
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

January 05, 2026 at 6:00 PM

Venue: City Hall

AGENDA

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

Pledge of Allegiance

Invocation - Mayor Noah Walker

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.

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

Approval of Agenda

Proclamations/Awards/Recognitions

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

1. Minutes - December 1, 2025 Regular Session

2. City Council Resolution No. 2026-001 - A resolution of the City of Lake City, Florida adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 002-2026 for the SR-47 Septic to Sewer RV Park Extension; awarding said bid to Advanced Project Solutions, LLC, a Florida Limited Liability Company, at a cost not to exceed \$906,921.50; approving the agreement and addendum thereto with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement and related addendum; directing the Mayor to execute and bind the City to said agreement and related addendum; repealing all prior resolutions in conflict; and providing an effective date.
3. City Council Resolution No. 2026-003 - A resolution of the City of Lake City, Florida approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida limited liability company, to lease certain real property located in the Lake City Airport Industrial Park; 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 agreement; directing and authorizing the Mayor to execute a Memorandum of Lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida, repealing all prior resolutions in conflict; and providing an effective date.
4. City Council Resolution No. 2026-005 - A resolution of the City of Lake City, Florida, authorizing the renewal of that certain agreement in the form of a Memorandum of Understanding between the City of Lake City and Another Way, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2026-009 - A resolution of the City of Lake City, Florida accepting the donation of a new fuel tanker truck having vehicle identification number 3HAEKTATXRL099903 to the City by the State of Florida Department of Emergency Management; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to accept said donation and to transfer ownership of said fuel truck to the City of Lake City; repealing all prior resolutions in conflict; and providing an effective date.

Presentations - None**Quasi-Judicial Hearings**

Open Quasi-Judicial Hearing

First Reading

6. City Council Ordinance No. 2026-2349 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-07, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Disclosure by Council members of ex parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2026-2349 on first reading

Final Reading

7. City Council Ordinance No. 2025-2315 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast Investment Corp., Inc., the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Commercial, Neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located on Laurel Lane behind Circle K on Highway 90.

Passed on first reading on 12/15/2025

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2025-2315 on final reading

Old Business - None

New Business

Ordinances

8. City Council Ordinance No. 2026-2347 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City, Florida; providing for amending Section 4.1.1 entitled Zoning Districts, Establishment of Districts by adding a "MU" Mixed-Use Zoning District; providing for amending Section 4.1.6 entitled Zoning Districts, Definitions of Groupings of Various Districts by adding a definition of Mixed-Use; providing for adding Section 4.1.9 entitled Zoning Districts, Mixed-Use Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2347 on first reading

9. City Council Ordinance No. 2026-2348 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-04, by the Growth Management Department of the City of Lake City, Florida; providing for amending Section 4.9.8 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures, Section 4.10.8 entitled "RO" Residential/Office, Maximum Height of Structures and Section 4.14.8 entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures by limiting the height of Single Family Dwellings and Duplex Dwellings to 35 feet and all other structures to 85 feet; providing for amending Section 4.12.8 entitled "CG" Commercial, General, Maximum of Height of Structures, Section 4.13.8 entitled "CI" Commercial, Intensive, Maximum Height of Structures, Section 4.15.8 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures, Section 4.16.8 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures, and Section 4.17.8 entitled "I" Industrial, Maximum Height of Structures, by limiting the height of structures to 85 feet; providing for amending Section 4.15.6 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirement by deleting the Minimum Area and Width Requirements; providing for amending Section 15.7 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Yard Requirement by reducing the Front Yard Requirement from 30 feet to 20 feet and by deleting the Side and Rear Yard Requirements; providing for severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2348 on first reading

Resolutions

10. City Council Resolution No. 2006-008 - A resolution of the City of Lake City, Florida adopting that certain updated Cross Connection Control Program pursuant to Section 62-555.360(2), Florida Administrative Code; making certain findings of fact in support of the City approving said update; directing the City Manager to update, publish, and implement the program adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Vice Mayor Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

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

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

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

File Attachments for Item:

1. Minutes - December 1, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 1, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM Workshop – Mobility Fees

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Ricky Jernigan – before the invocation, Council Member Jernigan asked for a moment of silence for the National Guard Members who were killed in Washington D.C.

ROLL CALL

Mayor/Council Member
City Council

Noah Walker
Chevella Young

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

APPROVAL OF AGENDA

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

PROCLAMATIONS/AWARDS

1. Baptist Women's World Day of Prayer - November 3, 2025

Mayor Walker presented the proclamation to Lavonda Camiel and Vice Mayor Young.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Barbara Lemley
- Ben Loftstrom
- Stew Lilker

APPROVAL OF CONSENT AGENDA

2. Minutes - November 3, 2025 Regular Session
3. City Council Resolution No. 2025-156 - A resolution of the City of Lake City, Florida, authorizing the use of certain funds awarded from the settlement with Endo Health Solutions,

Inc., a Delaware Corporation to be utilized by the Lake City Fire Department to purchase advanced life support equipment in an amount not to exceed \$30,844.10; making certain findings of fact in support thereof; recognizing the authority of the City Manager to expend funds not exceeding \$35,000 provided the City's procurement policies are followed; repealing all prior resolutions in conflict; and providing an effective date.

4. City Council Resolution No. 2025-157 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 001-2025 for the exterior painting and renovation of the elevated steel water tank at the City's Water Treatment Plant; awarding said bid to Southeastern Tank and Tower, Inc., a Florida Corporation, at a cost not to exceed \$106,000; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2025-159 - A resolution of the City of Lake City, Florida, accepting funds awarded by the Edward Byrne Memorial Grant Program to purchase portable vehicle barriers; adopting the grant award agreement associated with accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award 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.
6. City Council Resolution No. 2025-165 - A resolution of the City Council of the City of Lake City, Florida, adopting the Memorandum of Agreement with Florida Fish and Wildlife Conservation Commission Concerning surveys, design, and construction of Alligator Lake Pier at Halpatter Park; making certain findings of fact in support of the City Adopting 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.

Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

OLD BUSINESS

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2343. City Council Ordinance No. 2025-2343 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2343. No one asked to be heard on City Council Ordinance No. 2025-2343; therefore, Mayor Walker closed the public hearing.

7. City Council Ordinance No. 2025-2343 (final reading) - An ordinance of the City of Lake City, Florida; amending Chapter 70, Article IV of the City of Lake City Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-96 of the City of Lake City Code of Ordinances entitled "Service Retirement Benefits; Cost of Living Adjustment" by adopting option for partial lump sum benefit; adding Section 70-106 for the purpose of purchasing prior military service; adding a new Section 70-107 for the purpose of purchasing prior police service; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2343 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

NEW BUSINESS

Ordinances

8. City Council Ordinance No. 2025-2345 (first reading) - An ordinance of the City of Lake City, Florida, approving, adopting, and authorizing the execution of an Interlocal Service Boundary Agreement between the City of Lake City, Florida and the Columbia County, Florida Board of County Commissioners regarding a joint planning area and municipal service area to be commonly identified as the cornerstone planning area; providing for recordation; providing for severability; providing for conflicts; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2345 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

Resolutions

9. City Council Resolution No. 2025-158 - A resolution of the City Council of the City of Lake City, Florida, adopting the mutual aid agreement with United Way of Suwannee Valley, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City adopting 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; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-158. Ms. Young seconded the motion.**

Council Member Carter commented on ADA Compliance.

Council Member Harris asked for clarification of the verbiage of the resolution and its authority.

A roll call vote was taken and the motion carried.

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

10. City Council Resolution No. 2025-166 - A resolution of the City of Lake City, Florida, complying with Section 164.1057, Florida Statutes; approving that certain resolution of Chapter 164, Conflict Resolution between Lake Shore Hospital Authority and the City of Lake City, Florida; making certain findings of fact in support of the City approving said agreement; repealing all prior resolutions in conflict; and providing and effective date.

Attorney Martin provided a brief update on what the resolution contains.

PUBLIC COMMENT: Barbara Lemley; Stew Lilker

Mr. Carter made a motion to approve City Council Resolution No. 2025-166. Ms. Harris seconded the motion. Due to a conflict with Meridian Healthcare being Ms. Harris' employer, she withdrew her second and abstained from voting. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

Note: Form 8B Voting Conflict Form is attached as Exhibit A

Other Items

11. Appointment of Vice Mayor to serve for 2026 (Mayor Noah Walker)

Council Member Harris requested to hear duties of Vice Mayor.

Council Member Carter volunteered to serve as Vice Mayor.

Council Member Young nominated Council Member Jernigan.

Council Member Carter nominated himself.

Council Member Harris nominated Council Member Young.

Council Member Jernigan accepted his nomination.

Council Member Young accepted her nomination.

Council Member Carter accepted his nomination.

At this time, Mayor Walker closed nominations and members took a five-minute recess from 6:49 PM until 6:54 PM for Ms. Sikes to prepare the ballots for voting.

Upon return from recess, members cast votes for nominees James Carter, Ricky Jernigan and Chevella Young. Ms. Sikes tabulated the ballots and reported the following:

Mayor Walker voted for James Carter

James Carter voted for James Carter

Chevella Young voted for Chevella Young

Ricky Jernigan voted for Ricky Jernigan

Tammy Harris voted for Chevella Young

Total votes tabulation:

Nominee James Carter – two votes

Nominee Ricky Jernigan – one vote

Nominee Chevella Young – two votes

Due to a tie between Council Member Carter and Council Member Young, members were provided with a second ballot to vote on all 3 nominees (James Carter, Ricky Jernigan, Chevella Young).

Ms. Sikes tabulated the second ballot and reported the following:

Ricky Jernigan voted for Chevella Young

Chevella Young voted for Chevella Young

Tammy Harris voted for Chevella Young

Noah Walker voted for James Carter

James Carter voted for James Carter

Total votes tabulation:

Nominee James Carter – two votes

Nominee Chevella Young – three votes

Council Member Young will serve as Vice Mayor for 2026.

Ballots and tabulation sheets are attached as Exhibit B.

12. Appointment to Homeless Coalition for United Way (Mayor Noah Walker)

Members concurred to appoint Council Member Tammy Harris to the Homeless Coalition.

COMMENTS BY:

City Manager Don Rosenthal – None

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young expressed appreciation for the nomination of Vice Mayor this year and last.

Council Member Ricky Jernigan – None

Council Member James Carter – Mr. Carter reported items on the agenda needed to be ADA compliant.

Council Member Tammy Harris – Ms. Harris recognized supervisors of the ground crews, Mike Grissom, Cory Williams, and Bo Lord; thanked Executive Director of Utilities Steve Brown and Assistant City Manager Dee Johnson for getting Christmas lights put on the Mariah sign; thanked crews for cleaning up around City Hall; asked about the netting on City Hall, City Manager Rosenthal reported the net was there for safety until it could be determined the bricks on the building were safe; requested an update on the City County Fire Department, City Manager Rosenthal reported staff was working to get that on a future agenda.

Mayor Noah Walker – Mayor Walker announced the Christmas tree lighting would be Sunday, December 6th from 4:00 PM until 7:00 PM at Olustee Park; the Christmas Market would be Saturday, December 13th; the Christmas Parade would be Saturday, December 13th; the Lake City Holiday Hall would be December 19th from 5:00 PM until 8:00 PM on Veteran Street; wished his daughter a Happy third Birthday.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 7:04 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Harris</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Council</i>
MAILING ADDRESS <i>P.O. Box 1624</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>Lake City</i>	COUNTY <i>Columbia</i>
DATE ON WHICH VOTE OCCURRED <i>12-1-2025</i>	NAME OF POLITICAL SUBDIVISION: MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Tammy Harris, hereby disclose that on December 1, 20 25:

(a) A measure came or will come before my agency which (check one or more)

inured to my special private gain or loss;
 inured to the special gain or loss of my business associate, _____;
 inured to the special gain or loss of my relative, _____;
 inured to the special gain or loss of _____, by
whom I am retained; or
 inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am an employee of Meridian.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12/17/2025
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

EXHIBIT B

Vote Tabulation Sheet

	Nominee James Carter	Nominee Tammy Harris	Nominee Ricky Jernigan	Nominee Chevella Young
Voting Member James Carter	✓			
Voting Member Tammy Harris				✓
Voting Member Ricky Jernigan			✓	
Voting Member Noah Walker	✓			
Voting Member Chevella Young				✓
Total of Votes	2		1	2

Votes Tabulated by:

Audrey Sikes Date: 12/1/2025

1 st vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter

✓

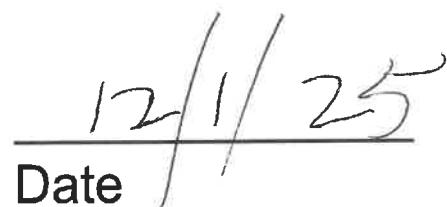
~~Council Member Tammy Harris~~

Council Member Ricky Jernigan

Council Member Chevella Young



Signature



Date



1st vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter

~~Council Member Tammy Harris~~

Council Member Ricky Jernigan

Council Member Chevella Young

Signature



Tammy Harris

Dec 1, 2025

Date

I st Vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter _____

~~Council Member Tammy Harris~~ _____

Council Member Ricky Jernigan _____

Council Member Chevella Young _____



Signature

12-1-25
Date



1st vote
21

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

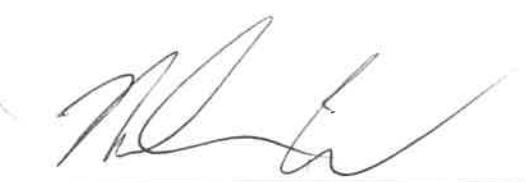
Council Member James Carter

✓

~~Council Member Tammy Harris~~

Council Member Ricky Jernigan

Council Member Chevella Young



Signature

Noah Walker

12/1

Date

1st vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter _____

~~Council Member Tammy Harris~~ _____

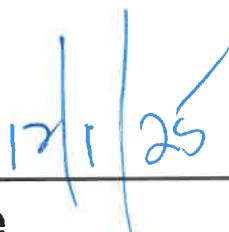
Council Member Ricky Jernigan _____

Council Member Chevella Young _____

Signature


Chevella Young

Date


12/1/25

1 st vote

Vote Tabulation Sheet

	Nominee James Carter	Nominee Tammy Harris	Nominee Ricky Jernigan	Nominee Chevella Young
Voting Member James Carter	✓			
Voting Member Tammy Harris				✓
Voting Member Ricky Jernigan				✓
Voting Member Noah Walker	✓			
Voting Member Chevella Young				✓
Total of Votes	2			3

Votes Tabulated by: Audrey Sibes Date: 12/1/2025

2nd vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

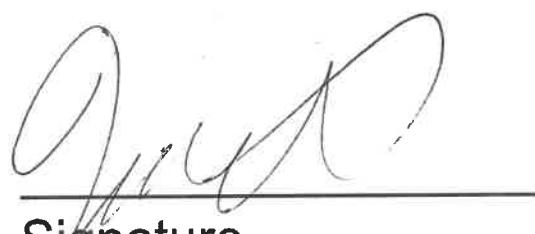
Please select one.

Council Member James Carter

~~Council Member Tammy Haynes~~

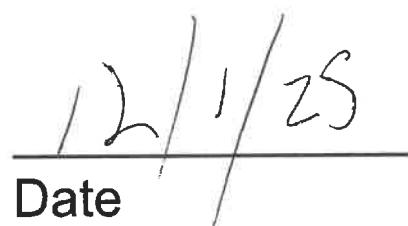
Council Member Ricky Jernigan

Council Member Chevella Young



Signature

James Carter



Date

2nd vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter

~~Council Member Tammy Harris~~

Council Member Ricky Jernigan

Council Member Chevella Young



Signature

Dec 1, 2025

Date

Tammy Harris

2nd vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

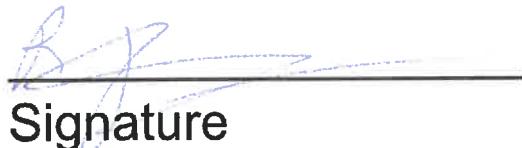
Please select one.

Council Member James Carter _____

~~Council Member Jammy Harris~~ _____

Council Member Ricky Jernigan _____

Council Member Chevella Young


Signature


Date


Ricky Jernigan


2nd vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter

~~Council Member Tammy Harris~~

Council Member Ricky Jernigan

Council Member Chevella Young

Noah Walker

Signature

Noah Walker

12/1

Date

2nd vote

Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter

~~Council Member Tammy Harris~~

Council Member Ricky Jernigan

Council Member Chevella Young

Signature

Chevella Young

Date

12/1/25

Chevella Young

2nd vote

File Attachments for Item:

2. City Council Resolution No. 2026-001 - A resolution of the City of Lake City, Florida adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 002-2026 for the SR-47 Septic to Sewer RV Park Extension; awarding said bid to Advanced Project Solutions, LLC, a Florida Limited Liability Company, at a cost not to exceed \$906,921.50; approving the agreement and addendum thereto with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement and related addendum; directing the Mayor to execute and bind the City to said agreement and related addendum; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: SR-47 Septic to Sewer RV Park Extension

DEPT / OFFICE: Utilities

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Brian Scott/Steve Brown	Date 12/08/2025

Recommended Action:

Award lowest bidder, Advanced Project Solutions, LLC contract for ITB-002-2026 SR-47 Septic to Sewer RV Park Extension

Summary Explanation & Background:

City of Lake City went out for solicitation for the SR-47 Septic to Sewer RV Park Extension from October 1, 2025 through October 31, 2025. A non-mandatory pre-proposal meeting was held on October 13, 2025. Seven contractors submitted a bid for this project. Advanced Project Solutions, LLC was the lowest responsive bidder for ITB-002-2026 for a cost of \$906,921.50 for the project. Engineer on project is Jones Edmunds and has provided a bid evaluation letter.

