorized by both Florida Statutes and this agreement.

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RESOLUTION**

**NOT FOR  
EXECUTION**

- C. There are no provisions in this agreement intended to authorize any additional jurisdictional authority to any, volunteer, or auxiliary member.

**SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

The Chief of Police of the Lake City Police Department, or his/her designee, shall designate the personnel and equipment that are assigned by the Lake City Police Department for established joint operations. The Lake City Police Department supervising officer shall be under the supervision and command of the Sheriff of Columbia County or his designee during the time the assistance is being rendered.

**SECTION V: CONFLICTS**

Whenever a police officer, deputy sheriff or other member is rendering assistance pursuant to this agreement, the officer, deputy sheriff or member shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order with a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall temporarily control and supersede the direct order.

**SECTION VI: HANDLING COMPLAINTS**

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the initial documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and,
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency shall conduct a review of the complaint to determine if any factual basis for the complaint exists and/or agency's policies or procedures.

**SECTION VII: LIABILITY**

Subject to the provisions of Section 768.28, Florida Statutes, the City of Lake City and the Sheriff of Columbia County each agrees to assume responsibility for the acts, omissions, or conduct of their own members while engaged in rendering aid pursuant to this agreement.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- A. Members of the Lake City Police Department, who are authorized by this agreement and when actually engaging in mutual cooperation and assistance with the Columbia County Sheriff’s Office and outside the jurisdictional limits of the City of Lake City but inside Columbia County, shall, under the terms of this agreement and pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the member was performing duties inside the City of Lake City.
- B. The City of Lake City and the Sheriff of Columbia County each agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other as set forth above provided, however, that neither shall be required to deplete unreasonable its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. Either member who furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. Either member who furnished personnel pursuant to this agreement shall compensate its appointee/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers’ compensation, salary, death and other benefits that apply to the activity of a member of the Lake City Police Department when performing duties within the city apply to the member to the same degree, manner, provisions of this mutual aid agreement.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency.
- G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto the other.

**SECTION IX: LIABILITY INSURANCE**

Each party shall maintain and be able to provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.25(16)(a), Florida Statutes.

**SECTION X: FORFEITURE PROVISIONS**

In the event that any vessel, motor vehicle, aircraft, currency or other property is seized, pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the Columbia County Sheriff’s Office shall be responsible for pursuing forfeiture action pursuant to Chapter 932, Florida Statutes, and be responsible to maintain the property in accordance with Chapter 932, Florida Statutes, and have discretion to bring or dismiss forfeiture action.

**SECTION XI: EFFECTIVE DATE**

It is intended by the parties that this agreement shall take and be in effect on the latest date signed below and shall continue in full force and effect until January 6, 2029.

**SECTION XII: CANCELLATION**

Any party may cancel its participation in this agreement upon delivery of written notice to the other party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

**COLUMBIA COUNTY SHERIFF’S OFFICE**

**CITY OF LAKE CITY**

EXHIBIT-NOT FOR EXECUTION  
\_\_\_\_\_  
Wallace Kitchings Date  
Sheriff  
Columbia County Sheriff’s Office

EXHIBIT-NOT FOR EXECUTION  
\_\_\_\_\_  
Gerald Butler Date  
Chief of Police  
Lake City Police Department

EXHIBIT-NOT FOR EXECUTION  
\_\_\_\_\_  
Noah Walker Date  
Mayor  
City of Lake City

Attest:

EXHIBIT-NOT FOR EXECUTION  
\_\_\_\_\_  
Audrey E. Sikes Date  
City Clerk  
City of Lake City

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**File Attachments for Item:**

6. Colleen Dudgeon with Serafin and Associates Inc.- City of Lake City Strategic Plan

# Serafin.

[serafin.com](http://serafin.com)





# Image & Reputation

Establishing the narrative, managing the unexpected, positioning your company for success



# Crisis Communications:

Planning and management tools to protect your organization's brand, message development, and media policies.



# Critical Issues Management

Messages to match your values,  
communications protocols to guide interactions,  
messenger to weather the spotlight's glare.



# Message Development

Defining key messages that move businesses forward

A close-up photograph of a person's hands holding a smartphone. The person is wearing a blue, textured button-down shirt. On their left wrist, there is a black watch with a silver case. On their right wrist, there is a gold chain bracelet. The background is blurred, showing a light-colored wall.

## Digital & Social Media

Getting the right message to the right audience at the right time, on the platforms that maximize your impact.



# Media Relations

Developing winning pitches, understanding the rhythm of the news cycle, using the full spectrum of media outlets to tell the story.





# Executive Positioning

Thought leadership, media management and networking guidance to enhance your brand.

A woman with dark hair and glasses, wearing a white dress with pink accents, sits on a stool in a studio. Behind her is a large green screen. To her left is a professional lighting fixture on a stand. To her right, a camera is mounted on a rig. In the foreground, a woman with long brown hair is looking at a monitor. On the far right, a man is sitting on a blue stool, looking at his phone. The studio floor is dark, and various pieces of equipment are visible.

# Communications Training

Enhancing communications skills and techniques to prepare messengers for internal and external audiences, media interviews, business pitches.



# Community Relations

Appreciating local perspectives,  
creating understanding, becoming a  
better neighbor, sharing success.



# Grassroots/Grasstops Outreach

Strengthen company initiatives by bulding PA communications platforms at the local, state and federal levels.

A close-up photograph of two hands clasped together in a firm grip. The hand on the left is darker-skinned, and the hand on the right is lighter-skinned. The background is a soft, out-of-focus white. The hands are positioned in the upper center of the frame, with the fingers interlaced. The lighting is bright and even, highlighting the texture of the skin and the fabric of the sleeves.

# Coalition Building

Organizing allies, leveraging existing networks, bridging differences to reach common ground and building the infrastructure to advance shared goals.



# Event Planning

Controlling the details to sharpen the message, from guest lists and media pitching to run of show and on-site management.

# Case Studies

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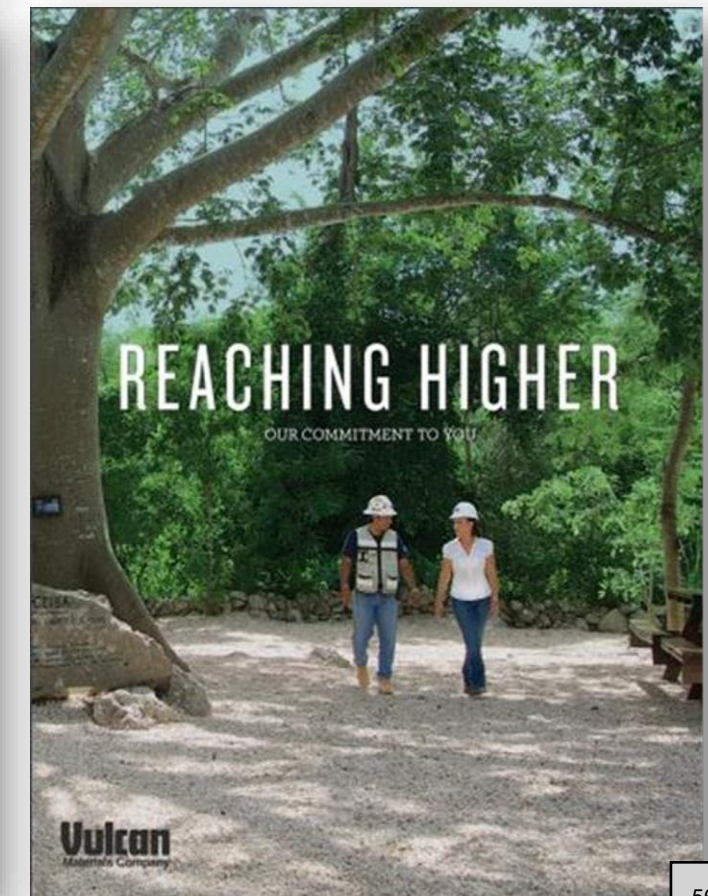
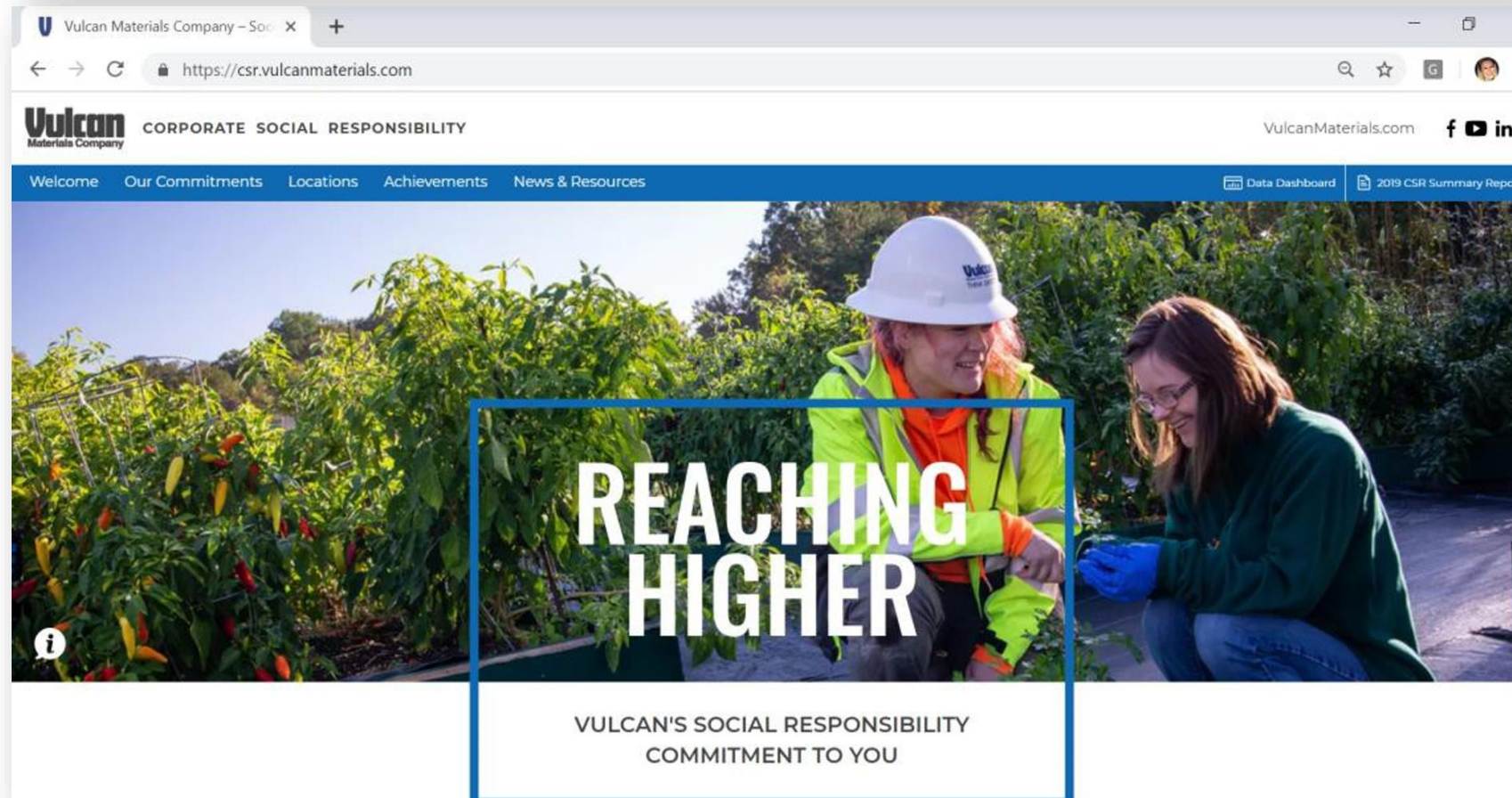
# Strategic Planning, Community Relations, Public Affairs and Shared Media



**OBJECTIVE:** Capture, build, and promote content to promote the company's ESG goals.

**RESULTS:**

- Delivered engaging content on ESG pillars: safety and health, environmental stewardship, people, community and governance
- Provided full-service communications support, including internal, external, and business-to-business
- Built positive community relationships throughout the country for the Fortune 500 company





# Integrated Communications, Government Relations, Community Relations and Event Production & Management



**OBJECTIVE:** Extend reach in increasingly fragmented media environment for the utility company serving 1.2 million electric and 800,000 natural gas customers covering 43,700 square miles.

## RESULTS:

- Strengthened relationships with elected officials, key stakeholders and media
- Devised innovative programming to connect Ameren Illinois to customers
- Assisted in the rollout of new technologies and education initiatives

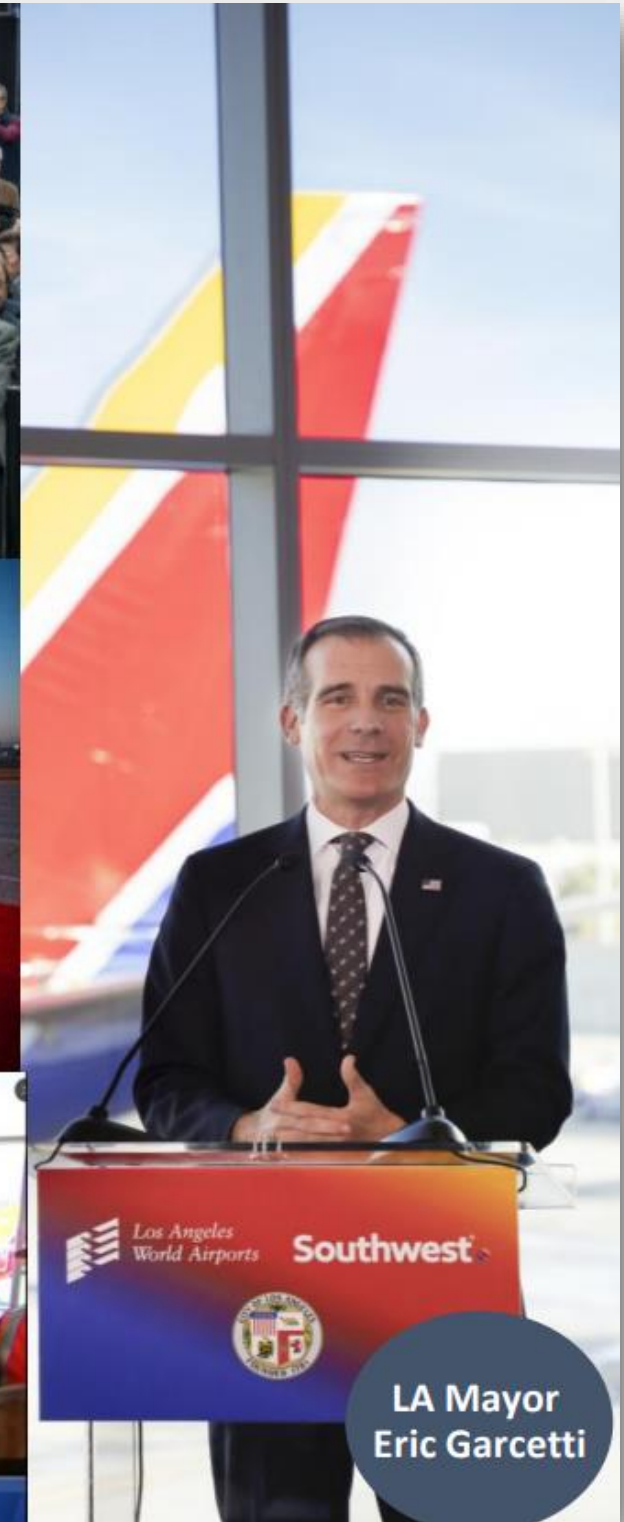


# Media Relations, Marketing, Event Planning, Crisis Management, Government and Public Affairs

**OBJECTIVE:** Position URW Airports as the premier airport commercial developer by strategically engaging in the industry, stakeholders, employees and customers.

## RESULTS:

- Engaged City of Chicago, elected officials, Chicago Department of Aviation and stakeholders to support the Terminal 5 redevelopment
- Partner with Mayor Eric Garcetti, Southwest Airlines and Los Angeles World Airports to put the new LAX Terminal 1 on the map
- Developed messaging, fact sheets, and pitches
- Supported development of all creative assets such as marketing signage, invitations, story and event videos.
- Planned staging, A/V and run of show



# Community Relations, Strategic Partnership Building and Media Relations

**OBJECTIVE:** Navigating a statewide media landscape for a global company

**RESULTS:**

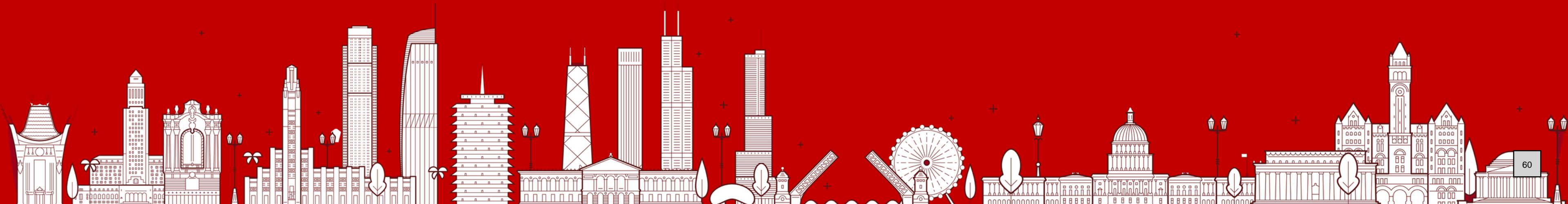
- Worked with local officials, civic leaders and community activists to design a fully-integrated public affairs, grassroots advocacy and public relations campaign to help Walmart build its first stores in a major U.S. city
- Combined community relations, stakeholders and earned media programs to help secure editorial board and aldermanic support throughout the City
- Proactively and responsively handling media relations for 150+ Illinois Walmart stores



# Thank You

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[serafin.com](http://serafin.com)



**File Attachments for Item:**

7. City Council Ordinance No. 2025-2301 (final 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.

Passed on first reading on 1/6/25

**CITY OF LAKE CITY, FLORIDA  
ORDINANCE NUMBER 2025-2301**

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:**

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

29           Chapter 22, Articles I through VI, City of Lake City Code of Ordinances is repealed in its

30 entirety.

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

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

35 **CHAPTER 22 - BUILDINGS AND BUILDING REGULATIONS**

36 **ARTICLE I. CONTRACTING GENERALLY**

37 **Sec. 22-1. Compliance requirement.**

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

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

49 It is hereby declared to be the public policy of the city that, in order to safeguard  
50 the life, health, property, and public welfare of its citizens, the business of  
51 construction and home improvement is a matter affecting the public interest. Any  
52 person desiring to engage in the business of construction and home improvement  
53 within the corporate limits of the city shall be required to provide a copy of their  
54 State of Florida contractor license, a certificate of insurance evidencing such  
55 person's worker's compensation insurance or a current State of Florida  
56 exemption certificate exempting such person from worker's compensation  
57 insurance requirements; and a certificate of insurance evidencing such person as  
58 the named insured pursuant to a policy of general liability insurance. All  
59 certificates of insurance shall name the City of Lake City as the certificate holder.

60                   **Sec. 22-3.   Adoption of Codes.**

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

63                   (1) The Florida Building Code Eighth Edition (2023) as updated by the Florida  
64                   Building Commission on June 20, 2023, and adopted by Rule 61G20-1.001,  
65                   Florida Administrative Code, is hereby adopted as the building code of the  
66                   City of Lake City, Florida. The adopted version of the building code is  
67                   hereby incorporated into this section as if fully set forth herein, and may  
68                   be cited to as the Lake City Building Code, Eighth Edition (2023). All  
69                   references to the "Building Code" within the Lake City's City Code of  
70                   Ordinances, and within ordinances and resolutions of the City Council,  
71                   shall be construed as referring to the building code adopted by this section.

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

78                   (2) The most recently adopted edition of the National Electrical Code adopted  
79                   by the Florida Building Commission is hereby adopted as the Electrical  
80                   Code of the City of Lake City. The adopted version of the referenced  
81                   electrical code is hereby incorporated into this section as if fully set forth  
82                   herein, and may be cited to as the Lake City Electrical Code, Eighth Edition  
83                   (2023). All references to the "Electrical Code" within this Code of  
84                   Ordinances, and within ordinances and resolutions of the City Council,  
85                   shall be construed as referring to the electrical code adopted by this  
86                   section.

87                   (3) The Florida Fire Prevention Code, Rule 69A-60, inclusive of the National  
88                   Fire Protection Association (NFPA), and NFPA 101, Life Safety Code, is  
89                   hereby collectively adopted as the Fire Prevention Code of the City of Lake  
90                   City. The adopted version of the fire prevention code is hereby  
91                   incorporated into this section as if fully set forth herein, and may be cited  
92                   to as the Lake City Fire Prevention Code, Eighth Edition (2023). All  
93                   references to the "Fire Prevention Code" within this Code of Ordinances,  
94                   and within ordinances and resolutions of the City Council, shall be  
95                   construed as referring to the fire prevention code adopted by this section.



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

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

101 (a) Permitting and Permitting Fees Required.

102 (1) Except as otherwise provided for in this Code of Ordinances, any owner,  
103 authorized agent, or contractor who desires to construct, enlarge, alter,  
104 repair, move, demolish, or change the occupancy or occupant content of a  
105 building, structure, or facility, or any outside area being used as part of the  
106 building's designated occupancy (single or mixed) or to erect, install,  
107 enlarge, alter, repair, remove, convert or replace any electrical, gas,  
108 mechanical, or plumbing system, the installation of which is regulated by  
109 this Code of Ordinances, or to cause any such work to be done, shall first  
110 make application to the building official and obtain the required permit for  
111 the work, and in addition to any other fees provided in this Code of  
112 Ordinances, to pay a construction permit fee to the city computed on the  
113 square footage of conditioned and unconditioned floor area of the  
114 building, structure, or facility as provided herein. For purposes of  
115 calculating square footage as an element of calculating permit fees, "*floor*  
116 *area*" means the total area of a building's floors, measured within the  
117 building's exterior walls, excluding vent shafts and courts; including the  
118 area of balconies; and counting only once at each floor level the area of  
119 stairwells, elevators, and ventilation shafts.

120 (2) All fees are non-refundable.

121 (b) SCHEDULE OF PERMITTING FEES

122 (1) Schedule of building permitting fees: The following fee schedule shall be  
123 used in determining building permit fees based on construction  
124 conditioned and unconditioned floor area, in addition to any other permit  
125 fee listed herein.

126

(2) Administration Fees

Permit/Service	Fee
Change of Primary Contractor	\$50.00
Change of Subcontractors	\$30.00
Modifying construction plans (Residential)	\$25.00 per sheet
Approve or re-stamp construction plans (after permit issuance)	\$50.00
Temporary/Conditional Certificate of Occupancy	\$110.00
Temporary/Conditional Certificate of Occupancy (Non-Residential)  (Valid for 60 days and non- renewable)	\$150.00 (under 10,000 sq. feet)  \$250.00 (over 10,000 sq. feet)
Residential Certificate of Occupancy	No charge
Commercial Certificate of Occupancy	No charge
Certificate of Completion	No charge
Replace Building Permit Card	\$5.00
Extension of Residential Permits (90 days maximum)	Greater of 10% of original permit fee or \$60
Extensions of Commercial Permits (90 days maximum)	Greater of 10% of original permit fee or \$125

<p>Special Inspection Fees</p> <p>(after hours, weekends, holidays, etc.)</p>	<p>\$100.00 per hour</p>
<p>Contractor Licensing Maintenance File</p>	<p>No charge</p> <p>(Voluntary-renewable on 9/30 annually)</p>
<p>Research Fees for Permits, Violations, and Records</p> <ul style="list-style-type: none"> <li>• Over ten (10) 8 ½ X 11 pages</li> <li>• Copies over 8 ½ X 11 in Size</li> <li>• Electronic Copies (if on file)</li> <li>• Within the Last Ten (10 ) Years</li> <li>• Greater than Ten (10) Years and less than Twenty (20) years</li> <li>• Complete History (Permits &amp; Violations)</li> </ul>	<p>\$0.25 per page</p> <p>Will be charged cost of outside copying</p> <p>No Cost</p> <p>\$7.25 per search</p> <p>\$24.50 per search</p> <p>\$29.35 per search</p>

- 127 (3) Cancellation of Building Permit
- 128 Permit may be cancelled within 30 days following issuance provided
- 129 construction has not started.
- 130 (4) Refunds
- 131 There should be no refunds for permits and/or plan reviews once the
- 132 permit is issued.
- 133 (5) Technology Fee:
- 134 A three percent (3%) surcharge shall be added to each permit fee to offset
- 135 technology-related costs of the city’s planning and permitting review
- 136 process, including but not limited to software maintenance and licensing

137 fees, computer hardware and peripherals costs, and  
138 professional/technical services related to and in support thereof.

139 (6) State of Florida Permit Surcharge:

140 All permits shall have a two and one-half percent (2½%) surcharge added  
141 to each permit as required by Florida Statute 553. (1½% for Department of  
142 Business and Professional Regulation and 1% for Building Code  
143 Administrators and Inspector Board)

144 (7) Commercial Permit

Permit/Service	Fee
Calculated at square footage rate (Under roof) (includes building, electrical, plumbing, mechanical & roof permits) Plan Review fees not included	\$1.95 per sq. ft.
Alteration/Addition (600 sq. ft. and less)	\$0.70 per sq. ft.
Alteration/Addition (over 600 sq. ft.)	\$1.05 per sq. ft.
Accessory Structure (600 sq. ft. and less)	\$0.40 per sq. ft.
Accessory Structure (Over 600 sq. ft.)	\$0.70 per sq. ft.
If any work is commenced on a building or structure before obtaining the necessary permit, they shall be subject to a penalty.	\$150.00 or double permit fee, whichever is greater
Electrical, Plumbing	\$.33 per sq. ft. (\$150.00 minimum)
Mechanical/Gas Piping Fixtures	\$.32 per sq. ft. \$150.00 minimum

Commercial Mechanical Change out (per Tiers):	
Tier 1 (1-3 Units)	\$150.00
Tier 2 (4-7 Units)	\$200.00
Tier 3 (8 Units or more)	\$250.00
Modular Buildings, <del>DCA</del> DBPR approved (per section)	\$300.00
Irrigation	\$150.00
Retaining Wall	\$150.00
Commercial Demolition (Interior Building)	\$.12 per sq. ft. \$150.00 minimum
Commercial Demolition of any bldg. or structure per parcel	\$150.00 Flat Rate per Parcel
Commercial Driveway/Access (per site & per driveway)	\$75.00
Solar Panels (per Tier)	
Tier 1(1-7 Solar Panels)	\$150.00 plus plan review
Tier 2 (8-15 Solar Panels)	\$200.00 plus plan review
Tier 3 (15 Solar Panels or more)	\$250.00 plus plan review
Solar Water Heater	\$150.00
Emergency Generators Systems	\$150.00 plus plan review

Underground Utilities Permit (not owned by utility company)	\$150.00 plus plan review
Fence Commercial	\$100.00
Early Start (Construction may start at own risk but no inspections until issuance of permit)	\$100.00

145

(8) Commercial Plan Review

Permit/Service	Fee
New Construction (includes building, electrical, mechanical, plumbing & roof)	\$.15 per sq. ft.
All alterations/renovations/interior build-outs and shell only (includes Building, Electric, Mechanical, Plumbing & Gas)	\$.13 per sq. ft.
Stand Alone Permit	Building – \$0.75 per sq. ft. within scope of work area  Electric/Plumbing – \$0.03 per sq. ft. within scope of work area  Gas/Mechanical (HVAC) – \$0.02 per sq. ft. within scope of work area
Site Plan Review	
<ul style="list-style-type: none"> <li>• Under 10 Acres</li> <li>• Over 10 Acres</li> </ul>	\$225.00  \$635.00

146

(9) Mobile Homes and Modular Residential Buildings

Permit/Service	Fee
Mobile/Manufactured Homes Permit Fees  NOTE: <ul style="list-style-type: none"> <li>• Fees include set-up and plumbing</li> <li>• Fees do not include electric &amp; HVAC, which require separate permits</li> <li>• Fees for additions to manufactured homes shall be calculated the same as building permit fee/aluminum permit fee.</li> </ul>	Single Wide - \$325.00 Double Wide - \$375.00 Triple Wide \$425.00
Modular Residential Buildings, Florida DBPR Approved	\$525.00

147

(10) Residential Permit

Permit/Service	Cost
New Construction (includes building, electrical, HVAC, plumbing, & roof permit)	\$1.05 per sq. ft. (plan review fee included)
Alterations/Renovations	\$0.75 per sq. ft. less than 601 sq. ft.
	\$0.87 per sq. ft. 601 sq. ft. and greater
Aluminum construction permit fees	\$.35 per sq. ft. (\$75.00 minimum)
Concrete	\$.15 per sq. ft. (\$75.00 minimum)

Fence Residential	\$0.25 per linear foot (\$75.00 minimum)
Flood Permit (construction in a FEMA Flood Zone)	\$70.00
Pool Enclosures	One half the alum rate (\$75.00 minimum)
Greenhouse buildings	\$175.00 (includes roofing)
Roofing	\$.13 per sq. ft. (\$75.00 minimum)
Tree Removal Permit (protected trees)	\$25.00
NOTE: See COLC Code of Ordinances, Chapter 104, Article II	
Irrigation-Residential	\$75.00
Plumbing permit fees	\$.13 per sq. ft. (\$75.00 minimum)
Gas Piping/fixtures	\$.12 per sq. ft. (\$75.00 minimum)
Electrical Permit fees	\$.13 per sq. ft. (\$75.00 minimum)



<p>Solar Photovoltaic Panels (per Tier)</p> <ul style="list-style-type: none"> <li>• Tier 1 (1-7 Solar Panels)</li> <li>• Tier 2 (8-15 Solar Panels)</li> <li>• Tier 3 (15 Solar Panels or more)</li> </ul> <p>Removal and Replacement for Re-Roof</p>	<p>\$75.00</p> <p>\$125.00</p> <p>\$175.00</p> <p>One-half of installation permit fee for applicable tier (above)</p>
<p>Solar Water Heater</p>	<p>\$75.00</p>
<p>Electrical</p> <ul style="list-style-type: none"> <li>• Individual basis; each service installation</li> <li>• Each distribution/sub panel/disconnect new or replacement</li> </ul>	<p>\$75.00</p> <p>\$75.00</p>
<p>Mechanical permit fees</p>	<p>\$.12 per sq. ft. (\$75.00 minimum)</p>
<p>Miscellaneous</p>	<p>\$.15per sq. ft. (\$75.00 minimum)</p>
<p>Right-of-Way Utilization Permit</p>	<p>\$195.00</p>
<p>Door/Garage Door Replacement</p>	<p>\$75.00</p>
<p>Window Replacement (per Tier)</p> <ul style="list-style-type: none"> <li>• Tier 1 (1-5 Windows)</li> <li>• Tier 2 (6-10 Windows)</li> <li>• Tier 3 (11 Windows or more)</li> </ul>	<p>\$75.00</p> <p>\$100.00</p> <p>\$125.00</p>

Residential Plan Review Fees	
<ul style="list-style-type: none"> <li>• New construction (includes electrical, plumbing, HVAC, building, gas)</li> </ul>	\$0.26 per square foot
<ul style="list-style-type: none"> <li>• Stand alone permits (electrical, plumbing, HVAC, building, gas)</li> </ul>	\$0.15 per square foot

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(11) Permit Renewal

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

Project Inspection Progress	Percentage of Original Permit Fee
No inspections performed	100%
Slab inspection approved and slab poured	80%
Lintel inspection approved	60%
Framing and rough all inspections approved	40%
Insulation inspection approved	20%
For final inspections only	10%
Electrical, Plumbing, Fire, Gas, Mechanical Permit renewal fee	Renewal of sub permits shall be the minimum permit fee

153 (12) Re-Inspection Fees

Permit/Service	Fee
Re-inspection fee (commercial or residential)	\$50.00

154 (13) Residential Miscellaneous Permit

Permit/Service	Fee
Modular Storage Buildings ( <del>DCA</del> DBPR Approved; 400 sq. ft. or less)	\$100.00
Preliminary inspection prior to moving any building or structure	\$25.00
Penalty for commencement of work on a building or structure before obtaining the necessary permit(s)	Penalty is greater of: \$150.00 or double permit fee
Residential Mechanical Change Out	\$85.00
Re-Roof or Roof-Over	\$155.00
Early Start (Construction may start at own risk but no inspections until issuance of permit)	\$50.00

155 (14) Sign Permit (requirements per Land Development Regulations 4.2.20)

Permit	Fee
Each permit	\$75.00
With electric	\$100.00
Monument Base	\$150.00
Banner	\$10.00
Grand Opening Sign Application	\$25.00
Sign Face Changes (no structural alterations)	\$25.00

156 (15) Swimming Pool Permit

Permit	Cost
Spa/whirlpool (includes electrical, plan review, plumbing & gas)	\$75.00
Private above-ground swimming pool (includes electrical, plumbing, plan review & gas)	\$75.00
Private in-ground swimming pool (includes electrical, plumbing, plan review & gas)	\$225.00
Commercial swimming pool (includes electrical, plumbing, plan review & gas)	\$310.00

Residential portable pools with water depth of less than 24” are exempt from permitting	No Fee
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157 (16) Utility Permits (Located outside of city limits)

158 All inspections for Utility Permits shall be inspected prior to covering or  
159 concealing of the installation.

Permit	Cost
Building sanitary connection to City Sewer by contractor	\$100.00
Building water connection to City Water by contractor	\$100.00
Backflow Preventer for City Water Protection installed by contractor (due to Irrigation Systems and/or well located on Property)	\$75.00
Backflow Preventer for City Water Protection installed by contractor (due to Swimming Pool and/or Spa located on Property)	\$75.00
Hourly Charge for City Utility Workers and equipment to Uncover the above installations for Inspection. (City workers shall not make corrections and are not responsible for damage due to uncovering the installation)	\$500.00/hour (3-hour minimum charge)

160 (17) Military Veteran Building Permit Discount

161 A city building permit fee shall be reduced by fifty (50) percent for an  
162 honorably discharged veteran of the United States Armed Forces where  
163 such permit is for work to be performed on a dwelling owned by the  
164 veteran which is used as the veteran’s residence . For purposes of this

165 provision, “Armed Forces” shall have the meaning set forth in Section  
166 250.01, Florida Statutes (2024).

167 a. The reduced fee applies to all construction activity not just  
168 improvements relating to a disability.

169 b. The discount can be coupled with any statutory exemption from  
170 licensing and permitting fees, including, but not limited to the  
171 exemption set forth in Section 295.16. Florida Statutes (2024).

172 c. The work to be performed pursuant to a permit obtained pursuant to  
173 this provision of the Code of Ordinances shall be performed by a  
174 Florida licensed contractor or the homeowner.

175 d. Except in the event of an applicable statutory exception, all fees other  
176 than a building permit fee shall be paid at full value by the veteran  
177 and no discount shall apply.

178 (18) Private Provider

179 An owner may use a private provider (as defined in Section 553.791,  
180 Florida Statutes (2024)) at such owner’s discretion. In the event an owner  
181 uses a private provider the fee reductions set forth in the applicable fee  
182 schedule shall be applied.

183 (19) Fire Permits, plan review and inspections

184 Fire Review Fees Residential/Commercial Development (PUD’s shall be  
185 required to satisfy fire protection requirements based on planned  
186 development).

Permit/Service	Fee
Fire Plan Review	\$0.03 per square foot (\$75.00 minimum)
Fire Alarm Systems permit (Fire plan review not included)	\$0.01/square foot (\$169.00 minimum)
Fire Sprinkler Systems permit (Fire plan review not included)	\$0.01/square foot (\$169.00 minimum)

<p>Change of building use/occupancy permit</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Fire inspection required</li> <li>• Includes one inspection per type/ category</li> <li>• Does not include repairs/ renovations/ corrections/ alterations</li> </ul>	<p>\$181.00</p>
<p>Hood Systems permit</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• includes Fire Inspector’s test</li> <li>• does not include mechanical permit for hood installation.</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$181.00 per hood system</p>
<p>Residential Fire Sprinkler System Inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Fire plan review not included</li> <li>• 1-2 family and mobile home</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$91.00</p>
<p>Residential Fire Alarm System Inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Fire plan review not included</li> <li>• 1-2 family and mobile home</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$91.00</p>

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Hazardous Chemical Storage Inspection NOTE: <ul style="list-style-type: none"><li>• Fire plan review not included)</li><li>• Includes one inspection per type (category)</li></ul>	\$181.00
Paint Booth Suppression Inspection NOTE: <ul style="list-style-type: none"><li>• Fire plan review not included</li><li>• Includes one inspection per type (category)</li></ul>	\$181.00
Fire Suppression (wet/dry) Inspection NOTE: <ul style="list-style-type: none"><li>• Fire plan review not included</li><li>• Includes one inspection per type (category)</li></ul>	\$181.00
Stand Pipe Inspection NOTE: <ul style="list-style-type: none"><li>• Fire plan review not included</li><li>• Includes one inspection per type (category)</li></ul>	\$121.00



<p>Tent Inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Inspection required for tents exceeding 900 square feet</li> <li>• Fire plan review not included</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$121.00 primary tent \$25.00 each additional tent on property per permit</p>
<p>Fire System Monitoring Inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Fire plan review not included</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$121.00</p>
<p>Remediation Systems</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$121.00</p>
<p>Fire underground mains inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Fire plan review not included</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$181.00 1<sup>st</sup> 200 linear ft. \$50.00 each additional 200 linear ft. or fraction thereof</p>

<p>Food Vendors/Food Truck (Open Air Vendor) Inspections</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$45.00 per truck or food vendor</p>
<p>Sparkler Sales Inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Fire plan review not included</li> <li>• Pursuant to Chapter 791, Florida Statutes</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$105.00 per location</p>
<p>Fire Works Sales Inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Fire plan review not included</li> <li>• Pursuant to Chapter 791, Florida Statutes</li> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$125.00 per location</p>
<p>Change of Tenant Permit/Inspection or Routine Inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$65.00</p>

<p>Commercial access gates inspection</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Includes residential subdivisions</li> <li>• Includes one inspection per type (category)</li> <li>• Fire plan review not included</li> </ul>	<p>\$75.00</p>
<p>Fire Site Plan Review (Fire Department access, fire hydrant(s) locations)</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$125.00</p>
<p>FALSE ALARMS</p> <p>Two per month allowable with no charge</p> <p>Third or more False Alarms in a month</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>• Includes one inspection per type (category)</li> </ul>	<p>\$250.00 each occurrence</p>

187                   • Each required **Fire** inspection type (category) is one inspection for  
 188 each type. Additional inspection of the same type are \$50.00 per  
 189 inspection.

190                   • Re-inspection fee for rejected **Fire** inspection (must be paid in advance  
 191 before second inspection is made) \$50.00.

192                   **Sec. 22-5. Definitions.**

193                   The following words, terms and phrases, when used in this article, shall have the  
 194 meanings ascribed to them in this section, except where the context clearly  
 195 indicates a different meaning:

196                   *Advertise* means to tell about, communicate, inform, advise, in or through any  
 197 public or private manner or form, including, but not limited to through

198 newspaper(s), handbill(s), or flyer(s), business card(s), magazine(s), telephone  
199 directory(ies), radio, television, telephone solicitation, and/or conversation.

200 *Code enforcement officer* means any authorized agent or employee of the city  
201 whose duty it is to assure code compliance and is authorized by the growth  
202 management director or building official to enforce this chapter.

203 *Contracting* means, except as exempted in this article, engaging in business as a  
204 contractor and includes, but is not limited to, performance of any of the acts as  
205 set forth in the definition of the word "contractor" which defines types of  
206 contractors. The attempted sale of contracting services and the negotiation or bid  
207 for a contract on these services also constitutes contracting. If the services offered  
208 require licensure or agent qualification, the offering, negotiation for a bid, or  
209 attempted sale of these services requires the corresponding licensure. However,  
210 the term "contracting" shall not extend to an individual, partnership, corporation,  
211 trust, or other legal entity that offers to sell or sells completed residences on  
212 property on which the individual or business entity has any legal or equitable  
213 interest, if the services of a qualified contractor certified or registered pursuant to  
214 the requirements of this article have been or will be retained for the purpose of  
215 constructing such residences.

216 *Contractor* means the person who is qualified for, and shall only be responsible  
217 for, the project contracted for and means, except as exempted in this article, the  
218 person who, for compensation, undertakes to, submits a bid to, or does himself  
219 or by others construct, repair, alter, remodel, add to, demolish, subtract from, or  
220 improve any building or structure, including related improvements to real estate,  
221 for others or for resale to others; and whose job scope is substantially similar to  
222 the job scope described in one of the subsequent paragraphs of this subsection.  
223 For the purposes of regulation under this article, the term "demolish" applies only  
224 to demolition of steel tanks over 50 feet in height; towers over 50 feet in height;  
225 other structures over 50 feet in height, other than buildings or residences over  
226 three stories tall; and buildings or residences over three stories tall. Contractors  
227 are subdivided into two divisions: Division I, consisting of those contractors  
228 defined in subsections (1)—(3) of this definition, and Division II, consisting of those  
229 contractors defined in subsections (4)—(17) of this definition:

230 (1) *General contractor* means a contractor whose services are unlimited as to the  
231 type of work which he may do, except as provided in this article.

232 (2) *Building contractor* means a contractor whose services are limited to  
233 construction of commercial buildings and single-dwelling or multiple-dwelling

234 residential buildings, which commercial or residential buildings do not exceed  
235 three stories in height, and accessory use structures in connection therewith  
236 or a contractor whose services are limited to remodeling, repair, or  
237 improvement of any size building if the services do not affect the structural  
238 members of the building.

239 (3) *Residential contractor* means a contractor whose services are limited to  
240 construction, remodeling, repair, or improvement of one-family, two-family,  
241 or three-family residences not exceeding two habitable stories above no  
242 more than one uninhabitable story and accessory use structures in  
243 connection therewith.

244 (4) *Sheet metal contractor* means a contractor whose services are unlimited in  
245 the sheet metal trade and who has the experience, knowledge, and skill  
246 necessary for the manufacture, fabrication, assembling, handling, erection,  
247 installation, dismantling, conditioning, adjustment, insulation, alteration,  
248 repair, servicing, or design, when not prohibited by law, of ferrous or  
249 nonferrous metal work of U.S. No. 10 gauge or its equivalent or lighter gauge  
250 and of other materials including, but not limited to, fiberglass, used in lieu  
251 thereof and of air-handling systems, including the setting of air-handling  
252 equipment and reinforcement of same and including the balancing of air-  
253 handling systems.

254 (5) *Roofing contractor* means a contractor whose services are unlimited in the  
255 roofing trade and who has the experience, knowledge, and skill to install,  
256 maintain, repair, alter, extend, or design, when not prohibited by law, and use  
257 materials and items used in the installation, maintenance, extension, and  
258 alteration of all kinds of roofing, waterproofing, and coating, except when  
259 coating is not represented to protect, repair, waterproof, stop leaks, or  
260 extend the life of the roof.

261 (6) *Class A air conditioning contractor* means a contractor whose services are  
262 unlimited in the execution of contracts requiring the experience, knowledge,  
263 and skill to install, maintain, repair, fabricate, alter, extend, or design, when  
264 not prohibited by law, central air conditioning, refrigeration, heating, and  
265 ventilating systems, including duct work in connection with a complete  
266 system only to the extent such duct work is performed by the contractor as is  
267 necessary to make complete an air-distribution system, boiler and unfired  
268 pressure vessel systems, and all appurtenances, apparatus, or equipment  
269 used in connection therewith; to install, maintain, repair, fabricate, alter,  
270 extend, or design, when not prohibited by law, piping, insulation of pipes,

271 vessels and ducts, pressure and process piping, and pneumatic control piping;  
272 to replace, disconnect, or reconnect power wiring on the load side of the  
273 dedicated existing electrical disconnect switch; to install, disconnect, and  
274 reconnect low voltage heating, ventilating, and air conditioning control  
275 wiring; and to install a condensate drain from an air conditioning unit to an  
276 existing safe waste or other approved disposal other than a direct connection  
277 to a sanitary system. The scope of work for such contractor shall also include  
278 any excavation work incidental thereto, but shall not include any work such  
279 as liquefied petroleum or natural gas fuel lines within buildings, potable water  
280 lines or connections thereto, sanitary sewer lines, swimming pool piping and  
281 filters, or electrical power wiring.

282 (7) *Class B air conditioning contractor* means a contractor whose services are  
283 limited to 25 tons of cooling and 500,000 Btu of heating in any one system in  
284 the execution of contracts requiring the experience, knowledge, and skill to  
285 install, maintain, repair, fabricate, alter, extend, or design, when not  
286 prohibited by law, central air conditioning, refrigeration, heating, and  
287 ventilating systems, including duct work in connection with a complete  
288 system only to the extent such duct work is performed by the contractor as is  
289 necessary to make complete an air-distribution system being installed under  
290 this classification; to install, maintain, repair, fabricate, alter, extend, or  
291 design, when not prohibited by law, piping and insulation of pipes, vessels,  
292 and ducts; to replace, disconnect, or reconnect power wiring on the load side  
293 of the dedicated existing electrical disconnect switch; to install, disconnect,  
294 and reconnect low voltage heating, ventilating, and air conditioning control  
295 wiring; and to install a condensate drain from an air conditioning unit to an  
296 existing safe waste or other approved disposal other than a direct connection  
297 to a sanitary system. The scope of work for such contractor shall also include  
298 any excavation work incidental thereto, but shall not include any work such  
299 as liquefied petroleum or natural gas fuel lines within buildings, potable water  
300 lines or connections thereto, sanitary sewer lines, swimming pool piping and  
301 filters, or electrical power wiring.

302 (8) *Class C air conditioning contractor* means a contractor whose business is  
303 limited to the servicing of air conditioning, heating, or refrigeration systems,  
304 including duct alterations in connection with those systems he is servicing,  
305 and whose certification or registration, issued pursuant to this part, was valid  
306 on October 1, 1988. No person not previously registered or certified as a class  
307 C air conditioning contractor as of October 1, 1988, shall be so registered or  
308 certified after October 1, 1988. However, the board shall continue to license

309 and regulate those class C air conditioning contractors who held class C  
310 licenses prior to October 1, 1988.

311 (9) *Mechanical contractor* means a contractor whose services are unlimited in  
312 the execution of contracts requiring the experience, knowledge, and skill to  
313 install, maintain, repair, fabricate, alter, extend, or design, when not  
314 prohibited by law, central air conditioning, refrigeration, heating, and  
315 ventilating systems, including duct work in connection with a complete  
316 system only to the extent such duct work is performed by the contractor as is  
317 necessary to make complete an air-distribution system, boiler and unfired  
318 pressure vessel systems, lift station equipment and piping, and all  
319 appurtenances, apparatus, or equipment used in connection therewith; to  
320 install, maintain, repair, fabricate, alter, extend, or design, when not  
321 prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and  
322 process piping, pneumatic control piping, gasoline tanks and pump  
323 installations and piping for same, standpipes, air piping, vacuum line piping,  
324 oxygen lines, nitrous oxide piping, ink and chemical lines, fuel transmission  
325 lines, and natural gas fuel lines within buildings; to replace, disconnect, or  
326 reconnect power wiring on the load side of the dedicated existing electrical  
327 disconnect switch; to install, disconnect, and reconnect low voltage heating,  
328 ventilating, and air conditioning control wiring; and to install a condensate  
329 drain from an air conditioning unit to an existing safe waste or other approved  
330 disposal other than a direct connection to a sanitary system. The scope of  
331 work for such contractor shall also include any excavation work incidental  
332 thereto, but shall not include any work such as liquefied petroleum gas fuel  
333 lines within buildings, potable water lines or connections thereto, sanitary  
334 sewer lines, swimming pool piping and filters, or electrical power wiring.

335 (10) *Commercial pool/spa contractor* means a contractor whose scope of work  
336 involves, but is not limited to, the construction, repair, water treatment, and  
337 servicing of any swimming pool, or hot tub or spa, whether public, private, or  
338 otherwise, regardless of use. The scope of such work includes layout,  
339 excavation, operation of construction pumps for dewatering purposes,  
340 steelwork, installation of light niches, construction of floors, guniting,  
341 fibreglassing, installation of tile and coping, installation of all perimeter and  
342 filter piping, installation of all filter equipment and chemical feeders of any  
343 type, plastering of the interior, construction of decks, construction of  
344 equipment rooms or housing for pool equipment, and installation of package  
345 pool heaters. However, the scope of such work does not include direct  
346 connections to a sanitary sewer system or to potable water lines.

347 (11) *Residential pool/spa contractor* means a contractor whose scope of work  
348 involves, but is not limited to, the construction, repair, water treatment, and  
349 servicing of any residential swimming pool or hot tub or spa, regardless of  
350 use. The scope of such work includes layout, excavation, operation of  
351 construction pumps for dewatering purposes, steelwork, installation of light  
352 niches, construction of floors, guniting, fibreglassing, installation of tile and  
353 coping, installation of all perimeter and filter piping, installation of all filter  
354 equipment and chemical feeders of any type, plastering of the interior,  
355 construction of decks, installation of housing for pool equipment, and  
356 installation of package pool heaters. However, the scope of such work does  
357 not include direct connections to a sanitary sewer system or to potable water  
358 lines.

359 (12) *Swimming pool/spa servicing contractor* means a contractor whose scope of  
360 work involves the servicing, repair, water treatment including, but not limited  
361 to, the direct infusion of chlorine gas accomplished through the use of  
362 machinery attached to the pool, and maintenance of any swimming pool or  
363 hot tub or spa, whether public or private. The scope of such work may include  
364 any necessary piping and repairs, replacement and repair of existing  
365 equipment, or installation of new additional equipment as necessary. The  
366 scope of such work includes the reinstallation of tile and coping, repair and  
367 replacement of all piping, filter equipment, and chemical feeders of any type,  
368 replastering, reconstruction of decks, and reinstallation or addition of pool  
369 heaters.

370 (13) *Plumbing contractor* means a contractor whose contracting business consists  
371 of the execution of contracts requiring the experience, financial means,  
372 knowledge, and skill to install, maintain, repair, alter, extend, or, when not  
373 prohibited by law, design plumbing. A plumbing contractor may install,  
374 maintain, repair, alter, extend, or, when not prohibited by law, design the  
375 following without obtaining any additional local regulatory license, certificate,  
376 or registration: sanitary drainage or storm drainage facilities; venting systems;  
377 public or private water supply systems; septic tanks; drainage and supply  
378 wells; swimming pool piping; irrigation systems; or solar heating water  
379 systems and all appurtenances, apparatus, or equipment used in connection  
380 therewith, including boilers and pressure process piping and including the  
381 installation of water, natural gas (excluding liquid petroleum gases), and  
382 storm and sanitary sewer lines; and water and sewer plants and substations.  
383 The scope of work of the plumbing contractor also includes the design, when  
384 not prohibited by law, and installation, maintenance, repair, alteration, or



385 extension of air-piping, vacuum line piping, oxygen line piping, nitrous oxide  
386 piping, and all related medical gas systems; fire line standpipes and fire  
387 sprinklers to the extent authorized by law; ink and chemical lines; fuel oil and  
388 gasoline piping and tank and pump installation, except bulk storage plants;  
389 and pneumatic control piping systems, all in such a manner as to comply with  
390 all plans, specifications, codes, laws, and regulations applicable. The scope of  
391 work of the plumbing contractor shall apply to private property and public  
392 property, shall include any excavation work incidental thereto, and shall  
393 include the work of the specialty plumbing contractor. Such contractor shall  
394 subcontract, with a qualified contractor in the field concerned, all other work  
395 incidental to the work but which is specified herein as being the work of a  
396 trade other than that of a plumbing contractor. Nothing in this definition shall  
397 be construed to limit the scope of work of any specialty contractor certified  
398 pursuant to F.S. § 489.113(6). Nothing in this definition shall be construed to  
399 require certification or registration under this part of any authorized  
400 employee of a public natural gas utility or of a private natural gas utility  
401 regulated by the public service commission when disconnecting and  
402 reconnecting water lines in the servicing or replacement of an existing water  
403 heater.

404 (14) *Underground utility and excavation contractor* means a contractor whose  
405 services are limited to the construction, installation, and repair, on public or  
406 private property, of main sanitary sewer collection systems, main water  
407 distribution systems, storm sewer collection systems, and the continuation of  
408 utility lines from the main systems to a point of termination up to and  
409 including the meter location for the individual occupancy, sewer collection  
410 systems at property line on residential or single-occupancy commercial  
411 properties, or on multi-occupancy properties at manhole or wye lateral  
412 extended to an invert elevation as engineered to accommodate future  
413 building sewers, water distribution systems, or storm sewer collection  
414 systems at storm sewer structures. However, an underground utility and  
415 excavation contractor may install empty underground conduits in rights-of-  
416 way, easements, platted rights-of-way in new site development and sleeves  
417 for parking lot crossings no smaller than two inches in diameter, provided that  
418 each conduit system installed is designed by a licensed professional engineer  
419 or an authorized employee of a municipality, county, or public utility and that  
420 the installation of any such conduit does not include installation of any  
421 conductor wiring or connection to an energized electrical system. An  
422 underground utility and excavation contractor shall not install any piping that

423 is an integral part of a fire protection system as defined in F.S. § 633.021(7)  
424 beginning at the point where the piping is used exclusively for such system.

425 (15) *Solar contractor* means a contractor whose services consist of the installation,  
426 alteration, repair, maintenance, relocation, or replacement of solar panels for  
427 potable solar water heating systems, swimming pool solar heating systems,  
428 and photovoltaic systems and any appurtenances, apparatus, or equipment  
429 used in connection therewith, whether public, private, or otherwise,  
430 regardless of use. A contractor, certified or registered pursuant to the  
431 provisions of this article, is not required to become a certified or registered  
432 solar contractor or to contract with a solar contractor in order to provide any  
433 services enumerated in this definition that are within the scope of the services  
434 such contractors may render under this article.

435 (16) *Pollutant storage systems contractor* means a contractor whose services are  
436 limited to, and who has the experience, knowledge, and skill to install,  
437 maintain, repair, alter, extend, or design, when not prohibited by law, and use  
438 materials and items used in the installation, maintenance, extension, and  
439 alteration of, pollutant storage tanks. Any person installing a pollutant  
440 storage tank shall perform such installation in accordance with the standards  
441 adopted pursuant to F.S. § 376.303.

442 (17) *Specialty contractor* means a contractor whose scope of work and  
443 responsibility is limited to a particular phase of construction and whose scope  
444 is limited to a subset of the activities described in the categories established  
445 in one of the sections of this definition.

446 *Owner builder* means an owner of property, building, or improving one- or two-  
447 family residences thereof for the occupancy of such owners and not offered for  
448 sale. In all actions brought under this article, proof of the sale or offering for sale  
449 of more than one such structure by the owner builder within one year after  
450 completion of same is presumptive evidence that such structure was undertaken  
451 for purpose of sale.

452 *Qualifying agent* means a person as defined in F.S. § 489.105(4), (5).

453 *Registered contractor* means any contractor who has registered with the state  
454 department of professional regulation pursuant to fulfilling the competency  
455 requirements of the board and is primarily disciplined by the local board.

456 *Repeat violation* means a recurring violation of a provision of this article by a  
457 violator who has previously been found to have violated the same provisions, or a

458 violator against whom penalties were assessed for the same provision, within five  
459 years prior to the current violation.

460 *Serve* means that all notices required by this article shall be provided to the alleged  
461 violator by certified mail, return receipt requested; by hand delivery by the sheriff  
462 or other law enforcement officer or code enforcement officer; or by leaving the  
463 notice at the alleged violator's usual place of residence with some person of his or  
464 her family above 15 years of age and informing such person of the contents of the  
465 notice.

466 *Unlicensed contractor* means any person who does not hold a current state  
467 certification, state registration, of competency while acting as a contractor.

468 *Handyman Services* means a company or person that holds a Business Tax Receipt  
469 from the city for installation of fences (permit required); carpet, linoleum, ceramic  
470 tile, terrazzo, marble, and wood flooring; ceiling fan installation limited to  
471 connection with the electrical source by a plug/outlet connection and not “hard  
472 wiring” or other means of connection; change of door locks (NO installation of  
473 doors or windows); asphalt paving and coating with required permit; painting and  
474 wall coverings; housecleaning; lawn maintenance and/or tree service; commercial  
475 and residential landscaping not requiring the installation or repair of irrigation  
476 systems; power washing; rescreening not requiring the installation or repair of  
477 aluminum, wood or vinyl siding and/or frames; trash hauling and construction job-  
478 site cleanup; acoustical treatment on interior walls only; installation of window  
479 treatments such as curtains and/or blinds, whether vertical or horizontal;  
480 assembly of prefabricated furnishings and shelving; replace intake air handler  
481 filters where duct work or dismantling of any part of the HVAC system is not  
482 required; swimming pool and spa treatment. This is not an inclusive list. Work  
483 requiring a license as set forth under the definitions of *Contractors* in items (1)  
484 through (17), above, is specifically excluded from the definition of *Handyman*  
485 *Services* and must be performed by Florida licensed contractors.

486 **Sec. 22-6. Exemptions.**

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

488 (b) This article shall not apply to:

489 (1) An authorized employee of the United States, this state, or any  
490 municipality, county, irrigation district, reclamation district, or any other  
491 municipal or political subdivision, except school boards, the board of  
492 regents, and community colleges, unless for the purpose of performing

493 routine maintenance or repair or construction not exceeding \$200,000.00  
494 to existing installations, if the employee does not hold himself or herself  
495 out for hire or otherwise engage in contracting except in accordance with  
496 his or her employment. If the construction, remodeling, or improvement  
497 exceeds \$200,000.00, school boards, the board of regents, and  
498 community colleges, shall not divide the project into separate  
499 components for the purpose of evading this section.

500 (2) Public utilities, including special gas districts as defined in Chapter 189,  
501 telecommunications companies as defined in Section 364.02(14), Florida  
502 Statutes, and natural gas transmission companies as defined in Section  
503 368.103(4), Florida Statutes, on construction, maintenance, and  
504 development work performed by their employees, which work, including,  
505 but not limited to, work on bridges, roads, streets, highways, or railroads,  
506 is incidental to their business. The board shall define, by rule, the term  
507 "incidental to their business" for purposes of this subsection.