Alternatives:

Not award contract

Source of Funds:

Florida Department of Environmental Protection Grant Funded (Agreement #: QG022)

Financial Impact:

\$906,921.50

Exhibits Attached:

ITB-002-2026 Solicitation, Bid Tabulation, Advanced Project Solutions Response, Bid Docs, Bid Evaluation Letter

RESOLUTION NO 2026-001

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 002-2026 FOR THE SR-47 SEPTIC TO SEWER RV PARK EXTENSION; AWARDING SAID BID TO ADVANCED PROJECT SOLUTIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AT A COST NOT TO EXCEED \$906,921.50; APPROVING THE AGREEMENT AND ADDENDUM THERETO WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT AND RELATED ADDENDUM; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT AND RELATED ADDENDUM; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the “City”) requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 002-2026 (the “ITB”) for the SR-47 septic to sewer RV park extension (the “Services”); and

WHEREAS, Advanced Project Solutions, LLC, a Florida limited liability company (the “Vendor”) was the lowest bidder responding to the ITB with a cost not to exceed \$906,921.50; and

WHEREAS, the City desires to and does accept the Vendor’s bid; and

WHEREAS, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the EJCDC form contract and related dispute resolution addendum attached as an Exhibit hereto (collectively, the “Agreement”); and

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in 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 the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of 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 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, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

SECTION 00520
AGREEMENT

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Lake City ("Owner") and
Advanced Project Solutions, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. The Work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting, and constructing six new duplex grinder pump stations, new wastewater force mains, new gravity mains, 13 new manholes, proper abandonment of existing septic tanks, and restoring existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to remove the existing septic tanks at the Casey Jones RV Park and connect them to the City's existing wastewater system.

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

A. The Work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting, and constructing six new duplex grinder pump stations, new wastewater force mains, new gravity mains, 13 new manholes, proper abandonment of existing septic tanks, and restoring existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to remove the existing septic tanks at the Casey Jones RV Park and connect them to the City's existing wastewater system. .

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Jones Edmunds & Associates, Inc. (Engineer), which is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. The Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that the Owner will suffer financial or other loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay Owner \$750 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner \$750 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 The Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below and 5.01.B. The final Contract Price will be determined by the Owner and the Engineer based on actual furnished and installed quantities of work completed by the Contractor:

- A. For all Lump Sum Amounts, an amount equal to the sum of the lump sum amounts shown in the Bid Form attached to this Agreement and acceptable to the Owner, for a total Lump Sum Amount of \$906,921.50.
- B. For all Unit Price Work, an amount equal to the sum of the established unit prices for separately identified items of Unit Price Work shown in the Bid Form attached

to this agreement times the actual furnished and installed quantities of that item. The estimated initial total for all Unit Price Work is \$_____.

C. The initial contract price for Unit Price Work set forth as of the Effective Date of this Agreement is based on estimated unit price work quantities. As provided in Paragraph 13.03 of the General Conditions, these estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer and as provided in Paragraph 10.05 of the General Conditions.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.05 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. The Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Before Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer may determine or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to the Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to the Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. On Substantial Completion, the Owner shall pay an amount sufficient to increase total payments to the Contractor to 95 percent of the Work completed, less such amounts as the Engineer shall determine in accordance with Paragraph 15.01.C.5 of the General Conditions and less 100 percent of the Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

6.03 *Final Payment*

A. On final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

5.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work.
- C. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect the cost, progress, and performance of the Work.
- D. The Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03.A.4 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06.A.4 of the Supplementary Conditions as containing reliable "technical data."
- E. The Contractor has considered the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means,

methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

(3) the Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, the Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. The Contractor is aware of the general nature of work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Advertisement for Bidders.
2. Instructions for Bidders.
3. This Agreement.
4. Performance Bond.
5. Payment Bond.
6. Other Bonds.
7. General Conditions.
8. Supplementary Conditions.

9. Specifications as listed in the Table of Contents of the Project Manual.
10. Drawings consisting of 31 sheets with each sheet bearing the following general title: Lake City SR-47 Septic to Sewer RV Park Extension.
11. Addenda (numbers 0 to 1, inclusive).
12. Exhibits to this Agreement (enumerated as follows):
 - a. The Contractor's Bid (pages 1 to 77, inclusive).
 - b. Documentation submitted by the Contractor before Notice of Award (pages 1 to 77, inclusive).
 - c. Notice of Award.
13. The following that may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (00550).
 - b. Contractor's Application for Payment (00620).
 - c. Certificate of Substantial Completion (00625).
 - d. Request for Information (00932).
 - e. Shop Drawing/Submittal Log and Control Sheet (00936).
 - f. Shop Drawing/Submittal Control Form (00937).
 - g. Notice of Noncompliance (00938).
 - h. Certificate of Guarantee (00939).
 - i. Work Change Directive (00940).
 - j. Change Order (00941).
 - k. Field Order (00942).
 - l. Contractor's Release (00943).
 - m. Surety's Release for Final Payment (00944).
 - n. Proposed Contract Modification (00945).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

A. The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding on the Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

D. The Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Owner, (b) to establish Bid or Contract prices at artificial non-

competitive levels, or (c) to deprive the Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

Employment Eligibility. The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure of the CONTRACTOR to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the CONTRACTOR must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

IN WITNESS WHEREOF, the Owner and Contractor have signed this Agreement. Counterparts have been delivered to the Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by the Owner and Contractor or on their behalf.

This Agreement will be effective on January ____ , 2026.

OWNER:

City of Lake City

By: _____

Title: Noah Walker, Mayor

Attest: _____

Title: Audrey Sikes, City Clerk

Address for giving notices:

City of Lake City

205 N Marion Avenue

Lake City, FL 32055

APPROVED AS TO FORM AND LEGALITY:

Clay Martin , City Attorney

CONTRACTOR

Advanced Project Solutions, LLC

By: _____

Title: _____

(If the Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

END OF SECTION

SECTION 00550
NOTICE TO PROCEED

Date: _____

Project: SR-47 Septic to Sewer RV Park Extension

Owner: City of Lake City, Florida	Owner's Contract No.:
Contract:	Engineer's Project No.: 08504-040-01
Contractor:	
Contractor's Address: [Send Certified Mail, Return Receipt Requested]	
[Delete the above bracketed text before finalizing bid set]	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____.] *[Edit to match Article 4 of Agreement]*

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the Engineer and other identified additional insureds and loss payees) certificates of insurance that each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

END OF SECTION

EJCDC DISPUTE RESOLUTION ADDENDUM

THIS EJCDC DISPUTE RESOLUTION ADDENDUM ("Addendum") is made and effective as of this _____ day of _____, 202____ ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City" or "Owner"), and Advanced Project Solutions, LLC, a Florida limited liability company ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City solicited bids pursuant to ITB-002-2026 (the "Procurement Document") for the septic to sewer RV park extension project; and

WHEREAS, based upon the City's assessment of Contractor's bid, the City selected the Contractor to provide the Services defined therein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in the Contractor's bid response; and

WHEREAS, except as set forth herein, the EJCDC form contract (including its incorporated General Conditions and Supplementary Conditions) (collectively, the "EJCDC Form Contract") of even date herewith between the City and the Contractor shall govern the relationship between the parties; and

WHEREAS, to clarify the means, process, and terms by which the City and the Contractor will resolve disputes arising from the referenced EJCDC Form Contract of even date herewith, the parties hereto desire the provisions of this Addendum be the exclusive means for such resolution of disputes; and

WHEREAS, for further clarification, it is the desire of the parties hereto that arbitration of any disputes between the parties hereto be excluded, barred, and unavailable as a means of resolving any disputes between such parties; now, therefore,

IN CONSIDERATION of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The representations and assertions set forth in the foregoing recitals are incorporated as material terms of this Addendum as if fully recited herein.
2. **Generally.** The provisions of this Addendum shall be the exclusive means, procedure, terms, jurisdiction, and venue governing the resolution of disputes between the City and the Contractor which disputes arise from that certain EJCDC Form Contract between the City and the Contractor, and shall supersede, replace, and take precedent over, and not be considered supplementary to, any dispute resolution provisions of said EJCDC Form Contract.
3. **Mediation.** Owner and Contractor agree they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the referenced EJCDC Form Contract or the breach thereof (collectively, "Disputes", and singularly, a "Dispute") to formal mediation by "***The Resolution Center***" at ***4719 NW 53rd Avenue, Gainesville, Florida***. Owner and Contractor agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis (except as to the applicability of Florida's Sunshine Law and public records laws), and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction, subject to the terms hereof.
4. **Venue & Jurisdiction.** Any action at law or equity by a party hereto arising from a Dispute concerning the terms of this Addendum, the referenced EJCDC Form Contract, or the performance thereunder by the parties hereto, and otherwise subject to resolution pursuant to said EJCDC Form Contract, shall be exclusively brought in a court of competent jurisdiction of the State of Florida in Columbia County, Florida, and the parties hereto do submit to the jurisdiction of such Florida courts, waiving all objection to such jurisdiction and exclusive venue.
5. **Attorneys' Fees.** For any matter subject to final resolution under the referenced EJCDC Form Contract or this Addendum, the prevailing party shall be entitled to an award of its costs and attorneys' fees incurred in the final resolution proceedings and appeals arising therefrom, in an equitable amount to be determined in the discretion of the court with jurisdiction of the matter subject to final resolution.

6. **Conflicts.** To the extent of any conflicts between this Addendum and the referenced EJCDC Form Contract, the provisions of this Addendum shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum the day and year first written.

Advanced Project Solutions, LLC, a Florida limited liability company

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its _____

Noah Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

3. City Council Resolution No. 2026-003 - A resolution of the City of Lake City, Florida approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida limited liability company, to lease certain real property located in the Lake City Airport Industrial Park; 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 agreement; directing and authorizing the Mayor to execute a Memorandum of Lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida, repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2026 - 003
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY AND TUBULAR BUILDING SYSTEMS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO LEASE CERTAIN REAL PROPERTY LOCATED IN THE LAKE CITY AIRPORT INDUSTRIAL PARK; 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; DIRECTING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LEASE SETTING FORTH THE ESSENTIAL TERMS OF SAID LEASE AGREEMENT FOR PURPOSES OF RECORDING SAME IN THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”), owns and operates the Lake City Airport Industrial Park (the “Park”); and

WHEREAS, Tubular Building Systems, LLC, a Florida limited liability company (the “Tenant”), has leased certain real property at the Park since 2015, and desires to continue to lease said real property for industrial operations; and

WHEREAS, the most recently adopted lease between the City and the Tenant was adopted by Resolution 2020-024; and

WHEREAS, the City has negotiated the terms of a lease agreement with the Tenant for the use of said property (the “Agreement”); and

WHEREAS, the City and the Tenant mutually and individually desire to adopt and enter into said Agreement; and

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

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

1. Approving 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 the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is authorized and directed to execute a Memorandum of Lease setting forth the essential terms of the Agreement for purposes of recording said Memorandum of Lease in the public records of Columbia County, Florida; 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, 2026.

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

Airport Lease
by and between
City of Lake City, Florida
and
Tubular Building Systems, LLC

This **LEASE** is entered into as of the ____ day of December 2025, ("Effective Date") and is by and between the **City of Lake City, Florida**, a Florida municipality ("Lessor" or "City"), having an address of 205 North Marion Avenue, Lake City, Florida 32055, and **Tubular Building Systems, LLC**, a Florida limited liability company, ("Lessee"), having an address of P.O. Box 2254, Lake City, Florida 32056:

RECITALS

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

WHEREAS, the City established an industrial park located upon the Airport, which industrial park is unrecorded (the "Airport Industrial Park" or "Industrial Park") to induce, encourage, and promote commercial, manufacturing, and industrial development within Columbia County, Florida for its citizens; and

WHEREAS, Lessee has leased a certain portion of Lot 8 of the Industrial Park, as described in Exhibit "A", hereto; and

WHEREAS, upon the portion of Lot 8 leased by Lessee there is situated thereon an industrial building of approximately 7,500 square feet and other improvements (collectively, the "Building"); and

WHEREAS, Lessee desires to continue to lease the certain portion of Lot 8 of the Industrial Park described in Exhibit "A", hereto, together with the Building (collectively, the "Premises"); and

WHEREAS, Lessee desires to continue to lease the Premises for the purpose of operating a business related to fabricating and constructing tubular steel metal buildings, building components, and other related activities; now, therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, to each this day conveyed by the other party hereto, and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

Lessee Initials: _____

Lessor Initials: _____

1. **INCORPORATION OF RECITALS:** The foregoing recitals, including, but not limited to, the facts, terms, and representations thereof, are incorporated as material terms of this lease agreement as if fully set forth herein.
2. **EXTENSION OF LAPSED LEASE:** As material consideration for the instant lease, the parties hereto agree the terms of the lease between Lessee and Lessor which lease commenced on April 1, 2020 and ended on March 31, 2025, the date of the end of the last extended term of said lease, shall have been extended through and control the actions and obligations of the parties thereto for the period commencing on April 1, 2025 and ending on December 31, 2025.
3. **Premises; Inspections; As Is:** The Lessor leases and Lessee does rent from the Lessor, the Premises as described in "Exhibit A" attached hereto and by this reference made a part hereof, which Premises includes the Building located thereon.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Columbia County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.
4. **TERM:** The initial term of this Lease shall be one (1) year commencing on January 1, 2026, and continuing through and including December 31, 2026. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
5. **RENT:** The annualized rent for the first year of the initial term of this lease shall be FIFTY ONE THOUSAND TWO HUNDRED FIFTY THREE DOLLARS AND FIFTY SIX CENTS (\$51,253.56)

Lessee Initials: _____

Lessor Initials: _____

The rent shall be paid monthly, in advance, on the first day of the month in the amount of \$4,271.13 per month, in addition to all applicable sales tax. Rent amounts due for any fraction of a period for which rent is due shall be prorated accordingly. The rent for any renewal terms shall be adjusted each year on the annual anniversary date of the lease as described herein. The rent shall be delivered by U.S. mail to the address first identified above or hand delivered to City Hall, 205 N. Marion Ave., Lake City, Florida 32055, during regular business hours, and shall be considered paid upon receipt by Lessor. Lessee shall pay a one-time late fee of five percent (5%) on each installment of rent which is received by the Lessor after the 15th calendar day of any payment month. All payments required to be made by Lessee to Lessor pursuant to the lease shall be deemed additional rent.

6. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for four (4) additional one (1) year terms, on like terms and conditions, with the rent adjusted as follows:

Term	Annual Rent	Monthly Rent
First Extended Term commencing on January 1, 2027 and continuing through and including December 31, 2027	\$52,791.12	\$4,399.26
Second Extended Term commencing on January 1, 2028 and continuing through and including December 31, 2028	\$54,374.88	\$4,531.24
Third Extended Term commencing on January 1, 2029 and continuing through and including December 31, 2029	\$56,006.16	\$4,667.18
Fourth Extended Term commencing on January 1, 2030 and continuing through and including December 31, 2030	\$57,686.28	\$4,807.19

and provided the Lessee, at least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee,

regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.

7. **NOTICES:** All notices required by law and by this lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, as follows:

To Lessor:

City Manager
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

With a copy to each:

City Attorney
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Airport Director
Lake City Gateway Airport
3524 East US Highway 90
Lake City, FL 32055

To Lessee:

Donald E. Little, Jr.
Manager
Tubular Building Systems, LLC
P.O. Box 2254
Lake City, Florida 32056

8. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the Premises and owner in fee simple thereof with the full right to make this lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the Premises during the term hereof.
9. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the purpose of operating a business including, but not limited to, constructing tubular steel metal building

Lessee Initials: _____

Lessor Initials: _____

and other related activities. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

10. **COMPLIANCE WITH LAWS:** During the term of this lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Lake City, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances of the City of Lake City, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or special magistrate or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the Premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the Premises.
11. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the Premises or within the Premises that are visible from outside the Premises.
12. **LESSOR'S RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the Premises and buildings for the purpose of inspecting the same.
13. **IMPROVEMENTS OF PREMISES UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said Premises shall become the property of the Lessor upon termination of this lease.
14. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the Premises, Lessor expressly reserves the right to further develop or improve any area of the Airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the Airport and industrial parks of the Airport and all publicly owned facilities of the Airport; and take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the Airport and industrial

parks which in the opinion of the Lessor would limit the usefulness of the Airport and its industrial parks or constitute a hazard to such.

15. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the Premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees to take delivery of all City of Lake City utilities when each utility service is made available.

16. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and any buildings presently located on the Premises, or constructed thereon during the course of this lease except the roof of the current building of approximately 7,500 square feet presently comprising a portion of the Premises.

Lessor, at its own cost and expense, shall keep, maintain, and repair the roof of the Building leased. In the event of an event necessitating repairs to the roof Lessee shall promptly give Lessor written notice of the need for repairs.

Lessee agrees to obtain the written consent of Lessor prior to the initiation of construction of any structures, to any degree, located on or to be located on the Premises. Further, Lessee agrees the interests of the Lessor in the Premises shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

17. **INSURANCE AND BUILDING:**

(a) Lessee shall carry public liability and property damage insurance policies with respect to the Premises and any improvements thereto. Such policies shall name Lessor as an additional insured, and have limits of no less than \$1,00,00.00 for injury or death to any one person and \$2,000,000.00 for any one accident and \$1,000,000.00 with respect to damage to property. Such policies shall be issued by companies authorized to transact business in the state of Florida, and shall be in a form satisfactory to Lessor and shall provide for at least fifteen (15) days prior notice to Lessor of cancellation.

(b) If any structure located on the Premises is totally destroyed or so damaged by fire or other casualties that it cannot be repaired or restored within ninety (90) days, this lease may, at the option of either Lessor or Lessee, be terminated and upon such termination, the rent shall abate for the remainder of the term. If the damage to the building is only partial and can be restored to its present condition within ninety (90) days, Lessor shall

restore it as speedily as circumstances reasonably permit. Lessor may enter upon the Premises for the purpose of performing the restoration work. The rent shall abate until the restoration work has been completed. However, if such damage to any structure occurs during the final twelve (12) months of the then current term, Lessor may terminate this lease by giving written notice to Lessee within thirty (30) days after the damage occurs. If Lessor exercises such option, the rent shall abate for the remainder of the term of the lease.

- (c) At any time after occupancy of the Premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within fifteen (15) days of written notice.

18. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

Lessee Initials: _____

Lessor Initials: _____

19. SUBORDINATION:

- (a) This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the Premises.
- (b) This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

20. REAL PROPERTY TAXES AND ASSESSMENTS: Lessor shall pay all annual ad valorem taxes and assessments, of any kind, levied and imposed upon the Premises and improvements and will provide Lessee with a copy of the tax notice and paid receipt for such taxes. Within thirty (30) days following Lessee's receipt of the tax notice and paid receipt for such taxes, Lessee shall reimburse Lessor all of such taxes and assessments. Taxes owed for the last year of this lease, whether by expiration or early termination, shall be prorated between Lessor and Lessee.