508 (3) Owners of property when acting as their own contractor and providing  
509 direct, onsite supervision themselves of all work not performed by  
510 licensed contractors:

511 a. When building or improving farm outbuildings or one-family or two-  
512 family residences on such property for the occupancy or use of such  
513 owners and not offered for sale or lease, or building or improving  
514 commercial buildings, at a cost not to exceed \$75,000.00, on such  
515 property for the occupancy or use of such owners and not offered for  
516 sale or lease. In an action brought under this part, proof of the sale or  
517 lease, or offering for sale or lease, of any such structure by the owner-  
518 builder within one year after completion of same creates a  
519 presumption that the construction was undertaken for purposes of  
520 sale or lease.

521 b. When repairing or replacing wood shakes or asphalt or fiberglass  
522 shingles on one-family, two-family, or three-family residences for the  
523 occupancy or use of such owner or tenant of the owner and not offered  
524 for sale within one year after completion of the work and when the  
525 property has been damaged by natural causes from an event  
526 recognized as an emergency situation designated by executive order  
527 issued by the governor declaring the existence of a state of emergency  
528 as a result and consequence of a serious threat posed to the public  
529 health, safety, and property in this state.

530 This subsection does not exempt any person who is employed by or  
531 has a contract with such owner and who acts in the capacity of a  
532 contractor. The owner may not delegate the owner's responsibility to  
533 directly supervise all work to any other person unless that person is  
534 registered or certified under this part and the work being performed is  
535 within the scope of that person's license. For the purposes of this  
536 subsection, the term "owners of property" includes the owner of a  
537 mobile home situated on a leased lot. To qualify for exemption under  
538 this subsection, an owner must personally appear and sign the building  
539 permit application and must satisfy local permitting agency  
540 requirements, if any, providing that the owner has a complete  
541 understanding of the owner's obligations under the law as specified in  
542 the disclosure statement in this section. If any person violates the  
543 requirements of this subsection, the local permitting agency shall  
544 withhold final approval, revoke the permit, or pursue any action or  
545 remedy for unlicensed activity against the owner and any person  
546 performing work that requires licensure under the permit issued. The  
547 local permitting agency shall provide the person with a disclosure  
548 statement in substantially the following form:

549 **Disclosure Statement**

550 **State law requires construction to be done by licensed**  
551 **contractors. You have applied for a permit under an exemption**  
552 **to that law. The exemption allows you, as the owner of your**  
553 **property, to act as your own contractor with certain restrictions**  
554 **even though you do not have a license. You must provide direct,**  
555 **onsite supervision of the construction yourself. You may build**  
556 **or improve a one-family or two-family residence or a farm**  
557 **outbuilding. You may also build or improve a commercial**  
558 **building, provided your costs do not exceed \$75,000. The**  
559 **building or residence must be for your own use or occupancy. It**  
560 **may not be built or substantially improved for sale or lease. If**  
561 **you sell or lease a building you have built or substantially**  
562 **improved yourself within 1 year after the construction is**  
563 **complete, the law will presume that you built or substantially**  
564 **improved it for sale or lease, which is a violation of this**  
565 **exemption. You may not hire an unlicensed person to act as your**  
566 **contractor or to supervise people working on your building. It is**

- 567                   **your responsibility to make sure that people employed by you**  
568                   **have licenses required by state law and by county or municipal**  
569                   **licensing ordinances. You may not delegate the responsibility for**  
570                   **supervising work to a licensed contractor who is not licensed to**  
571                   **perform the work being done. Any person working on your**  
572                   **building who is not licensed must work under your direct**  
573                   **supervision and must be employed by you, which means that**  
574                   **you must deduct F.I.C.A. and withholding tax and provide**  
575                   **workers' compensation for that employee, all as prescribed by**  
576                   **law. Your construction must comply with all applicable laws,**  
577                   **ordinances, building codes, and zoning regulations.**
- 578                   (4) Any construction, alteration, improvement, or repair ~~carried on~~ executed  
579                   within the limits of any site the title to which is in the United States or  
580                   with respect to which federal law supersedes this part.
- 581                   (5) Any one-family, two-family, or three-family residence constructed by  
582                   Habitat for Humanity International, Inc., or its local affiliates. Habitat for  
583                   Humanity International, Inc., or its local affiliates, must:
- 584                   a. Obtain all necessary building permits.
- 585                   b. Obtain all required building code inspections.
- 586                   c. Provide for supervision of all work by an individual with construction  
587                   experience.
- 588                   (6) A disaster recovery mitigation organization or a not-for-profit  
589                   organization repairing or replacing a one-family, two-family, or three-  
590                   family residence that has been impacted by a disaster when such  
591                   organization:
- 592                   a. Is using volunteer labor to assist the owner of such residence in  
593                   mitigating unsafe living conditions at the residence;
- 594                   b. Is not holding itself out to be a contractor;
- 595                   c. Obtains all required building permits;
- 596                   d. Obtains all required building code inspections; and
- 597                   e. Provides for the supervision of all work by an individual with  
598                   construction experience.
- 599                   (7) The sale, delivery, assembly, or tie-down of prefabricated portable sheds  
600                   of not more than 250 square feet in interior size and not intended for use

601 as a residence or as living quarters. This exemption may not be construed  
602 to interfere with the Building Code or any applicable local technical  
603 amendment to the Building Code, local licensure requirements, or other  
604 local ordinance provisions. A permit is not required for the on-site  
605 assembly or tie-down of prefabricated portable sheds of not more than  
606 250 square fee in interior size and not intended for use as a residence or  
607 living quarters, or portion/auxiliary unit thereof.

608 (8) The sale, delivery, assembly, or tie-down of lawn storage buildings and  
609 storage buildings not exceeding 400 square feet in interior size and  
610 bearing the insignia of approval from the State of Florida Department of  
611 Business and Professional Regulation showing compliance with the  
612 Building Code. A permit is required for the on-site assembly and/or tie  
613 down of prefabricated storage buildings being more than 250 square feet,  
614 but not more than 400 square feet in interior size and not intended for  
615 use as a residence or living quarters, or portion/auxiliary unit thereof.

616 **Secs. 22-7 – 22-10. - Reserved.**

617 **ARTICLE II. INSURANCE**

618 **Sec. 22-11. Insurance requirements.**

619 (a) Workers' compensation and liability insurance. Every contractor and  
620 subcontractor granted a license under the terms of this article shall be  
621 required to maintain at all times, with an insurer authorized to do business in  
622 the state, workers' compensation insurance (unless exempt by law) and public  
623 liability insurance with minimum limits of the latter of not less than \$50,000.00  
624 for one person and \$100,000.00 for more than one person, in any one  
625 accident, and public property damage insurance with a minimum of not less  
626 than \$5,000.00 for any one accident.

627 (b) Filing of insurance certificate. Before a license can be issued the certified  
628 person shall file with the office of the building official a certificate as  
629 prescribed by the city, signed by a qualified agent of the insurance carrier,  
630 stating that policies have been issued to the licensee for: workers'  
631 compensation insurance in minimum statutory amounts and other insurance  
632 as prescribed in this section; the policy numbers; the name of the company;  
633 the effective date of such policies; the expiration date of such policies;  
634 together with a statement and a copy of an endorsement placed on such

635 policies requiring 30 days' written notice by registered mail to the office of the  
636 building official if it becomes necessary to cancel the policies for any reason.

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

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

645 **Sec. 22-13. Duration of licenses.**

646 All licenses shall expire on and shall be null and void and subject to renewal after  
647 September 30 of each year, and no contracting work shall be done by, and no  
648 permits shall be issued to, any person licensed under this article who has no such  
649 license in full force and effect.

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

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

652 **SECTION 3. CODIFICATION**

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

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

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



664 **SECTION 5. PROVIDING FOR SEVERABILITY**

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

671 **SECTION 6. EFFECTIVE DATE**

672 This Ordinance shall be effective immediately upon final adoption by the City Council of the City  
673 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 January, 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 January, 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  
\_\_\_\_\_, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## Chapter 22 - BUILDINGS AND BUILDING REGULATIONS

### ARTICLE I. —CONTRACTING GENERAL

#### Sec. 22-1. —Compliance requirement.

Except as otherwise provided for in ~~this~~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 improvements is a matter affecting the public interest. Any person desiring to ~~obtain a certificate to~~ engage in the business of construction and home improvement within the corporate limits of the city shall be required to ~~establish his competency and qualifications to be certified~~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 provided in this articlethe 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, is hereby adopted as the building code of the City of Lake City, Florida. The adopted version of the building code is hereby incorporated into this section as if fully set forth herein, and may

be cited to as the Lake City Building Code, Eighth Edition (2023). 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.

~~(a) The city hereby adopts the Florida Building Code (hereinafter referred to and known as "this code") created, established, adopted and defined pursuant to the provisions of F.S. ch. 553, pt. IV, which includes and covers building, plumbing, mechanical, residential, fuel gas, the National Electrical Codes, and the state fire prevention and lifesafety codes.~~

~~(b) The provisions of this code~~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.

~~(c) This code, as presently adopted, or as shall be amended in the future, is hereby adopted and incorporated herein as fully as if set out at length in this section, and shall be controlling within the corporate limits of the city.~~

~~(d)~~(2) The most recently adopted edition of the National Electrical Code 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 (2023). 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 (2023). 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.

(b) Copies of ~~this code~~the Building Code, the Electrical Code, and the Fire Prevention Code shall be available for public use, inspection, or examination, within the ~~building~~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 ~~valuation~~square footage of conditioned and unconditioned floor area of the building, structure, or facility as provided herein,~~or.~~ For purposes of calculating square footage as may be amended by resolution of an element of calculating permit fees, "floor area" means the city council total area of a building's floors, measured within the building's exterior walls, excluding vent shafts and courts; including the area of balconies; and counting only once at each floor level the area of stairwells, elevators, and ventilation shafts.

~~(b)-2)~~ All fees are non-refundable.

**(b) SCHEDULE OF PERMITTING FEES**

**(1) ~~Generally:~~**

~~a.~~ Schedule of building permitting fees: The following fee schedule shall be used in determining building permit fees based on construction ~~valuation, in addition to any other permit fee listed herein. Valuation for purposes of this section, in the event of controversy over the issues between the city and applicant for building permit, shall be determined by the valuation standards as established and set forth in the latest official publications of the Florida Building Code, or by copy of the original signed contract, or by a detailed cost estimate which meets the approval of the building official.~~ conditioned and unconditioned floor area, in addition to any other permit fee listed herein.

**~~SCHEDULE OF BUILDING PERMIT FEES~~**

**(2) Administration Fees**

<u>Permit/Service</u>	<u>Fee</u>
<u>Change of Primary Contractor</u>	<u>\$50.00</u>

<u>Change of Subcontractors</u>	<u>\$30.00</u>
<del><b>Total Valuation</b></del> <u>Modifying construction plans (Residential)</u>	<del><b>Commercial and Residential</b></del> <u>\$25.00 per sheet</u>
<del><b>\$1,000.00 and less</b></del> <u>Approve or re-stamp construction plans (after permit issuance)</u>	<del><b>\$75</b></del> <u>50.00</u>
<del><b>\$1,000.01 to 5,000.00</b></del> <u>Temporary/Conditional Certificate of Occupancy</u>	<del><b>\$110</b></del> <u>0.00</u>
<del><b>\$5,000.01 to \$25,000.00</b></del> <u>Temporary/Conditional Certificate of Occupancy (Non-Residential)</u>  <u>(Valid for 60 days and non-renewable)</u>	<del><b>\$125.00 (for the first \$5,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof.</b></del> <u>\$150.00 (under 10,000 sq. feet)</u> <u>\$250.00 (over 10,000 sq. feet)</u>
<u>Residential Certificate of Occupancy</u>	<u>No charge</u>
<u>Commercial Certificate of Occupancy</u>	<u>No charge</u>
<u>Certificate of Completion</u>	<u>No charge</u>
<del><b>\$25,000.01 to \$50,000.00</b></del> <u>Replace Building Permit Card</u>	<del><b>\$250.00 (for the first \$25,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof.</b></del> <u>\$5.00</u>
<u>Extension of Residential Permits (90 days maximum)</u>	<u>Greater of 10% of original permit fee or \$60</u>
<u>Extensions of Commercial Permits (90 days maximum)</u>	<u>Greater of 10% of original permit fee or \$125</u>

<u><del>\$50,000.001 to \$100,000.00</del> Special Inspection Fees</u>  <u>(after hours, weekends, holidays, etc.)</u>	<u><del>\$400.00 (for the first \$50,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof. \$100.00 per hour</del></u>
<u>Contractor Licensing Maintenance File</u>	<u>No charge</u>  <u>(Voluntary-renewable on 9/30 annually)</u>
<u><del>\$100,000.01 and above</del> Research Fees for Permits, Violations, and Records</u>  <ul style="list-style-type: none"> <li>• <u>Over ten (10) 8 ½ X 11 pages</u></li> <li>• <u>Copies over 8 ½ X 11 in Size</u></li> </ul> <ul style="list-style-type: none"> <li>• <u>Electronic Copies (if on file)</u></li> <li>• <u>Within the Last Ten (10 ) Years</u></li> <li>• <u>Greater than Ten (10) Years and less than Twenty (20) years</u></li> <li>• <u>Complete History (Permits &amp; Violations)</u></li> </ul>	<u><del>\$675.00 (for the first \$100,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof.</del></u>  <u>\$0.25 per page</u>  <u>Will be charged cost of outside copying</u>  <u>No Cost</u>  <u>\$7.25 per search</u>  <u>\$24.50 per search</u>  <u>\$29.35 per search</u>

~~b. Technology fee: All construction permits shall have three percent of the total permit fee added on all permit fees stated herein. The purpose of this fee is to offset the costs associated with technology related items used to provide a greater degree of customer service and reduce response time in providing permits and inspections.~~

~~c. Reinspection fee (must be paid in advance before a second inspection is made): \$40.00.~~

Electrical permit fees:

~~(2) The following is a schedule of electrical permit fees:~~

~~a. Service installation:~~

(3) Cancellation of Building Permit

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

(4) Refunds

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

(5) Technology Fee:

A three percent (3%) surcharge shall be added to each permit fee to offset technology-related costs of the city's planning and permitting review process, including but not limited to software maintenance and licensing fees, computer hardware and peripherals costs, and professional/technical services related to and in support thereof.

(6) State of Florida Permit Surcharge:

All permits shall have a two and one-half percent (2½%) surcharge added to each permit as required by Florida Statute 553. (1½% for Department of Business and Professional Regulation and 1% for Building Code Administrators and Inspector Board)

(7) Commercial Permit

<u>Size of Permit/Service</u>	<u>Fee</u>
<u>Calculated at square footage rate (Under roof) (includes building, electrical, plumbing, mechanical &amp; roof permits) Plan Review fees not included</u>	<u>\$1.95 per sq. ft.</u>
<u>200 Amperes Alteration/Addition (600 sq. ft. and less (minimum charge-))</u>	<u>\$46.35-\$0.70 per sq. ft.</u>
<u>Alteration/Addition (over 600 sq. ft.)</u>	<u>\$1.05 per sq. ft.</u>
<u>Accessory Structure (600 sq. ft. and less)</u>	<u>\$0.40 per sq. ft.</u>
<u>Accessory Structure (Over 200 Amperes: 600 sq. ft.)</u>	<u>\$0.70 per sq. ft.</u>
<u>If any work is commenced on a building or structure before obtaining the necessary permit, they shall be subject to a penalty.</u>	<u>\$150.00 or double permit fee, whichever is greater</u>
<u>Electrical, Plumbing</u>	<u>\$.33 per sq. ft. (\$150.00 minimum)</u>

<u>Mechanical/Gas Piping Fixtures</u>	<u>\$.32 per sq. ft.</u> <u>\$150.00 minimum</u>
<del>First 200 Amperes</del> <u>Commercial Mechanical Change out (per Tiers):</u>	<del>\$46.35</del>
<u>Tier 1 (1-3 Units)</u>	<u>\$150.00</u>
<u>Tier 2 (4-7 Units)</u>	<u>\$200.00</u>
<u>Tier 3 (8 Units or more)</u>	<u>\$250.00</u>
<del>Each additional Ampere</del> <u>Modular Buildings, DCA DBPR approved (per section)</u>	<del>\$0.30</del> <u>300.00</u>
<u>Irrigation</u>	<u>\$150.00</u>
<u>Retaining Wall</u>	<u>\$150.00</u>
<u>Commercial Demolition (Interior Building)</u>	<u>\$.12 per sq. ft.</u> <u>\$150.00 minimum</u>
<u>Commercial Demolition of any bldg. or structure per parcel</u>	<u>\$150.00 Flat Rate per Parcel</u>
<u>Commercial Driveway/Access (per site &amp; per driveway)</u>	<u>\$75.00</u>
<u>Solar Panels (per Tier)</u>	
<u>Tier 1(1-7 Solar Panels)</u>	<u>\$150.00 plus plan review</u>
<u>Tier 2 (8-15 Solar Panels)</u>	<u>\$200.00 plus plan review</u>
<u>Tier 3 (15 Solar Panels or more)</u>	<u>\$250.00 plus plan review</u>
<u>Solar Water Heater</u>	<u>\$150.00</u>
<u>Emergency Generators Systems</u>	<u>\$150.00 plus plan review</u>
<u>Underground Utilities Permit (not owned by utility company)</u>	<u>\$150.00 plus plan review</u>



<u>Fence Commercial</u>	<u>\$100.00</u>
<u>Early Start</u> <u>(Construction may start at own risk but no inspections until issuance of permit)</u>	<u>\$100.00</u>

b. ~~Reinspection fee (must be paid in advance before a second inspection is made):~~  
~~\$40.00.~~

~~(3) All other electrical related services, such as, but not limited to, rewiring or electrical alterations:~~

a. ~~Generally:~~

(8) Commercial Plan Review

<u>Valuation by Contract Prices Permit/Service</u>	<u>Fee</u>
<del>\$1,000.00 and less</del> <u>New Construction</u> <u>(includes building, electrical, mechanical, plumbing &amp; roof)</u>	<del>\$75.00</del> <u>\$.15 per sq. ft.</u>
<del>All over \$1,000.00:</del>	
<del>First \$1,000.00</del>	<del>\$100.00</del>
<del>Each additional \$1,000.00 or fraction thereof</del>	<del>\$5.00</del>
<del>Low voltage burglar alarm, home theater, and cable systems</del> <u>All alterations/renovations/interior build-outs and shell only (includes Building, Electric, Mechanical, Plumbing &amp; Gas)</u>	<u>\$.13 per sq. ft.</u>
<del>Labels (four per page) minimum purchase at \$25.00 each</del> <u>Stand Alone Permit</u>	<u>Building – \$0.75 per sq. ft. within scope of work area</u> <u>Electric/Plumbing – \$0.03 per sq. ft. within scope of work area</u>

	<u>Gas/Mechanical (HVAC)</u> <u>– \$0.02 per sq. ft. within</u> <u>scope of work</u> <u>area</u> <del>\$100.00</del>
<u>Site Plan Review</u>	
• <u>Under 10 Acres</u>	<u>\$225.00</u>
• <u>Over 10 Acres</u>	<u>\$635.00</u>

~~b. Reinspection fee (must be paid in advance before a second inspection is made)~~  
~~\$40.00.~~

Gas permit fees:

~~(4) The following is the schedule of gas permit fees:~~

~~a. Generally:~~

(9) Mobile Homes and Modular Residential Buildings

<u>Valuation — by — Contract — Prices</u> <u>Permit/Service</u>	Fee
<del>\$1,000.00</del> <u>Mobile/Manufactured Homes Permit Fees</u>	<del>\$75</del> <u>Single Wide -</u> <u>\$325.00</u> <u>Double Wide - \$375.00</u> <u>Triple Wide \$425.00</u>
<u>NOTE:</u>	
• <u>Fees include set-up and less-plumbing</u>	
• <u>Fees do not include electric &amp; HVAC,</u> <u>which require separate permits</u>	
• <u>Fees for additions to manufactured</u> <u>homes shall be calculated the same as</u> <u>building permit fee/aluminum permit</u> <u>fee.</u>	

<del>All over \$1,000.00:</del>	
<del>—First \$1,000.00</del> <u>Modular Residential</u> <u>Buildings, Florida DBPR Approved</u>	<del>\$100</del> <u>\$25.00</u>

<del>—Each additional \$1,000.00 or fraction thereof</del>	<del>\$5.00</del>
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~~b. Reinspection fee (must be paid in advance before second inspection) \$40.00.~~

~~Mechanical permit fees:~~

~~(5) The following is the schedule of mechanical permit fees:~~

~~a. Generally:~~

(10) Residential Permit

<u>Valuation by Contract Prices Permit/Service</u>	<u>Fee/Cost</u>
<u>New Construction (includes building, electrical, HVAC, plumbing, &amp; roof permit)</u>	<u>\$1.05 per sq. ft. (plan review fee included)</u>
<u>\$1,000.00 and less Alterations/Renovations</u>	<u><del>\$75.00</del> \$0.75 per sq. ft. less than 601 sq. ft. \$0.87 per sq. ft. 601 sq. ft. and greater</u>
<u>All over \$1,000.00:- Aluminum construction permit fees</u>	<u>\$0.35 per sq. ft. (\$75.00 minimum)</u>
<u>Concrete</u>	<u>\$0.15 per sq. ft. (\$75.00 minimum)</u>
<u>Fence Residential</u>	<u>\$0.25 per linear foot (\$75.00 minimum)</u>
<u>Flood Permit (construction in a FEMA Flood Zone)</u>	<u>\$70.00</u>
<u>Pool Enclosures</u>	<u>One half the alum rate (\$75.00 minimum)</u>
<u>Greenhouse buildings</u>	<u>\$175.00 (includes roofing)</u>
<u>Roofing</u>	<u>\$0.13 per sq. ft. (\$75.00 minimum)</u>
<u>Tree Removal Permit (protected trees)</u>	<u>\$25.00</u>

<u>NOTE: See COLC Code of Ordinances, Chapter 104, Article II</u>	
<u>Irrigation-Residential</u>	<u>\$75.00</u>
<u>Plumbing permit fees</u>	<u>\$.13 per sq. ft.</u> <u>(\$75.00 minimum)</u>
<u>Gas Piping/fixtures</u>	<u>\$.12 per sq. ft.</u> <u>(\$75.00 minimum)</u>
<u>Electrical Permit fees</u>	<u>\$.13 per sq. ft.</u> <u>(\$75.00 minimum)</u>
<del>First \$1,000.00</del> <u>Solar Photovoltaic Panels (per Tier)</u> <ul style="list-style-type: none"> <li>• <u>Tier 1 (1-7 Solar Panels)</u></li> <li>• <u>Tier 2 (8-15 Solar Panels)</u></li> <li>• <u>Tier 3 (15 Solar Panels or more)</u></li> </ul> <u>Removal and Replacement for Re-Roof</u>	<u>\$100</u> <u>\$75.00</u> <u>\$125.00</u> <u>\$175.00</u> <u>One-half of installation permit fee for applicable tier (above)</u>
<u>Solar Water Heater</u>	<u>\$75.00</u>
<del>–</del> <u>Electrical</u> <ul style="list-style-type: none"> <li>• <u>Individual basis; each service installation</u></li> <li>• <u>Each additional \$1,000.00 distribution/sub panel/disconnect new or fraction thereof replacement</u></li> </ul>	<u>\$75.00</u> <u>\$75.00</u>
<u>Mechanical permit fees</u>	<u>\$.12 per sq. ft.</u> <u>(\$75.00 minimum)</u>
<u>Miscellaneous</u>	<u>\$.15 per sq. ft.</u> <u>(\$75.00 minimum)</u>
<u>Right-of-Way Utilization Permit</u>	<u>\$195.00</u>
<u>Door/Garage Door Replacement</u>	<u>\$75.00</u>

<u>Window Replacement (per Tier)</u> <ul style="list-style-type: none"> <li>• <u>Tier 1 (1-5 Windows)</u> <span style="float: right;"><u>\$75.00</u></span></li> <li>• <u>Tier 2 (6-10 Windows)</u> <span style="float: right;"><u>\$100.00</u></span></li> <li>• <u>Tier 3 (11 Windows or more)</u> <span style="float: right;"><u>\$125.00</u></span></li> </ul>	
<u>Residential Plan Review Fees</u> <ul style="list-style-type: none"> <li>• <u>New construction (includes electrical, plumbing, HVAC, building, gas)</u> <span style="float: right;"><u>\$0.26 per square foot</u></span></li> <li>• <u>Stand alone permits (electrical, plumbing, HVAC, building, gas)</u> <span style="float: right;"><u>\$0.15 per square foot</u></span></li> </ul>	

~~b. Reinspection fee (must be paid in advance before second inspection) \$40.00.~~

~~Plumbing permit fees:~~

~~(6) The following is the schedule of plumbing permit fees:~~

~~a. Generally:~~

~~(11) Permit Renewal~~

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

<del>Valuation by Contract Prices-Project Inspection Progress</del>	<del>Fee-Percentage of Original Permit Fee</del>
<del>No inspections performed</del>	<del>100%</del>
<del>\$1,000.00 and less-Slab inspection approved and slab poured</del>	<del>\$75.00-80%</del>
<del>All over \$1,000.00:-Lintel inspection approved</del>	<del>60%</del>
<del>—First \$1,000.00-Framing and rough all inspections approved</del>	<del>\$100.00-40%</del>
<del>—Each additional \$1,000.00 or fraction thereof-Insulation inspection approved</del>	<del>\$5.00-20%</del>

<u>For final inspections only</u>	<u>10%</u>
<u>Electrical, Plumbing, Fire, Gas, Mechanical Permit renewal fee</u>	<u>Renewal of sub permits shall be the minimum permit fee</u>

~~b. Reinspection fee (must be paid in advance before second inspection is made) \$40.00.~~

~~Plan review fees:~~

~~(7) The following is the schedule of plan review fees:~~

~~a. Generally:~~

~~1. Commercial plan review fees: The fees for plan review shall be 50 percent of the building permit fees on the same unit. (Example: \$1,000.00 permit fee equals \$500.00 plan review fee for a total fee of \$1,500.00.)~~

~~2. Residential plan review fees: The fees for plan review shall be 25 percent of permit fee. (Example: \$1,000.00 permit fee plus (12) Re-Inspection Fees~~

~~\$250.00 (25 percent) = \$1,250.00.)~~

~~b. State of Florida surcharge fees: Two and one-half percent of the total permit fee.~~

~~Research fees:~~

~~(8) The following is the schedule of research fees for open permit, open code enforcement violations and liens:~~

<u>Permits within past three years Permit/Service</u>	<u>\$5.15-Fee</u>
<u>Permits older than three years Re-inspection fee (commercial or residential)</u>	<u>\$20.60-50.00</u>

<u>Complete history</u>	<u>\$25.75</u>
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~~Sec. 22-5. Definitions:~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

(13) Residential Miscellaneous Permit

<u>Permit/Service</u>	<u>Fee</u>
<u>Modular Storage Buildings</u> <u>(DCA DBPR Approved; 400 sq. ft. or less)</u>	<u>\$100.00</u>
<u>Preliminary inspection prior to moving</u> <u>any building or structure</u>	<u>\$25.00</u>
<u>Penalty for commencement of work on a</u> <u>building or structure before obtaining the</u> <u>necessary permit(s)</u>	<u>Penalty is greater of:</u> <u>\$150.00 or double</u> <u>permit fee</u>
<u>Residential Mechanical Change Out</u>	<u>\$85.00</u>
<u>Re-Roof or Roof-Over</u>	<u>\$155.00</u>
<u>Early Start</u> <u>(Construction may start at own risk but</u> <u>no inspections until issuance of permit)</u>	<u>\$50.00</u>

(14) Sign Permit (requirements per Land Development Regulations 4.2.20)

<u>Permit</u>	<u>Fee</u>
<u>Each permit</u>	<u>\$75.00</u>
<u>With electric</u>	<u>\$100.00</u>
<u>Monument Base</u>	<u>\$150.00</u>
<u>Banner</u>	<u>\$10.00</u>
<u>Grand Opening Sign Application</u>	<u>\$25.00</u>
<u>Sign Face Changes</u> <u>(no structural alterations)</u>	<u>\$25.00</u>

(15) Swimming Pool Permit

<u>Permit</u>	<u>Cost</u>
<u>Spa/whirlpool</u>	<u>\$75.00</u>

<u>(includes electrical, plan review, plumbing &amp; gas)</u>	
<u>Private above-ground swimming pool</u> <u>(includes electrical, plumbing, plan review &amp; gas)</u>	<u>\$75.00</u>
<u>Private in-ground swimming pool</u> <u>(includes electrical, plumbing, plan review &amp; gas)</u>	<u>\$225.00</u>
<u>Commercial swimming pool</u> <u>(includes electrical, plumbing, plan review &amp; gas)</u>	<u>\$310.00</u>
<u>Residential portable pools with water depth of less than 24" are exempt from permitting</u>	<u>No Fee</u>

(16) Utility Permits (Located outside of city limits)

All inspections for Utility Permits shall be inspected prior to covering or concealing of the installation.