21. ASSIGNMENT AND SUBLetting: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this lease.

22. DEFAULT; REMEDIES: The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the Premises by

Lessee Initials: _____

Lessor Initials: _____

Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

23. **CONDEMNATION:** In the event the entire Premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the lease; should a substantial part of said Premises be so taken, the Lessee may cancel this lease or at its option retain the

remainder of the Premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

24. **CLEANLINESS:** Lessee shall at all times keep the Premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the Premises and shall commit or suffer no waste of the Premises or maintain any nuisance thereon.
25. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on the Premises pursuant to the terms of this lease, during the term of said lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this lease.
26. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the termination of this lease shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto, including buildings (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the Premises is a portion of the Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport. This lease may be subject to approval of the Federal Aviation Administration (the "FAA"). If the FAA disapproves this lease, either party may terminate the lease by providing written notice. This lease shall not be deemed a grant of any exclusive right for the use of the Airport or the granting of exclusive rights prohibited by any state, federal, or local statutes or regulations.

29. **NONDISCRIMINATION:** The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

30. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

31. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

32. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold

harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the Airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the Airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the Airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the City of Lake City Council.

37. **RESERVATION OF RIGHTS:** This lease shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which Lessor acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees this lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, the State of Florida, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity. These terms and conditions include, but are not limited to, requirements that the Lessor obtain fair market rental value for the Premises for the duration of the lease term.

Supplemental to the foregoing, and not as a limitation thereof, this lease shall be subject to the terms, conditions and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the LESSOR and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the LESSOR or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the LESSOR to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Airport Land Lease to be recorded with the Clerk of Courts of Columbia County, Florida on or before sixty (60) days after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

Airport Lease
Lake City Gateway Airport

City of Lake City, Florida (LESSOR)
Tubular Building Systems, LLC, (LESSEE)

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate this
____ day of December, 2025.

LESSOR:

City of Lake City, Florida

LESSEE:

Tubular Steel, LLC, a Florida limited liability
company

Noah E. Walker, Mayor

By: Donald E. Little, Jr., Manager

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

Audrey E. Sikes, City Clerk

Lessee Initials: _____

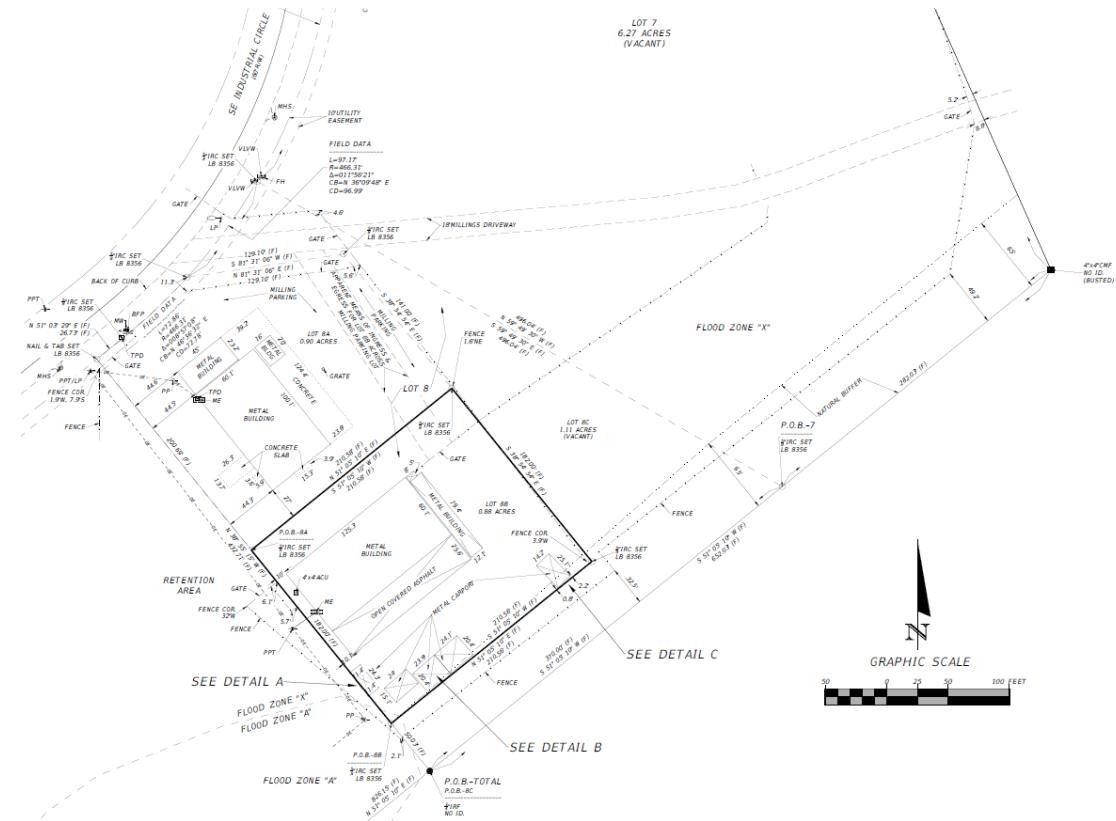
Lessor Initials: _____

EXHIBIT "A"

A portion of Lot 8 (designated as Lot 8B) of the City of Lake City Airport Industrial Park, an unrecorded subdivision, being described as follows, together with easements for ingress and egress over and across portions of Lot 8A and Lot 8C, such easements being depicted as follows:

Lot 8B (a portion of Lot 8):

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet; thence North 38°55'15" West, a distance of 50.03 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 182.00 feet; thence North 51°05'10" East, a distance of 210.58 feet; thence South 38°54'54" East, a distance of 182.00 feet; thence South 51°05'10" West, a distance of 210.56 feet to the POINT OF BEGINNING.



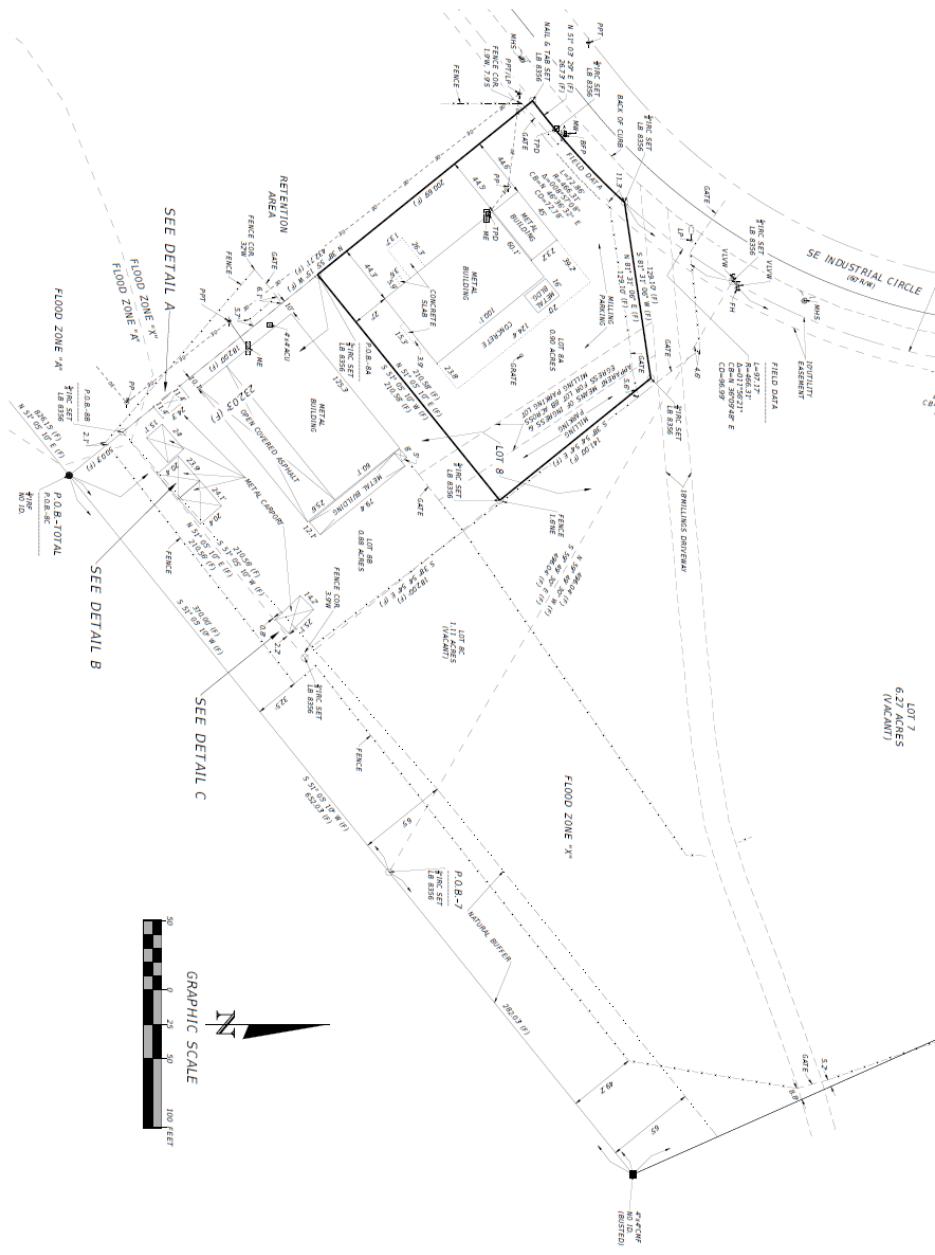
Lessee Initials: _____

Lessor Initials: _____

EXHIBIT "A"

Page 2 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8A and labelled thereon as "Apparent Means of Ingress & Egress for Lot 8B Across Milling Parking Lot":

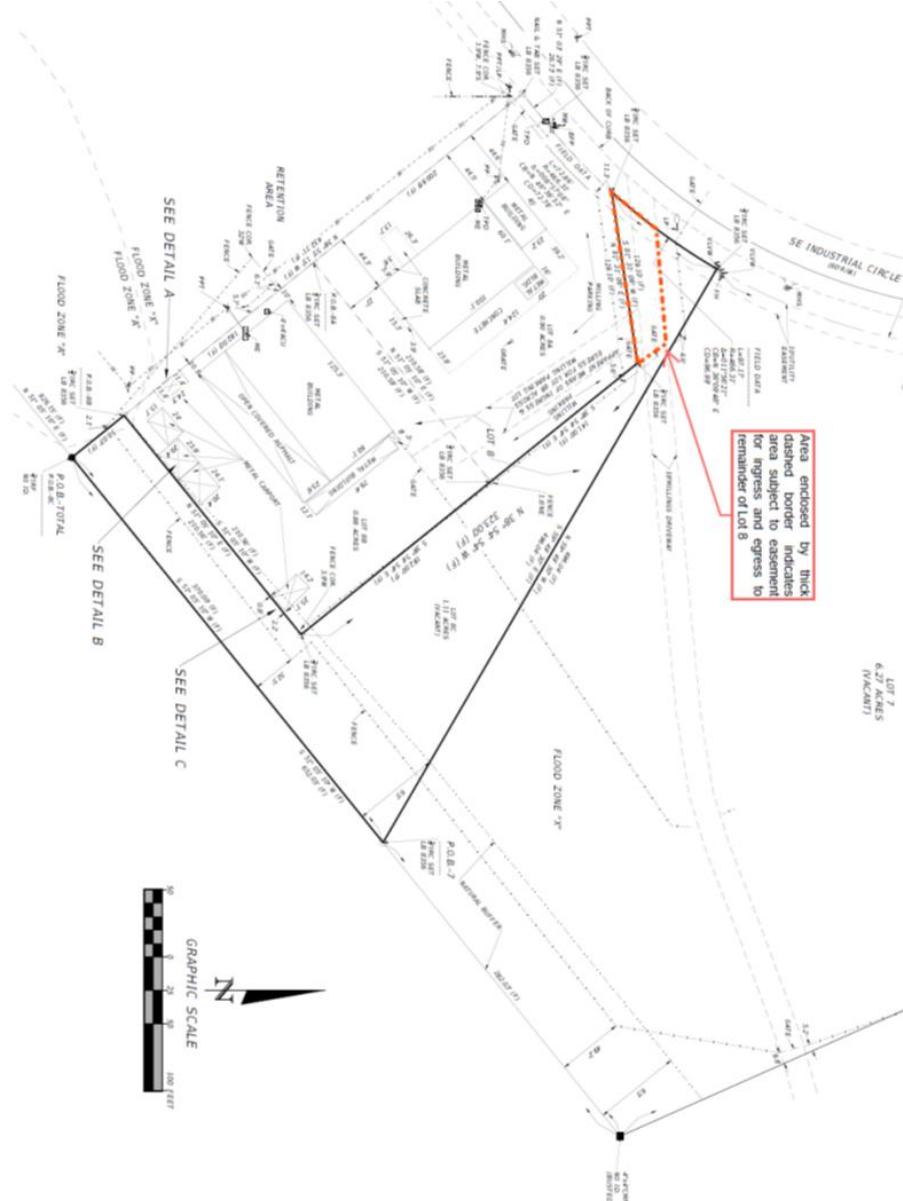


Lessee Initials: _____

Lessor Initials: _____

EXHIBIT "A"

Together with an easement for ingress and egress as depicted on the following survey of Lot 8C and labelled thereon:



Lessee Initials: _____

Lessor Initials: _____

Return to:

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

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of December 2025, by and between the City of Lake City, Florida, a Florida municipality (the "Lessor" or "City"), and Tubular Building Systems, LLC, a Florida limited liability company (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into an agreement titled *Airport Land Lease Between the City of Lake City, Florida and Tubular Building Systems, LLC* dated December 16, 2025, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property and building herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Columbia County, Florida; now therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties the Lease contains additional terms not set forth below and the enforceability of such additional terms shall not be affected by their omission from this *Memorandum of Land Lease*:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit: the land now owned by Lessor and described in Exhibit "A" attached hereto and by this reference made a part hereof.
2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for one (1) year, beginning on January 1, 2026, and continuing through and ending on December 31, 2026. The Lessee has an option pursuant to the Lease to renew the Lease for four (4) additional one (1) year terms.
3. Subject to the terms of the Lease, the Lease allows the Lessee to construct or place leasehold improvements upon the Premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

Lessee Initials: _____

Lessor Initials: _____

Memorandum of Airport Land Lease
Lake City Gateway Airport

City of Lake City, Florida (LESSOR)
Tubular Building Systems, LLC, (LESSEE)

IN WITNESS WHEREOF, the parties have executed this document this ____ day of December 2025.

LESSOR:

City of Lake City, Florida

LESSEE:

Tubular Building Systems, LLC, a Florida limited liability company

Noah E. Walker, Mayor

By: Donald E. Little, Jr., Manager

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence on this _____ day of December 2025 by Noah E. Walker, Mayor, on behalf of the City of Lake City, Florida, who is personally known to me.

Notary Public - Signature

Notary Name - Printed

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of December 2025 by Donald E. Little, Jr., Manager, on behalf of the Tubular Building Systems, LLC, a Florida limited liability company, who is personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

Lessee Initials: _____

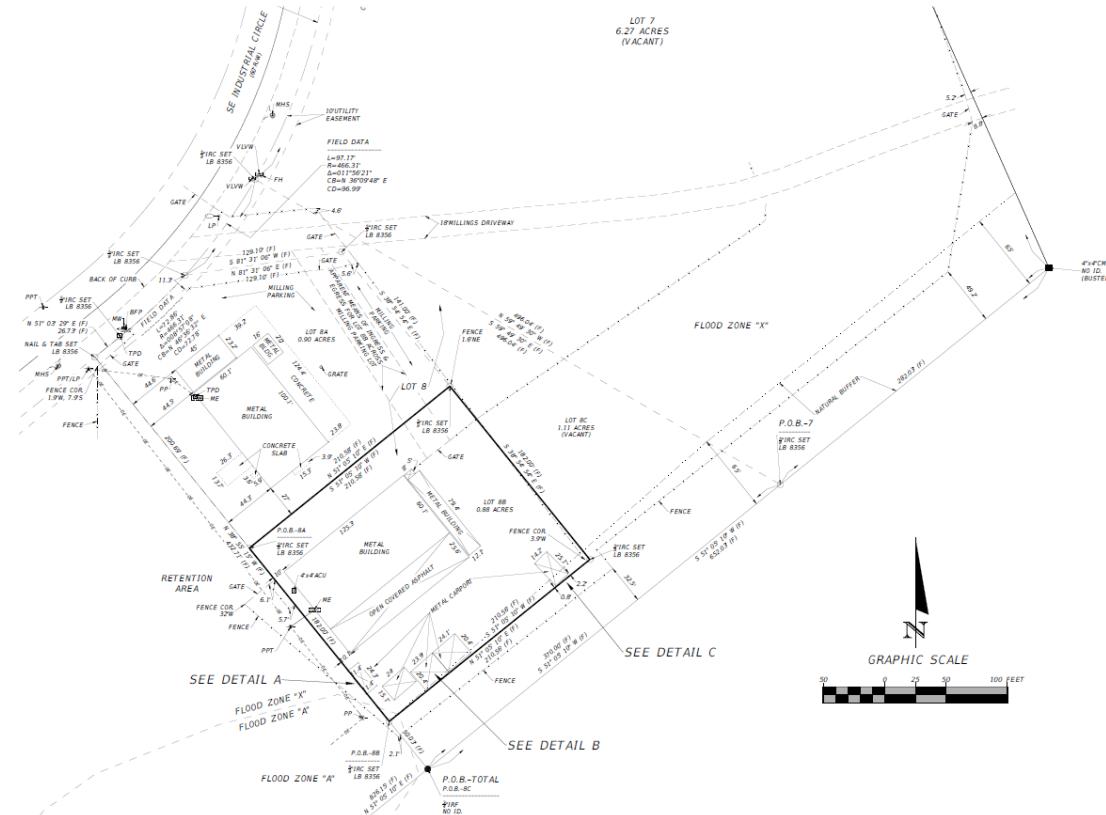
Lessor Initials: _____

EXHIBIT "A"

A portion of Lot 8 (designated as Lot 8B) of the City of Lake City Airport Industrial Park, an unrecorded subdivision, together with an easement for ingress and egress over and across a portion of Lot 8A, such lot and easement being described as follows:

Lot 8B (a portion of Lot 8):

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet; thence North 38°55'15" West, a distance of 50.03 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 182.00 feet; thence North 51°05'10" East, a distance of 210.58 feet; thence South 38°54'54" East, a distance of 182.00 feet; thence South 51°05'10" West, a distance of 210.56 feet to the POINT OF BEGINNING.