<u>Permit</u>	<u>Cost</u>
<u>Building sanitary connection to City Sewer by contractor</u>	<u>\$100.00</u>
<u>Building water connection to City Water by contractor</u>	<u>\$100.00</u>
<u>Backflow Preventer for City Water Protection installed by contractor (due to Irrigation Systems and/or well located on Property)</u>	<u>\$75.00</u>
<u>Backflow Preventer for City Water Protection installed by contractor (due to Swimming Pool and/or Spa located on Property)</u>	<u>\$75.00</u>



<u>Hourly Charge for City Utility Workers and equipment to Uncover the above installations for Inspection. (City workers shall not make corrections and are not responsible for damage due to uncovering the installation)</u>	<u>\$500.00/hour (3-hour minimum charge)</u>
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(17) Military Veteran Building Permit Discount

A city building permit fee shall be reduced by fifty (50) percent for an honorably discharged veteran of the United States Armed Forces where such permit is for work to be performed on a dwelling owned by the veteran which is used as the veteran’s residence . For purposes of this provision, “Armed Forces” shall have the meaning set forth in Section 250.01, Florida Statutes (2024).

- a. The reduced fee applies to all construction activity not just improvements relating to a disability.
- b. The discount can be coupled with any statutory exemption from licensing and permitting fees, including, but not limited to the exemption set forth in Section 295.16. Florida Statutes (2024).
- c. The work to be performed pursuant to a permit obtained pursuant to this provision of the Code of Ordinances shall be performed by a Florida licensed contractor or the homeowner.
- d. Except in the event of an applicable statutory exception, all fees other than a building permit fee shall be paid at full value by the veteran and no discount shall apply.

(18) Private Provider

An owner may use a private provider (as defined in Section 553.791, Florida Statutes (2024)) at such owner’s discretion. In the event an owner uses a private provider the fee reductions set forth in the applicable fee schedule shall be applied.

(19) Fire Permits, plan review and inspections

Fire Review Fees Residential/Commercial Development (PUD’s shall be required to satisfy fire protection requirements based on planned development).

<u>Permit/Service</u>	<u>Fee</u>
<u>Fire Plan Review</u>	<u>\$0.03 per square foot (\$75.00 minimum)</u>

<u>Fire Alarm Systems permit</u> <u>(Fire plan review not included)</u>	<u>\$0.01/square foot</u> <u>(\$169.00 minimum)</u>
<u>Fire Sprinkler Systems permit</u> <u>(Fire plan review not included)</u>	<u>\$0.01/square foot</u> <u>(\$169.00 minimum)</u>
<u>Change of building use/occupancy permit</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Fire inspection required</u></li> <li>• <u>Includes one inspection per type/ category</u></li> <li>• <u>Does not include repairs/ renovations/ corrections/ alterations</u></li> </ul>	<u>\$181.00</u>
<u>Hood Systems permit</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>includes Fire Inspector's test</u></li> <li>• <u>does not include mechanical permit for hood installation.</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$181.00 per hood system</u>
<u>Residential Fire Sprinkler System Inspection</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>1-2 family and mobile home</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$91.00</u>
<u>Residential Fire Alarm System Inspection</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>1-2 family and mobile home</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$91.00</u>

<u>Hazardous Chemical Storage Inspection</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included)</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$181.00</u>
<u>Paint Booth Suppression Inspection</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$181.00</u>
<u>Fire Suppression (wet/dry) Inspection</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$181.00</u>
<u>Stand Pipe Inspection</u> <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$121.00</u>
<u>Tent Inspection</u>  <u>NOTE:</u> <ul style="list-style-type: none"> <li>• <u>Inspection required for tents exceeding 900 square feet</u></li> <li>• <u>Fire plan review not included</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$121.00 primary tent</u> <u>\$25.00 each additional tent on property per permit</u>
<u>Fire System Monitoring Inspection</u>	<u>\$121.00</u>

<p><u>NOTE:</u></p> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	
<p><u>Remediation Systems</u></p> <p><u>NOTE:</u></p> <ul style="list-style-type: none"> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$121.00</u>
<p><u>Fire underground mains inspection</u></p> <p><u>NOTE:</u></p> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<p><u>\$181.00 1<sup>st</sup> 200 linear ft.</u>  <u>\$50.00 each additional</u>  <u>200 linear ft. or fraction</u>  <u>thereof</u></p>
<p><u>Food Vendors/Food Truck (Open Air Vendor) Inspections</u></p> <p><u>NOTE:</u></p> <ul style="list-style-type: none"> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$45.00 per truck or food vendor</u>
<p><u>Sparkler Sales Inspection</u></p> <p><u>NOTE:</u></p> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>Pursuant to Chapter 791, Florida Statutes</u></li> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$105.00 per location</u>
<p><u>Fire Works Sales Inspection</u></p> <p><u>NOTE:</u></p> <ul style="list-style-type: none"> <li>• <u>Fire plan review not included</u></li> <li>• <u>Pursuant to Chapter 791, Florida Statutes</u></li> </ul>	<u>\$125.00 per location</u>

<ul style="list-style-type: none"> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	
<u>Change of Tenant Permit/Inspection or Routine Inspection</u> NOTE: <ul style="list-style-type: none"> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$65.00</u>
<u>Commercial access gates inspection</u> NOTE: <ul style="list-style-type: none"> <li>• <u>Includes residential subdivisions</u></li> <li>• <u>Includes one inspection per type (category)</u></li> <li>• <u>Fire plan review not included</u></li> </ul>	<u>\$75.00</u>
<u>Fire Site Plan Review (Fire Department access, fire hydrant(s) locations)</u> NOTE: <ul style="list-style-type: none"> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$125.00</u>
<u>FALSE ALARMS</u> <u>Two per month allowable with no charge</u> <u>Third or more False Alarms in a month</u> NOTE: <ul style="list-style-type: none"> <li>• <u>Includes one inspection per type (category)</u></li> </ul>	<u>\$250.00 each occurrence</u>

- Each required Fire inspection type (category) is one inspection for each type. Additional inspection of the same type are \$50.00 per inspection.

- Re-inspection fee for rejected Fire inspection (must be paid in advance before second inspection is made) \$50.00.

**Sec. 22-5. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Advertise* ~~shall mean~~means to tell about, communicate, inform, advise, in or through any public or private manner or form, including, but not limited to through newspaper(s), handbill(s), or flyer(s), business card(s), magazine(s), telephone directory(ies), radio, television, telephone solicitation, and/or conversation.

~~Applicant means any person who makes application for a certificate as provided in this article.~~

~~Board or contractor's board means the city contractor's board of examiners and appeals for the construction industry.~~

~~Certificate means a certificate of competency issued by the board as provided in this article.~~

~~Certification means the act of obtaining or holding a certificate of competency from the board as provided in this article.~~

*Code enforcement officer* ~~shall mean~~means any authorized agent or employee of the city whose duty it is to assure code compliance and is authorized by the growth management director or building official to enforce this chapter.

*Contracting* means, except as exempted in this article, engaging in business as a contractor and includes, but is not limited to, performance of any of the acts as set forth in the definition of the word "contractor" which defines types of contractors. The attempted sale of contracting services and the negotiation or bid for a contract on these services also constitutes contracting. If the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure. However, the term "contracting" shall not extend to an individual, partnership, corporation, trust, or other legal entity that offers to sell or sells completed residences on property on which the individual or business entity has any legal or equitable interest, if the services of a qualified contractor certified or registered pursuant to the requirements of this article have been or will be retained for the purpose of constructing such residences.

*Contractor* means the person who is qualified for, and shall only be responsible for, the project contracted for and means, except as exempted in this article, the person who, for compensation, undertakes to, submits a bid to, or does himself or by others construct, repair, alter, remodel, add to, demolish, subtract from, or improve any building or structure, including related improvements to real estate, for others or for resale to others; and whose job scope is substantially similar to the job scope described in one of the subsequent paragraphs of this subsection.

For the purposes of regulation under this article, the term "demolish" applies only to demolition of steel tanks over 50 feet in height; towers over 50 feet in height; other structures over 50 feet in height, other than buildings or residences over three stories tall; and buildings or residences over three stories tall. Contractors are subdivided into two divisions: Division I, consisting of those contractors defined in subsections (1)—(3) of this definition, and ~~Division~~ Division II, consisting of those contractors defined in subsections (4)—(17) of this definition:

- (1) *General contractor* means a contractor whose services are unlimited as to the type of work which he may do, except as provided in this article.
- (2) *Building contractor* means a contractor whose services are limited to construction of commercial buildings and single-dwelling or multiple-dwelling residential buildings, which commercial or residential buildings do not exceed three stories in height, and accessory use structures in connection therewith or a contractor whose services are limited to remodeling, repair, or improvement of any size building if the services do not affect the structural members of the building.
- (3) *Residential contractor* means a contractor whose services are limited to construction, remodeling, repair, or improvement of one-family, two-family, or three-family residences not exceeding two habitable stories above no more than one uninhabitable story and accessory use structures in connection therewith.
- (4) *Sheet metal contractor* means a contractor whose services are unlimited in the sheet metal trade and who has the experience, knowledge, and skill necessary for the manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, insulation, alteration, repair, servicing, or design, when not prohibited by law, of ferrous or nonferrous metal work of U.S. No. 10 gauge or its equivalent or lighter gauge and of other materials including, but not limited to, fiberglass, used in lieu thereof and of air-handling systems, including the setting of air-handling equipment and reinforcement of same and including the balancing of air-handling systems.
- (5) *Roofing contractor* means a contractor whose services are unlimited in the roofing trade and who has the experience, knowledge, and skill to install, maintain, repair, alter, extend, or design, when not prohibited by law, and use materials and items used in the installation, maintenance, extension, and alteration of all kinds of roofing, waterproofing, and coating, except when coating is not represented to protect, repair, waterproof, stop leaks, or extend the life of the roof.
- (6) *Class A air conditioning contractor* means a contractor whose services are unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, when

not prohibited by law, central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, and all appurtenances, apparatus, or equipment used in connection therewith; to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, and pneumatic control piping; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air conditioning control wiring; and to install a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.

- (7) *Class B air conditioning contractor* means a contractor whose services are limited to 25 tons of cooling and 500,000 Btu of heating in any one system in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system being installed under this classification; to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, piping and insulation of pipes, vessels, and ducts; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air conditioning control wiring; and to install a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.
- (8) *Class C air conditioning contractor* means a contractor whose business is limited to the servicing of air conditioning, heating, or refrigeration systems, including duct alterations in connection with those systems he is servicing, and whose certification or registration, issued pursuant to this part, was valid on October 1, 1988. No person not previously registered or certified as a class



C air conditioning contractor as of October 1, 1988, shall be so registered or certified after October 1, 1988. However, the board shall continue to license and regulate those class C air conditioning contractors who held class C licenses prior to October 1, 1988.

- (9) *Mechanical contractor* means a contractor whose services are unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, lift station equipment and piping, and all appurtenances, apparatus, or equipment used in connection therewith; to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, pneumatic control piping, gasoline tanks and pump installations and piping for same, standpipes, air piping, vacuum line piping, oxygen lines, nitrous oxide piping, ink and chemical lines, fuel transmission lines, and natural gas fuel lines within buildings; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air conditioning control wiring; and to install a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.
- (10) *Commercial pool/spa contractor* means a contractor whose scope of work involves, but is not limited to, the construction, repair, water treatment, and servicing of any swimming pool, or hot tub or spa, whether public, private, or otherwise, regardless of use. The scope of such work includes layout, excavation, operation of construction pumps for dewatering purposes, steelwork, installation of light niches, construction of floors, guniting, fibreglassing, installation of tile and coping, installation of all perimeter and filter piping, installation of all filter equipment and chemical feeders of any type, plastering of the interior, construction of decks, construction of equipment rooms or housing for pool equipment, and installation of package pool heaters. However, the scope of such work does not include direct connections to a sanitary sewer system or to potable water lines.
- (11) *Residential pool/spa contractor* means a contractor whose scope of work involves, but is not limited to, the construction, repair, water treatment, and servicing of any residential swimming pool or hot tub or spa, regardless of

use. The scope of such work includes layout, excavation, operation of construction pumps for dewatering purposes, steelwork, installation of light niches, construction of floors, guniting, fibreglassing, installation of tile and coping, installation of all perimeter and filter piping, installation of all filter equipment and chemical feeders of any type, plastering of the interior, construction of decks, installation of housing for pool equipment, and installation of package pool heaters. However, the scope of such work does not include direct connections to a sanitary sewer system or to potable water lines.

(12) *Swimming pool/spa servicing contractor* means a contractor whose scope of work involves the servicing, repair, water treatment including, but not limited to, the direct infusion of chlorine gas accomplished through the use of machinery attached to the pool, and maintenance of any swimming pool or hot tub or spa, whether public or private. The scope of such work may include any necessary piping and repairs, replacement and repair of existing equipment, or installation of new additional equipment as necessary. The scope of such work includes the reinstallation of tile and coping, repair and replacement of all piping, filter equipment, and chemical feeders of any type, replastering, reconstruction of decks, and reinstallation or addition of pool heaters.

(13) *Plumbing contractor* means a contractor whose contracting business consists of the execution of contracts requiring the experience, financial means, knowledge, and skill to install, maintain, repair, alter, extend, or, when not prohibited by law, design plumbing. A plumbing contractor may install, maintain, repair, alter, extend, or, when not prohibited by law, design the following without obtaining any additional local regulatory license, certificate, or registration: sanitary drainage or storm drainage facilities; venting systems; public or private water supply systems; septic tanks; drainage and supply wells; swimming pool piping; irrigation systems; or solar heating water systems and all appurtenances, apparatus, or equipment used in connection therewith, including boilers and pressure process piping and including the installation of water, natural gas (excluding liquid petroleum gases), and storm and sanitary sewer lines; and water and sewer plants and substations. The scope of work of the plumbing contractor also includes the design, when not prohibited by law, and installation, maintenance, repair, alteration, or extension of air-piping, vacuum line piping, oxygen line piping, nitrous oxide piping, and all related medical gas systems; fire line standpipes and fire sprinklers to the extent authorized by law; ink and chemical lines; fuel oil and gasoline piping and tank and pump installation, except bulk storage plants; and pneumatic control piping systems, all in such a manner as to comply with all plans, specifications, codes, laws, and regulations applicable. The scope of work of the plumbing contractor shall apply to private property and public property, shall include any excavation work incidental thereto, and shall

include the work of the specialty plumbing contractor. Such contractor shall subcontract, with a qualified contractor in the field concerned, all other work incidental to the work but which is specified herein as being the work of a trade other than that of a plumbing contractor. Nothing in this definition shall be construed to limit the scope of work of any specialty contractor certified pursuant to F.S. § 489.113(6). Nothing in this definition shall be construed to require certification or registration under this part of any authorized employee of a public natural gas utility or of a private natural gas utility regulated by the public service commission when disconnecting and reconnecting water lines in the servicing or replacement of an existing water heater.

- (14) *Underground utility and excavation contractor* means a contractor whose services are limited to the construction, installation, and repair, on public or private property, of main sanitary sewer collection systems, main water distribution systems, storm sewer collection systems, and the continuation of utility lines from the main systems to a point of termination up to and including the meter location for the individual occupancy, sewer collection systems at property line on residential or single-occupancy commercial properties, or on multi-occupancy properties at manhole or wye lateral extended to an invert elevation as engineered to accommodate future building sewers, water distribution systems, or storm sewer collection systems at storm sewer structures. However, an underground utility and excavation contractor may install empty underground conduits in rights-of-way, easements, platted rights-of-way in new site development and sleeves for parking lot crossings no smaller than two inches in diameter, provided that each conduit system installed is designed by a licensed professional engineer or an authorized employee of a municipality, county, or public utility and that the installation of any such conduit does not include installation of any conductor wiring or connection to an energized electrical system. An underground utility and excavation contractor shall not install any piping that is an integral part of a fire protection system as defined in F.S. § 633.021(7) beginning at the point where the piping is used exclusively for such system.
- (15) *Solar contractor* means a contractor whose services consist of the installation, alteration, repair, maintenance, relocation, or replacement of solar panels for potable solar water heating systems, swimming pool solar heating systems, and photovoltaic systems and any appurtenances, apparatus, or equipment used in connection therewith, whether public, private, or otherwise, regardless of use. A contractor, certified or registered pursuant to the provisions of this article, is not required to become a certified or registered solar contractor or to contract with a solar contractor in order to provide any services enumerated in this definition that are within the scope of the services such contractors may render under this article.

(16) *Pollutant storage systems contractor* means a contractor whose services are limited to, and who has the experience, knowledge, and skill to install, maintain, repair, alter, extend, or design, when not prohibited by law, and use materials and items used in the installation, maintenance, extension, and alteration of, pollutant storage tanks. Any person installing a pollutant storage tank shall perform such installation in accordance with the standards adopted pursuant to F.S. § 376.303.

(17) *Specialty contractor* means a contractor whose scope of work and responsibility is limited to a particular phase of construction and whose scope is limited to a subset of the activities described in the categories established in one of the sections of this definition.

*Owner builder* means an owner of property, building, or improving one- or two-family residences thereof for the occupancy of such owners and not offered for sale. In all actions brought under this article, proof of the sale or offering for sale of more than one such structure by the owner builder within one year after completion of same is presumptive evidence that such structure was undertaken for purpose of sale.

*Qualifying agent* means a person as defined in F.S. § 489.105(4), (5).

*Registered contractor* means any contractor who has registered with the state department of professional regulation pursuant to fulfilling the competency requirements of the board and is primarily disciplined by the local board.

*Repeat violation* ~~shall mean~~ means a recurring violation of a provision of this article by a violator who has previously been found to have violated the same provisions, or a violator against whom penalties were assessed for the same provision, within five years prior to the current violation.

*Serve* ~~shall mean~~ means that all notices required by this article shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer or code enforcement officer; or by leaving the notice at the alleged violator's usual place of residence with some person of his or her family above 15 years of age and informing such person of the contents of the notice.

*Unlicensed contractor* means any person who does not hold a current state certification, state registration, ~~or city certificate~~ of competency while acting as a contractor ~~or journeyman~~.

*Handyman Services* means a company or person that holds a Business Tax Receipt from the city for installation of fences (permit required); carpet, linoleum, ceramic tile, terrazzo, marble, and wood flooring; ceiling fan installation limited to connection with the electrical source by a plug/outlet connection and not "hard wiring" or other means of connection; change of door locks (NO installation of doors or windows); asphalt paving and coating with required permit; painting and

wall coverings; housecleaning; lawn maintenance and/or tree service; commercial and residential landscaping not requiring the installation or repair of irrigation systems; power washing; rescreening not requiring the installation or repair of aluminum, wood or vinyl siding and/or frames; trash hauling and construction job-site cleanup; acoustical treatment on interior walls only; installation of window treatments such as curtains and/or blinds, whether vertical or horizontal; assembly of prefabricated furnishings and shelving; replace intake air handler filters where duct work or dismantling of any part of the HVAC system is not required; swimming pool and spa treatment. This is not an inclusive list. Work requiring a license as set forth under the definitions of *Contractors* in items (1) through (17), above, is specifically excluded from the definition of *Handyman Services* and must be performed by Florida licensed contractors.

**Sec. 22-6. —Exemptions.**

(a) Shall be as set forth in ~~F.S. §~~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 section.
- (2) Public utilities, including special gas districts as defined in ~~{F.S.} ch. Chapter~~ 189, telecommunications companies as defined in ~~{F.S.} §Section~~ 364.02(14), Florida Statutes, and natural gas transmission companies as defined in ~~{F.S.} §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 subsection.
- (3) Owners of property when acting as their own contractor and providing direct, onsite supervision themselves of all work not performed by licensed contractors:
  - a. When building or improving farm outbuildings or one-family or two-family residences on such property for the occupancy or use of such

owners and not offered for sale or lease, or building or improving commercial buildings, at a cost not to exceed \$75,000.00, on such property for the occupancy or use of such owners and not offered for sale or lease. In an action brought under this part, proof of the sale or lease, or offering for sale or lease, of any such structure by the owner-builder within one year after completion of same creates a presumption that the construction was undertaken for purposes of sale or lease.

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

This subsection does not exempt any person who is employed by or has a contract with such owner and who acts in the capacity of a contractor. The owner may not delegate the owner's responsibility to directly supervise all work to any other person unless that person is registered or certified under this part and the work being performed is within the scope of that person's license. For the purposes of this subsection, the term "owners of property" includes the owner of a mobile home situated on a leased lot. To qualify for exemption under this subsection, an owner must personally appear and sign the building permit application and must satisfy local permitting agency requirements, if any, providing that the owner has a complete understanding of the owner's obligations under the law as specified in the disclosure statement in this section. If any person violates the requirements of this subsection, the local permitting agency shall withhold final approval, revoke the permit, or pursue any action or remedy for unlicensed activity against the owner and any person 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.
- (5) Any one-family, two-family, or three-family residence constructed by Habitat for Humanity International, Inc., or its local affiliates. Habitat for Humanity International, Inc., or its local affiliates, must:
  - a. Obtain all necessary building permits.
  - b. Obtain all required building code inspections.
  - c. Provide for supervision of all work by an individual with construction experience.
- (6) A disaster recovery mitigation organization or a not-for-profit organization repairing or replacing a one-family, two-family, or three-family residence that has been impacted by a disaster when such organization:
  - a. Is using volunteer labor to assist the owner of such residence in mitigating unsafe living conditions at the residence;

- b. Is not holding itself out to be a contractor;
  - c. Obtains all required building permits;
  - d. Obtains all required building code inspections; and
  - e. Provides for the supervision of all work by an individual with construction experience.
- (7) The sale, delivery, assembly, or tie-down of prefabricated portable sheds ~~that are of~~ not more than 250 square feet in interior size and ~~are~~ not intended for use as a residence or as living quarters. This exemption may not be construed to interfere with the ~~Florida~~ Building Code or any applicable local technical amendment to the ~~Florida~~ Building Code, local licensure requirements, or other local ordinance provisions. A permit is not required for the on-site assembly or tie-down of prefabricated portable sheds of not more than 250 square feet in interior size and not intended for use as a residence or living quarters, or portion/auxiliary unit thereof.
- (8) The sale, delivery, assembly, or tie-down of lawn storage buildings and storage buildings not exceeding 400 square feet in interior size and bearing the insignia of approval from the ~~department~~State of ~~community affairs~~Florida Department of Business and Professional Regulation showing compliance with the ~~Florida~~ Building Code. A permit is required for the on-site assembly and/or tie down of prefabricated storage buildings being more than 250 square feet, but not more than 400 square feet in interior size and not intended for use as a residence or living quarters, or portion/auxiliary unit thereof.

~~Secs. 22-7—22-10.—Reserved.~~

## **ARTICLE II. ~~—INSURANCE, CERTIFICATION AND LICENSURE~~**

### **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 the latter of not less than \$50,000.00 for one person and \$100,000.00 for more than one person, in any one accident, and public property damage insurance with a minimum of not less than \$5,000.00 for any one accident.
- (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 ~~and provided~~ 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 section; 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.

~~(c) Revocation of certificate of competency on cancellation of insurance. In the event of a cancellation of a policy or policies, required by subsection (a) of this section, the certificate of such licensee shall automatically be revoked, but shall be reinstated when the licensee has furnished a certificate of insurance in compliance with this section.~~

~~Sec. 22-12. —Certification required.~~

~~(a) It shall be unlawful for any person to engage in business in the city as a contractor without being certified pursuant to the provisions of this subdivision.~~

~~(b) It shall be unlawful for any firm or corporation to engage in business as a contractor unless the firm or corporation shall at all times be under the direction, supervision and management of a person certified for such activity.~~

~~(c) This section shall not require city certification of a person as a contractor if he is certified as such by the state.~~

~~Sec. 22-13. —Reciprocity.~~

~~(a) Any person who holds a current certificate obtained by examination equivalent to that provided in section 22-14 in any other city or county in the state having similar requirements and operating under similar provisions, and such city or county grants reciprocity to similar occupations and businesses of the City of Lake City, shall be granted a certificate upon payment of the certificate fee and the occupational license upon payment of the certificate fee and the occupational license fee for his classification, and upon compliance with the insurance requirements of this article.~~

~~(b) Any person holding a valid certificate of competency issued by the state construction industry licensing board for any business or trade regulated in this article shall likewise be granted a certificate upon payment of the certificate and occupational license fees for his classification and upon compliance with the insurance requirements of this article.~~

~~(c) Certificates issued through reciprocity shall be subject to each and every provision contained in this article.~~

~~Sec. 22-14. —Application; examination; financial report; fees and costs.~~

~~(a) Application. To obtain a certificate an applicant shall submit an application in writing to the board containing the statement that the applicant desires the issuance of a certificate and the class of certificate desired on a form containing the information prescribed by the board and shall be accompanied by the fee established by this section.~~

~~(b) Examinations. Examinations shall be conducted as follows:~~

~~(1) Examinations shall be held at times and places the board determines to be appropriate within the state. Each applicant shall take a written examination about his fitness for a certificate in the category for which application is made. There shall be a type of examination for each of the categories defined in section 22-5 which shall apply to the type of work covered by the certificate for which application is made. The examination shall cover knowledge of basic principles of contracting and construction applicable to the category for which a request for a certificate is made. All examinations are to be prepared by an independent testing agency, subject to approval by the board.~~

~~(2) A passing grade on the examination shall be established by the board and such examinations shall be administered by the independent testing agency and grades reported to the board.~~

~~(c) Financial or credit report. Each applicant for a certificate shall furnish to the board a financial or credit report containing sufficient facts as determined by the board for the board to investigate the financial responsibility and credit reputation of the applicant and of any business organization on behalf of which he proposes to engage in contracting.~~

~~(d) Fees; costs of examination. The application must be accompanied by a nonrefundable fee of \$50.00. The applicant must pay all costs of the examination administered by the independent testing agency.~~

~~Sec. 22-15. Investigation and certification of applicants; duration and renewal.~~

~~(a) Investigation; issuance or denial of certificate. The chair of the board shall cause an investigation of the applicant to be made and, if upon the investigation of the applicant, the board in the exercise of its reasonable discretion determines that the applicant has satisfactorily passed the examination provided for in section 22-14, and is otherwise a fit and proper person to engage in the business within the city, the board shall cause a certificate to be issued to the applicant; otherwise, the application will be denied. Such certificate shall specify the type or kind of work for which the applicant is qualified to perform with the city and shall show on its face that it is subject to revocation or suspension.~~

~~(b) Duration; renewal of certificate. All certificates of competency shall be issued for one year and shall expire on September 30 of each calendar year. Any certificate of competency not renewed within 30 days after its expiration date~~

~~shall be void and may not be renewed without examination and payment of fees required therefor, provided time spent in the armed forces of the United States shall not be counted in such 30 day period. Certificates of competency may be renewed within 30 days after expiration by payment of the renewal fee.~~

~~(c) Renewal fee. The renewal fee for a certificate of competency issued under this article shall be \$50.00.~~

~~Sec. 22-16. Eligibility; reapplication after denial.~~

~~(a) Eligibility generally. A person shall be qualified to be certified as a contractor if:~~

~~(1) He has a good business and performance reputation in the community in which he has been engaged in business;~~

~~(2) He has a practical and working knowledge of the business in which he seeks to engage;~~

~~(3) He has a practical and working knowledge of the statutes of the state and ordinances of the city applicable to the business in which he seeks to engage, including the zoning, building, electrical, plumbing and gas codes of the city;~~

~~(4) He pays the required fee, makes the necessary application, meets the insurance requirements, and passes the required examination; and~~

~~(5) He has been a journeyman plumber (if he is applying to be a plumbing contractor) or a journeyman electrician (if he is applying to be an electrical contractor) and can provide satisfactory evidence that he has worked in his trade as a licensed journeyman for a minimum of two years.~~

~~(b) Eligibility of firms and corporations. Any firm or corporation shall be qualified to engage in business in the city as a contractor if:~~

~~(1) The applicant has a good business and performance reputation in the community in which the applicant has been engaged in business.~~

~~(2) The business of such firm or corporation in the future shall at all time be under the direction, supervision, or management of a certified contractor.~~

~~(c) Reapplication. If an application for certification is denied, the applicant may renew his application at the expiration of six months from the date it was denied, unless the board of examiners and appeals shall shorten such period for good cause shown.~~

~~Sec. 22-17. Payment of business tax fees required prior to engagement in licensed trade.~~

~~Before~~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. 22-18.~~ 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 permits shall be issued to, any person licensed under this article who has no such license in full force and effect.