Lessee Initials:

Lessor Initials:

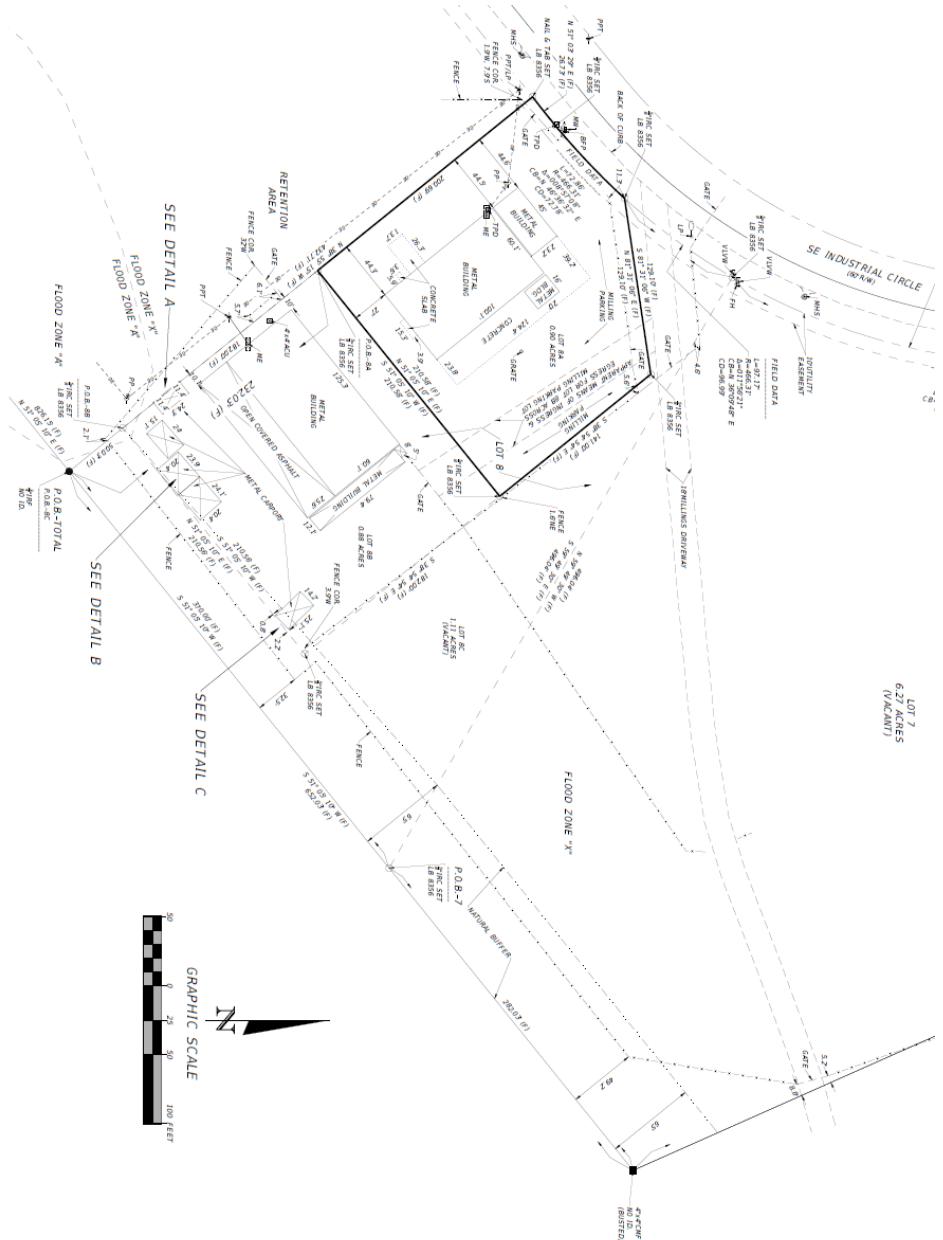
Memorandum of Airport Land Lease Lake City Gateway Airport

City of Lake City, Florida (LESSOR)
Tubular Building Systems, LLC, (LESSEE)

EXHIBIT "A"

Page 2 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8A and labelled thereon as "Apparent Means of Ingress & Egress for Lot 8B Across Milling Parking Lot":



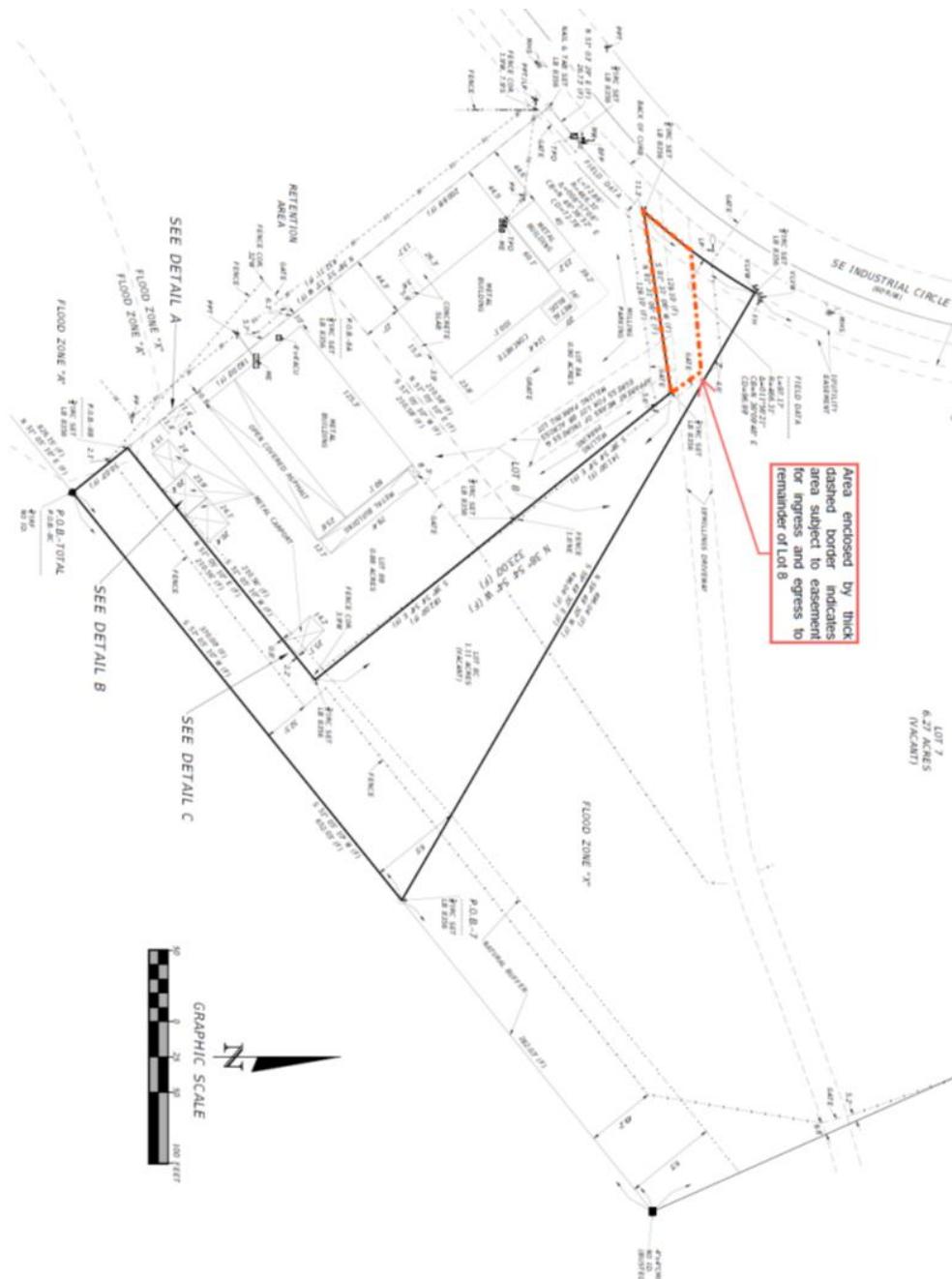
Lessee Initials: _____

Lessor Initials: _____

EXHIBIT “A”

Page 3 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8C and labelled thereon:



Lessee Initials:

Lessor Initials:

File Attachments for Item:

4. City Council Resolution No. 2026-005 - A resolution of the City of Lake City, Florida, authorizing the renewal of that certain agreement in the form of a Memorandum of Understanding between the City of Lake City and Another Way, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
1-5-26

COUNCIL AGENDA	
SECTION	
ITEM NO.	

CITY OF LAKE CITY

Report to Council

SUBJECT: Renewal Memorandum of Agreement (MOU) between Lake City Police Department and Another Way Inc.

DEPT / OFFICE: Police Department

Originator:

Chief of Police Gerald Butler

City Manager Don Rosenthal, City Manager	Department Director Gerald Butler	Date 12-10-25
	<i>G. Butler</i>	

Recommended Action: Approve the Lake City Police Department (LCPD) renewing the agreement with Another Way Inc., Domestic Violence and Rape Crisis Center.

Summary Explanation & Background:

Current Resolution 2024-145

Alternatives: N/A

Source of Funds: N/A

Financial Impact:

None

Exhibits Attached:

Renewal Memorandum of Understanding

RESOLUTION NO 2026 - 005

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE RENEWAL OF THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKE CITY AND ANOTHER WAY, INC., A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") entered into a memorandum of understanding with Another Way, Inc., a Florida not for profit corporation (the "Provider") pursuant to City Council Resolution Number 2024-145 (the "MOU"); and

WHEREAS, the MOU allows the City and the Provider to coordinate services to victims/survivors of rape as well as to victims/survivors of domestic violence; and

WHEREAS, the MOU between the City and the Provider is set to expire; and

WHEREAS, the City and the Provider mutually desire to continue their agreement in the form of the Exhibit attached hereto; and

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

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

1. Renewing the MOU by adopting the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute and bind the City to the terms of the Agreement; and

5. The Chief of Police is authorized and directed to execute said 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 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, 2026.

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

**Memorandum of Understanding
Between Another Way, Inc., Domestic Violence and Rape Crisis Center
And the City of Lake City, Florida**

- 1. Parties.** This Memorandum of Understanding (the "MOU") is made and entered into by and between Another Way, Inc. Domestic Violence and Rape Crisis Center ("AW"), whose mailing address is P.O. Box 1028, Lake City, FL 32056-1028, and the City of Lake City, Florida (the "City"), whose address is 225 NW Main Blvd. Ste. 102, Lake City, FL 32055.
- 2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to victims/survivors of domestic violence and/or sexual assault in the City, by and through the jurisdiction of the Lake City Police Department ("LCPD").
- 3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.
- 4. Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative if requested by LCPD supervisory staff; including but not limited to the LCPD Office, physical location of the domestic violence/sexual assault or medical treatment facilities. Additionally:
 - a. AW will provide LCPD with a central email address or fax number to which reports will be delivered. Official Law Enforcement reports will be used only for the purpose of assisting survivors/victims of domestic violence, sexual assault, and/or human trafficking in application to the Attorney General's Office Victim Compensation.
 - b. AW shall be responsible for complying with all provisions of Florida Statutes Chapter 119 regarding the dissemination of public records.
 - c. AW will support Law Enforcement initiatives that address victim safety and perpetrator accountability.
 - d. AW agrees to abide by all applicable local, state, and federal laws, rules, and regulations, as well as the FBI Criminal Justice Information System (CJIS) Security Policy and rules and regulations of FCIC, with regards to the use of reports/sworn complaints.
 - e. AW agrees to participate in public awareness and prevention activities that further the goal of a Coordinated Community Response to domestic/sexual violence.
 - f. AW agrees to provide LCPD with any domestic/sexual violence awareness materials to include purple/teal metal ribbon pins, purple decorative ribbons,

domestic/sexual violence awareness month signs to display, and/or any printed material for awareness months.

g. AW agrees to conduct routine and calendared training for LCPD on issues related to addressing the needs of domestic/sexual violence to survivors and their children and other related topics. AW will provide LCPD with recorded training or will conduct in-person training.

5. **Public Records.** AW shall generally comply with Florida's public records laws, and specifically AW shall:

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

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

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

**205 North Marion Avenue,
Lake City, Florida 32055.**

6. **Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)). Additionally:
 - a. The LCPD agrees to provide AW with offense incident reports documenting domestic violence/sexual assault in accordance with FS. 741.29 (2) when said reports have been completed and approved by LCPD supervision.
 - b. LCPD and AW will work collaboratively with other community agencies to achieve mutual goals, including the enhancement of domestic violence and sexual assault victims and child safety, increasing batterer accountability, and reducing domestic violence homicides.
 - c. LCPD and AW will ensure all information released to each other adheres to all applicable confidentiality and privilege laws, and any protocols agreed to by the partners addressing information sharing and cooperation in domestic/sexual violence prevention and investigation.
 - d. LCPD will provide referrals to AW for individuals or families who have reported domestic violence/sexual assault allegations and for individuals or families that are later identified as needing domestic/sexual violence services.
 - e. LCPD will support the efforts of AW by enforcing all laws pertaining to domestic violence/sexual assault. In addition, LCPD will provide survivors with information about AW and connect them with the center's 24-hour helpline number if the survivor would like to speak with a domestic/sexual violence advocate.
 - f. LCPD will provide attendance record of any Law Enforcement officer who participates in an in-person or recorded Law Enforcement training.
 - g. LCPD agrees to participate in domestic/sexual violence awareness and prevention activities that further the goal of the Coordinated Community Response to domestic/sexual violence. LCPD will wear purple/teal ribbon pins during domestic violence awareness month (October) and sexual violence awareness month (April).
 - h. LCPD will add the AW 24-7 helpline number and link to AW website on the LCPD website.
7. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify

that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

ANOTHER WAY, INC.

Catherine Price, Interim Executive Director

Date

CITY OF LAKE CITY

Noah E. Walker, Mayor

Date

JOINED BY

Gerald Butler, Chief of Police

Date

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

Audrey Sikes, City Clerk

Date

File Attachments for Item:

5. City Council Resolution No. 2026-009 - A resolution of the City of Lake City, Florida accepting the donation of a new fuel tanker truck having vehicle identification number 3HAEKTATXRL099903 to the City by the State of Florida Department of Emergency Management; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to accept said donation and to transfer ownership of said fuel truck to the City of Lake City; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Accept a donation of a JetA Fuel truck.

Dept. / Office: Airport

Originator: Ed Bunnell		
City Manager Don Rosenthal	Department Director Ed Bunnell	Date 12/29/25
Recommended Action:		
Accept a donation of a JetA Fuel truck.		
Summary Explanation & Background: Federal Department of Emergency Management has donated a seven thousand gallon JetA fuel truck to Lake City Gateway Airport.		
The fuel truck has two additional thousand gallon more capacity than our current five thousand gallon truck, plus the addition of a man lift incorporated. The man lift has fuel hoses that are integrated into the lift for fueling the larger aircraft and DC-10 fire fighting aircraft. This is a safety feature for our linemen not to have to stand on top of our current fuel truck with no safety railing to fuel the planes.		
Alternatives: Not Accept		
Source of Funds: None		
Financial Impact: Additional income.		
Exhibits Attached: Exhibit (1) Invoice (2) Truck Photo		

CM/rrp
12/30/2025

RESOLUTION NO 2026 - 009

CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING THE
DONATION OF A NEW FUEL TANKER TRUCK HAVING VEHICLE
IDENTIFICATION NUMBER 3HAEKTATXRL099903 TO THE CITY BY THE
STATE OF FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT;
MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY
ACCEPTING SAID DONATION; RECOGNIZING THE AUTHORITY OF THE
MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO
ACCEPT SAID DONATION AND TO TRANSFER OWNERSHIP OF SAID
FUEL TRUCK TO THE CITY OF LAKE CITY; REPEALING ALL PRIOR
RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (the “City”) operates the Lake City Gateway Airport (the “Airport”); and

WHEREAS, the Florida Department of Emergency Management (the “Donor”) has offered for donation to the City a new fuel tanker truck having vehicle identification number 3HAEKTATXRL099903 (the “Property”) to the City for use by the Airport; and

WHEREAS, the Property, having a seven thousand gallon capacity, would be utilized by the Airport to administer fuel to large aircraft while also offering enhanced safety features to protect lineman; and

WHEREAS, accepting the Property 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. Accepting the donation of the Property from the Donor is in the public or community interest and for public welfare; and
2. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City are each authorized to execute on behalf of and bind the City to such documents as would accept the donation of the Property and transfer ownership of the Property to the City; and

4. The Mayor of the City of Lake City, is directed to execute on behalf of and bind the City as set forth herein; 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, 2026.

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



27657 Commerce Oaks Drive Conroe, TX 77385 USA
Phone: (832) 655-2243
FEIN # 99-4225684

INVOICE BAKER 2025-XX

Quote #	DATE
	12/12/2025
CUSTOMER ID	CONTRACT/PO #
1	
TERMS	
Mission #	

BILL TO
FDEM
2555 Shumard Oak Blvd
Tallahassee, Florida 32399



File Attachments for Item:

6. City Council Ordinance No. 2026-2349 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-07, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Annexation ANX 25-07

PRESENTED BY
ROBERT ANGELO



Introduction

- Applicant has requested to annex parcel 08881-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

Location



Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15th, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18th, 2025, by Ordinance 2025-23.



Staff Recommendation

- Staff's recommendation is to approve Ordinance 2025-2349.

QUESTIONS?



ORDINANCE NO. 2026-2349

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**
2 **PETITION NO. ANX 25-07, SUBMITTED BY LAKE CITY 47, LLC, A FLORIDA**
3 **LIMITED LIABILITY COMPANY, RELATING TO VOLUNTARY**
4 **ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN**
5 **COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO**
6 **THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING**
7 **CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING**
8 **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING**
9 **AN EFFECTIVE DATE.**

10 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
11 of Lake City, Florida, (the “City Council”), to annex real property into the corporate boundaries of
12 the City of Lake City, Florida, (the “City”); and

13 **WHEREAS**, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal
14 Annexation or Contraction Act, empowers the City Council to annex real property into the
15 corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain
16 real property; and

17 **WHEREAS**, the Interlocal Service Boundary Agreement (the “ISBA”) between the Board of County
18 Commissioners of Columbia County, Florida, (the “County”), adopted by Columbia County
19 Ordinance No. 2025-23 and the City, adopted by City of Lake City Ordinance No. 2026-2345
20 permits property not contiguous to the boundaries of the City to be annexed into the City; and

21 **WHEREAS**, Lake City 47, LLC, a Florida limited liability company, the owner of certain real
22 property more particularly described herein below (the “Real Property”), has petitioned that the
23 same be voluntarily annexed and incorporated into the boundaries of the City; now therefore

24 **BE IT ORDAINED** by the People of the City of Lake City, Florida, as follows:

25 1. Pursuant to a petition, ANX 25-07, by Lake City 47, LLC, a Florida limited liability company,
26 the owner of Real Property, said Real Property being depicted on Schedule A: Location Map,
27 attached hereto and incorporated as part of this Ordinance, and is reasonably compact, has
28 petitioned the City to have said Real Property annexed into the City.

29 A parcel of land lying in Section 30, Township 4 South, Range 17 East, Columbia
30 County, Florida. Being more particularly described as follows: Commence at the
31 Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 30;

32 thence South 89°48'22" West, along the North line of the said Southwest 1/4 of
33 the Northwest 1/4 of said Section 30, a distance of 13.70 feet; thence South
34 04°36'22" West 20.57 feet to the South line of an easement; thence South
35 89°48'22" West, along said South line of easement, 18.20 feet for a Point of
36 Beginning; thence South 25°20'22" West parallel to State Road 47, a distance of
37 200.00 feet; thence South 89°48'22" West parallel to said South line of an
38 easement, 200.00 feet to the East line of State Road 47; thence North 25°20'22"
39 East, along said East line of State Road 47, a distance of 200.00 feet to said South
40 line of an easement; North 89°48'22" East, along said South line of an easement,
41 a distance of 200.00 feet to the Point of Beginning.

42 LESS AND EXCEPT

43 Approximately 11.00 feet off the West side thereof for road right-of-way.

44 Containing 26.61 acres, more or less.

45 2. The City Council finds the petition bears the signatures of all owners of said Real Property in
46 the area proposed to be annexed.

47 3. The City Council finds said Real Property meets the criteria established by Chapter 171,
48 Florida Statutes, as amended, and said ISBA between the County, and the City, and should
49 be annexed to the boundaries of the City.

50 4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part
51 of the City.

52 5. The boundaries of the City are hereby redefined to include the Real Property.

53 6. Annexation. Said Real Property shall continue to be classified as follows: RESIDENTIAL,
54 MODERATE DENSITY (less than or equal to 4 dwelling units per acre) and HIGHWAY
55 INTERCHANGE under the land use classifications as designated on the Future Land Use Plan
56 Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, INTENSIVE
57 (CI) under the zoning districts as designated on the Official Zoning Atlas of the Columbia County
58 Land Development Regulations until otherwise changed or amended by appropriate ordinance
59 of the City.

60 7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby
61 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject
62 to all general and special assessments.

63 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,

64 within the area, described in Section 1 above, upon the effective date of this Ordinance
65 under a valid license or permit issued by the County and all other necessary state or federal
66 regulatory agencies, may continue such occupation, business, trade or profession within the
67 entire boundaries of the City, as herein defined, upon securing a valid occupational license
68 from the City, which shall be issued upon payment of the appropriate fee, without the
69 necessity of taking or passing any additional examination or test which otherwise is required
70 relating to the qualification of such occupations, businesses, trades or professions.

71 9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of
72 this Ordinance, a certified copy of this Ordinance with the following:

- 73 a) Florida Department of State, Tallahassee, Florida;
- 74 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- 75 c) Clerk of the Circuit Court of Columbia County, Florida;
- 76 d) Chief Administrative Officer of Columbia County, Florida;
- 77 e) Property Appraiser of Columbia County, Florida;
- 78 f) Tax Collector of Columbia County, Florida; and
- 79 g) All public utilities authorized to conduct business within the City.

80 10. **Severability.** It is the declared intent of the City Council that if any section, sentence, clause,
81 phrase, or provision of this ordinance is for any reason held or declared to be
82 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such
83 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this
84 Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,
85 shall be deemed to be valid.

86 11. **Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to
87 the extent of such conflict.

88 12. **Effective Date.** This Ordinance shall be effective on the date of final adoption by the City
89 Council.

APPROVED, UPON FIRST READING, by the City Council, at a regular meeting, on the _____ day
of _____, 2026.

PUBLICLY NOTICED, in a newspaper of general circulation in the City, by the City Clerk of the City,
on the 3rd of January 2026 and 8th day of January 2026.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council, at a regular meeting this ____ day of _____, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

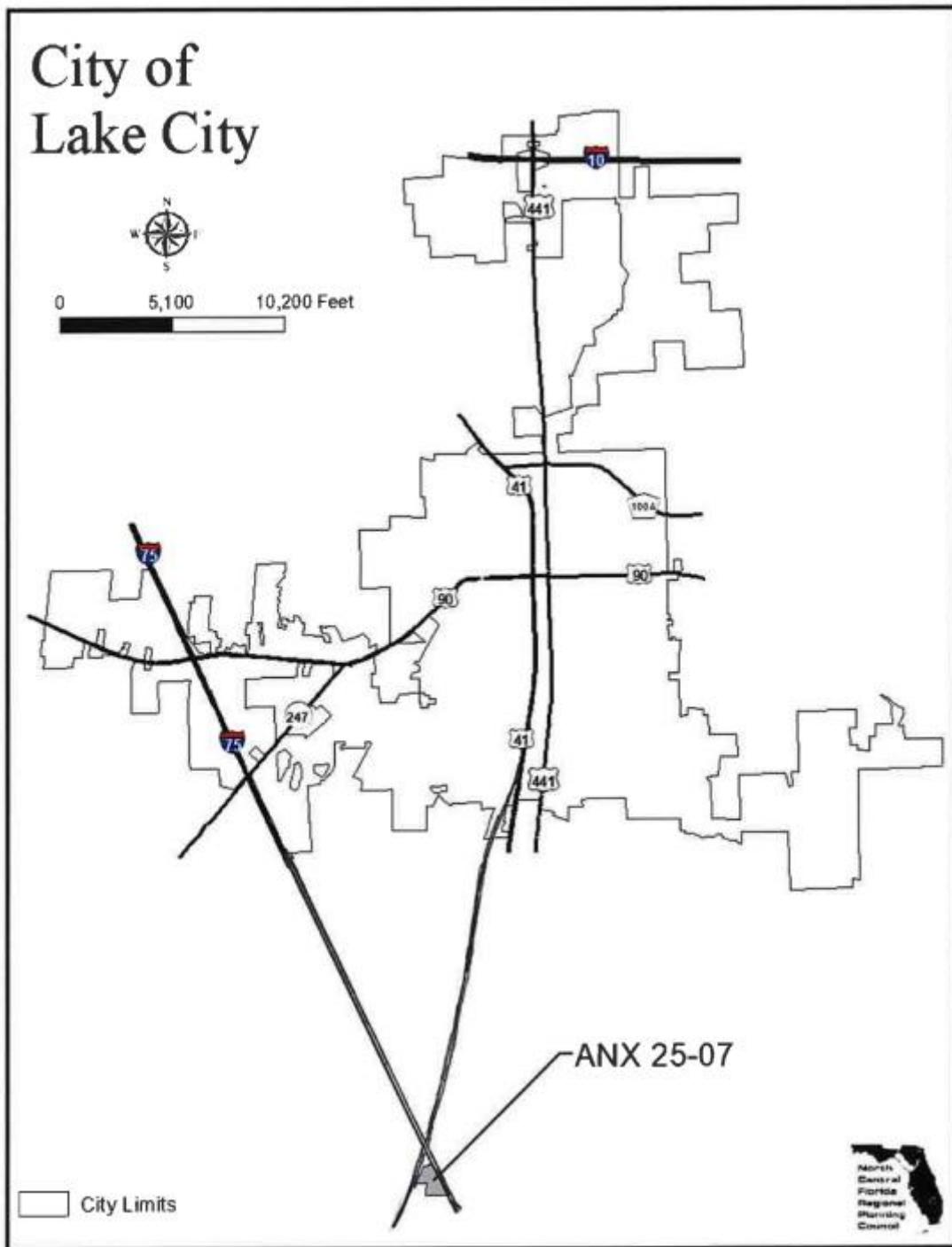
ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Schedule A: Location Map



File Attachments for Item:

7. City Council Ordinance No. 2025-2315 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast Investment Corp., Inc., the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Commercial, Neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located on Laurel Lane behind Circle K on Highway 90.

Passed on first reading on 12/15/2025



Z 25-03/Ordinance 2025-2315

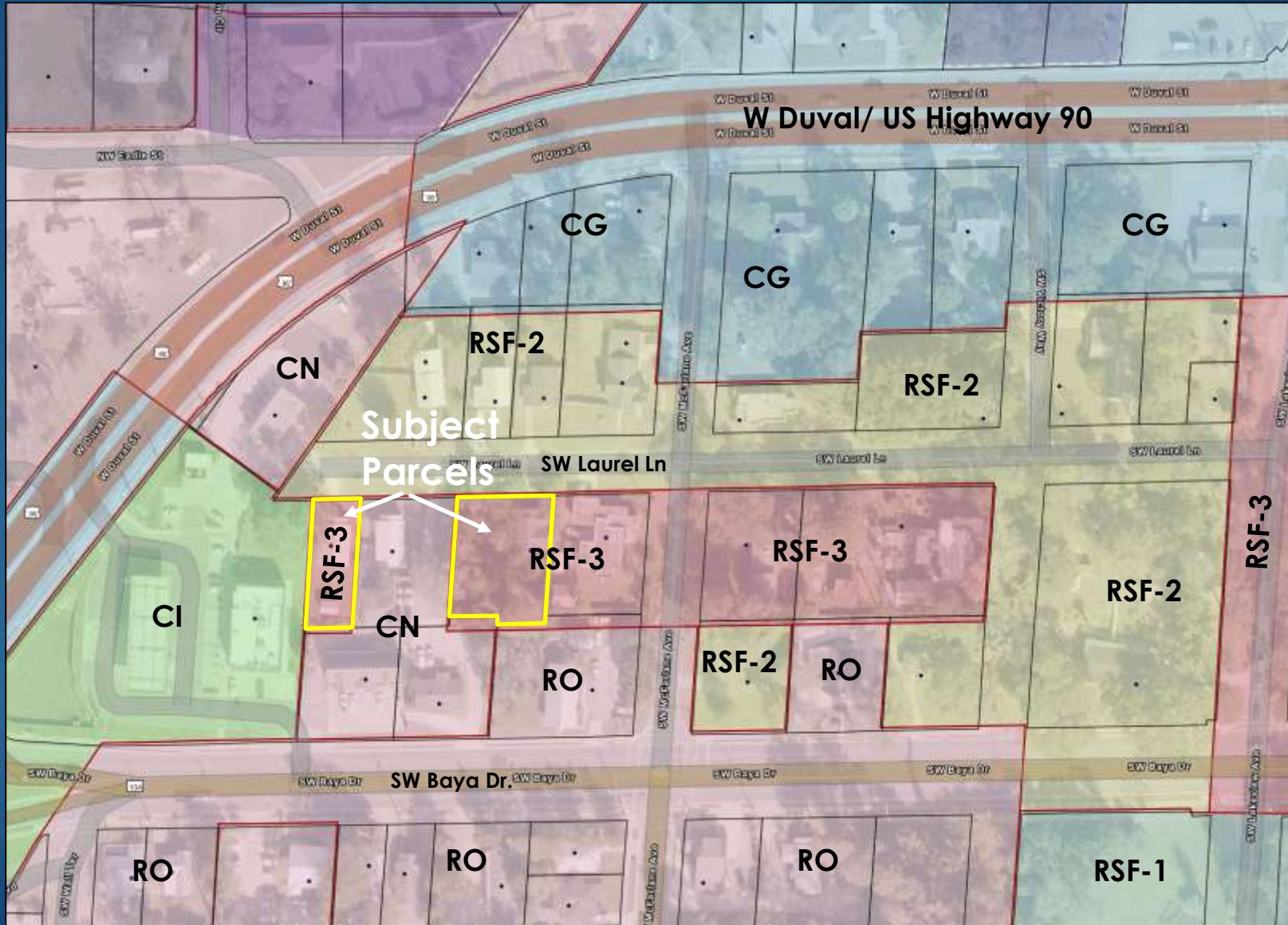
ZONING CHANGE ON PARCELS #12516-000 AND 12514-000

December 09, 2025

Introduction

- Parcels 12516-000 and 12514-000 are currently zoned Residential Single Family 3 (RSF-3);
- Petition Z 25-03 is a request to change the zoning on parcels 12516-000 and 12514-000 from RSF-3 to Commercial Neighborhood (CN);
- In the Lake City Comprehensive Plan and Land Development Regulations, Commercial Neighborhood zoning is required to be located on a road designated as a Collector or Arterial roadway (Policy I.1.5, 2 and Sec. 4.11.1).

Location



Recommended Action

- Staff recommended action is for the City Council to approve Ordinance 2025-2315.



Questions?

ORDINANCE NO. 2025-2315

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-03, BY CAROL CHADWICK, P.E., AS AGENT FOR FLORIDA FIRST COAST INVESTMENT CORP., INC., THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) TO COMMERCIAL, NEIGHBORHOOD (CN) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

14 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
15 of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development
16 regulations; and

17 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community
18 Planning Act, requires the City Council to prepare and adopt regulations concerning the use of
19 land and water to implement the comprehensive plan; and

20 **WHEREAS**, an application for an amendment, as described below, has been filed with the City;
21 and

22 **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been
23 designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

24 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land
25 Development Regulations, the Board, serving also as the LPA, held the required public hearing,
26 with public notice having been provided, on said application for an amendment, as described
27 below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all
28 comments received during said public hearing and the Concurrency Management Assessment
29 concerning said application for an amendment, as described below, and recommended to the
30 City Council approval of said application for an amendment, as described below; and

31 **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the
32 required public hearing, with public notice having been provided, on said application for an
33 amendment, as described below, and at said public hearing, the City Council reviewed and
34 considered all comments received during said public hearing, including the recommendation of
35 the Board, serving also as the LPA, and the Concurrency Management Assessment concerning
36 said application for an amendment, as described below; and

37 **WHEREAS**, the City Council has determined and found that approval of said application for an
38 amendment, as described below, would promote the public health, safety, morals, order,
39 comfort, convenience, appearance, prosperity or general welfare; now therefore

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

41 1. Pursuant to an application, Z 25-03, by Carol Chadwick, P.E., as agent for Florida First Coast
42 Investment Corp., Inc., to amend the Official Zoning Atlas of the Land Development
43 Regulations by changing the zoning district of certain lands, the zoning district is hereby
44 changed from RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) to COMMERCIAL, NEIGHBORHOOD
45 (CN) on property described, as follows:

46 **A parcel of land lying in Section 31, Township 3 South, Range 17 East, Columbia
47 County. Being more particularly described, as follows: Lots 3, 4 and 7 of Block 3 of
48 the McFarlane Park subdivision, as recorded in the Public Records of Columbia
49 County, Florida.**

50 **Containing 0.43 acre, more or less.**

51 2. **Severability.** If any provision or portion of this ordinance is declared by any court of
52 competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining
53 provisions and portions of this ordinance shall remain in full force and effect.

54 3. **Conflict.** All ordinances or portions of ordinances in conflict with this ordinance are hereby
55 repealed to the extent of such conflict.

56 4. **Effective Date.** This ordinance shall become effective upon adoption.

57 5. **Authority.** This ordinance is adopted pursuant to the authority granted by Section 166.021,
58 Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as
59 amended.

60 **PASSED** upon first reading this _____ day of _____ 2025.