~~Sec. 22-19. Building permit.~~

~~Building permits shall be procured from the office of the building official by every contractor or subcontractor licensed under this article before doing any work or construction of any character as required by ordinances of the city.~~

~~Sec. 22-20. Reserved.~~

~~ARTICLE III. ELECTRICAL~~

~~Sec. 22-21. Purpose of article; enforcement.~~

~~(a) For the better protection of life and property and in the interest of public safety, the following rules and regulations are hereby adopted for the sale, installation, use, repair and maintenance of electrical wiring, apparatus or equipment for light, heat or power inside of or attached to buildings within the limits of the city or served by electricity through any distribution system within the city.~~

~~(b) The enforcement of this article shall be under the supervision and control of the building official.~~

~~Sec. 22-22. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Applicant means any person who makes application for a certificate as provided in section 22-24.~~

~~Approved means acceptable to the authority enforcing this article.~~

~~Board means the board of examiners of electricians.~~

~~Electrical construction means and governs all work and materials used in the installing, maintaining or extending of any system of electrical wiring, for light, heat or power and all apparatus and appurtenances used in connection therewith, inside of or attached to any building, structure, lot or premises.~~

~~Electrical inspector means a person who possesses the necessary training and technical knowledge and who has been appointed by the city council to inspect electrical wiring for the city.~~

~~Electrician means a person who is engaged in the trade of electrical construction.~~

~~Journeyman electrician means a person who possesses the necessary training and technical knowledge to install electrical wiring, apparatus or equipment.~~

~~Master electrician means a person who possesses the necessary qualifications, training and technical knowledge to plan, supervise and install electrical wiring, apparatus and equipment.~~

~~Sec. 22-23. National Electrical Code adopted.~~

~~Except for special rules set forth in this chapter, the National Electrical Code, as adopted with the Florida Building Code, shall be taken as the rule and guidance for the installation, use, maintenance, and sale of all electrical wiring, apparatus, equipment and appliances in the city. The National Electrical Code is hereby adopted as a part of this article as fully as if set out at length in this section. All wire, apparatus and appliances installed, used, sold or offered for sale shall conform to such rules and regulations as are incorporated in the National Electrical Code, and in addition thereto, shall bear the label of, or shall be listed by the Underwriters' Laboratories, Inc., or with other standards approved by the American Standards Association. Such labeling or listing shall be prima facie evidence that the materials, apparatus or appliances comply with the provisions of this article.~~

~~Sec. 22-24. Board of examiners of electricians; certificate required; application; examinations; fees and costs; reexamination; duration and renewal.~~

~~(a) Board of examiners. Shall be as set forth in article VI of this chapter.~~

~~(b) Certificate required. Any person desiring to engage in the businesses or occupations described in section 22-22 must hold a certificate of competency issued by the board.~~

~~(c) Application. To obtain a certificate, an applicant shall submit an application in writing to the board containing the statement that the applicant desires the issuance of a certificate and the~~

~~class of certificate desired on a form containing the information prescribed by the board and shall be accompanied by the fee established by this section.~~

~~(d) Examinations. Examinations shall be conducted as follows:~~

~~(1) Examinations shall be held at times and places as the board determines to be appropriate within the state. Each applicant shall take a written examination about his fitness for a certificate in the category for which application is made. There shall be a type of examination for each of the categories defined in section 22-22 which shall apply to the type of work covered by the certificate for which application is made. The examination shall cover knowledge of basic principles of contracting and construction applicable to the category for which a request for certificate is made. All examinations may be prepared by an independent testing agency, subject to approval by the board.~~

~~(2) A passing grade on the examination shall be established by the board and such examinations may be administered by the independent testing agency and grades reported to the board.~~

~~(e) Fees and costs. The application must be accompanied by a nonrefundable fee of \$50.00. The applicant must pay all costs of the examination administered by the independent testing agency.~~

~~(f) Reexamination. Should any applicant for certification fail to achieve a passing grade on his examination, he shall not be reexamined until after a period of not less than six months from the date of his first examination. If, after such six month period, the applicant should wish to be reexamined, he shall make application as required in this section. Should the applicant fail to achieve a passing grade on the examination the second time, he shall not be examined again until after a period of one year from the time of the second examination.~~

~~(g) Duration; renewal. All certificates of competency shall be issued for one year and shall expire on September 30 of each calendar year. Any certificate of competency not renewed within 30 days after its expiration date shall be void and may not be renewed without examination and payment of fees as required in this section, provided time spent in the armed forces of the United States shall not be counted in such 30 day period. Certificates of competency may be renewed within 30 days after expiration by payment of the renewal fee of \$50.00.~~

~~Sec. 22-25. — Exceptions to examinations.~~

~~Each and every person who, on November 4, 1968, has been issued an occupational license by the city under the classification of electrician or electrical contractor, which license is in good standing on such date, or each and every person who provides proof acceptable to the board of the satisfactory completion of an equivalent examination as required in this article, shall be issued a certificate of competency without being required to be examined as provided in section~~

~~22-24. Such certificates of competency issued under this section shall expire and shall be renewed as required by section 22-24(g).~~

~~Sec. 22-26. Payment of business tax fees required prior to engagement in licensed trade.~~

~~Before any person licensed under this article shall engage in a 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. 22-27. Expiration 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 electrical work shall be done by and no permits shall be issued to any master electrician who does not have such license in full force and effect.~~

~~Sec. 22-28. Certified electricians required for electrical work; exceptions.~~

~~Except as provided for in subsections (1), (2), and (3) of this section, it shall be unlawful for any person not a certified electrician to install, change or alter, repair or extend any system of electrical wiring, apparatus or equipment inside of or attached to any building, structure, lot or premises:~~

~~(1) The employees of the privately owned utilities within the city may make any or all necessary extensions to the distribution system of the same, either overhead or underground; install all meters and metering equipment within the buildings; install primary services to and into buildings wherein the distribution transformers are located within the building; install all service wires on privately owned property from the pole to the house to the point of connection with the owner's service wires; may change, install, alter or repair any system of electrical wiring, apparatus or equipment in or on any municipally owned building, structure, lot or premises; and may install decorative lighting in the city streets and parks of the city. No certificate of competency, license or bond will be required of such employees in connection with their duties as designated in this subsection.~~

~~(2) A certificate of competency, license or bond will not be required of the employees of the telephone or telegraph companies in connection with their duties while installing the signaling equipment or any wiring in connection therewith, either inside or outside of buildings, also the installation of their pole lines in the streets of the city. No employee of the telephone or telegraph companies shall install, change or alter any system of electrical wiring, apparatus or equipment for light, heat or power in the city without first being in possession of a certificate of competency from the examining board in full force and effect.~~

~~(3) No part of this article shall be held to prohibit the working of helpers on any electrical construction when the work done by such helpers is under the actual and full-time supervision of a licensed electrician.~~

~~Sec. 22-29. Permits—Required for electrical construction.~~

~~A permit will be required to install, change, alter (or repair) any electrical wiring, apparatus or equipment within the limits of the city or served by electricity through the distribution system within the city, except that permits will not be required for making repairs to existing wiring, provided that such repairs will not change or alter the wiring or apparatus connected thereto. All permits shall be signed by the city inspector. The city inspector shall have the authority to reject any application for a permit which does not comply with the provisions of this article.~~

~~Sec. 22-30. Same—Issued only to master electricians; exceptions.~~

~~Except as provided in section 22-109, permits shall be issued to master electricians only. Master electricians shall make application for electrical permits at the office of the city inspector. The master electrician shall furnish a complete set of plans and specifications on all large and complicated jobs, and such other information as shall be required before the permit is issued. The electrical inspector shall examine all applications for permits to determine if they conform to the provisions of this article. Should the electrical inspector find that the application is incomplete or does not conform to the provisions of this article, he shall promptly notify the building official to that effect. Upon being so notified, the building official shall have the authority to reject the application or order the master electrician to change it so it will conform to this article.~~

~~Sec. 22-31. Same—Applications to be in writing.~~

~~All applications for permits to install, change, alter or repair electrical wiring, apparatus or equipment shall be in writing and shall be filled in on blanks furnished by the city. Master electricians may obtain the blank forms at the office of the city inspector.~~

~~Sec. 22-32. Reserved.~~

~~Sec. 22-33. Same—Use of name by others to obtain.~~

~~No master electrician shall allow his name to be used by any person, either for the purpose of obtaining a permit for, or to do any electrical work under his license.~~

~~Sec. 22-34. Maintenance electricians; registration.~~

~~Maintenance electricians will be required to register at the office of the building official, giving their names and addresses and also the names and addresses of their employers. Maintenance~~



~~electricians may be either master or journeyman electricians, except maintenance electricians required to install electrical wiring, apparatus or equipment shall be master electricians.~~

~~Sec. 22-35. Electrician to be responsible for complete installation.~~

~~The electrician installing the interior wiring in any building, structure or premises shall be required to and it shall be his duty to see that all equipment is protected from the weather before applying for final inspection. It shall also be his duty to see that installation is complete in every detail.~~

~~Sec. 22-36. Electrical inspector—Appointment; qualifications.~~

~~The electrical inspector shall be appointed by the city council. Such inspector shall have the necessary training and technical knowledge to enable him to carry on the duties of office.~~

~~Sec. 22-37. Same—Duties and powers.~~

~~It shall be the duty of the electrical inspector to inspect all buildings, structures or premises in or on which electrical wiring, apparatus or equipment is to be used, in the course of erection or repair, and to enter into and examine any building where electric current is utilized for light, heat or power for the purpose of ascertaining any violation of this article and enforcing compliance therewith; and upon finding any wiring, apparatus or equipment defective or dangerous, such inspector shall deliver a written notice of such violation of this article, or of any regulation of the city council, to the constructing contractor, owner or agent of any building, and direct him or them to promptly remove or repair such defective wiring, apparatus or equipment within a reasonable time. The time allowed for making such repairs shall be so stated in the notice. Should the party neglect or refuse to remove or repair the defective wiring, apparatus or equipment within the specified time stated in the notice, and in case of neglect or refusal on the part of the party so notified to remove or repair the same within the time and in the manner prescribed in such notice, the party so offending shall be punished as provided in section 22-132, and shall cease to use such wiring, apparatus or equipment until after it has been repaired, altered or changed and made to comply with the provisions of this article. The electrical inspector shall have the authority to disconnect the current from any wiring which is immediately dangerous to life or property.~~

~~Sec. 22-38. Same—To have access to buildings.~~

~~The electrical inspector shall have the right to enter any building, manhole or subway during any reasonable hour of the day in the discharge of his duties, for the purpose of making any tests on the electrical wiring, apparatus or equipment therein contained, and for that purpose he shall be given prompt access to all buildings, private and public, and to all manholes and subways, on~~

~~application to the persons owning, or in charge of such places. It shall be unlawful for any person to interfere with, or in any manner hinder the electrical inspector, or any of his assistants, while in the discharge of his or their duty under the terms of this article.~~

~~Sec. 22-39. Inspection—Required; conformance to provisions of this article.~~

~~(a) Except as provided for in section 22-28, no system of electrical wiring shall be connected to the distribution lines of any utility, and no current shall be supplied through any system of electrical wiring which has not been inspected and approved by the electrical inspector.~~

~~(b) No addition or extension shall be connected to any system of electrical wiring which does not conform to the provisions of this article until after it has been changed, altered or repaired and made to conform to the rules and regulations of this article. Any existing system of electrical wiring, apparatus or equipment which is immediately dangerous to life and property shall be cut off, and the electrical service shall not be again reconnected to the distribution lines of the municipal utility until after it has been repaired, changed or altered and made to conform to the rules and regulations of this article. No electrician, owner, lessee or agent shall increase the load on any wiring system without first consulting the electrical inspector.~~

~~Sec. 22-40. Same—Concealing wiring before it is inspected.~~

~~It shall be unlawful for any person to conceal or enclose any wiring before it has been inspected and approved by the electrical inspector.~~

~~Sec. 22-41. Same—Application; notices; reinspections; fees.~~

~~All electrical work must be in place before the electrical wiring will be considered as complete and ready for inspection. After the wiring is complete and all electrical work in place, the permittee shall request the required inspection(s). The electrical inspector shall inspect the wiring, apparatus, equipment or appliance, and should he find they have been installed in a satisfactory manner and in accordance with the terms of this article, he shall place a notice at the service equipment, or some other suitable place, stating the electrical wiring and equipment in connection therewith has been inspected and approved. If, after inspecting the wiring or apparatus, the electrical inspector should find that it does not conform to this article, he shall notify the permittee that the wiring, apparatus or equipment has been condemned, and that the same shall not be covered or concealed until after it has been changed to meet the provisions of this article. After it has been changed to meet the provisions of this article, the permittee shall request the required inspection(s). Should it become necessary to make a third inspection before the approval of the work, the electrical inspector shall do so only on notice from the permittee together with payment of a reinspection fee as set forth in section 22-4 of this chapter. Requests for inspections shall be made at least 24 hours prior to the requested time of inspection. A~~

~~request for inspection made before 12:00 noon may be inspected the following morning. A request made after 12:00 noon may be inspected the following afternoon. On large and complicated jobs, the electrical may be inspected in sections.~~

~~Sec. 22-42. Temporary connections.~~

~~The electrical inspector may permit temporary connection of any system of wiring, either during the course of construction or for temporary light, heat or power, provided that no temporary connection shall be for a period of over 30 days or such time as shall be specified in writing by the electrical inspector.~~

~~Sec. 22-43. Service wires and tubing.~~

~~All service wires shall be installed in approved conduit.~~

~~Sec. 22-44. Location of service entrance.~~

~~The electrical inspector, together with an authorized representative of the utility, shall designate the location of the service entrance to the building, and once the point of service entrance to the building has been designated, it shall not be changed without the consent of both.~~

~~Sec. 22-45. Wiring—In buildings.~~

~~(a) Schoolhouses, theatres, churches, auditoriums, hotels, rooming houses. Schoolhouses, theatres, churches, auditoriums, hotels, rooming houses of over ten rooms, apartment houses of over four apartments, business, commercial and industrial installation shall be wired with approved conduit.~~

~~(b) Wired according to National Electrical Code. Any class of occupancy not specifically mentioned in this article shall be wired according to the rules of the National Electrical Code governing the wiring, apparatus or equipment for that particular class of occupancy.~~

~~Sec. 22-46. Same—Installation by owner.~~

~~Nothing contained in this article shall be held to prohibit any bona fide owner from installing his own wiring on his own premises, provided that the owner shall comply with the rules and regulations contained in this section. Any owner wishing to install his own wiring on his own premises shall satisfy the electrical inspector that he is capable of and has the ability to install electrical wiring. He shall apply for and secure a permit, install the wiring in accordance with the provisions of this article, and apply for inspection when necessary. The wiring shall be approved by the electrical inspector before the electricity is connected to it.~~

~~Sec. 22-47. Overcurrent protection—Circuit breakers.~~

~~All circuits for light, heat or power shall be protected against short circuits and overloading by approved automatic circuit breakers. All breakers shall be of nontamperable type and shall be so designed that the zero to 15 ampere breaker will not interchange with the 16 to 30 ampere breaker. No installation of electrical wiring will be considered as complete until a complete set of automatic circuit breakers is installed to protect the circuits and equipment.~~

~~Sec. 22-48. Same — Bridging or tampering with.~~

~~It shall be unlawful for any person to, in any manner, bridge an automatic circuit breaker or in any manner tamper with an automatic circuit breaker or change it so it will not properly protect the circuit in which it is connected.~~

~~Secs. 22-49 — 22-60. Reserved.~~

#### ~~ARTICLE IV. — PLUMBING~~

~~Sec. 22-61. — Plumbing work to comply with building code, with article and with state rules; exception.~~

~~All plumbing work done in the city shall be under the control of the building official and shall be done in accordance with the requirements of the Florida Building Code, as adopted by Florida Statutes, the regulations of this chapter, and the rules promulgated by the state department of health and rehabilitative services under F.S. § 381.0011(4); except, however, that it shall be unlawful for any person within the city to use any type of fiber pipe or fittings to drain sewage into the city sewage system or any private sewage system.~~

~~Sec. 22-62. — Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Applicant means any person who makes application for a certificate as provided in this article.~~

~~Board means the board of examiners of plumbers.~~

~~Journeyman plumber means a person who performs the manual work of installing plumbing under the direction of a master plumber, and who holds a journeyman plumber's certificate issued by the board of examiners of plumbers certifying his fitness to perform such manual work.~~

~~Master plumber means a person who assumes responsible charge and direction of other persons in the installation of plumbing and holds a master plumber's certificate issued by the board of examiners of plumbers certifying his fitness to assume such responsibility.~~

~~Plumbing means the practices, materials and fixtures used in the installation, maintenance, extension and alteration of all piping, fixtures, appliances in connection with any of the following: sanitary drainage or storm drainage facilities and venting system, and the public or private water supply system within or adjacent to any building, structure or conveyance. It shall also mean the practice and materials used in the installation, maintenance, extension or alteration of the stormwater or sewage and water supply systems of any premises to their connection with any point of public disposal or other acceptable terminal.~~

~~Plumbing facilities means water closets, toilets, bathtubs, catch basins, slop sinks, kitchen sinks, urinals, washtrays, washbasins, shower baths, lavatories, pantry sinks, drinking fountains, floor drains, cuspidors, laundry tubs and all other appliances for the disposal of sewage, wastewater or human excreta.~~

~~Plumbing fixtures means installed receptacles, devices or appliances which are supplied with water or which receive or discharge liquids or other liquid borne waste, with or without discharge into the drainage system with which they may be directly or indirectly connected.~~

~~Plumbing inspector means the person charged with the enforcement of the rules and regulations governing plumbing.~~

~~Plumbing system means the water supply and distribution pipes; plumbing fixtures and traps; soil, waste and vent pipes; building drains and building sewers including their respective connections, devices and appurtenances within the property lines of the premises.~~

~~Sec. 22-63. — Enforcement of article.~~

~~Responsibility for enforcement of this article shall be with the plumbing inspector or his duly authorized representative, who may enter any building, structure, or premises in the city to perform any duty imposed upon him by this article.~~

~~Sec. 22-64. — Board of examiners of plumbers; certificate required; application; examinations; fees and costs; reexamination; duration and renewal.~~

~~(a) Board of examiners. Shall be as set forth in article VI of this chapter.~~

~~(b) Certificate required. Any person desiring to engage in the business or occupation of journeyman plumber or master plumber must hold a certificate of competency issued by the board.~~

~~(c) Application. To obtain a certificate, an applicant shall submit an application in writing to the board containing the statement that the applicant desires the issuance of a certificate and the~~

~~class of certificate desired on a form containing the information prescribed by the board and shall be accompanied by the fee established by this section.~~

~~(d) Examinations. Examinations shall be administered as follows:~~

~~(1) Examinations shall be held at times and places as the board determines to be appropriate within the state. Each applicant shall take a written examination about his fitness for a certificate in the category for which application is made. There shall be a type of examination for each of the categories defined in section 22-62 which shall apply to the type of work covered by the certificate for which application is made. The examination shall cover knowledge of basic principles of plumbing applicable to the category for which a request for a certificate is made. All examinations may be prepared by an independent testing agency, subject to approval by the board.~~

~~(2) A passing grade on the examination shall be established by the board and such examinations may be administered by the independent testing agency and grades reported to the board.~~

~~(e) Fees and costs. The application must be accompanied by a nonrefundable fee of \$50.00. The applicant must pay all costs of the examination administered by the independent testing agency.~~

~~(f) Reexamination. Should any applicant for certification fail to achieve a passing grade on his examination, he shall not be reexamined until after a period of not less than six months from the date of his first examination. If, after such six month period, the applicant should wish to be reexamined, he shall make application as required in this section. Should the applicant fail to achieve a passing grade on the examination the second time, he shall not be examined again until after a period of one year from the time of the second examination.~~

~~(g) Duration and renewal. All certificates of competency shall be issued for one year and shall expire on September 30 of each calendar year. Any certificate of competency not renewed within 30 days after its expiration date shall be void and may not be renewed without examination and payment of fees as required in this section; provided, however, that time spent in the armed forces of the United States shall not be counted in such 30 day period. Certificates of competency may be renewed within 30 days after expiration by payment of the renewal fee of \$50.00.~~

~~Sec. 22-65.— Business tax fees to be paid prior to engagement in licensed trade.~~

~~Before any person licensed under this article shall engage in a 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. 22-66.— Expiration 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 plumbing work shall be done by and no permits shall be issued to any master plumber who has no such license in full force and effect.~~

~~Sec. 22-67. Certified plumbers required for plumbing work; exceptions.~~

~~It shall be unlawful for any person not a certified plumber to install, change or alter, repair or extend any system of plumbing, apparatus or equipment inside of or attached to any building, structure, lot or premises except as provided in this section. No part of this article shall be held to prohibit the working of helpers on any plumbing when the work done by such helpers is under the actual and full-time supervision of a licensed plumber.~~

~~Sec. 22-68. Permits—Required for plumbing.~~

~~A permit will be required to install, change, alter (or repair) any plumbing, apparatus or equipment within the limits of the city. All permits shall be signed by the city plumbing inspector. The city plumbing inspector shall have the authority to reject any application for a permit which does not comply with the provisions of this article.~~

~~Sec. 22-69. Same—Issued only to master plumbers; exceptions.~~

~~Permits shall be issued to master plumbers only. Master plumbers shall make application for plumbing permits at the office of the city plumbing inspector. The master plumber shall furnish a complete set of plans and specifications on all large and complicated jobs, and such other information as shall be required before the permit is issued. The plumbing inspector shall examine all applications for permits to determine if they conform to the provisions of this article. Should the plumbing inspector find that the application is incomplete or does not conform to the provisions of this article, he shall promptly notify the building official to that effect. Upon being so notified, the building official shall have the authority to reject the application or order the master plumber to change it so it will conform to this article.~~

~~Sec. 22-70. Same—Use of name by others to obtain.~~

~~No master plumber shall allow his name to be used by any person or party, either for the purpose of obtaining a permit for, or to do any plumbing work under his license.~~

~~Sec. 22-71. Same—Applications to be in writing.~~

~~All applications for permits to install, change, alter or repair plumbing, apparatus or equipment shall be in writing and shall be filled in on blank forms furnished by the city. Master plumbers may obtain the blank forms at the office of the city plumbing inspector.~~

~~Sec. 22-72. Maintenance plumbers; registration.~~

~~Maintenance plumbers will be required to register at the office of the building official, giving their names and addresses and also the names and addresses of their employers. Maintenance plumbers may be either master or journeyman plumbers, except maintenance plumbers required to install plumbing, apparatus or equipment shall be master plumbers.~~

~~Sec. 22-73. Reserved.~~

~~Sec. 22-74. Plumbing inspector—Appointment; qualifications.~~

~~The plumbing inspector shall be appointed by the city council. Such inspector shall have the necessary training and technical knowledge to enable him to carry on the duties of office.~~

~~Sec. 22-75. Same—Duties and powers.~~

~~It shall be the duty of the plumbing inspector to inspect all buildings, structures or premises in or on which plumbing, apparatus or equipment is to be used, in the course of erection or repair, and to enter into and examine any building where plumbing is utilized for the purpose of ascertaining any violation of this article and enforcing compliance therewith; and upon finding any plumbing, apparatus or equipment defective or dangerous, such inspector shall deliver a written notice of such violation of this article, or of any regulation of the city council, to the constructing contractor, owner or agent of any building, and direct him or them to promptly remove or repair such defective plumbing, apparatus or equipment within a reasonable time stated in the notice. In case of neglect or refusal on the part of the party so notified to remove or repair the same within the time and in the manner prescribed in such notice, the party so offending shall be punished as provided in this article, and shall cease to use such plumbing, apparatus or equipment until after it has been repaired, altered or changed and made to comply with the provisions of this article. The plumbing inspector shall have the authority to disconnect the plumbing which is immediately dangerous to life or property.~~

~~Sec. 22-76. Same—Right of entry.~~

~~The plumbing inspector shall have the right to enter any building, manhole or subway during any reasonable hour of the day in the discharge of his duties, for the purpose of making any tests on the plumbing, apparatus or equipment therein contained, and for that purpose he shall be given prompt access to all buildings, private and public, and to all manholes and subways, on application to the person owning or in charge of the same. It shall be unlawful for any person to interfere with, or in any manner hinder the plumbing inspector, or any of his assistants, while in the discharge of his or their duty under the terms of this article.~~

~~Sec. 22-77. Inspection—Required; conformance to provisions of article.~~



~~No plumbing shall be installed on or in any premises within the city, or connected to the city water distribution system or sewer system, either within or outside of the city limits, which has not been inspected and approved by the plumbing inspector, and which does not conform to the provisions of this article.~~

~~Sec. 22-78.— Same—Concealment of plumbing before.~~

~~It shall be unlawful to install, conceal or enclose any plumbing before it has been inspected and approved by the plumbing inspector.~~

~~Sec. 22-79.— Same—Application; notices; reinspections; fees.~~

~~All plumbing and pipe work must be in place before the plumbing will be considered as complete and ready for inspection. After the plumbing is complete and in place, the permittee shall request the required inspection(s). The plumbing inspector shall inspect the plumbing, apparatus, equipment or appliance, and should he find they have been installed in a satisfactory manner and in accordance with the terms of this article, he shall place a notice at the service equipment, or some other suitable place, stating the plumbing and equipment in connection therewith has been inspected and approved. If, after inspecting the plumbing, the plumbing inspector should find that it does not conform to this article, he shall notify the permittee that the plumbing or equipment has been condemned, and that the same shall not be covered or concealed until after it has been changed to meet the provisions of this article. After it has been changed to meet the provisions of this article, the plumbing inspector shall reinspect it only on request from the permittee. Should it become necessary to make a third inspection before the approval of the work, the plumbing inspector shall do so only on request from the permittee together with payment of a reinspection fee as set forth in section 22-4 of this chapter. Requests for inspections shall be made at least 24 hours prior to the requested time of inspection. A request for inspection made before 12:00 noon may be inspected the following morning. A request made after 12:00 noon may be inspected the following afternoon. On large and complicated jobs, the plumbing may be inspected in sections.~~

~~Sec. 22-80.— Temporary connections.~~

~~The plumbing inspector may permit temporary connection of any system of plumbing, either during the course of construction or for temporary use, provided that no temporary connection shall be for a period of over 30 days or such time as shall be specified in writing by the plumbing inspector.~~

~~Sec. 22-81.— Location of service entrance.~~

~~The plumbing inspector, together with an authorized representative of the utility, shall designate the location of the service entrance to the building, and once the point of service entrance to the building has been designated, it shall not be changed without the consent of both.~~

~~Sec. 22-82.— Installation of plumbing by owner.~~

~~Nothing contained in this article shall be held to prohibit any bona fide owner from installing his own plumbing on his own premises, provided that the owner shall comply with the rules and regulations contained in this section. Any owner wishing to install his own plumbing on his own premises shall satisfy the plumbing inspector that he is capable of and has the ability to install plumbing; he shall apply for and secure a permit, install the plumbing in accordance with the provisions of this article; apply for inspection when necessary. The plumbing shall be approved by the plumbing inspector before the plumbing is connected to the city utility system or private system.~~

~~Sec. 22-83.— Exceptions to examinations.~~

~~Each and every person who, at the time this Code is adopted, has been issued an occupational license by the city under the classification of plumber or plumbing contractor, which license is in good standing at the time this Code is adopted, or each and every person who provides proof acceptable to the board of the satisfactory completion of an equivalent examination as required in this article, shall be issued a certificate of competency without being required to be examined as provided in section 22-64. Such certificates of competency issued under this section shall expire and shall be renewed as required by section 22-64(g).~~

~~Secs. 22-84—22-90.— Reserved.~~

#### ~~ARTICLE V.— FUEL GAS~~

~~Sec. 22-91.— Short title of article.~~

~~This article shall be known and may be cited as "The Gas Code of the City of Lake City, Florida."~~

~~Sec. 22-92.— Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Consumer means any person using gas for residential, commercial, or industrial purposes, or any combination of such purposes.~~

~~Gas means artificial gas, natural gas, liquefied petroleum gas, or mixed gas consisting of both artificial and natural gas.~~

~~Gas appliance means any domestic appliance, such as a stove, heater, burner, water heater, or other appliance or device used for burning gas or using gas in its operation.~~

~~Gas company means any person, company, or other entity engaged in any aspect of the gas business including, but not limited to, the provision of services, goods, or equipment to any customer of the city's gas system.~~

~~Gas facility means piping, fittings, meters, and other facilities for the distribution, transmission or the delivery of gas to or for use in gas appliances.~~

~~Gas inspector means the gas inspector of the city, the officer charged with the responsibility of inspecting gas facilities and gas appliances and performing other functions, as described in this article.~~

~~Gas system means the city natural gas distribution system.~~

~~Gasfitter means any person who constructs, installs, extends, alters or repairs any gas facility or gas appliance.~~

~~Permittee means a person having a valid permit issued under this article.~~

~~Residence or residential unit means any property, structure or premises used by the consumer as the consumer's principal separate independent dwelling or housekeeping unit, whether owned or leased, and containing sleeping, kitchen and sanitary facilities. For purposes of this definition, each apartment and/or mobile home so used constitutes a residence or residential unit.~~

~~Vent and vent connector means a pipe, flue, or chimney designed or installed to carry the products of combustion from a gas appliance to the outside atmosphere.~~

~~Sec. 22-93. — Florida Building Code, Fuel Gas Code adopted; application.~~

~~The construction, installation, extension, maintenance, alteration or repair of any gas facility, gas appliance, vent or vent connector, or any work pertaining to gas facilities and gas appliances within the purview of this article shall be performed in accordance with the provisions of this article, the Florida Building Code, Fuel Gas Code, and the requirements, standards, and provisions of the Florida Fire Prevention Code, and National Fire Protection Association, as contained in the pamphlet known as "NFPA No. 54, National Fuel Gas Code, 1992 edition," all such requirements, standards, and provisions being on file in the office of the city clerk and available for public inspection at all times and being hereby adopted by reference and incorporated in this article to the same extent as if included in verbatim form, with the exception of paragraph 2.5.2 of the National Fuel Gas Code, which is eliminated and not applicable to this article, and constituting~~

~~standards of the city for the purpose of this article. If any of the provisions of such standards conflict with any of the provisions of this article, the provisions of this article shall govern and be controlling. All amendments and additions to the provisions of such standards, when filed with the city clerk prior to the date of adoption of this Code, shall thereupon become amendments and additions hereto and shall have the same force and effect as the original standards identified in this section, provided that if any provisions of such amendments and additions are in conflict with any of the provisions of this article, the provisions of this article shall govern and be controlling.~~