61 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum
62 present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

63

Ordinance Number: 2025-2315
Passed on first reading on December 15, 2025

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	✓	_____	_____	_____
Tammy Harris, Council Member	✓	_____	_____	_____
Chevella Young, Council Member	✓	_____	_____	_____
Ricky Jernigan, Council Member	✓	_____	_____	_____
James Carter, Council Member	✓	_____	_____	_____

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 SIKES, MMC
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2315- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-03, BY CAROL CHADWICK, P.E., AS AGENT FOR FLORIDA FIRST COAST INVESTMENT CORP., INC., THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) TO COMMERCIAL, NEIGHBORHOOD (CN) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING 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 law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

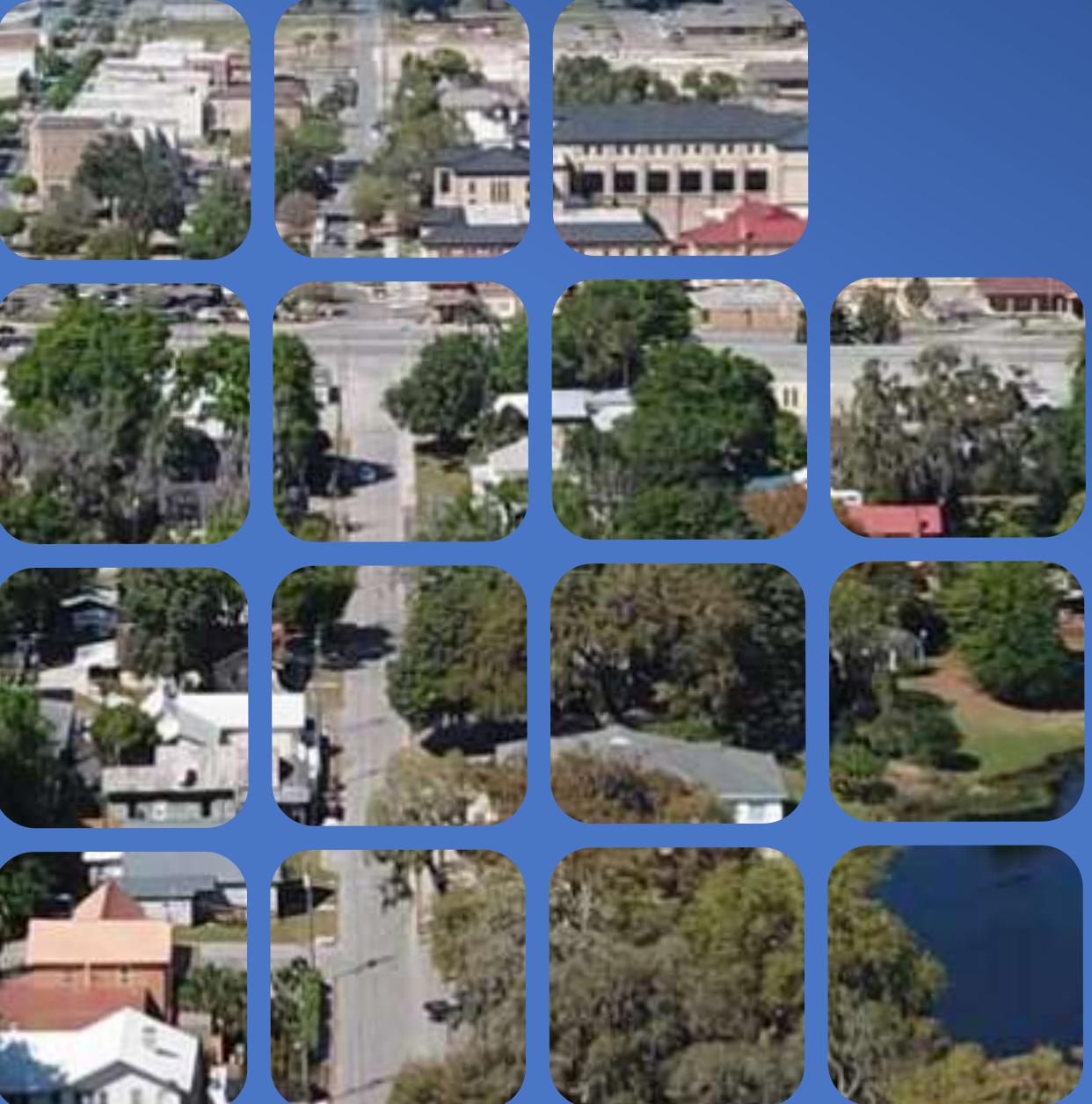
- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 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.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

8. City Council Ordinance No. 2026-2347 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City, Florida; providing for amending Section 4.1.1 entitled Zoning Districts, Establishment of Districts by adding a "MU" Mixed-Use Zoning District; providing for amending Section 4.1.6 entitled Zoning Districts, Definitions of Groupings of Various Districts by adding a definition of Mixed-Use; providing for adding Section 4.1.9 entitled Zoning Districts, Mixed-Use Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2347 on first reading



MIXED USE ZONING

PRESENTED BY
ROBERT ANGELO



AGENDA



QUESTIONS

DEFINITION

BENEFITS

KEY TAKEAWAYS

WHAT IS MIXED USE ZONING

- Mixed-use zoning is an alternative to single-use zoning. This varies from Euclidian zoning, where land uses are separated in districts.
- A mixed-use development places multiple uses within a development site.
- A mixed-use development is usually a vertical mixed use or a horizontal mixed use.



Image credit: Tioga Realty, 2022.

COMMUNITY BENEFITS



EXAMPLE OF MIXED-USE ZONING

Mixed-Use Development



KEY TEXT

- Maximum residential density of forty (40) dwelling units per acre.
- Minimum single family lot size of 3,600 square feet.
- Minimum residential non-single family lot size of 7,200 square feet.
- Alcoholic beverage establishments permitted in MU-1 and MU-2.
- Truck and bus maintenance facilities permitted in MU-2.



QUESTIONS

ORDINANCE NO. 2026-2347

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT**
2 **OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS**
3 **AMENDED, PURSUANT TO AN APPLICATION, LDR 25-03, BY THE GROWTH**
4 **MANAGEMENT DEPARTMENT OF LAKE CITY, FLORIDA; PROVIDING FOR**
5 **AMENDING SECTION 4.1.1 ENTITLED ZONING DISTRICTS, ESTABLISHMENT**
6 **OF DISTRICTS BY ADDING A "MU" MIXED-USE ZONING DISTRICT;**
7 **PROVIDING FOR AMENDING SECTION 4.1.6 ENTITLED ZONING DISTRICTS,**
8 **DEFINITIONS OF GROUPINGS OF VARIOUS DISTRICTS BY ADDING A**
9 **DEFINITION OF MIXED-USE; PROVIDING FOR ADDING SECTION 4.19**
10 **ENTITLED ZONING DISTRICTS, MIXED-USE ZONING DISTRICT; PROVIDING**
11 **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN**
12 **EFFECTIVE DATE**

13 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
14 of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development
15 regulations; and

16 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community
17 Planning Act, requires the City Council to prepare and adopt regulations concerning the use of
18 land and water to implement the comprehensive plan; and

19 **WHEREAS**, an application for an amendment, as described below, has been filed with the City;
20 **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Planning and Zoning
21 Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida,
22 hereinafter referred to as the Local Planning Agency; and

23 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land
24 Development Regulations, the Planning and Zoning Board, serving also as the Local Planning
25 Agency, held the required public hearing, with public notice having been provided, on said
26 application for an amendment, as described below, and at said public hearing, the Planning and
27 Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments
28 received during said public hearing concerning said application for an amendment, as described
29 below, and recommended to the City Council approval of said application for an amendment, as
30 described below; and

31 **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the
32 required public hearings, with public notice having been provided, on said application for an
33 amendment, as described below, and at said public hearings, the City Council reviewed and
34 considered all comments received during said public hearings, including the recommendation of

35 the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for
36 an amendment, as described below; and

37 **WHEREAS**, the City Council has determined and found that a need and justification exist for the
38 approval of said application for an amendment, as described below; and

39 **WHEREAS**, the City Council has determined and found that approval of said application for an
40 amendment, as described below, is consistent with the purposes and objectives of the
41 comprehensive planning program and the Comprehensive Plan; and

42 **WHEREAS**, the City Council has determined and found that approval of said application for an
43 amendment, as described below, will further the purposes of the Land Development Regulations
44 and other ordinances, regulations and actions designed to implement the Comprehensive Plan;
45 and

46 **WHEREAS**, the City Council has determined and found that approval of said application for an
47 amendment, as described below, would promote the public health, safety, morals, order,
48 comfort, convenience, appearance, prosperity or general welfare; now therefore

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

50 1. Pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City,
51 Florida, to amend the text of the Land Development Regulations, Section 4.1.1 entitled Zoning
52 Districts, Establishment of Districts is hereby amended to read, as follows:

53 SECTION 4.1 ZONING DISTRICTS

54 4.1.1 ESTABLISHMENT OF DISTRICTS

55 In order to classify, regulate, and restrict the use of land, buildings, and structures; to
56 regulate the area of yards and open spaces about buildings; to regulate the intensity of land
57 use, and to promote orderly growth within areas subject to these land development
58 regulations, the following zoning districts are established:

59 CSV	Conservation
60 A	Agricultural
61 RSF-1, 2, 3	Residential, Single Family
62 RSF/MH-1, 2, 3	Residential, (Mixed) Single Family/Mobile Home
63 RMH-1, 2, 3	Residential, Mobile Home
64 RMH-P	Residential, Mobile Home Park
65 RMF-1, 2	Residential, Multiple Family
66 RO	Residential, Office
67 CN	Commercial, Neighborhood
68 CG	Commercial, General
69 CI	Commercial, Intensive

70	C-CBD	Commercial, Central Business District
71	CHI	Commercial, Highway Interchange
72	ILW	Industrial, Light and Warehousing
73	I	Industrial
74	PRD	Planned Residential Development
75	<u>MU</u>	<u>Mixed-Use</u>

76 2. Pursuant to an application, LDR 25-03, by the Growth Management Department of the City
77 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.1.6
78 entitled Zoning Districts, Definitions of Groupings of Various Districts is hereby amended to
79 read, as follows:

80 4.1.6 DEFINITIONS OF GROUPINGS OF VARIOUS DISTRICTS

81 Where the phrases "all conservation districts", "conservation districts", "zoned
82 conservation", "conservation zone", or phraseology of similar intent are used in
83 these land development regulations, the phrases shall be construed to include the
84 following district:

85 CSV Conservation

86 Where the phrases "all agricultural districts", "agricultural districts", "zoned
87 agriculturally", "agricultural zone", "agriculturally zoned", or phraseology of similar
88 intent are used in these land development regulations, the phrases shall be
89 construed to include the following district:

90 A Agricultural

91 Where the phrases "one (1) family residential districts", "one (1) family residential
92 district", "zoned for one (1) family residential purposes", or phraseology of similar
93 intent are used in these land development regulations, the phrases shall be
94 construed to include the following districts:

95 RSF-1, 2, 3 Residential, Single Family

96 RSF/MH-1, 2, 3 Residential, (Mixed) Single Family/Mobile Home

97 RMH-1, 2, 3 Residential, Mobile Home

98 Where the phrases "all residential districts", "residential district", "zoned
99 residentially", "residentially zoned", "zoned for residential purposes" or
100 phraseology of similar intent are used in these land development regulations, the
101 phrases shall be construed to include the following districts:

102 RSF-1, 2, 3 Residential, Single Family

103 RSF/MH-1, 2, 3 Residential, (Mixed) Single Family/Mobile Home

104 RMH-1, 2, 3 Residential, Mobile Home
105 RMH-P Residential, Mobile Home Park
106 RMF-1, 2 Residential, Multiple Family
107 RO Residential, Office

108 Where the phrases "commercial districts", "zoned commercially", "commercially
109 zoned", "commercial zoning", or phraseology of similar intent are used in these land
110 development regulations, the phraseology shall be construed to include the
111 following districts:

112 CN Commercial, Neighborhood
113 CG Commercial, General
114 CI Commercial, Intensive
115 C-CBD Commercial, Central Business District
116 CHI Commercial, Highway Interchange

117 Where the phrases "industrial districts", "zoned industrially", "industrially zoned",
118 "industrial zoned", or phraseology of similar intent, are used in these land
119 development regulations, the phraseology shall be construed to include the
120 following districts:

121 ILW Industrial, Light and Warehousing
122 I Industrial

123 Where the phrases "planned residential development", "zoned for planned
124 residential development" or phrases of similar intent are used in these land
125 development regulations, the phrases shall be construed to include the following
126 districts:

127 PRD Planned Residential Development

128 **Where the phrases "mixed use district", "zoned mixed use", "mixed use zoned",
129 or phraseology of similar intent, are used in these land development regulations,
130 the phraseology shall be construed to include the following districts:**

131 **MU Mixed-Use**

132 3. Pursuant to an application, LDR 25-03, by the Growth Management Department of the City
133 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.1.9
134 entitled Zoning Districts, Mixed-Use is hereby added to read, as follows:

135 **SECTION 4.19 "MU" MIXED-USE**

136 **4.19.1 DISTRICTS AND INTENT**

137 The Mixed District consists of two (2) zoning districts; MU-1,
138 Residential/Commercial and MU-2, Residential/Industrial. MU-1 Zoning is to
139 allow for the development of an integrated mix of commercial and residential
140 uses. MU-2 Zoning District is to allow for the development of an integrated mix
141 of industrial and residential. The intent is to create a vibrant, walkable, and
142 bikeable community with a mix of uses and housing types. Mixed Use Zoning
143 Districts shall be located on arterial or collector streets and where central water
144 and wastewater facilities are available or planned to be available and adequate
145 capacity is available.

146 **4.19.2 PERMITTED PRINCIPAL USES AND STRUCTURES**

<u>PRINCIPAL USE</u>	<u>MU-1</u>	<u>MU-2</u>
<u>RESIDENTIAL</u>		
<u>Single Family Dwellings</u>	<u>P</u>	<u>P</u>
<u>Duplex</u>	<u>P</u>	<u>P</u>
<u>Multi-family dwelling</u>	<u>P</u>	<u>P</u>
<u>Accessory dwelling unit</u>	<u>A</u>	<u>A</u>
<u>Townhomes</u>	<u>P</u>	<u>P</u>
<u>NONRESIDENTIAL</u>		
<u>Alcoholic beverage establishment</u>	<u>P</u>	<u>P</u>
<u>Amusement or assembly places with/without fixed seating</u>	<u>P</u>	<u>P</u>
<u>Adult care center</u>	<u>SE</u>	<u>SE</u>
<u>Auto self-service stations (See Section 4.2)</u>	<u>P</u>	<u>P</u>
<u>Auto service stations (See Section 4.2)</u>	<u>SE</u>	<u>P</u>
<u>Banks and financial institutions</u>	<u>P</u>	<u>P</u>
<u>Bed and breakfast establishment</u>	<u>P</u>	<u>P</u>
<u>Bus or transportation terminals and parcel delivery terminals</u>	<u>SE</u>	<u>SE</u>
<u>Carwash</u>	<u>SE</u>	<u>P</u>
<u>Churches and other houses of worship</u>	<u>P</u>	<u>P</u>
<u>Clubs, lodges, or fraternities</u>	<u>P</u>	<u>P</u>
<u>Dry cleaning and laundry package plants in completely enclosed buildings using nonflammable liquids such as perchloroethylene and with no odor, fumes, or steam detectable to normal senses from off the premises.</u>	<u>P</u>	<u>P</u>
<u>Day care center</u>	<u>SE</u>	<u>SE</u>
<u>Food truck court</u>	<u>P</u>	<u>P</u>

<u>Hotel or motel</u>	<u>P</u>	<u>P</u>
<u>Manufacturing activities in a completely enclosed building</u>		<u>P</u>
<u>Medical, dental, optical offices or similar uses</u>	<u>P</u>	<u>P</u>
<u>Microbrewery or similar uses</u>	<u>SE</u>	<u>P</u>
<u>Mini-Warehouses</u>	<u>SE</u>	<u>P</u>
<u>Museum or art gallery</u>	<u>P</u>	<u>P</u>
<u>Newspaper office</u>	<u>P</u>	<u>P</u>
<u>On-site signs (see Section 4.2)</u>	<u>A</u>	<u>A</u>
<u>Outdoor storage (principal use)</u>		<u>SE</u>
<u>Parking garage or surface parking (principal use)</u>	<u>P</u>	<u>P</u>
<u>Professional, business, or technical schools</u>	<u>P</u>	<u>P</u>
<u>Professional or business offices</u>	<u>P</u>	<u>P</u>
<u>Public buildings and facilities</u>	<u>P</u>	<u>P</u>
<u>Recreation facilities, indoor</u>	<u>P</u>	<u>P</u>
<u>Recreation facilities, outdoor</u>	<u>SE</u>	<u>P</u>
<u>Rental of automotive vehicles, trailers and trucks</u>	<u>SE</u>	<u>P</u>
<u>Rental of equipment, excluding heavy equipment</u>	<u>P</u>	<u>P</u>
<u>Rental of equipment and heavy equipment</u>		<u>P</u>
<u>Restaurant</u>	<u>P</u>	<u>P</u>
<u>Retail Establishments with outdoor storage or displays</u>	<u>SE</u>	<u>P</u>
<u>Retail Establishments without outdoor storage or displays</u>	<u>P</u>	<u>P</u>
<u>Truck or bus terminal or maintenance facility</u>		<u>P</u>
<u>Truck stop</u>		<u>SE</u>
<u>Vehicle repair</u>		<u>SE</u>
<u>Vehicle sales, new</u>	<u>P</u>	<u>P</u>
<u>Vehicle sales, used</u>		<u>P</u>
<u>Veterinary services</u>	<u>P</u>	<u>P</u>
<u>Warehouse, wholesale, storage or distribution facility in a completely enclosed building</u>		<u>P</u>

LEGEND:

P = Permitted by right; SE = Special exception; A = Accessory; Blank = Use not allowed.

NOTES:

1. Site and development plan approval (see Article 13) is required for all commercial developments.
2. Use and structures that are customarily accessory and clearly incidental and subordinate to the permitted uses and structures are permitted with Land Development Regulations Administrator approval.

155 3. Unless otherwise specified, the above uses are subject to the following
156 limitations:
157 a. Sale, display, preparation, and storage to be conducted within a
158 completely enclosed building, and no more than thirty (30) percent of floor
159 space to be devoted to storage;
160 b. Products to be sold only at retail.

161 **4.19.3 DIMENSIONAL STANDARDS**

	<u>MU-1</u>	<u>MU-2</u>
DENSITY/INTENSITY		
<u>Residential density (max dwelling units per acre)</u>	<u>40</u>	<u>40</u>
LOT STANDARDS		
<u>Minimum lot area, residential single family (sq. ft.)</u>	<u>3,600</u>	<u>3,600</u>
<u>Minimum lot area, residential non single family (sq. ft.)</u>	<u>7,200</u>	<u>7,200</u>
<u>Minimum lot area, non-residential (sq. ft.)</u>	<u>None</u>	<u>None</u>
<u>Minimum lot width, residential single family (ft.)</u>	<u>40</u>	<u>40</u>
<u>Minimum lot width, residential non single family (ft.)</u>	<u>80</u>	<u>80</u>
<u>Minimum lot width, non-residential (ft.)</u>	<u>None</u>	<u>None</u>
<u>Minimum lot depth, residential single family (ft.)</u>	<u>90</u>	<u>90</u>
<u>Minimum lot depth, residential non single family (ft.)</u>	<u>90</u>	<u>90</u>
<u>Minimum lot depth, non-residential (ft.)</u>	<u>None</u>	<u>None</u>
SETBACKS (ft.)		
RESIDENTIAL SINGLE FAMILY		
<u>Front</u>	<u>20</u>	<u>20</u>
<u>Side</u>	<u>5</u>	<u>5</u>
<u>Rear</u>	<u>15</u>	<u>15</u>
RESIDENTIAL NON-SINGLE FAMILY		
<u>Front, duplex</u>	<u>20</u>	<u>20</u>
<u>Front, multi-family dwelling</u>	<u>30</u>	<u>30</u>
<u>Side, duplex</u>	<u>10</u>	<u>10</u>
<u>Side, multi-family dwelling</u>	<u>30</u>	<u>30</u>

<u>Rear, duplex</u>	<u>15</u>	<u>15</u>	162
<u>Rear, multi-family dwelling</u>	<u>20</u>	<u>20</u>	
<u>NON-RESIDENTIAL</u>			
<u>Front</u>	<u>20</u>	<u>20</u>	
<u>Side</u>	<u>10</u>	<u>10</u>	
<u>Rear</u>	<u>15</u>	<u>15</u>	
<u>MAXIMUM BUILDING HEIGHT (stories)</u>			
<u>Residential Single Family and Duplex</u>	<u>3</u>	<u>3</u>	
<u>Residential Non-Single Family or Duplex</u>	<u>7</u>	<u>7</u>	
<u>Non-residential</u>	<u>7</u>	<u>7</u>	

163

NOTES:

164

1. Lots that existed on April 1, 1996, as part of a recorded subdivision in the City are exempt from minimum density requirements or minimum lot standards.
2. Developments within this zoning district shall be located along arterial or collector roadways.