~~Sec. 22-94. License—Required; issuance; transferral; posting.~~

~~No person shall construct, install, extend, alter, repair or improve any gas facility or gas appliance within the gas distribution system of the city unless such person has first procured a license in accordance with article IV of this chapter. All licenses issued under the provisions of this article shall expire within one year from the date of issuance, unless sooner revoked, as provided in article VI of this chapter, shall be nontransferable and shall be posted conspicuously to public view in the principal place of business of the licensee.~~

~~Sec. 22-95. Permits—Required.~~

~~No person shall construct, install, extend, alter or repair any gas facility or gas appliance without first obtaining a permit to do such work from the gas inspector; provided, however, that the provisions of this section shall apply only to such work as is performed on the property or premises of consumers.~~

~~Sec. 22-96. Same—Emergencies; next day application.~~

~~In the event of any emergency endangering the life, safety, health, or property of any person, necessitating immediate repairs to any gas facility or gas appliance, the owners of such gas facility or appliance, without first obtaining a permit under this article, shall take or cause to be taken immediate emergency action for the protection of life, health, safety, and property, through such appropriate measures as may be required to cure or remedy the dangerous conditions, and not later than the next succeeding business day, such owner shall apply for a permit as required under this article.~~

~~Sec. 22-97. Same—Effect.~~

~~The issuance or granting of a permit shall not be deemed or construed to be a permit for or approval of any violation of the provisions of this article or any other law. No permit purporting to give authority to violate or cancel the provisions of this article shall be valid.~~

~~Sec. 22-98. Liability insurance required.~~

~~Insurance requirements shall be as set forth in article IV of this chapter.~~

~~Sec. 22-99. Inspection—Duties and functions of gas inspector.~~

~~The gas inspector is authorized and directed to enforce the provisions of this article and shall promulgate and enforce reasonable rules and regulations for carrying out its provisions and intent. The gas inspector, upon presentation of proper credentials, may enter any building or premises at reasonable times for the purpose of making inspection and ascertaining whether there has been compliance with the provisions of this article. It shall be the duty of the gas inspector to confer from time to time with appropriate representatives of the gas companies, the local health department, and the local fire department and otherwise obtain from proper sources all helpful information and advice respecting the safe and proper operation of gas facilities and gas appliances, and he shall present to the council recommendations for its consideration with reference thereto.~~

~~Sec. 22-100. Same—Notice to gas inspector of readiness of work.~~

~~When any work upon the permit issued by the gas inspector is completed and ready for inspection, the person to whom the permit has been issued shall, within 24 hours after completion, give notice to the gas inspector that the same has been completed and is ready for inspection, and the gas inspector shall cause such work to be inspected within a reasonable time thereafter.~~

~~Sec. 22-101. Same—Certificate of approval.~~

~~Upon the completion of the work for which a permit has been issued, the gas inspector shall issue a certificate of approval if, after inspection, it is found that such work has complied with the provisions of this article and has been performed in full conformity with this article. A duplicate of each certificate of approval shall be delivered to the gas company or gas system and used as its authority to grant gas service to the consumer. The form and contents of such certificate shall be prescribed by the gas inspector.~~

~~Sec. 22-102. Same—Defective work or materials; reinspection; reinspection fees.~~

~~If the inspection shall show that defective or unauthorized materials have been used or defective workmanship has been performed in the construction, alteration, installation, repair or extension of any gas pipe fixtures in or on any consumer's premises, such defective or unauthorized material or work shall be replaced by the permittee within three days, after which the gas inspector shall reinspect the replaced materials or work. Should it become necessary to make a third inspection before the approval of the work, the gas inspector shall do so only on notice in~~

~~writing from the permittee in charge of the work, together with payment of a reinspection fee as set forth in section 22-4 of this chapter.~~

~~Sec. 22-103. Same—Disconnection of dangerous or defective facilities.~~

~~The gas inspector is authorized to cause to be disconnected any gas facility or appliance connected before a certificate of approval has been issued, which, upon inspection, shall be found defective or in such condition as to endanger life, health, safety, or property. In all cases where such disconnection is made, a notice shall be affixed thereto and shall state the same has been disconnected by the gas inspector, together with the reasons therefor, and it shall be unlawful for any person to remove such notice or to reconnect such gas facility or appliance until authorized by the gas inspector to do so.~~

~~Sec. 22-104. City's gas system; refusal of service.~~

~~The city gas system is authorized to disconnect or refuse to supply gas or any gas facility or gas appliance which it may find to be defective or leaky, or in such condition as to endanger life, health, safety, or property. In such case, the city gas system shall immediately give written notice of discontinuance or refusal of service to the consumers. The gas inspector shall immediately make an investigation of the conditions reported by the city gas system, and it shall be unlawful for any person to reconnect the gas facility or appliance until authorized by the gas inspector.~~

~~Sec. 22-105. Requirements of new or used gas appliances.~~

~~After January 25, 1960, it shall be unlawful for any person to install or use any new gas appliance which has not been approved by the gas inspector. If a new gas appliance is approved by the American Gas Association Testing Laboratories, it shall be considered an approved appliance within the meaning of this section, provided it is marked or labeled with a distinctive trademark or name, as a means of identification and bears information showing the approval of such laboratories and the rated heat input in Btu per hours. All new hot water heaters and heating appliances shall also be equipped with an American Gas Association approved complete shutoff type pilot. Used gas appliances hereafter installed for use on consumer's premises shall be approved by the gas inspector for safety, and shall be identified accordingly.~~

~~Sec. 22-106. Exceeding rated appliance capacity.~~

~~In no case shall a gas appliance be fired or adjusted to pass a greater amount of gas than the rated capacity of the particular gas appliance.~~

~~Sec. 22-107. Repairs or alterations.~~

~~Repairs or alterations to gas facilities or gas appliances shall be made with such materials by such methods and accordingly to such standards as are provided for by this article upon new work, except when in the opinion of the gas inspector it is impractical to do so.~~

~~Sec. 22-108. Conversion of appliance to natural gas.~~

~~Before a natural gas supply is furnished to a consumer who has previously been using butane or other liquefied petroleum gases, all appliances shall be properly adjusted to ensure safe operation of the burners and proper combustion of the gases.~~

~~Sec. 22-109. Devices for reducing gas consumption.~~

~~No person shall install or use any device intended as an adjunct or addition to a gas appliance or to be suspended above or wholly or partially to enclose any burner of a gas appliance in such manner as to reduce the effectiveness of the ignition of the gas issuing from the burner or impair combustion of such burner. No person shall cause gas supplied by the city gas system to bypass the meter by which the amount of gas supplied by the city is measured.~~

~~Sec. 22-110. Unauthorized devices.~~

~~No person shall sell or offer to sell, lease, or connect within the gas distribution system of the city any device purporting to reduce gas consumption when such device is intended as an adjunct or addition to a gas appliance which in any way will reduce the effectiveness of ignition of the gas issuing from the burner or impair the combustion of such burner.~~

~~Sec. 22-111. Air test requirement.~~

~~It shall be unlawful for any person to install or use any gas appliance without first having each such installation undergo an air test for a period of not less than 30 minutes under pressure of not less than 30 pounds. Until such air test has been completed and the installation inspected by the gas inspector, it shall be unlawful to connect or turn on gas to any installation.~~

~~Sec. 22-112. Unauthorized turning on or off of gas meters.~~

~~It shall be unlawful for any person to turn off or on gas meters connected to the city's natural gas distribution system, other than authorized city inspectors, unless in a case of extreme emergency endangering property or life.~~

~~Sec. 22-113. Unauthorized use of gas.~~

~~No person shall turn gas on from the city natural gas distribution system after such gas has been cut off by the city for nonpayment of charges or for any other purpose.~~

~~Secs. 22-114—22-120.—Reserved.~~

~~ARTICLE VI.—BOARD OF EXAMINERS AND APPEALS~~

~~Sec. 22-121.—Established.~~

~~(a) The municipal code enforcement board established pursuant to chapter 2, article X, of this Code, shall constitute the contractor's board of examiners and appeals (herein "the contractor's board" or "board"). When serving as the contractor's board, the municipal code enforcement board shall follow the procedures and other provisions set forth in this article.~~

~~(b) The contractor's board shall be the local construction regulation board, as defined by F.S. § 489.105(12), for the city.~~

~~(c) The contractor's board shall not be the local administrative board of the city for purposes of F.S. § 553.73(9). Rather, for purposes of F.S. § 553.73(9)(d), no local administrative board shall be deemed to exist.~~

~~Sec. 22-122.—Purpose.~~

~~It is the intent and purpose of the city council that the contractor's board promote, protect and improve the health, safety and welfare of the citizens of the city through contractor certification and licensure, and by imposing administrative fines and other noncriminal penalties, and to provide an equitable, expeditious, effective and inexpensive method of enforcing applicable state statutes and the codes and ordinances in effect in the city where an initial or repeated violation is charged, including but not limited to violations of the building, plumbing, electrical or mechanical codes, and fire codes, violations of provisions pertaining to the activities of unlicensed contractors, and violations of other provisions of this chapter. It is also the intent and purpose of the city council that The contractor's board provides an effective mechanism for any appeals regarding the manner and mode of construction as required in the sections relating to the standards of construction set forth in this Code and their interpretation by the building official.~~

~~Sec. 22-123.—Jurisdiction.~~

~~The contractor's board shall:~~

~~(a) Hear complaints against licensed contractors and journeymen charged with violations of the codes and ordinances in effect in the city relating to the standards of construction, including but not limited to building, plumbing, electrical and mechanical codes.~~

~~(b) Hear complaints regarding unlicensed contractor activities in violation of the codes and ordinances in effect in the city.~~



~~(c) Administer, through the building official, certification, and licensure of contractors and journeymen as set forth in this article.~~

~~(d) Hear appeals of decisions rendered by the building official concerning interpretation of the codes and ordinances relating to the standards of construction.~~

~~(e) Hear complaints regarding city licensed or city registered contractors in violation of F.S. §§ 489.101 through 489.146, pursuant to F.S. § 489.131(7), and F.S. § 489.531.~~

~~Sec. 22-124. — Composition; term of members; removal of members; secretary; records.~~

~~(a) The contractor's board shall consist of the members appointed to the municipal code enforcement board. The qualifications, term, and removal of members, the filling of vacancies, and the use of alternates shall be the same as required for the municipal code enforcement board.~~

~~(b) The building official and the fire chief, or their designees, shall be ex-officio members of the contractor's board.~~

~~(c) The building official or his designee shall serve as secretary of the board.~~

~~(d) The secretary shall keep record of all its proceedings, together with a register showing all applications for examination and certificates, the date of application, any qualifications, place of business, place of residence for each, and whether the application was granted or refused. The secretary shall prepare a roster of all persons examined who have been approved by the board and who are entitled to certificates from the city.~~

~~Sec. 22-125. — Meetings; quorum; voting.~~

~~(a) The contractor's board shall meet at least once every month, at a time and place determined by the board, unless such meeting is deemed unnecessary by the building official, and at such other times as shall be necessary to discharge the duties of the board, as provided in this article.~~

~~(b) A quorum shall consist of at least four members duly empowered to vote, including any alternates properly substituting for regular members.~~

~~(c) The board may conduct routine business according to a majority vote of the members present and duly empowered to vote. However, any finding by the board that a violation has occurred or that disciplinary action is warranted must be supported by the votes of at least the majority of the quorum.~~

~~Sec. 22-126. — Chairman and vice-chairman; adoption of rules and procedures.~~

~~(a) The contractor's board shall elect from among its regular members a chairman and vice-chairman, whose terms of office shall run for one year. In the absence of the chairman and vice-chairman, the members present shall elect a temporary chairman for the duration of the meeting, or until the chairman or vice-chairman appears.~~

~~(b) The board shall adopt rules or procedures for governing the conduct of its affairs. The rules or procedures of the board may be adopted or amended only by a concurring vote of a majority of a quorum of members present and duly empowered to vote.~~

~~Sec. 22-127. Powers and duties.~~

~~(a) The contractor's board shall have the power to:~~

~~(1) Adopt rules for the conduct of hearings.~~

~~(2) Take testimony under oath.~~

~~(3) Determine whether cited violations occurred.~~

~~(4) Determine whether a reasonable time period for compliance was given.~~

~~(5) Subpoena evidence, alleged violators, and witnesses to its hearings. Subpoenas may be served by the city police department, the building official, or any duly authorized person.~~

~~(6) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.~~

~~(7) Give notices of hearings and conduct hearings upon charges of a violation of the provisions of this article or a violation of any section of this Code for which the board has jurisdiction.~~

~~(8) Impose disciplinary penalties, including the imposition of an order of restitution, against any person found by the board to have violated any provision of this article or any section of this Code for which the board has jurisdiction.~~

~~(9) Impose liens as provided herein.~~

~~(10) Impose the disciplinary penalties allowed pursuant to F.S. ch. 489.~~

~~(b) The board shall be empowered to hear the appeal of any person who may be aggrieved by any ruling or order of the building official, in accordance with section 22-137.~~

~~(c) The board shall administer the responsibilities imposed on it by this article.~~

~~Sec. 22-128. Compensation of members.~~

~~Members of the contractor's board shall not be entitled to compensation.~~

~~Sec. 22-129. Immunity of enforcement officers.~~

~~Any officer, employee of the city, or member of the contractor's board, charged with the enforcement of this article, acting for the applicable governing body in the discharge of his duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer, employee or member because of such act performed by him in the enforcement of any provision of this article shall be defended by the city attorney or by an attorney appointed by the city council until the final termination of the proceedings.~~

~~Sec. 22-130. Lien for amount of penalties; collection and recovery of penalties.~~

~~(a) A certified copy of an order imposing a civil penalty against any violator may be recorded in the public records, and thereafter shall constitute a lien against any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes. A civil penalty imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. After three months from the filing of any such lien which remains unpaid, the contractor's board may authorize the city attorney to foreclose on the lien. No lien created pursuant to this article may be foreclosed on real property which is a homestead under article X, § 4 of the state constitution.~~

~~(b) The city shall provide for the appropriate guidelines and procedures for the administration, collection, recordkeeping, reporting, and accountability of penalties assessed under this article.~~

~~(c) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil penalties.~~

~~(d) Monies collected pursuant to this chapter shall be used to supplement future code enforcement activities related to unlicensed contractors.~~

~~(e) Nothing contained in this article shall prohibit the city from collecting civil penalties through any other means.~~

~~Sec. 22-131. Grounds for disciplinary action.~~

~~(a) The following are the grounds for disciplinary action by the contractor's board of examiners and appeals against a licensed contractor or journeyman:~~

~~(1) Failure to obey a stop work order of the building department.~~

~~(2) Misrepresentation of any material fact in the application for a certificate of competency, certificate of renewal or permit.~~

~~(3) Failure to qualify a firm, or acting in the capacity of a contractor under any name other than the name of the certificate holder set forth in the issued certificate or registration.~~

~~(4) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. A project is to be considered abandoned after 90 days if the contractor terminates the project without just cause or without proper notification to the owner, including the reason for termination, or fails to perform work without just cause for 90 consecutive days.~~

~~(5) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:~~

~~a. Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job when the contractor has received funds from the customer to pay for the supplies or services and the contractor has not had the liens removed from the property, by payment or by bond, within 30 days after the date of such payment.~~

~~b. The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor at the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within 30 days after the date the job is abandoned.~~

~~c. The contractor's job has been completed and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances beyond the control of the contractor, was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.~~

~~d. Any violation of subsection (a)(5)a, b or c of this section is committed by a subcontractor when an owner is acting as his own contractor.~~

~~(6) Material deviation from the approved plans accompanying the application for a permit issued to the certificate holder.~~

~~(7) Misrepresenting the requirements of this article regulating work in order to obtain or increase the scope of the work in any contract or work.~~

~~(8) Failing in any material respect to comply with the provisions of F.S. ch. 489 or any provision of this Code which directly relates to contracting.~~

~~(9) Failing to report or attempting to conceal from the building department a violation of any provision of this article.~~

~~(10) Knowingly colluding or conspiring with an unlicensed person by allowing his certificate and any permit issued thereunder to be used by the unlicensed person with the intent to evade the provisions of this article, if such person is not working under the supervision or as a regular employee of the certificate holder. Allowing one's certificate to be used by one or more business organizations without having any active participation in the operation, management, or control of such business organization constitutes prima facie evidence of intent to evade the provisions of this subsection.~~

~~(11) Contracting beyond the scope of a certificate.~~

~~(12) Proceeding and/or completing any contracting work, for which a permit is required, without properly obtaining all applicable permits or inspections.~~

~~(13) Failing to comply with the provisions of this Code, section [22-11] regarding workers' compensation and liability insurance.~~

~~(14) Failing to post any required building permit in a conspicuous place in front of the premises where the work is being performed.~~

~~(15) Failure to list the certificate or registration number in any advertisement, in accordance with the provisions of this article.~~

~~(16) Being convicted or found guilty or entering a plea of nolo contendere in a court of law, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.~~

~~(17) Committing fraud or deceit or negligence, incompetency or misconduct in the practice of contracting, further described as follows:~~

~~a. Fraud occurs when there is an intentional perversion of the truth in order to induce someone to part with something of value.~~

~~b. Deceit occurs when a person has imposed a false idea or belief on another in order to obscure the truth.~~

~~c. Negligence occurs when a person has not attended to his duties or business with proper care and diligence.~~

~~d. Incompetency occurs when a person is not qualified, or is inadequately trained and is unable to function properly in attempting to effectuate that purpose.~~

~~e. Misconduct occurs when a person has intentionally done wrong or has deliberately violated a law or regulation.~~

~~(18) Willfully or deliberately violating applicable state or local building codes, statutes or ordinances.~~

~~(19) Failure to mark vehicles in conformity with the provisions of state statutes.~~

~~(20) Falsely certifying another's qualifications in order to obtain a certificate of competency.~~

~~(21) Being disciplined by any municipality or county which has reciprocity with the city for an act or violation of any regulatory provision which directly relates to the practice of contracting, which discipline shall be reviewed by the board before taking any disciplinary action on its own.~~

~~(22) Filing a voluntary petition in bankruptcy with the intention of defrauding a property owner or avoiding payment for materials furnished or labor performed.~~

~~(23) Attempting to influence a member of the board regarding a pending disciplinary matter.~~

~~(24) Signing a statement with respect to a project or contract falsely indicating that the work is bonded, falsely indicating that payment has been made for all subcontracted work, labor, and materials, which indication results in a financial loss to the owner, purchaser, or contractor, or falsely indicating that worker's compensation and public liability insurance are provided.~~

~~(25) Performing any act which assists a person in engaging in the prohibited unlicensed and unregistered practice of contracting, if the certificate holder or registrant knows or has reasonable grounds to know that the person was unlicensed and unregistered.~~

~~(b) The following are the grounds for disciplinary action by the board against an unlicensed contractor or any person who assists an unlicensed contractor:~~

~~(1) Falsely advertising or holding oneself or a business organization out as a contractor or journeyman.~~

~~(2) Falsely impersonating a contractor or journeyman.~~

~~(3) Presenting as one's own the certificate or registration of another.~~

~~(4) Giving false or forged evidence for the purpose of obtaining a certificate or registration.~~

~~(5) Using or attempting to use a certificate or registration which has been suspended or revoked.~~

~~(6) Engaging in the business or acting in the capacity of a contractor advertising oneself or a business organization as available to be engaged in business, or acting in the capacity of a contractor without being duly registered or certified.~~

~~(7) Engage in the business or act in the capacity of a contractor or advertise himself or herself or a business organization as available to engage in the business or act in the capacity of a contractor without an occupational license.~~

~~(8) Operating a business organization engaged in any new contracting after 60 days following the termination of its only primary qualifying agent without designating another primary qualifying agent, as defined in F.S. ch. 489.~~

~~(9) Commencing or performing work for which a building permit is required pursuant to any applicable building code provisions without such permit being in effect.~~

~~(10) Intentionally furnishing any materially false or misleading information on an application for a permit.~~

~~(11) Willfully or deliberately aiding or abetting an unlicensed or unregistered person in the practice of contracting, when such person is required to be certified or registered according to the provisions of state law or municipal or county ordinances.~~

~~(12) As an unlicensed or unregistered person associated with a contracting firm qualified by a licensee under state law or county or municipal ordinance:~~

~~a. Concealing or causing to be concealed, or assisting in concealing, from the primary qualifying agent, any material activities, or information about the contracting firm.~~

~~b. Excluding or facilitating the exclusion of any aspect of the contracting firm's financial or other business activities from the primary qualifying agent.~~

~~c. Knowingly causing any part of the contracting firm's activities, financial or otherwise, to be conducted without the primary qualifying agent's supervision.~~

~~d. Assisting or participating with any qualifying agent in the violation of any provision of state law or county or municipal ordinance.~~

~~(13) Disregarding any municipal ordinance relating to unlicensed or unregistered contractors.~~

~~(14) Committing any act which would constitute a violation of subsection (a) of this section if committed by a licensed contractor or journeyman.~~

~~Sec. 22-132. Penalties for violations by licensed contractor or journeyman.~~

~~(a) Multiple violations. Upon finding that an individual has committed one or more violations in one or more cases being considered together, the contractor's board of examiners and appeals shall issue cumulative and consecutive civil disciplinary penalties as set forth in this section.~~

~~(b) Schedule. The following constitutes the range of civil disciplinary penalties, one or more of which may be imposed against licensed contractors and journeymen upon a finding that a violation has occurred and that disciplinary action is justified:~~

~~(1) Reprimand the holder of the certificate.~~

~~(2) Suspend any certificate holder who has obtained his certificate of competency from the city or the county, or through reciprocity, from all operations of construction for a period of not less than 30 days and not more than five years.~~

~~(3) Suspend the permitting privileges of a certificate holder who has obtained his certification or registration from the state. The suspension shall remain in effect for a period of not less than 30 days and not more than five years.~~

~~(4) Revoke the certificate of a certificate holder who has obtained his certificate of competency from the city or through reciprocity.~~

~~(5) Revoke the permitting privileges of a certificate holder who has obtained his certification or registration from the state.~~

~~(6) Bar the issuance or renewal of a certificate held by a certificate holder who has obtained his certificate of competency from the city or through reciprocity, or bar the renewal of permitting privileges of a certificate holder who has obtained his certification or registration from the state.~~

~~(7) Require that restitution be provided to any party aggrieved by a violation of any provision of this article.~~

~~(8) Impose a fine of not more than \$500.00 per violation per day, up to a maximum of \$5,000.00 per day when multiple violations exist. In determining the amount of the fine, per violation, the board shall consider the following factors:~~

~~a. The gravity of the violation.~~

~~b. Any actions taken by the violator to correct the violation.~~



~~c. Any previous violations committed by the violator.~~

~~(c) Investigative and legal fees. Any person disciplined by the board may be assessed a fee corresponding to the reasonable investigative and legal costs incurred by the city in prosecuting any violation against the person.~~

~~(d) Continuing violations. Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section and shall be punishable as such. For purposes of this section, a violation shall be deemed to commence:~~

~~(1) If a notice is given by the building department pursuant to section 22-134, on the expiration of the time specified in such notice to correct a violation.~~

~~(2) Otherwise, on the date the violation first occurs.~~

~~(e) Reduction of fine. The board may reduce a fine imposed pursuant to this section.~~

~~Sec. 22-133. Penalties for violations by unlicensed contractor or journeyman.~~

~~(a) Multiple violations. Upon finding that an individual has committed one or more violations in one or more cases being considered together, the contractor's board of examiners and appeals shall issue cumulative and consecutive civil disciplinary penalties as set forth in this section.~~

~~(b) Schedule. The following constitutes the range of civil disciplinary penalties, one or more of which may be imposed against licensed contractors and journeymen upon a finding that a violation has occurred and that disciplinary action is justified:~~

~~(1) Require that restitution be provided to any party aggrieved by a violation of any provision of this article.~~

~~(2) Impose a fine of not more than \$500.00 per violation per day, up to a maximum of \$5,000.00 per day when multiple violations exist. In determining the amount of the fine, per violation, the board shall consider the following factors:~~

~~a. The gravity of the violation.~~

~~b. Any actions taken by the violator to correct the violation.~~

~~c. Any previous violations committed by the violator.~~

~~(c) Investigative and legal costs. Any person disciplined by the board may be assessed a fee corresponding to the reasonable investigative and legal costs incurred by the city in prosecuting any violation against the person.~~

~~(d) Continuing violations. Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section and shall be punishable as such. For purposes of this section, a violation shall be deemed to commence on the date the violation first occurs.~~

~~(e) Reduction of fine. The board may reduce a fine imposed pursuant to this section.~~

~~Sec. 22-134. Investigation of complaints; notice of violation; notice of hearing.~~

~~(a) It shall be the duty of the growth management department to expeditiously investigate complaints and initiate enforcement proceedings against licensed contractors, unlicensed contractors, journeymen and persons who knowingly assist unlicensed contractors or journeymen to the extent that such persons violate the provisions of this article relating to licensed and unlicensed contracting activities. Any person may bring a complaint to the contractor's board of examiners and appeals. Any board member bringing a complaint shall excuse himself from consideration of that complaint.~~

~~(b) As to licensed contractors and journeymen, if a violation of any regulatory law in which it is reasonable to assume that the violator was unaware of such a law or unclear as to how to comply with it occurs; the code enforcement officer shall notify the violator and give him a reasonable amount of time to correct the violation. Should the violation continue beyond the time specified for correction, the code enforcement officer shall issue a notice of violation and notice of hearing.~~

~~(c) As to licensed contractors and journeymen, if a violation of any portion of this Code pertaining to licensed contractors is found, except a violation as stated in subsection (b), the code enforcement officer shall issue a notice of violation and notice of hearing whenever, based upon personal investigation, the code enforcement officer has reasonable grounds to believe that such a violation has occurred.~~

~~(d) As to any unlicensed contractors or journeymen or persons who knowingly assist unlicensed contractors:~~

~~(1) The department shall designate one or more code enforcement officers to enforce, as set out in this subsection, the applicable provisions of this article against persons who engage in activities for which city certification is required.~~

~~(2) A code enforcement officer designated pursuant to this subsection shall issue a notice of violation and notice of hearing for any violation of section 22-131 whenever, based upon personal investigation, the code enforcement officer has reasonable grounds to believe that such a violation has occurred.~~

~~(e) A notice of hearing issued by a code enforcement officer shall be in the form prescribed by the building department and shall state:~~

~~(1) The date of issuance.~~

~~(2) The name of the person to whom the notice of hearing is issued.~~

~~(3) The case number.~~

~~(4) The name of the code enforcement officer.~~

~~(5) The time, date, and place of the hearing on the alleged violation.~~

~~(f) Any acts for which a notice of hearing is issued shall cease upon receipt of such notice.~~

~~(g) A formal hearing shall be held before the board pursuant to section 22-136 unless all parties, including the building department, agree in writing that there is no disputed issue of material fact as stated and included in the formal complaint, in which case the board shall proceed to impose the penalties set forth in this article. If any party raises an issue of disputed fact as stated in the formal complaint, a formal hearing pursuant to section 22-136 shall be held.~~

~~(h) If the person issued the notice of hearing, or his designated representative, shows the basis why the notice of violation is invalid or that the violation has been corrected prior to appearing before the board, the board may dismiss the notice of hearing unless the violation is irreparable or irreversible or a repeat offense.~~

~~Sec. 22-135. Service of notices.~~

~~All notices required by this chapter shall be provided as set forth in chapter 2, article X of this Code.~~

~~Sec. 22-136. Conduct of hearings; orders by board.~~

~~Hearings before the contractor's board shall be handled in the following manner:~~

~~(1) Hearings shall be held in accordance with the provisions of chapter 2, article X of this Code.~~

~~(2) After the conclusion of each hearing, the board shall, through its chairman, issue an order, based upon evidence presented, containing findings and indicating any action taken by the board consistent with the powers granted by this article. The order shall be by motion approved by a majority of those present and voting. The order may include a notice that it must be complied with by a specific date, and that additional penalties may be imposed if the order is not complied with by such date. The order shall constitute final agency action. Any consent order or agreed settlement shall be subject to the approval of the building department.~~

~~(3) In addition to any action taken by the board which affects the license of a contractor who has a state registration or certification, or which results in a fine, the board shall issue a recommendation as to further action to be taken by the Florida Construction Industry Licensing Board (CILB) and/or the Electrical Contractor's Licensing Board (ECLB). The board may recommend that the CILB order suspension, revocation, restriction of registration or a monetary fine or any combination thereof. Recommendations of investigation may also be forwarded to the state attorney's office.~~

~~(4) The board shall render each decision promptly and by an order as set forth in subsection (2) of this section. Any order shall take effect immediately, unless ordered otherwise by the board. A copy of the order shall be transmitted to the complainant, the alleged violator and his counsel (if any), the CILB or ECLB, and any other persons so named by the board, within ten days of the conclusion of the hearing. Such order shall also indicate any recommendation by the board as to further action by the CILB or ECLB, the rights of the violator to appeal such recommendation and the fact that failure to appeal such recommendation may result in the automatic acceptance and enforcement thereof by the CILB or ECLB.~~

~~(5) Lack of a state certificate, state certification, or state registration may be established by confirming with the state department of professional regulation, that the named violator does not hold a state certificate/certification/registration. An original or certified copy of a written statement from the code enforcement officer that he or she contacted the state department of professional regulation, and confirmed no record of certification or registration exists for the named violator, shall be admissible into evidence and sufficient to establish the presumption that the alleged violator is not a state-certified contractor. The alleged violator has the right to present evidence to overcome this presumption.~~

~~(6) Lack of a city certificate or city certification may be established by confirming with the city growth management department, that the named violator does not hold a city certificate/certification. An original or certified copy of a written statement from the code enforcement officer that he or she has reviewed the records of the growth management department and confirmed that no record of city certification exists for the alleged violator shall be admissible into evidence and sufficient to establish the presumption that the alleged violator is not a city-certified contractor. The alleged violator has the right to present evidence to overcome this presumption.~~

~~Sec. 22 137. Review of decisions of building official; variances.~~

~~(a) Appeals generally.~~

~~(1) If there is a claim that the true intent and meaning of this article or any of the regulations under this article have been misconstrued or wrongly interpreted, or the building official or his designee shall rule, reject, or refuse:~~

~~a. To approve the mode or manner of construction proposed to be followed or materials to be used in the erection or alteration of a building or structure;~~

~~b. That the provisions of this Code do not apply to this specific case; or~~

~~c. To allow an equally good or more desirable form of construction or materials to be employed in any specific case;~~

~~Then the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the building official or his designee to the contractor's board.~~

~~(2) Notice of appeal shall be in writing and filed within 30 days after the decision is rendered by the building official or his designee. A fee in the following amount shall accompany the notice of appeal:~~

~~a. If the appeal concerns the mode or manner of construction or the materials to be used, \$75.00.~~

~~b. If the appeal concerns matters not covered by subsection (a)(2)a, \$50.00.~~

~~(3) The provisions of this section are inapplicable to dangerous buildings as defined and governed by article VII of this chapter.~~

~~(b) Variances generally. The contractor's board, when so appealed to and after a hearing, may vary the application of any provision of this article or any applicable building code in this Code, to any particular case, when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this article or the codes or public interest, and also finds all of the following:~~

~~(1) That special conditions and circumstances exist which are peculiar to the building, structure, or service system involved and which are not applicable to others.~~

~~(2) That the special conditions and circumstances do not result from the action or inaction of the applicant.~~

~~(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems.~~

~~(4) That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system.~~

~~(5) That the grant of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety and general welfare.~~

~~(c) Specifications for variations or modifications. A decision of the contractor's board of examiners and appeals to vary the application of any provision of this article or to modify an order of the building official or his designee shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reasons therefor.~~

~~(d) Conditions of variances. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed, or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this Code. Violation of the conditions of a variance shall be deemed a violation of this Code.~~

~~(e) Decisions of board to be final; filing and notification of decisions. Every decision of the contractor's board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the building official and shall be open to public inspection. A certified copy shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing.~~

~~(f) Time for decisions. The contractor's board shall, in every case, reach a decision without unreasonable or unnecessary delay.~~

~~(g) Duty of building official to comply with decisions of board. If a decision of the contractor's board reverses or modifies a ruling, refusal, order, or disallowance of the building official or his designee, or varies the application of any provision of this article, the building official or his designee shall immediately take action in accordance with such decision.~~

#### ~~Sec. 22-138. Rehearings.~~

~~A violator may petition the contractor's board for a rehearing within ten days of the execution of any such order or decision of the board and upon payment of an applicable fee, if any, in an amount to be fixed by the board. The building department may petition for rehearing within ten days, except that no fee need be paid. The filing of a motion for rehearing shall not stay the enforcement of the order which is the subject of the motion. A petition for a rehearing may be requested only if there is any information directly related to the hearing that was not presented at the original hearing. In its order granting or denying a rehearing, the board shall notify all persons subject to complaint pursuant to the provisions of this article. No rehearing shall be allowed unless ordered by a majority vote of the board.~~

~~Sec. 22-139. Denial and reinstatement of certificate or license.~~

~~(a) Denial. The contractor's board may deny the certification or registration of a city-licensed contractor or journeyman who has violated any of the provisions of this article.~~

~~(b) Reinstatement after suspension. The board shall not reinstate the certificate or registration or issue a new certificate or registration for a city-licensed contractor or journeyman whose certificate or any privileges thereof have been suspended unless proof is shown that all requirements or stipulations imposed in any final order against the contractor have been met.~~

~~(c) Reinstatement after revocation.~~

~~(1) The board shall not register a city-licensed contractor or journeyman whose certificate or any privileges thereof have been revoked until appropriate rehabilitation has been shown. In addition, proof must be shown that all requirements or stipulations imposed in any final order against the contractor have been met. The contractor may not apply for reinstatement of a certificate or of permitting privileges for a period of one year from the date of revocation.~~

~~(2) The board shall not recertify a city-licensed contractor or journeyman whose certificate has been revoked unless he passes the current licensing examination and meets all other current requirements for certification. The contractor or journeyman may not apply for a license for a period of one year from the date of revocation.~~

~~(3) The board shall not accept reciprocity for the licensure of an individual whose license the board has previously revoked, unless the jurisdiction of the individual requesting reciprocity requires the individual to meet all current requirements to demonstrate competency, including examination, and the individual satisfies the provisions of subsections (c)(1) and (c)(2) of this section.~~

~~(d) Issuance or reinstatement prohibited under certain conditions. The board shall not issue, renew, reinstate, or otherwise reissue the license or permitting privileges of a license holder who has been barred from the issuance of a license or permitting privileges.~~

~~(e) Lapse, suspension or surrender of certificate not to affect jurisdiction of board. The lapse or suspension of a certificate of competency by operation of law or by order of the board or a court, or its voluntary surrender by a certificate holder, does not deprive the board of jurisdiction to investigate or act in disciplinary proceedings against the certificate holder.~~

~~Sec. 22-140. Appeal of orders of board.~~

~~An aggrieved party, including the city, may appeal a final administrative order of the contractor's board of examiners and appeals to the circuit court. Such an appeal shall not be a hearing de~~

~~novo, but shall be limited to appellate review of the record created before the board. An appeal shall be filed within 30 days of the date of execution of the written order issued by the board or, if a timely motion for rehearing is filed pursuant to section 22-138, within ten days of the resolution of such motion by the board. An appeal shall not stay the enforcement of the order appealed.~~

~~Sec. 22-141. Schedule of civil penalties.~~

~~The city council hereby adopts the schedule of civil penalties, as set out below, to be cited by code enforcement officers in citations issued to alleged violators. This schedule of civil penalties may be amended by resolution, from time to time, as the city council sees fit.~~

~~The following table sets forth the code violations and applicable civil penalties which shall be cited by code enforcement officers under this article. The descriptions of violations are provided for purposes of general identification only.~~

~~SCHEDULE OF CIVIL PENALTIES~~

	Violation	Civil Penalty	
		First Violation	Repeat Violation
(1)	<del>Failing to obey a stop work order.</del>	<del>\$250.00</del>	<del>\$500.00</del>
(2)	<del>Misrepresentation of any material fact in the application for a certificate of competency, certificate of renewal or permit.</del>	<del>250.00</del>	<del>500.00</del>
(3)	<del>Failure to qualify a firm, or acting in the capacity of a contractor under any name other than the name of the certificate holder set forth in the issued certificate or registration.</del>	<del>250.00</del>	<del>500.00</del>
(4)	<del>Abandoning a construction project.</del>	<del>250.00</del>	<del>500.00</del>
(5)	<del>Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer.</del>	<del>250.00</del>	<del>500.00</del>
(6)	<del>Material deviation from the approved plans accompanying the application for a permit issued to the certificate holder.</del>	<del>250.00</del>	<del>500.00</del>



<del>(7)</del>	<del>Misrepresenting the requirements of this article regulating work in order to obtain or increase the scope of the work in any contract or work.</del>	<del>250.00</del>	<del>500.00</del>
<del>(8)</del>	<del>Failing in any material respect to comply with the provisions of F.S. Ch. 489 or any provision of this Code which directly relates to contracting.</del>	<del>250.00</del>	<del>500.00</del>
<del>(9)</del>	<del>Failing to report or attempting to conceal from the building department a violation of any provision of this article.</del>	<del>250.00</del>	<del>500.00</del>
<del>(10)</del>	<del>Knowingly colluding or conspiring with an unlicensed person by allowing his certificate and any permit issued thereunder to be used by the unlicensed person with the intent to evade the provisions of this article, if such person is not working under the supervision or as a regular employee of the certificate holder.</del>	<del>250.00</del>	<del>500.00</del>
<del>(11)</del>	<del>Contracting beyond the scope of a certificate.</del>	<del>250.00</del>	<del>500.00</del>
<del>(12)</del>	<del>Proceeding and/or completing any contracting work, for which a permit is required, without properly obtaining all applicable permits or inspections.</del>	<del>150.00</del>	<del>300.00</del>
<del>(13)</del>	<del>Failing to comply with sections of the City Code regarding worker's compensation and liability insurance.</del>	<del>250.00</del>	<del>500.00</del>
<del>(14)</del>	<del>Failing to properly post required building permit(s).</del>	<del>150.00</del>	<del>300.00</del>
<del>(15)</del>	<del>Failing to display certificate number on advertisements.</del>	<del>250.00</del>	<del>500.00</del>
<del>(16)</del>	<del>Being convicted or found guilty or entering a plea of nolo contendere in a court of law, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.</del>	<del>250.00</del>	<del>500.00</del>
<del>(17)</del>	<del>Committing fraud or deceit or negligence, incompetency, or misconduct in the practice of contracting.</del>	<del>250.00</del>	<del>500.00</del>

<del>(18)</del>	<del>Willfully or deliberately violating applicable state or local building codes, statutes or ordinances.</del>	<del>250.00</del>	<del>500.00</del>
<del>(19)</del>	<del>Failing to display certificate number of vehicle, when applicable.</del>	<del>250.00</del>	<del>500.00</del>
<del>(20)</del>	<del>Falsely certifying another's qualifications in order to obtain a certificate of competency.</del>	<del>250.00</del>	<del>500.00</del>
<del>(21)</del>	<del>Being disciplined by any municipality or county which has reciprocity with the city for an act or violation of any regulatory provision which directly relates to the practice of contracting, which discipline shall be reviewed by the board before taking any disciplinary action on its own.</del>	<del>250.00</del>	<del>500.00</del>
<del>(22)</del>	<del>Filing a voluntary petition in bankruptcy with the intention of defrauding a property owner or avoiding payment for materials furnished or labor performed.</del>	<del>250.00</del>	<del>500.00</del>
<del>(23)</del>	<del>Attempting to influence a member of the board regarding a pending disciplinary matter.</del>	<del>250.00</del>	<del>500.00</del>
<del>(24)</del>	<del>Signing a statement with respect to a project or contract falsely indicating that the work is bonded, falsely indicating that payment has been made for all subcontracted work, labor, and materials, which indication results in a financial loss to the owner, purchaser, or contractor, or falsely indicating that worker's compensation and public liability insurance are provided.</del>	<del>250.00</del>	<del>500.00</del>
<del>(25)</del>	<del>Performing any act which assists a person in engaging in the prohibited unlicensed and unregistered practice of contracting, if the certificate holder or registrant knows or has reasonable grounds to know that the person was unlicensed and unregistered.</del>	<del>250.00</del>	<del>500.00</del>
<del>(26)</del>	<del>Falsely hold himself or herself or a business organization out as a licensee, certificate holder, or registrant.</del>	<del>250.00</del>	<del>500.00</del>
<del>(27)</del>	<del>Falsely impersonating a contractor or journeyman.</del>	<del>250.00</del>	<del>500.00</del>

<del>(28)</del>	<del>Presenting as one's own the certificate or registration of another.</del>	<del>250.00</del>	<del>500.00</del>
<del>(29)</del>	<del>Give false or forged evidence to the board or a member thereof for the purpose of obtaining a certificate or registration.</del>	<del>250.00</del>	<del>500.00</del>
<del>(30)</del>	<del>Use or attempt to use a certificate or registration which has been suspended or revoked.</del>	<del>250.00</del>	<del>500.00</del>
<del>(31)</del>	<del>Engaging in the business or acting in the capacity of a contractor advertising oneself or a business organization as available to be engaged in business, or acting in the capacity of a contractor without being duly registered or certified.</del>	<del>250.00</del>	<del>500.00</del>
<del>(32)</del>	<del>Act in the capacity of a contractor or advertise himself or herself or a business organization as available to engage in the business or act in the capacity of a contractor without an occupational license.</del>	<del>150.00</del>	<del>300.00</del>
<del>(33)</del>	<del>Operate a business organization engaged in contracting after sixty (60) days following the termination of its only qualifying agent without designating another primary qualifying agent.</del>	<del>250.00</del>	<del>500.00</del>
<del>(34)</del>	<del>Proceeding on any job without first obtaining applicable local building permits and inspections.</del>	<del>150.00</del>	<del>300.00</del>
<del>(35)</del>	<del>Intentionally furnishing any materially false or misleading information on an application for a permit.</del>	<del>250.00</del>	<del>500.00</del>
<del>(36)</del>	<del>Willfully or deliberately aiding or abetting an unlicensed or unregistered person in the practice of contracting, when such person is required to be certified or registered according to the provisions of state law or municipal or county ordinances.</del>	<del>250.00</del>	<del>500.00</del>
<del>(37)</del>	<del>Conceal or cause to be concealed, or assist in concealing from the primary qualifying agent, any material activities, or information about the contracting firm.</del>	<del>250.00</del>	<del>500.00</del>

<del>(38)</del>	<del>Exclude or facilitate the exclusion of any aspect of the contracting firm's financial or other business activities from the primary qualifying agent.</del>	<del>250.00</del>	<del>500.00</del>
<del>(39)</del>	<del>Knowingly cause any part of the contracting firm's activities, financial or otherwise, to be conducted without the primary qualifying agent's supervision.</del>	<del>250.00</del>	<del>500.00</del>
<del>(40)</del>	<del>Assist or participate with any qualifying agent in the violation of any provision of this chapter.</del>	<del>250.00</del>	<del>500.00</del>
<del>(41)</del>	<del>Disregarding any municipal ordinance relating to unlicensed or unregistered contractors.</del>	<del>250.00</del>	<del>500.00</del>
<del>(42)</del>	<del>Committing any act which would constitute a violation of subsection (a) of this section if committed by a licensed contractor or journeyman.</del>	<del>250.00</del>	<del>500.00</del>

~~Sec. 22-142. Provisions contained herein are supplemental.~~

~~Nothing contained in this article shall prohibit the city from enforcing the provisions of this article by any other means.~~

~~Secs. 22-143—22-150. Reserved.~~

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Tammy Harris, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

# Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference: **Ordinance 2025-2301- 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.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): **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.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:  
(a) An estimate of direct compliance costs that businesses may reasonably incur;  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
**See attachment A, ordinance 2025-2301, for a list of change in fees.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **All could be impacted when applying for a new building permit.**

4. Additional information the governing body deems useful (if any):  
*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].* **We sent this out by direct email to all business owners within the City of Lake City. This was sent through MailChimp.**

**File Attachments for Item:**

8. City Council Resolution No. 2025-008 - A resolution of the City of Lake City, Florida, appointing Sophia Adams to serve in Seat "3-F" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.



**CITY OF LAKE CITY, FLORIDA  
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Sophia Adams D

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First Name Last Name Middle Initial

\_885 NW Texas Ave

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Home Address

\_Lake City, Fl 32055

---

City State Zip

\_386-243-1790

---

Phone Number Cell# Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

Beautification Advisory Committee \_\_\_\_\_

Community Redevelopment Advisory Committee \_\_\_\_\_

Utility Advisory Committee \_\_\_\_\_

Planning and Zoning Board \_\_X\_\_

Board of Trustees – Municipal Firefighters Pension Trust Fund \_\_\_\_\_ Board of Trustees –

General City Employees Retirement Plan \_\_\_\_\_ Board of Trustees – Lake City Municipal

Police Officers Retirement Trust Fund \_\_\_\_\_

Charter Review \_\_\_\_\_

Other: \_\_\_\_\_

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

As a dedicated professional with a diverse background in criminal justice, education, and community leadership, I bring a wealth of experience and skills that would greatly benefit the City

through my service on a Board or Committee.

**Certifications and Education:**

- Bachelor’s degree in Criminal Justice, with ongoing pursuit of a Master’s degree.
- Certified Correctional Officer with over eight years of experience in correctional institutions.

**Skills and Experience:**

- Extensive experience in case management, providing support and guidance to individuals within the prison system.
- Strong investigative skills gained through my time as a Correctional Officer and subsequent roles.
- Leadership and mentoring experience as a Little League cheer coach and basketball coach, fostering teamwork and youth development in the community.
- Effective communication and problem-solving abilities developed in both teaching and corrections roles.
- Proven ability to adapt to challenging situations, such as transitioning between careers while maintaining a focus on personal and professional growth.

My passion for helping others, combined with my commitment to education, community engagement, and justice, ensures I can bring a unique and valuable perspective to any Board or Committee role.

## **RESOLUTION NO 2025-008**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPOINTING SOPHIA ADAMS TO SERVE IN SEAT “3-F” ON THE CITY’S PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, AND HISTORIC PRESERVATION AGENCY BOARD THROUGH OCTOBER 31, 2028, THE END OF THE CURRENT TERM FOR SAID SEAT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE EXPIRATION OF SAID TERM ON OCTOBER 31, 2028; DIRECTING THE CITY CLERK TO REFLECT SAID APPOINTMENT AND EXPIRATION OF TERM IN SUCH RECORDS OF THE CITY AS ARE NECESSARY AND PRUDENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CLERK REFLECTING SUCH APPOINTMENT AND EXPIRATION OF TERM IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article Three of the Land Development Regulations (the “LDRs”) of the City of Lake City (“City”) creates, establishes, and defines the terms of office of the City Planning and Zoning Board (the “PZB”), and the City Board of Adjustment (the “BoA”); and

WHEREAS, Article Ten of the LDRs creates, establishes, and defines the terms of office of the City Historic Preservation Agency (the “HPA”) board (collectively the PZB, BoA, and HPA are hereinafter referenced as the “Boards”); and

WHEREAS, the City Council is imbued with the authority to appoint members of the Boards; and

WHEREAS, the LDRs provide the Boards shall be comprised of seven members; and

WHEREAS, the LDRs further provide the Boards may be comprised of the same individuals; and

WHEREAS, the City Council solicited applications from individuals to serve on the Boards; and

WHEREAS, the City Council considered the applications of individuals to serve on the Boards; and

WHEREAS, the City Council desires to appoint Sophia Adams to the Boards; and

WHEREAS, appointing the foregoing individual to the Boards is in the public interest and in the interests of the City;

WHEREAS, the City Clerk is the officer of the City imbued with, among other things, the responsibility to maintain the official records of the City; and

WHEREAS, it is important that the names of individuals appointed to the Boards, the terms of office thereof, and the expiration of the appointments to said office be maintained in the records of the City by the City Clerk; and

WHEREAS, the City Council desires that the appointment of Sophia Adams to the Boards be memorialized in the records of the City by the City Clerk;

WHEREAS, upon the appointment of Sophia Adams to the Boards, the composition of the Boards will be as represented on the Exhibit attached hereto; now therefore

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

1. Appointing Sophia Adams to the Boards is in the public or community interest and for public welfare; and
2. In furtherance thereof, the following individual is appointed to the corresponding seat on the Boards for the corresponding terms and dates:

Sophia Adams	Seat "3-F"	Initial term commencing on January 21, 2025 and ending on October 31, 2028.
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3. Those appointed hereby are directed to fulfill the purposes and duties of the Boards and members of the Boards as set forth in the LDRs.
4. The City Clerk is directed to reflect the appointment set forth herein for and through the period set forth herein in the official records of the City.
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 adoption 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 January, 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

**Board Composition**  
as of  
**January 21, 2025**  
**(Planning & Zoning Board)**  
**(Board of Adjustment)**  
**(Historic Preservation Agency)**

<b>Seat Designation</b>	<b>Name of Appointee</b>	<b>Term and Expiration</b>	<b>Resolution #</b>
1-A	Brenda Douglass	Four (4) years through October 31, 2026	2024-048
1-B	Tanya Johnson	Four (4) years through October 31, 2026	2024-079
2-C	Christopher Lydick	Two (2) years through October 31, 2025	2023-117
2-D	Schara Wilson	Two (2) years through October 31, 2027	2024-049
3-E	Daniel Carlucci	Four (4) years through October 31, 2028	2025-005
3-F	Sophia Adams	Four (4) years through October 31, 2028	2025-008
3-G	Vacant as of Nov. 1, 2024	Four (4) years through October 31, 2028	

**Exhibit to**  
**Resolution 2025-008**

**File Attachments for Item:**

9. City Council Resolution No. 2025-016 - A resolution of the City of Lake City, Florida, approving and adopting that certain Strategic Plan Development Process Proposal prepared by Serafin & Associates, Inc.; making certain findings of fact in support of the City approving and adopting said strategic plan development process proposal; directing the City Manager to implement said strategic plan development process proposal; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
1/21/2025

# CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** City of Lake City Strategic Plan


**DEPT / OFFICE:** Procurement/ City Manager

<b>Originator:</b> Angel Bryant		
<b>City Manager</b>	<b>Department Director</b>	<b>Date</b>
Don Rosenthal	Brenda Karr	01/08/2025
<b>Recommended Action:</b>		
Request approval to accept the lowest quote recieved from Serafin.		
<b>Summary Explanation &amp; Background:</b>		
The City of Lake City has a current need for a Strategic Plan. 3 quotes were recieved for this with Serafin being the lowest proposal submitted.		
<b>Alternatives:</b>		
Not accept bid.		
<b>Source of Funds:</b>		
001.05.519-030.31		
<b>Financial Impact:</b>		
\$34,500. The current budget for this line item is set at \$30,000.00		
<b>Exhibits Attached:</b>		
Serafin Proposal, Quote Sheet		



**CITY OF LAKE CITY  
QUOTE SHEET**

**Print**

		<b>ITEM</b>
		City of Lake City Strategic Plan
<b>VENDOR</b>	Serafin	<b>PRICE</b>
<b>PHONE#</b>		34,500
<b>CITY/STATE</b>	Chicago/IL	
<b>CONTACT</b>	Colleen Dudgeon	
<b>VENDOR</b>	ISuccess Consulting Inc.	
<b>PHONE#</b>		34,750
<b>CITY/STATE</b>	Atlanta, GA	
<b>CONTACT</b>	T'renne Smith	
<b>VENDOR</b>	Golden Shovel Agency	
<b>PHONE#</b>		
<b>CITY/STATE</b>	Little Falls, MN	
<b>CONTACT</b>	Marian Salazar	
NO QUOTE SUBMITTED. NON RESPONSIVE.		



# Serafin.

## Lake City, FL. Strategic Plan Proposal

Prepared for:

Don Rosenthal  
City Manager

## **About Serafin**

We are a full-service firm specializing in integrated communications management that extends each client's reach to key audiences and stakeholders, enhances and protects their brands and creates new opportunities to fulfill their missions. Our expertise includes message & media, image & reputation, and engagement & advocacy management. Serafin and Associates brings deep experience in collaborating with communities to uncover their unique resources, engage stakeholders, and craft comprehensive plans that drive sustainable growth and future development.

## **Objective**

To craft a comprehensive strategic plan that identifies Lake City's vision and core mission for the future, ensuring sustainable growth and enhanced quality of life for its residents.

## **Our Approach**

As a full-service integrated communications firm, we specialize in expanding reach, protecting brands, and creating new opportunities for our clients. Through expertise in message & media, image & reputation, and engagement & advocacy management, we will deliver a strategic plan tailored to the unique needs of Lake City.

The final strategic plan will serve as a roadmap to position Lake City for sustainable growth, economic vitality, and enhanced community well-being. It will empower decision-makers with actionable insights, forge stronger partnerships, and guide the city's progress toward its vision for the future.

## **Key Steps**

- 1. Establish Priorities**
  - a. Define the city's core mission and vision.
  - b. Set strategic priorities to address current needs and future goals.
- 2. Connect Priorities to Funding and Operations**
  - a. Align strategic goals with available resources and operational capacity.
- 3. Develop a Decision-Making Guide**
  - a. Create a framework to support informed decision-making by city officials.
- 4. Review Existing Plans and Documents/Analyze Pertinent Materials**
- 5. Recommend Performance Measures**
  - a. Propose measurable outcomes to track the success of strategic initiatives.
- 6. Agree on a Workable Plan & Finalize Actionable Roadmap**

## Community and Stakeholder Engagement

- **Input Gathering:** Host workshops and meetings with elected officials, staff, stakeholders, organizations, and community members to:
  - Identify target customers and core services.
  - Recognize strengths, challenges, and opportunities.
  - Establish shared guiding principles.
- **Public Participation:** Facilitate a dedicated “Day of Public Meetings” to ensure transparency and inclusivity.

## Focus Areas

- 1. Economic Development**
  - a. Highlight Lake City as an ideal location for data centers, warehouses, and other industries.
  - b. Promote strategic partnerships to attract investment and drive innovation.
- 2. Affordable Housing**
  - a. Collaborate with the Housing Authority to identify solutions for housing affordability.
- 3. Safety and Community Engagement**
  - a. Foster a safer, more connected community through strategic initiatives.

The plan will include development of strategic priorities for economic development highlighting the Lake City area as the ideal location for data centers, warehouses, and other businesses. This plan will be the roadmap to foster strategic partnerships, innovation, safety and community engagement.

## Key Objectives & Initiatives

### 1. Economic Development

Lake City Gateway Airport's strategic location, combined with its proximity to major highways like I-10 and I-75, offers unparalleled accessibility, making it an ideal hub for businesses seeking efficient transportation and logistics solutions.

#### **Objective 1.1: Attract new businesses and investment**

Partner with state and regional economic development organizations to promote Lake City as a transportation hub and business-friendly environment.

Leverage tax incentives and grants to attract industries such as logistics, and technology.

Research marketing campaign that would showcase Lake City's location near major highways and transportation hubs.

#### **Objective 1.2: Promote workforce development**

Partner with local schools and colleges to create job training programs aligned with growing industries.  
Offer incentives for businesses that provide internships and apprenticeships to local students.

## **2. Public Safety & Reputation**

### **Objective 2.1 Address Critical Reputation Issue**

Gather accurate, recent data points from local law enforcement and independent crime statistics databases. Showcase improvements, highlighting areas with reduced crime and growing community safety measures.

## **3. Community and Social Development**

### **Objective 3.1: Increase affordable housing availability**

Partner with developers to incentivize the construction of affordable housing units. Develop mixed-use neighborhoods that include commercial spaces, parks, and accessible housing.

### **Objective 3.2: Enhance educational opportunities**

Partner with local schools and colleges to improve career-focused education in STEM and vocational training.  
Support after-school programs and community learning centers that offer enrichment and job skills training.

## **4. Tourism**

### **Objective 4.1: Promote natural and historical attractions**

Develop tourism campaigns highlighting the Ichetucknee Springs State Park, Osceola National Forest, and the Suwannee River.  
Create new historical and cultural trails celebrating Lake City's history and its role in Florida's development.

### **Objective 4.2: Increase events and festivals**

Expand existing events like the Olustee Battle Festival and add new annual events centered around local culture, music, and food.  
Collaborate with local artists and cultural groups to create public art installations and cultural programs.

## **5. Sustainability and Environmental Stewardship**

### **Objective 5.1: Implement green infrastructure**

Incorporate green technologies, such as solar power in public buildings and energy-efficient street lighting.  
Support community-driven initiatives like urban gardening, recycling programs, and tree-planting projects.

### **Objective 5.2: Protect natural resources**

Work with environmental groups to preserve local ecosystems, especially near Lake DeSoto and Ichetucknee Springs.

Develop sustainable water management policies to protect water sources from pollution and overuse.

#### **6. Implementation & Accountability**

**Timeline:** Establish a phased approach to implementing key projects, with quarterly progress reviews.

**Partnerships:** Collaborate with local, state, and federal agencies, private sector businesses, and community organizations.

**Funding:** Utilize a mix of government grants, public-private partnerships, and local tax revenues to finance projects.

**Public Safety & Engagement:** Hold regular town hall meetings and create an online platform where residents can provide feedback and monitor progress.

#### **Metrics for Success:**

Increase in job creation and new business

Improved infrastructure ratings and resident satisfaction.

Growth in tourism revenues and attendance at local events.

*This project has an estimated cost of \$30,000 excluding travel expenses not to exceed \$4,500. \$10,000 due upon contract signing, \$10,000 due mid-project and \$10,000 due on completion. Timeline plan will be initiated as soon as contract is executed.*

## Timeline

### Proposed Timeline:

- What is the start date?
- What is the expected completion date?
- What is the timeline (4 months)?
  - **Week 1–4:** Project kickoff, data collection, and stakeholder interviews.
  - **Week 5–8:** Facilitate workshops and analyze findings.
  - **Week 9–12:** Create the first draft and review with city leadership.
  - **Week 13–16:** Finalize and present the strategic plan.
    - **Note:** The timeline is flexible and can be adjusted based on city priorities and deadlines.

## Budget

### Proposed Fee Structure:

- Flat fee for full project: \$ (What is the budget for the total project)

## City Responsibilities

- Provide access to relevant documents, data, and existing plans.
- Designate a project lead or committee for approvals and coordination.
- Assist with community engagement activities, such as publicizing surveys or forums.

## Assumptions

- The city will provide timely feedback on drafts and deliverables.
- Stakeholders will be available for interviews or workshops as scheduled.
- All optional services not selected will be excluded from the final scope and budget.