168

4.19.4 DESIGN STANDARDS

169

Building Orientation: The main entrance of buildings or units shall be located on the first floor on the primary street.

171

Building Exterior: Exterior materials must be durable and weather-resistant and must be applied and maintained in accordance with the manufacturer's specifications or installation instructions. All multi-family structures or non-residential structures shall have a mix on the following material on all sides that faces a street and the sides of the structures:

176

1. Brick masonry; stone masonry; cast stone masonry; precast concrete-architectural finish; concrete-architectural finish; glass wall system; metal panel; or
2. Stucco; fiber cement panel; fiber cement lap siding; manufactured stone; wood; or
3. Concrete masonry unit-architectural finish; concrete masonry unit-unfinished; precast concrete-unfinished; concrete-unfinished; wood composite lap siding; exterior insulation finishing systems (EIFS); synthetic stucco.

184

Landscape:

185

1. Parking lots shall be landscaped per Section 4.2.15.10 of these land development regulations.

187 2. All horizontal mixed-use developments shall have a ten (10) foot landscape
188 buffer between all residential and commercial uses.

189 3. All non-residential developments shall have a ten (10) foot landscape buffer
190 between any abutting street and the development.

191 4. All residential and non-residential development within mixed use development
192 shall have a street scape plan submitted with the development plan. The street
193 scape plan shall, at a minimum, have the following;

194 a. Have a mix of trees, shrubs, and grass or mulched areas.

195 b. A plant schedule shall be provided showing the botanical name, size,
196 spacing and number of all required plant materials.

197 c. Architectural symbols depicting trees and plants to be installed.

198 5. Landscape areas that are not planted shall be grassed or mulched with organic
199 materials. Grassed areas shall be planted with sod.

200 6. When a landscaped area is adjacent to or within a vehicular use area, curbing
201 shall be used to protect landscaped areas from encroachment. Parking spaces
202 shall be designed to provide pervious surface for the vehicle overhang area.
203 Shrubs and trees shall be placed away from the wheel stop, so that they will not
204 be encroached upon by vehicles. In lieu of curbing, the alternative means of
205 preventing encroachment shall be shown on the site plan.

206 7. Any landscaped area adjacent to an intersection or driveway shall conform to
207 the requirements for the visibility triangle contained in these land development
208 regulations, see Section 4.2.

209 8. All landscape buffers shall be in accordance with Section 4.2.11 of these land
210 development regulations.

211 Parking: See Section 4.2.15 for parking requirements. Land Development Regulations
212 Administrator may approval a parking reduction if the following are conditions are
213 met:

214 1. A parking study is provided showing that less parking is required; and

215 2. Applicant provides a park once environment plan.

216 Note: All non-residential parking lots shall provide a well-defined bicycle parking area.

217 Sidewalks:

218 1. All developments, unless provided otherwise in this chapter, shall provide
219 sidewalks along all street frontage. All developments shall provide pedestrian

220 connections from the public sidewalk to the principal building. Entrance
221 sidewalks shall be a minimum of five (5) feet of clear width.

222 2. Minimum sidewalk widths: All developments shall have a five (5) foot sidewalk
223 on both sides of the road or a seven (7) foot sidewalk on one (1) side as a shared
224 use path.

225 4. Severability. If any provision or portion of this Ordinance is declared by any court of
226 competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining
227 provisions and portions of this ordinance shall remain in full force and effect.

228 5. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the
229 extent of such conflict.

230 6. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold**
231 and underline is adopted.

232 7. Effective Date. This Ordinance shall become effective upon adoption.

233 8. Authority. This Ordinance is adopted pursuant to the authority granted by Section 166.021,
234 Florida Statutes, as amended, and Sections 163.3161, through 163.3248, Florida Statutes, as
235 amended.

236 **PASSED UPON FIRST READING** on the ____ day of January 2026.

237 **APPROVED AND ADOPTED UPON SECOND AND FINAL READING**, in regular session with a
238 quorum present and voting, by the City Council this ____ day of January 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

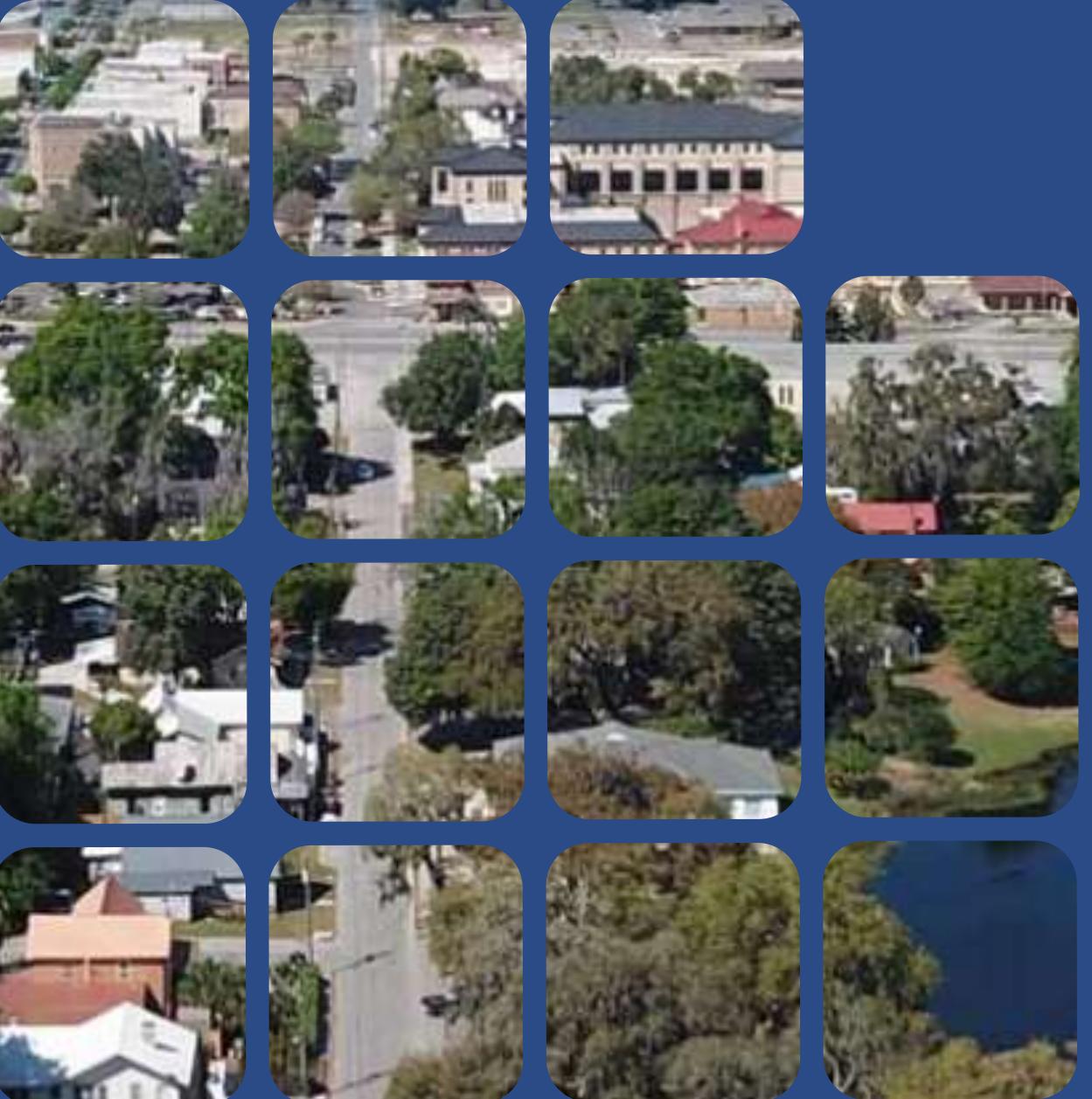
APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

9. City Council Ordinance No. 2026-2348 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-04, by the Growth Management Department of the City of Lake City, Florida; providing for amending Section 4.9.8 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures, Section 4.10.8 entitled "RO" Residential/Office, Maximum Height of Structures and Section 4.14.8 entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures by limiting the height of Single Family Dwellings and Duplex Dwellings to 35 feet and all other structures to 85 feet; providing for amending Section 4.12.8 entitled "CG" Commercial, General, Maximum of Height of Structures, Section 4.13.8 entitled "CI" Commercial, Intensive, Maximum Height of Structures, Section 4.15.8 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures, Section 4.16.8 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures, and Section 4.17.8 entitled "I" Industrial, Maximum Height of Structures, by limiting the height of structures to 85 feet; providing for amending Section 4.15.6 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirement by deleting the Minimum Area and Width Requirements; providing for amending Section 15.7 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Yard Requirement by reducing the Front Yard Requirement from 30 feet to 20 feet and by deleting the Side and Rear Yard Requirements; providing for severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2348 on first reading



BUILDING HEIGHT TEXT AMENDMENT (LDR 25-04)

PRESENTED BY
ROBERT ANGELO



Introduction

Current building height for all residential and commercial districts is 35 feet. This was adopted in 2008.

Key Changes

- We worked with the Building Official and Fire Chief to see what height the fire department can safely operate at with current equipment.
- In the RMF, RO, and C-CBD zoning districts recommend 85 feet unless a development is contiguous to a residential single family zoning district. If they are contiguous to a residential single family zoning district then will not be able to exceed 35 feet without providing screening or buffer approved by the LDR Administrator.
- In CG, CI, CHI, ILW, and I we are recommending 85 feet.



WHY IS THIS IMPORTANT TO LAKE CITY- There are numerous buildings in Lake City that exceed this height and are currently non-conforming. We want to update our LDR to be consistent with other jurisdictions and to try to make as many of our structures conforming.

Other Jurisdictions building height

Columbia County- 70 feet.

Gainesville- 14 stories in special districts. 8 stories in all other non-residential areas.

St Augustine- 60 feet.



Staff Recommendation

- Staff's recommendation is to approve LDR 25-04.

QUESTIONS?



ORDINANCE NO. 2026-2348

CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT
2 OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS
3 AMENDED, PURSUANT TO AN APPLICATION, LDR 25-04, BY THE GROWTH
4 MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA;
5 PROVIDING FOR AMENDING SECTION 4.9.8 ENTITLED "RMF" RESIDENTIAL,
6 MULTIPLE FAMILY, MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.10.8
7 ENTITLED "RO" RESIDENTIAL/OFFICE, MAXIMUM HEIGHT OF STRUCTURES
8 AND SECTION 4.14.8 ENTITLED "C-CBD" COMMERCIAL, CENTRAL BUSINESS
9 DISTRICT, MAXIMUM HEIGHT OF STRUCTURES BY LIMITING THE HEIGHT OF
10 SINGLE FAMILY DWELLINGS AND DUPLEX DWELLINGS TO 35 FEET AND ALL
11 OTHER STRUCTURES TO 85 FEET; PROVIDING FOR AMENDING SECTION 4.12.8
12 ENTITLED "CG" COMMERCIAL, GENERAL, MAXIMUM HEIGHT OF
13 STRUCTURES, SECTION 4.13.8 ENTITLED "CI" COMMERCIAL, INTENSIVE,
14 MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.15.8 ENTITLED "CHI"
15 COMMERCIAL, HIGHWAY INTERCHANGE, MAXIMUM HEIGHT OF
16 STRUCTURES, SECTION 4.16.8 ENTITLED "ILW" INDUSTRIAL, LIGHT AND
17 WAREHOUSING, MAXIMUM HEIGHT OF STRUCTURES, AND SECTION 4.17.8
18 ENTITLED "I" INDUSTRIAL, MAXIMUM HEIGHT OF STRUCTURES, BY LIMITING
19 THE HEIGHT OF STRUCTURES TO 85 FEET; PROVIDING FOR AMENDING
20 SECTION 4.15.6 ENTITLED "CHI" COMMERCIAL, HIGHWAY INTERCHANGE,
21 MINIMUM LOT REQUIREMENT BY DELETING THE MINIMUM AREA AND
22 WIDTH REQUIREMENTS; PROVIDING FOR AMENDING SECTION 15.7 ENTITLED
23 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE, MINIMUM LOT YARD
24 REQUIREMENT BY REDUCING THE FRONT YARD REQUIREMENT FROM 30 FEET
25 TO 20 FEET AND BY DELETING THE SIDE AND REAR YARD REQUIREMENTS;
26 PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT;
27 PROVIDING AN EFFECTIVE DATE

28 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
29 of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce
30 land development regulations; and

31 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community
32 Planning Act, requires the City Council to prepare and adopt regulations concerning the use of
33 land and water to implement the comprehensive plan; and

34 **WHEREAS**, an application for an amendment, as described below, has been filed with the City;

35 **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as
36 the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of
37 Lake City, Florida, hereinafter referred to as the Local Planning Agency; and

38 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land
39 Development Regulations, the Planning and Zoning Board, serving also as the Local Planning
40 Agency, held the required public hearing, with public notice having been provided, on said
41 application for an amendment, as described below, and at said public hearing, the Planning and
42 Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments
43 received during said public hearing concerning said application for an amendment, as described
44 below, and recommended to the City Council approval of said application for an amendment, as
45 described below; and

46 **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the
47 required public hearings, with public notice having been provided, on said application for an
48 amendment, as described below, and at said public hearings, the City Council reviewed and
49 considered all comments received during said public hearings, including the recommendation of
50 the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for
51 an amendment, as described below; and

52 **WHEREAS**, the City Council has determined and found that a need and justification exist for the
53 approval of said application for an amendment, as described below; and

54 **WHEREAS**, the City Council has determined and found that approval of said application for an
55 amendment, as described below, is consistent with the purposes and objectives of the
56 comprehensive planning program and the Comprehensive Plan; and

57 **WHEREAS**, the City Council has determined and found that approval of said application for an
58 amendment, as described below, will further the purposes of the Land Development Regulations
59 and other ordinances, regulations and actions designed to implement the Comprehensive Plan;
60 and

61 **WHEREAS**, the City Council has determined and found that approval of said application for an
62 amendment, as described below, would promote the public health, safety, morals, order,
63 comfort, convenience, appearance, prosperity or general welfare; now therefore

64 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

65 1. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
66 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.9.8
67 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures: No Portion Shall
68 Exceed is hereby amended to read, as follows:

69 SECTION 4.9 "RMF" RESIDENTIAL, MULTIPLE FAMILY

70 4.9.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
71 Section 4.2 for exceptions)

72 **35 feet**

73 a. **Single Family Dwellings**
74 **and Duplex Dwellings** **Thirty-five (35) feet**

75 b. All other structures Eighty-five (85) feet unless development is
76 contiguous to a single-family zoning district,
77 then structures shall not exceed thirty-five
78 (35) feet in height unless a buffer or
79 screening is provided and approved by the
80 Land Development Regulations
81 Administrator.

82 2. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
83 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.10.8
84 entitled "RO" Residential/Office, Maximum Height of Structures: No Portion Shall Exceed is
85 hereby amended to read, as follows:

86 SECTION 4.10 "RO" RESIDENTIAL/OFFICE

87 4.10.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
88 Section 4.2 for exceptions)

89 35 feet

90 a. Single Family Dwellings Thirty-five (35) feet
91 and Duplex Dwellings

92 b. All other structures Eighty-five (85) feet unless development is
93 contiguous to a single-family zoning district,
94 then structures shall not exceed thirty-five
95 (35) feet in height unless a buffer or
96 screening is provided and approved by the
97 Land Development Regulations
98 Administrator.

99 3. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
100 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.12.8
101 entitled "CG" Commercial, General, Maximum Height of Structures: No Portion Shall Exceed is hereby
102 amended to read, as follows:

103 SECTION 4.12 "CG" COMMERCIAL, GENERAL

104 4.12.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
105 Section 4.2 for exceptions)

106 35Eighty-five (85)-feet

107 4. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
108 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.13.8
109 entitled "CI" Commercial, Intensive, Maximum Height of Structures: No Portion Shall Exceed is hereby
110 amended to read, as follows:

111 SECTION 4.13 "CI" COMMERCIAL, INTENSIVE

4.13.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
Section 4.2 for exceptions)

35Eighty-five (85)-feet

5. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.14.8
entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures: No Portion
Shall Exceed is hereby amended to read, as follows:

SECTION 4.14 "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT

4.14.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
Section 4.2 for exceptions)

35feet

a. Single Family Dwellings
and Duplex Dwellings **Thirty-five (35) feet**

b. All other structures **Eighty-five (85) feet unless development is
contiguous to a single-family zoning district,
then structures shall not exceed thirty-five
(35) feet in height unless a buffer or screening
is provided and approved by the Land
Development Regulations Administrator.**

6. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.15.6
entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirements is hereby amended to
read, as follows:

SECTION 4.15 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE

4.15.6 MINIMUM LOT REQUIREMENTS (area, width)

1. All permitted uses (unless otherwise specified):

Minimum site area **1 acre None**
Minimum lot width **200 feet None**

7. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.15.7
entitled "CHI" Commercial, Highway Interchange, Minimum Yard Requirements is hereby amended
to read, as follows:

SECTION 4.15 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE

4.15.7 MINIMUM YARD REQUIREMENTS (depth of front and rear yard, width of side
yards)

147 1. All permitted uses (unless otherwise specified):

148 Front ~~30 feet~~ 20 feet

149 Side ~~30 feet~~ None, except where a side yard is provided, then a side
150 yard of at least five (5) feet must be provided.

151 Rear ~~30 feet~~

152 8. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
153 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.15.8
154 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures: No Portion Shall
155 Exceed is hereby amended to read, as follows:

156 SECTION 4.15 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE

157 4.15.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
158 Section 4.2 for exceptions)

159 ~~35~~Eighty-five (85)-feet

160 9. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
161 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.16.8
162 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures: No Portion Shall
163 Exceed is hereby amended to read, as follows:

164 SECTION 4.16 "ILW" INDUSTRIAL, LIGHT AND WAREHOUSING

165 4.16.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
166 Section 4.2 for exceptions)

167 Except as varied by the Board of Adjustment, the maximum height of structures
168 in this zoning district shall be ~~sixty-five (65)~~Eighty-five (85)-feet.