## Cost Proposal for Strategic Planning Services

**Submitted to:**

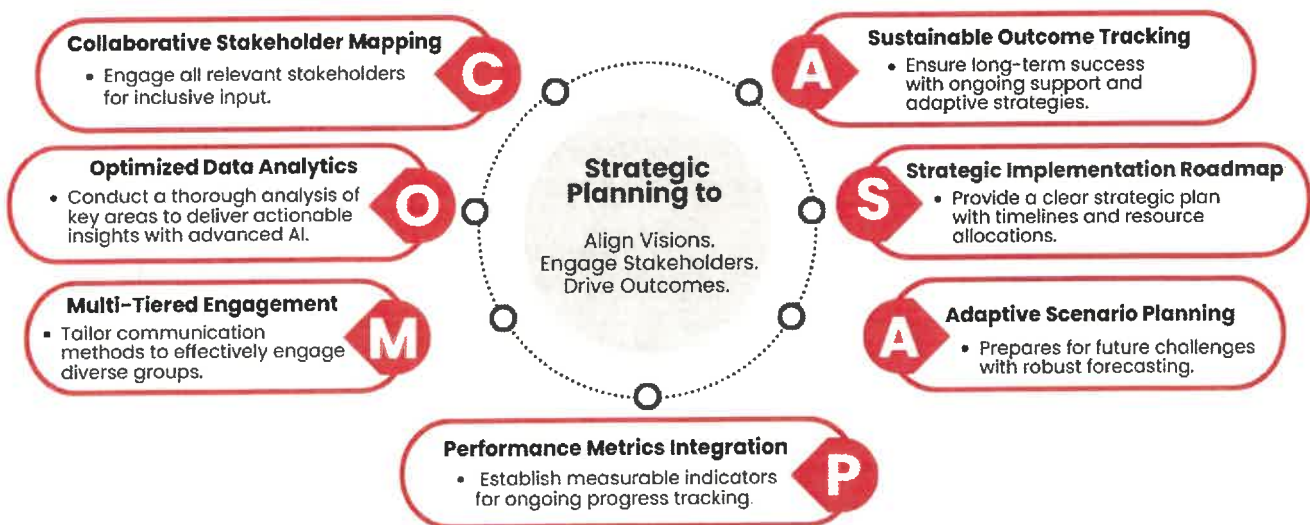
City of Lake City  
 Attention: Procurement Department  
 205 N Marion Ave  
 Lake City, FL 32055

Date Submitted: December 19, 2024  
 Proposal is valid for 60 days.

### Executive Summary

This proposal outlines iSuccess Consulting’s approach to delivering a comprehensive strategic plan for the City of Lake City. Leveraging over 30 years of experience and our proprietary **C.O.M.P.A.S.S.™ Framework**, we provide municipalities with actionable, outcome-driven plans that align visions, engage stakeholders, and achieve measurable success.

### C.O.M.P.A.S.S.™ Comprehensive Organizational Management Planning and Strategic System



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## Key Highlights of Our Proposal:

- A clearly defined 16-18 week project timeline, starting January 6, 2025.
- Proven success in working with municipalities (e.g., Town of Ashland, City of Lovejoy, Tualatin Valley Water District).
- Flat fee of **\$34,750**, inclusive of all deliverables and services outlined in the scope of work.

## About iSuccess Consulting, Inc.:

*A strategic plan is more than a document—it’s a city’s vision turned into actionable outcomes. With more than three decades of expertise, iSuccess Consulting is uniquely positioned to help the City of Lake City create a roadmap that fosters economic growth, community engagement, and operational excellence.*

iSuccess Consulting, Inc. specializes in strategic planning, organizational development, and leadership training, serving municipalities, corporations, government agencies, and universities. With over three decades of experience, we have developed plans that:

- **Improve operational efficiency** by 20% in the first year.
- **Increase stakeholder satisfaction** by 30%.
- **Achieve strategic objectives** 15% faster through measurable KPIs.

Our competitive edge includes a proven methodology, tailored engagement processes, and an unmatched commitment to delivering actionable results.

We have a proven track record of delivering innovative, actionable solutions that drive measurable results and long-term success for our clients. With a commitment to excellence, **we have a 100% project completion rate and consistently achieve 99% customer satisfaction** across all engagements.

Our clients benefit from:

<b>Dedicated Project Teams:</b>	<ul style="list-style-type: none"> <li>• Each project is supported by a dedicated project manager, principal consultant, lead consultants, data analyst, and an administrative team to ensure expert guidance at every step.</li> </ul>
<b>Advanced Project Management Tools</b>	<ul style="list-style-type: none"> <li>• We use <b>Monday.com</b> to provide a seamless project management experience, offering real-time updates, milestone tracking, and clear communication.</li> </ul>
<b>Financial Stability</b>	<ul style="list-style-type: none"> <li>• As a fiscally and financially solvent organization, we guarantee our ability to deliver on all contractual obligations.</li> </ul>
<b>Outcome-Focused Approach</b>	<ul style="list-style-type: none"> <li>• We prioritize delivering projects on time, within budget, and with measurable results that align with client goals.</li> </ul>

<b>Proven Methodology:</b>	<ul style="list-style-type: none"> <li>Our proprietary <b>C.O.M.P.A.S.S.™ Framework</b> ensures stakeholder alignment, actionable strategies, and quantifiable outcomes.</li> </ul>
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At iSuccess Consulting, we are deeply invested in our clients’ success and remain a trusted partner by consistently exceeding expectations, ensuring seamless execution, and delivering results that matter.

## Purpose of the Strategic Plan

To develop a **comprehensive 3-Year strategic plan** for the City of Lake City that aligns with the city’s priorities and provides a roadmap to:

- Foster **economic development and business growth**, leveraging Lake City’s infrastructure (interstates, railways, municipal airport).
- Enhance **infrastructure sustainability** and public safety preparedness.
- Strengthen **community engagement** through inclusivity, tourism, and educational initiatives.
- Improve **city operations** and organizational efficiency.
- Address **affordable housing** challenges.

## Economic Development and Business Growth in Lake City

iSuccess Consulting recognizes Lake City’s unique advantages as a potential hub for economic development and innovation. Through our strategic planning process, we will provide comprehensive **strategic recommendations** designed for implementation by city staff. Our approach will include collaboration with key personnel, feedback from community input, benchmarking of similar cities, and targeted strategies to attract investments, foster innovation, and support long-term economic growth.

### 1. Developing a Comprehensive Economic Development Strategy

We will work closely with city leadership and key personnel to craft an economic development strategy that positions Lake City as a competitive and attractive location for new and expanding businesses.

**The Strategy Will Include:**

<b>Target Industry Analysis</b>	<ul style="list-style-type: none"> <li>Identify and prioritize industries that align with Lake City’s strengths (e.g., data centers, logistics, advanced manufacturing).</li> </ul>
<b>Value Proposition Development</b>	<ul style="list-style-type: none"> <li>Highlight Lake City’s transportation infrastructure (I-10, I-75, railways, municipal airport) and proximity to major Southeastern markets.</li> </ul>
<b>Regional Marketing Recommendations</b>	<ul style="list-style-type: none"> <li>Provide strategic guidance for promoting the city as a prime destination for investment and business expansion.</li> </ul>

**Input Sources:**

- Feedback from stakeholder interviews and community surveys.
- Comparative analysis of strategies used by benchmark cities with similar assets.

**2. Attracting Data Centers and Technology Companies**

Lake City’s infrastructure and low operational costs make it an ideal location for data centers and technology-driven businesses. We will provide recommendations to position the city as a leader in these industries.

**The Strategy Will Include:**

<b>Site Identification</b>	<ul style="list-style-type: none"><li>• Suggestions for land parcels and zoning updates to support data center development.</li></ul>
<b>Incentive Programs</b>	<ul style="list-style-type: none"><li>• Recommendations for competitive incentives, such as tax abatements and reduced energy costs, to attract data centers.</li></ul>
<b>Public-Private Partnerships</b>	<ul style="list-style-type: none"><li>• Guidelines for engaging technology companies and utility providers to enhance digital infrastructure.</li></ul>

**Input Sources:**

- Best practices from successful data center hubs in benchmark cities.
- Community input to identify opportunities for collaboration.

**3. Leveraging Transportation Infrastructure to Attract Warehousing and Logistics Businesses**

Lake City’s access to two major interstates, two railways, and a city-owned municipal airport positions it as an ideal logistics and warehousing hub.

**The Strategy Will Include:**

<b>Marketing the City’s Connectivity</b>	<ul style="list-style-type: none"><li>• Recommendations for promoting Lake City’s strategic location to logistics companies and supply chain operators.</li></ul>
<b>Infrastructure Improvement Recommendations</b>	<ul style="list-style-type: none"><li>• Suggestions for enhancing transportation networks to support increased freight and warehousing activity.</li></ul>
<b>Land Use Planning</b>	<ul style="list-style-type: none"><li>• Identification of underutilized land suitable for industrial development and suggestions for zoning updates.</li></ul>

**Input Sources:**

- Benchmarking against cities with established logistics hubs.
- Feedback from local businesses and community leaders.

**4. Attracting Investments and Driving Innovation**

We will deliver strategic recommendations to position Lake City as a regional leader in innovation and entrepreneurship, with a focus on attracting private investments and fostering innovation.

**The Strategy Will Include:**

<b>Innovation Ecosystem Development</b>	<ul style="list-style-type: none"><li>• Recommendations for partnerships with local universities and research organizations to foster innovation hubs.</li></ul>
<b>Investment Attraction Campaigns:</b>	<ul style="list-style-type: none"><li>• Guidance for hosting summits to attract investors and showcase Lake City’s potential.</li></ul>
<b>Grant and Funding Opportunities</b>	<ul style="list-style-type: none"><li>• Identification of state and federal grants to support infrastructure development and business growth.</li></ul>

**Input Sources:**

- Survey responses and feedback from community engagement sessions.
- Examples from benchmark cities that have successfully attracted innovation-driven investments.

**5. Supporting Small Business Growth and Workforce Development**

We will provide strategic recommendations to strengthen Lake City’s small business community and workforce readiness, ensuring local economic sustainability.

**The Strategy Will Include:**

<b>Small Business Support Programs</b>	<ul style="list-style-type: none"><li>• Suggestions for initiatives that provide training, mentorship, and access to funding for local entrepreneurs.</li></ul>
<b>Workforce Training Programs</b>	<ul style="list-style-type: none"><li>• Recommendations to collaborate with educational institutions and workforce agencies to align training with industry needs.</li></ul>
<b>Tourism and Retail Growth Strategies</b>	<ul style="list-style-type: none"><li>• Guidance for leveraging the city’s historical and cultural assets to attract tourism and retail investments.</li></ul>

**Input Sources:**

- Insights gathered from small business owners and residents during public forums.
- Benchmark data from cities with successful small business and workforce development programs.

**6. Capitalizing on Lake City’s Existing Assets**

<b>Municipal Airport</b>	<ul style="list-style-type: none"><li>• Provide recommendations to promote the airport for logistical and aviation-related businesses.</li><li>• Suggest partnerships with aviation maintenance and repair companies</li></ul>
<b>Interstates I-10 and I-75</b>	<ul style="list-style-type: none"><li>• Recommend marketing Lake City as the “Gateway to the Southeast” for businesses reliant on highway transport.</li><li>• Offer strategies to highlight the cost and time-saving benefits of the city’s location.</li></ul>
<b>Railways</b>	<ul style="list-style-type: none"><li>• Provide guidance on leveraging partnerships with rail companies to develop an intermodal freight hub.</li><li>• Recommend strategies to attract industries that depend on rail logistics, such as manufacturing and agriculture.</li></ul>

**Strategic Planning Process Highlights**

1. **Collaboration with Key Personnel:** Throughout the process, we will work closely with city leadership and department heads to ensure our recommendations are feasible and aligned with Lake City’s capabilities and vision.
2. **Community Feedback:** Incorporate insights from surveys, focus groups, and public forums to ensure the plan reflects the priorities of Lake City’s residents and businesses.
3. **Benchmarking Against Similar Cities:** Analyze best practices and successes from cities with similar assets and challenges to guide strategic recommendations.

**Expected Quantifiable Outcomes from the Plan:**

- **New businesses** relocating or expanding in Lake City within five years.
- **Jobs created** in logistics, technology, and manufacturing sectors.
- **Private investments** attracted within three years.
- **Increased tax revenue** to fund infrastructure improvements and public services.

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## Scope of Work and Deliverables

**Purpose of the Strategic Plan:** To develop a 3 year strategic plan that guides Lake City's growth and prioritizes economic development, infrastructure improvement, public safety, and community engagement.

### Step 1: Assessment and Research (Weeks 1–8)

- Review documents, reports, and plans provided by the city.
- Conduct **10+ stakeholder interviews** via virtual focus groups.
- Distribute an online **community survey** (targeting 250+ participants).
- Facilitate **virtual public forum** for feedback.

**Deliverables:** Stakeholder Engagement Summary Report, Community Survey Report.

### Step 2: Visioning and Strategy Development (Weeks 5–8)

- Facilitate a 60-90 minute **virtual leadership workshop** to refine the city's vision and mission.
- Conduct a **SWOT analysis**.
- Identify **3–5 strategic priorities**.

**Deliverables:** Vision and Mission Statements, SWOT Analysis Document, Strategic Priorities Framework.

### Step 3: Plan Development (Weeks 9–12)

- Draft the strategic plan, including:
  - Vision, Mission, and Values.
  - Strategic Goals and KPIs.
  - Implementation Roadmap.
- Conduct **review session** with leadership.

**Deliverables:** Draft Strategic Plan.

### Step 4: Finalization and Presentation (Weeks 13–16)

- Finalize the plan based on stakeholder feedback.
- Deliver the plan in digital formats.
- Present findings to city leadership.

**Deliverables:** Final Strategic Plan Document, Presentation Materials.

**Data security measures:**

- 256-bit encryption for all digital files
- Multi-factor authentication for accessing project data
- Regular security audits and updates

**Deliverable format:**

- Final strategic plan: 1 digital copy (PDF) and (DOC)
  - Presentation materials: PowerPoint and PDF formats
  - All other reports: Digital copies in PDF format
- 

**Timeline and Resources**

**Potential Start Date:** Week of January 6, 2025.

**Completion Date:** 16 – 18 weeks from start.

**Detailed Timeline:**

- **Weeks 1–8:** Project kickoff, data collection, stakeholder interviews.
- **Weeks 5–8:** Workshops, SWOT analysis, and strategic prioritization.
- **Weeks 9–12:** Draft creation and review.
- **Weeks 13–18:** Finalization and presentation.

**Contingency plan:**

- Two-week buffer built into the timeline for unforeseen circumstances
- Monthly progress reports to identify and address potential delays early

**Team composition:**

- 1 Project Manager (full-time)
- 1 Principal Consultant (part-time)
- 1 Senior Consultants(part-time)
- 1 Data Analyst (part-time)
- 1 Administrative Assistant (part-time)

### Key personnel availability:

- Project Manager and Senior Consultants available 100% for duration of project
  - Backup consultant identified in case of emergency
- 

## Legal and Compliance

### Insurance:

- Professional Liability Insurance: \$2 million per occurrence
- General Liability Insurance: \$1 million per occurrence

### Confidentiality:

- All city data and information will be treated as confidential
- Non-disclosure agreement to be signed before project commencement

### Intellectual Property:

- All deliverables and final strategic plan will be the sole property of the City of Lake City
- 

## Pricing and Payment

- **Total project cost:** \$34,750
- **Monthly invoice amount:** \$8,687.50 for 4 months
- **Payment terms:** Net 30

### Additional costs:

- **Travel expenses (if required):** Billed separately once approved, not to exceed \$3,000 for the entire project
- **Extra meetings beyond scope:** \$250 per hour, subject to prior approval

### Hour allocation:

- **Assessment and Research:** 60 hours
- **Visioning and Strategy Development:** 35 hours
- **Plan Development:** 30 hours
- **Finalization and Presentation:** 14 hours
- **Total Hours:** 139



### Change request process:

- All change requests must be submitted in writing
  - Impact assessment provided within 5 business days
  - Implementation upon mutual agreement and written approval
- 

## Performance Metrics

### Key Performance Indicators (KPIs):

1. On-time delivery of all project milestones
2. 90% or higher stakeholder satisfaction rate
3. 15-25% community survey participation rate
4. 100% completion of planned interviews and workshops

### Performance review process:

- Monthly progress meetings with city leadership
  - Monthly written reports detailing progress against KPIs
- 

## Past Performance

*(References available upon request)*

### Town of Ashland (Ashland, Massachusetts)

- **Scope:** Developed a 5-year strategic plan for economic development and sustainability.
- **Outcome:** 20% increase in operational efficiency and 25% improvement in resident satisfaction.
- **Deliverables:** Comprehensive plan, public engagement summary, and implementation roadmap.

### City of Lovejoy (Atlanta, Georgia)

- **Scope:** Created a 3-year roadmap focusing on public safety and inclusivity.
- **Outcome:** 30% improvement in safety metrics and 20% rise in stakeholder engagement.
- **Deliverables:** Strategic priorities framework and implementation metrics.

### Tualatin Valley Water District (Beaverton, Oregon)

- **Scope:** Delivered an infrastructure sustainability plan.

- **Outcome:** Reduced costs by 15% and enhanced sustainability initiatives by 20%.
- **Deliverables:** Sustainability plan, cost-saving recommendations, and stakeholder engagement report.

### Risk Mitigation Strategy

Potential Risks	Mitigation Plan
Stakeholder Resistance	Conduct collaborative workshops to build consensus and ensure alignment.
Limited Community Engagement	Utilize multiple outreach methods (online, in-person) and incentivize participation.
Data Gaps	Supplement with third-party research and leverage AI tools for predictive insights.

### Proprietary Methodology: C.O.M.P.A.S.S.™ Framework

Our C.O.M.P.A.S.S.™ Framework ensures measurable outcomes that drives every phase of our strategic planning process, ensuring measurable success. Our client results include:

1. **Collaborative Stakeholder Mapping:** 30% improvement in stakeholder satisfaction.
2. **Optimized Data Analytics:** 20% increase in operational efficiency.
3. **Multi-Tiered Engagement:** Greater participation in outreach initiatives.
4. **Performance Metrics Integration:** 15% boost in achieving strategic objectives.
5. **Adaptive Scenario Planning:** Improved resilience across city operations.
6. **Sustainable Outcome Tracking:** Enhanced long-term success.

## Conclusion

iSuccess Consulting is committed to delivering a strategic plan that aligns with the City of Lake City's goals and fosters sustainable growth. With our extensive experience, proprietary methodology, and focus on measurable outcomes, we look forward to collaborating with your team to achieve transformational results.

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### Submission Contact

For questions or additional information:

**T. Renee' Smith**

**Principal, iSuccess Consulting**

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Suite 104-205

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### Satellite Offices

Charlotte, NC ● Portland, OR

## Statement of Work Sample Draft

### Purpose of the Strategic Plan

To develop a comprehensive strategic plan that aligns with the City of Lake City's priorities and guides its growth and development over the next (3/5/10 years). The strategic plan will provide a roadmap to achieve sustainable growth, enhance operational efficiency, and foster community engagement.

#### Assumptions:

- The purpose of the strategic plan may focus on one or more of the following areas:
  - Economic development and business growth
  - Infrastructure improvement and sustainability
  - Enhancing public safety and emergency preparedness
  - Community engagement and inclusivity
  - City operations and organizational efficiency
  - Other: (Specify)

### Scope of Work

#### 1. Assessment and Research

- Review existing documents, plans, and reports provided by the city.
- Conduct stakeholder interviews to gather input from city leadership, staff, and key community representatives.
- Facilitate surveys, focus groups, or public forums (select any or all) to engage the broader community.

#### 2. Visioning and Strategy Development

- Facilitate workshops with city leadership to define or refine the city's vision, mission, and core values.

- Perform a SWOT analysis to identify strengths, weaknesses, opportunities, and threats.
- Define strategic priorities and develop actionable goals and initiatives.

### 3. Plan Development

- Create a draft strategic plan, including the following sections:
  - Executive Summary
  - Vision, Mission, and Core Values
  - Strategic Priorities
  - Goals, Objectives, and Key Performance Indicators (KPIs)
  - Implementation Roadmap with timelines and responsibilities
- Revise the draft based on feedback from city stakeholders.

### 4. Final Plan and Presentation

- Deliver the final strategic plan in print and digital formats.
- Conduct a formal presentation to city leadership and other stakeholders as needed.

## Deliverables

- Stakeholder Engagement Summary Report
- SWOT Analysis Document
- Draft and Final Strategic Plan Document
- Implementation Roadmap
- Presentation Materials (PowerPoint or PDF)

### ***Optional Deliverables*** (Select or cross out as needed):

- Community Survey Results Report
- Facilitated Public Forums or Focus Groups
- Post-Project Implementation Support

**RESOLUTION NO 2024 - 016**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING AND ADOPTING THAT CERTAIN STRATEGIC PLAN DEVELOPMENT PROCESS PROPOSAL PREPARED BY SERAFIN & ASSOCIATES, INC.; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING AND ADOPTING SAID STRATEGIC PLAN DEVELOPMENT PROCESS PROPOSAL; DIRECTING THE CITY MANAGER TO IMPLEMENT SAID STRATEGIC PLAN DEVELOPMENT PROCESS PROPOSAL; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Lake City (“City”) received a presentation of a strategic plan development process proposal (the “Planning Process”) from Serafin & Associates, Inc. (the “Consultant”); and

WHEREAS, the City Council recognizes the inherent value of developing and adopting a strategic plan to guide the City as it plans for and makes critical decisions about the future of the City; and

WHEREAS, having received the presentation of the Planning Process from the Consultant at the direction and initiative of the City Manager, the City Council desires to approve and adopt said Planning Process as the guiding planning document for the City as the City develops, analyzes, and determines a strategic plan for the City’s future; and

WHEREAS, approving and adopting the Planning Process proposed and presented by the Consultant at the direction and initiative of the City Manager is in the public or community interest and for public welfare; now therefore

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

1. Approving and adopting the Planning Process proposed and presented by the Consultant at the direction and initiative of the City Manager is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Planning Process in the form of the Exhibit attached hereto should be and is approved and adopted by the City Council of the City of Lake City; and
3. The City Manager of the City of Lake City is the officer of the City duly designated by the

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City's Charter and Code of Ordinances to execute such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The City Manager of the City of Lake City is authorized and directed to execute and implement the Planning Process with the assistance of the Consultant in the form of the Exhibit attached hereto; 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 adoption 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 January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



# Serafin.

## Lake City, FL. Strategic Plan Proposal

Prepared for:

Don Rosenthal  
City Manager



## **About Serafin**

We are a full-service firm specializing in integrated communications management that extends each client's reach to key audiences and stakeholders, enhances and protects their brands and creates new opportunities to fulfill their missions. Our expertise includes message & media, image & reputation, and engagement & advocacy management. Serafin and Associates brings deep experience in collaborating with communities to uncover their unique resources, engage stakeholders, and craft comprehensive plans that drive sustainable growth and future development.

## **Objective**

To craft a comprehensive strategic plan that identifies Lake City's vision and core mission for the future, ensuring sustainable growth and enhanced quality of life for its residents.

## **Our Approach**

As a full-service integrated communications firm, we specialize in expanding reach, protecting brands, and creating new opportunities for our clients. Through expertise in message & media, image & reputation, and engagement & advocacy management, we will deliver a strategic plan tailored to the unique needs of Lake City.

The final strategic plan will serve as a roadmap to position Lake City for sustainable growth, economic vitality, and enhanced community well-being. It will empower decision-makers with actionable insights, forge stronger partnerships, and guide the city's progress toward its vision for the future.

## **Key Steps**

- 1. Establish Priorities**
  - a. Define the city's core mission and vision.
  - b. Set strategic priorities to address current needs and future goals.
- 2. Connect Priorities to Funding and Operations**
  - a. Align strategic goals with available resources and operational capacity.
- 3. Develop a Decision-Making Guide**
  - a. Create a framework to support informed decision-making by city officials.
- 4. Review Existing Plans and Documents/Analyze Pertinent Materials**
- 5. Recommend Performance Measures**
  - a. Propose measurable outcomes to track the success of strategic initiatives.
- 6. Agree on a Workable Plan & Finalize Actionable Roadmap**

## Community and Stakeholder Engagement

- **Input Gathering:** Host workshops and meetings with elected officials, staff, stakeholders, organizations, and community members to:
  - Identify target customers and core services.
  - Recognize strengths, challenges, and opportunities.
  - Establish shared guiding principles.
- **Public Participation:** Facilitate a dedicated “Day of Public Meetings” to ensure transparency and inclusivity.

## Focus Areas

- 1. Economic Development**
  - a. Highlight Lake City as an ideal location for data centers, warehouses, and other industries.
  - b. Promote strategic partnerships to attract investment and drive innovation.
- 2. Affordable Housing**
  - a. Collaborate with the Housing Authority to identify solutions for housing affordability.
- 3. Safety and Community Engagement**
  - a. Foster a safer, more connected community through strategic initiatives.

The plan will include development of strategic priorities for economic development highlighting the Lake City area as the ideal location for data centers, warehouses, and other businesses. This plan will be the roadmap to foster strategic partnerships, innovation, safety and community engagement.

## Key Objectives & Initiatives

### 1. Economic Development

Lake City Gateway Airport's strategic location, combined with its proximity to major highways like I-10 and I-75, offers unparalleled accessibility, making it an ideal hub for businesses seeking efficient transportation and logistics solutions.

#### **Objective 1.1: Attract new businesses and investment**

Partner with state and regional economic development organizations to promote Lake City as a transportation hub and business-friendly environment.

Leverage tax incentives and grants to attract industries such as logistics, and technology.

Research marketing campaign that would showcase Lake City's location near major highways and transportation hubs.

#### **Objective 1.2: Promote workforce development**

Partner with local schools and colleges to create job training programs aligned with growing industries.  
Offer incentives for businesses that provide internships and apprenticeships to local students.

## **2. Public Safety & Reputation**

### **Objective 2.1 Address Critical Reputation Issue**

Gather accurate, recent data points from local law enforcement and independent crime statistics databases. Showcase improvements, highlighting areas with reduced crime and growing community safety measures.

## **3. Community and Social Development**

### **Objective 3.1: Increase affordable housing availability**

Partner with developers to incentivize the construction of affordable housing units. Develop mixed-use neighborhoods that include commercial spaces, parks, and accessible housing.

### **Objective 3.2: Enhance educational opportunities**

Partner with local schools and colleges to improve career-focused education in STEM and vocational training.  
Support after-school programs and community learning centers that offer enrichment and job skills training.

## **4. Tourism**

### **Objective 4.1: Promote natural and historical attractions**

Develop tourism campaigns highlighting the Ichetucknee Springs State Park, Osceola National Forest, and the Suwannee River.  
Create new historical and cultural trails celebrating Lake City's history and its role in Florida's development.

### **Objective 4.2: Increase events and festivals**

Expand existing events like the Olustee Battle Festival and add new annual events centered around local culture, music, and food.  
Collaborate with local artists and cultural groups to create public art installations and cultural programs.

## **5. Sustainability and Environmental Stewardship**

### **Objective 5.1: Implement green infrastructure**

Incorporate green technologies, such as solar power in public buildings and energy-efficient street lighting.  
Support community-driven initiatives like urban gardening, recycling programs, and tree-planting projects.

### **Objective 5.2: Protect natural resources**

Work with environmental groups to preserve local ecosystems, especially near Lake DeSoto and Ichetucknee Springs.

Develop sustainable water management policies to protect water sources from pollution and overuse.

#### **6. Implementation & Accountability**

**Timeline:** Establish a phased approach to implementing key projects, with quarterly progress reviews.

**Partnerships:** Collaborate with local, state, and federal agencies, private sector businesses, and community organizations.

**Funding:** Utilize a mix of government grants, public-private partnerships, and local tax revenues to finance projects.

**Public Safety & Engagement:** Hold regular town hall meetings and create an online platform where residents can provide feedback and monitor progress.

#### **Metrics for Success:**

Increase in job creation and new business

Improved infrastructure ratings and resident satisfaction.

Growth in tourism revenues and attendance at local events.

*This project has an estimated cost of \$30,000 excluding travel expenses not to exceed \$4,500. \$10,000 due upon contract signing, \$10,000 due mid-project and \$10,000 due on completion. Timeline plan will be initiated as soon as contract is executed.*

## Timeline

### Proposed Timeline:

- What is the start date?
- What is the expected completion date?
- What is the timeline (4 months)?
  - Week 1–4: Project kickoff, data collection, and stakeholder interviews.
  - Week 5–8: Facilitate workshops and analyze findings.
  - Week 9–12: Create the first draft and review with city leadership.
  - Week 13–16: Finalize and present the strategic plan.
    - **Note:** The timeline is flexible and can be adjusted based on city priorities and deadlines.

## Budget

### Proposed Fee Structure:

- Flat fee for full project: \$ (What is the budget for the total project)

## City Responsibilities

- Provide access to relevant documents, data, and existing plans.
- Designate a project lead or committee for approvals and coordination.
- Assist with community engagement activities, such as publicizing surveys or forums.

## Assumptions

- The city will provide timely feedback on drafts and deliverables.
- Stakeholders will be available for interviews or workshops as scheduled.
- All optional services not selected will be excluded from the final scope and budget.