169 10. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City
170 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.17.8
171 entitled "I" Industrial, Maximum Height of Structures: No Portion Shall Exceed is hereby amended to
172 read, as follows:

173 SECTION 4.17 "I" INDUSTRIAL

174 4.17.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also
175 Section 4.2 for exceptions)

176 Except as varied by the Board of Adjustment, the maximum height of structures
177 in this zoning district shall be ~~sixty-five (65)~~Eighty-five (85)-feet.

178 11. Severability. If any provision or portion of this Ordinance is declared by any court of
179 competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining
180 provisions and portions of this ordinance shall remain in full force and effect.

181 12. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the

182 extent of such conflict.

183 13. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

185 14. Effective Date. This Ordinance shall become effective upon adoption.

186 15. Authority. This Ordinance is adopted pursuant to the authority granted by Section 166.021,
187 Florida Statutes, as amended, and Sections 163.3161, through 163.3248, Florida Statutes, as
188 amended.

189 **PASSED UPON FIRST READING** on the ____ day of January 2026.

190 **APPROVED AND ADOPTED UPON SECOND AND FINAL READING**, in regular session with a
191 quorum present and voting, by the City Council this ____ day of January 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

10. City Council Resolution No. 2006-008 - A resolution of the City of Lake City, Florida adopting that certain updated Cross Connection Control Program pursuant to Section 62-555.360(2), Florida Administrative Code; making certain findings of fact in support of the City approving said update; directing the City Manager to update, publish, and implement the program adopted hereby; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
12/23/2025

RESOLUTION NO 2026 - 008

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THAT CERTAIN UPDATED CROSS CONNECTION CONTROL PROGRAM PURSUANT TO SECTION 62-555.360(2), FLORIDA ADMINISTRATIVE CODE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID UPDATE; DIRECTING THE CITY MANAGER TO UPDATE, PUBLISH, AND IMPLEMENT THE PROGRAM ADOPTED HEREBY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City"), operates a water utility (the "Utility"); and

WHEREAS, Section 62-555.360(2), Florida Administrative Code requires that the City adopt a Cross Connection Control Program to prevent contamination of the water system operated by the Utility; and

WHEREAS, Section 180.13(1), Florida Statutes requires rules and regulations governing the use, control and operation of the Utility be approved by the City Council; and

WHEREAS, in 2023 the City adopted Ordinance 2023-2257 requiring the development of a cross connection control program for the Utility; and

WHEREAS, the director of the Utility's water treatment department has assembled and presented the cross connection control program in the form attached hereto (the "Program") for approval and adoption by the City Council; and

WHEREAS, the Program, if approved and adopted, will cause the City to comply with the requirements of Section 62-555.360(2), Florida Administrative Code, and Ordinance 2023-2257; and

WHEREAS, the City desires to adopt the Program in the form of the Exhibit attached hereto; and

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

therefore

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

1. Approving the Program is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Program in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The City Manager is directed to take such actions as are necessary to update, publish, and implement the Program adopted hereby; 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, 2026.

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

**MANUAL
FOR
CROSS
CONNECTION
CONTROL
(BACKFLOW)**

Updated 2025

EXHIBIT

Chapter I

Introduction

The intent of the Cross- Connection Control Program is to implement a program to protect the City's water quality, and to comply with all applicable state and federal regulations. The procedures described herein ensure the full cooperation of all Cross Connection regulatory departments, the City of Lake City Water Treatment Division, and the Columbia County Health Department, along with the State of Florida. Upon discovery of a prohibited cross connection, the Cross Connection entity shall either eliminate the cross connection by installation of appropriate backflow device or the City shall terminate service until the contaminant source is eliminated. Direct connections between potable and non-potable systems or reclaimed water systems are prohibited.

What is a cross-connection

A cross-connection is any temporary or permanent connection between a public water system or consumer's potable water system and any source or system containing non-potable water or other substances. An example is the piping between a public water system or consumer's potable water system and an auxiliary water system, cooling system, swimming pool, or irrigation system.

Why do backflow preventers have to be tested periodically?

Mechanical backflow preventers have internal seals, springs and moving parts that are subject to fouling, wear or fatigue. Also, mechanical backflow preventers and air gaps can be bypassed. Therefore, all backflow preventers have to be tested periodically to ensure they are functioning properly. A visual check of air gaps is sufficient, but mechanical backflow preventers have to be tested with properly calibrated gauge equipment.

General Description of Backflow According to the Florida Department of Environmental Protection

What is backflow?

Backflow is the reversal of flow of non-potable water or other substances through a cross-connection and into the piping of a public water system or consumer's potable water system. There are two types of backflow - backpressure backflow and back siphonage.

What is backpressure backflow?

Backpressure backflow is caused by a downstream pressure that is greater than the upstream or supply pressure in a public water system or consumer's potable water system. Backpressure or downstream pressure that is greater than the potable water supply pressure, can result from an increase in downstream pressure, or a reduction in the potable water supply pressure, or a combination of both. Increases in downstream pressure can be created by pumps, temperature increases in boilers, etc. Reductions in potable water supply pressure occur whenever the amount of water being used exceeds the amount of water being supplied, such as during water line flushing, firefighting, or breaks in water mains.

What is backsiphonage?

Backsiphonage is backflow caused by a negative pressure or a vacuum or partial vacuum) in a public water system or consumer's potable water system. The effect is similar to drinking water through a straw. Backsiphonage can occur when there is a stoppage of water supply due to nearby firefighting, or a break in a water main.

Why do water suppliers need to control cross-connections and protect their public water systems against backflow?

Backflow into a public water system can pollute or contaminate the water in that system. Backflow into a public water system can make the water in that system unusable or unsafe to drink, and each water supplier has a responsibility to provide water that is usable and safe to drink under all foreseeable circumstances. Furthermore, consumers generally have absolute faith that water delivered to them through a public water system is always safe to drink. For these reasons, each water supplier must take reasonable precautions to protect its public water system against backflow.

What should water suppliers do to control cross-connections and protect their public water systems against backflow?

Water suppliers usually do not have the authority or capability to repeatedly inspect every consumer's premises for cross-connections and backflow protection. Alternatively, each

water supplier should ensure that a proper backflow preventer is installed and maintained at the water service connection to each system or premises that poses a significant hazard to the public water system. Generally, this would include the water service connection to each dedicated fire protection system or irrigation piping system and the water service connection to each of the following types of premises:

1. premises with an auxiliary well, swimming pool, or reclaimed water system;
2. industrial, medical, laboratory, marine or other facilities where objectionable substances are handled in a way that could cause pollution or contamination of the public water system;
3. premises exempt from the State Plumbing Code and premises where an internal backflow preventer required under the State Plumbing Code is not properly installed or maintained;
4. classified or restricted facilities; and
5. tall buildings.

Each water supplier should also ensure that a proper backflow preventer is installed and maintained at each water loading station owned or operated by the water supplier.

Chapter II

Definitions

- 1. Approved:** Accepted by the City of Lake City's Water Treatment Facility
- 2. Auxiliary Water Systems:** Any water supply on or available to the premises other than the purveyor's approved public potable water supply. They may include water from another purveyor's public potable water or any natural source such as a well, spring, river, stream, or used water and or individual fluids. These waters may be polluted or contaminated over which the water purveyor does not have sanitary control.
- 3. Backflow:** A reverse flow condition, created by a difference in water pressure, which causes water to flow back into a potable water distribution system from any source other than the intended source.
- 5. Backpressure:** A condition in which the pressure in the downstream plumbing system is greater than the supply pressure in the potable distribution system.
- 4. Backsiphonage:** The reversal of flow within a system that is caused by negative pressure in the supply piping.
- 5. Backflow Preventer:** A backflow preventer is a means or mechanism to prevent backflow.
 - A) Air gap:** An air gap is a vertical, physical separation between the end of a water supply outlet and the flood-level rim of a receiving vessel. This separation must be at least twice the diameter of the water supply outlet and never less than one inch. An air gap is considered the maximum protection available against backpressure backflow or backsiphonage but is not always practical and can easily be bypassed.
 - B) Reduced-pressure principle assembly (RP):**
An RP is a mechanical backflow preventer that consists of two independently acting, spring-loaded check valves with a hydraulically operating, mechanically independent, spring-loaded pressure differential relief valve between the check valves and below the first check

valve. It includes shutoff valves at each end of the assembly and is equipped with test cocks. An RP is effective against backpressure backflow and backsiphonage and may be used to isolate health or non-health hazards.

C) Pressure vacuum breaker assembly (PVB):

A PVB is a mechanical backflow preventer that consists of an independently acting, spring-loaded check valve and an independently acting, spring-loaded air inlet valve on the discharge side of the check valve. It includes shutoff valves at each end of the assembly and is equipped with test cocks. A PVB may be used to isolate health or non-health hazards but is effective against backsiphonage only.

D) Double Check valve assembly (DC): A DC is a mechanical backflow preventer that consists of two independently acting, spring-loaded check valves. It includes shutoff valves at each end of the assembly and is equipped with test cocks. A DC is effective against backpressure backflow and backsiphonage but should be used to isolate only non-health hazards.

E) Residential Dual Check valve (RDC): An RDC is similar to a DC in that it is a mechanical backflow preventer consisting of two independently acting, spring-loaded check valves. However, it usually does not include shutoff valves, may or may not be equipped with test cocks or ports, and is generally less reliable than a DC. An RDC is effective against backpressure backflow and backsiphonage but should be used to isolate only non-health hazards and is intended for use only in water service connections to single-family homes.

6. Contamination: Means an impairment of the quality of the potable water by outside materials to a degree which creates an actual hazard to the public health. Weather through poisoning or through the spread of disease.

7. Cross-Connection: Any arrangement of pipes, fixtures, or devices that connects a non-potable system to a potable water system through which backflow could occur.

8. Cross-Control Control: The enforcement of an ordinance or other legal statement regulating cross-connection and the use of devices, methods, and procedures to prevent contamination of a potable water supply through cross-connections.

9. Industrial Fluid System: Any system containing fluid or solution which may be chemically, biologically, or otherwise contamination a form or concentration which would constitute a health problem if introduced into an approved water supply.

10. Non-Potable Water: Any water of an unknown quality. That may contain objectionable pollution, contamination, minerals, or infective agents that make it unsafe and or unpalatable for drinking.

11. Pollution: The presence of any foreign substance in water that tends to degrade its quality so as to constitute a non-health hazard or impair the usefulness of the water.

12. Potable Water: Any water which, according to recognized standards is safe for human consumption.

13. Water Purveyor: The owner or operator of a public, potable waterworks system that is engaged in producing and or distributing potable water for domestic use.

14. Water Service Connection: A connection between the water distribution main and the user's plumbing system. The connection ends at the water purveyors' meter.

15. Water – Used: Any water supplied by a water purveyor from a public water system to a customer's system after it passes through the service connection and is no longer under the sanitary control of the water purveyor.

Chapter III

Procedures

1. Existing Facilities:

- A) Premises of the type where cross-connections are required, may be surveyed by Lake City Water Treatment Facilities or Contractors to determine if a cross connection exists.
- B) The owner or occupant of the premises Shall be notified with the findings of the inspection (See Appendix) by approval or Notice of Violation. The report will have the prescribed amount of time on the report to correct any deficiencies or will be subject to service removal.
- C) Upon conformance of the requirements in a Notice of Violation notification, the owner or occupant shall immediately notify Lake City Water Treatment Facility office to schedule a date for reinspection.

2. New Facilities:

- A) Each applicant desiring water service will be required to complete a cross connection control questionnaire (See Appendix).
- B) Should a cross connection control device be required, Lake City Water Treatment Staff will make note of it on tap application. The customer will be required to have device installed and certified by a licensed backflow tester, with the report given to the Water Treatment Facility before service will be permanently turn on.

3. Records and Maintenance:

- A)** The owner of the backflow device will be responsible for any repairs needed. They must be performed by a person licensed in backflow repair and testing. Then the updated report will be sent to the Water Treatment Facility and or staff.
- B)** Residential devices will be tested biennial by the Lake City Water Treatment Staff or approved contractor and these will be the official reports. Residents will be able to receive a copy of the report upon request.
- C)** Commercial devices will be tested annually by the Lake City Water Treatment Staff or approved contractor and these will be the official reports. Commercial Customers will be able to receive a copy of the report upon request.

Chapter IV

Cross Connection and Backflow Prevention

1. Backflow Prevention and Control Policy:

Lake City Water Treatment Facilities Director reserves the right to require backflow prevention devices where, in Lake City's Water Treatment Facilities judgement, a water service connection presents a reasonable and/or identifiable risk to potentially contaminate the public water supply.

- A) Such policies and procedures shall comply with State Guidelines.

2. Recommended Backflow Practices:

Backflow prevention devices shall be specified by Lake City Water Treatment Facilities to insure the greatest safety potential according to the AWWA Manual of Practices #14, Recommended Management Practices for Cross Connection Control, or greater.

3. Approval of Backflow Prevention Devices:

Lake City Water Treatment Facilities shall review all new service connections to determine the contamination risk. Based on their review of risk, they shall require appropriate backflow prevention devices. The devices shall be installed by the person requesting service prior to Lake City Utilities making a water service connection.

4. Residential Water Service Requiring Backflow Devices:

Residential water service requires backflow prevention devices when one or more of the following conditions arises.

- A) A residence utilizes an irrigation system.
- B) A residence is provided with reclaimed water for irrigation purposes.
- C) A residence has a swimming pool or hot tube.
- D) A residence is using a well for irrigation purposes or domestic purposes, physically separated from the public water service which is used for domestic purposes.
- E) Operations are being conducted at the residence which are similar to the commercial listing of section 6.

F) In the judgement of the Water Treatment Facility Staff, a customer's installation has the potential to contaminate the public water system.

5. Recommended Backflow Devices for Residential Systems:

Lake City Water Treatment Facility shall make recommendations on backflow prevention devices with regard to residential water services not covered in section 4.

6. Commercial and Industrial Services Requiring Backflow Prevention Devices:

A) Backflow prevention devices shall be required for all commercial and industrial facilities. Lake City Water Treatment Staff shall have the sole right to require backflow prevention devices where it deems necessary to protect the public water system from contamination.

B) All required backflow prevention devices shall be tested and maintained in accordance with the provisions herein. Lake City Water Treatment Facilities shall make recommendations concerning backflow devices for irrigation systems.

7. Testing and Maintenance of Backflow Prevention Devices:

A) Lake City Water Treatment Facilities shall require testing and maintenance of backflow devices, which have been specifically required by Lake City Water Treatment Facilities.

B) Maintenance and retesting of backflow devices recommended by Lake City Water Treatment Staff, shall be the responsibility of the customer.

C) Testing of required and recommended devices shall be performed in accordance with the recommended procedures found in AWWA Manual of Practices 14.

D) Responsibility for the testing, retesting, and maintenance of required and recommended backflow prevention devices, including the payment of any testing fees, past the point of connection at the water meter, shall be the responsibility of the customer.

E) Testing and maintenance requirements shall be performed as specified by Lake City Water Treatment Facilities at no cost to Lake City.

8. Certification and Testing of Backflow Prevention Devices:

- A)** For required backflow devices Lake City Water Treatment Facilities can upon request provide a Test Maintenance Form (See Appendix) to customers, to ensure compliance with its test and maintenance procedures. Upon completion of the test, a completed and signed form shall be furnished to Lake City Water Treatment Facility. Failure on the part of the customer to provide a completed form shall be treated as a non-compliance and service will be suspended until resolved. The customer will be responsible for all fee's acquired during this process.
- B)** Testing and maintenance on required devices shall be performed by a certified backflow tester and maintenance person as deemed by the State of Florida.
- C)** Information concerning testing and maintenance of recommended backflow prevention devices shall be provided to customers by the Lake City Water Treatment Facility according to public record request.
- D)** A customer may request the service of the Lake City Water Treatment Facility to perform required testing and maintenance procedures. Lake City Water Treatment Facilities will inform the requesting party as to its ability to provide service. Lake City Water Treatment Facilities may provide these services in consideration of its workload or subcontract such work to a qualified contractor. Such services shall be paid for by the customer. Labor, materials, equipment and other typical charges, including Lake City Water Treatment Facilities usual overhead, shall be charged. In instance of non-payment, Lake City Water Treatment Facilities may assess appropriate charges against the customer's utility bill.

9. Notification of Non-Compliance:

- A)** Lake City Water Treatment Facilities shall maintain records of testing and maintenance on required backflow prevention devices. Customers operating and maintaining such devices shall be notified as to the required maintenance that needs to be performed. The customer shall have 30 days to complete and send results to the Lake City Water Treatment Facility.

B) Should a customer fail to have a required backflow device maintained within the specific time, the Lake City Water Treatment Facilities shall issue, by certified mail, a non-compliance notice. The customer shall have 10 days to:

- 1) Provide Lake City Water Treatment Facilities with a complete test results form which indicates acceptable performance of the backflow prevention unit.
- 2) Provide Lake City Water Treatment Facility with a written convincing reason why the device has not been tested which is acceptable to the Lake City Water Treatment Facility.
- 3) If not, the service will be suspended until such time that the complete test results form, which indicates acceptable performance of the backflow prevention unit, by a certified backflow technician is received. Customers will be responsible for any fees acquired for this process.

10. Inspection of Customers Facilities:

If in the opinion of the Lake City Water Treatment Facilities the customer's facilities constitute a possible risk to contaminate the public water system, Lake City Water Treatment Facilities shall retain the right to make inspection. Refusal of a customer to provide reasonable access to the premise by Lake City Water Treatment Facilities staff, shall be treated as a non-compliance and service shall be suspended according to section 9(B)(3).

11. New Facilities:

Lake City Water Treatment Facilities shall review all new connections and identify backflow prevention requirements and/or make backflow prevention recommendations.

12. New Non-Residential Accounts at Existing Locations:

Lake City Water Treatment Facilities reserve the right to require appropriate backflow prevention devices on new non-residential accounts at existing locations prior to providing water service.

Appendix

EXHIBIT

Appendix

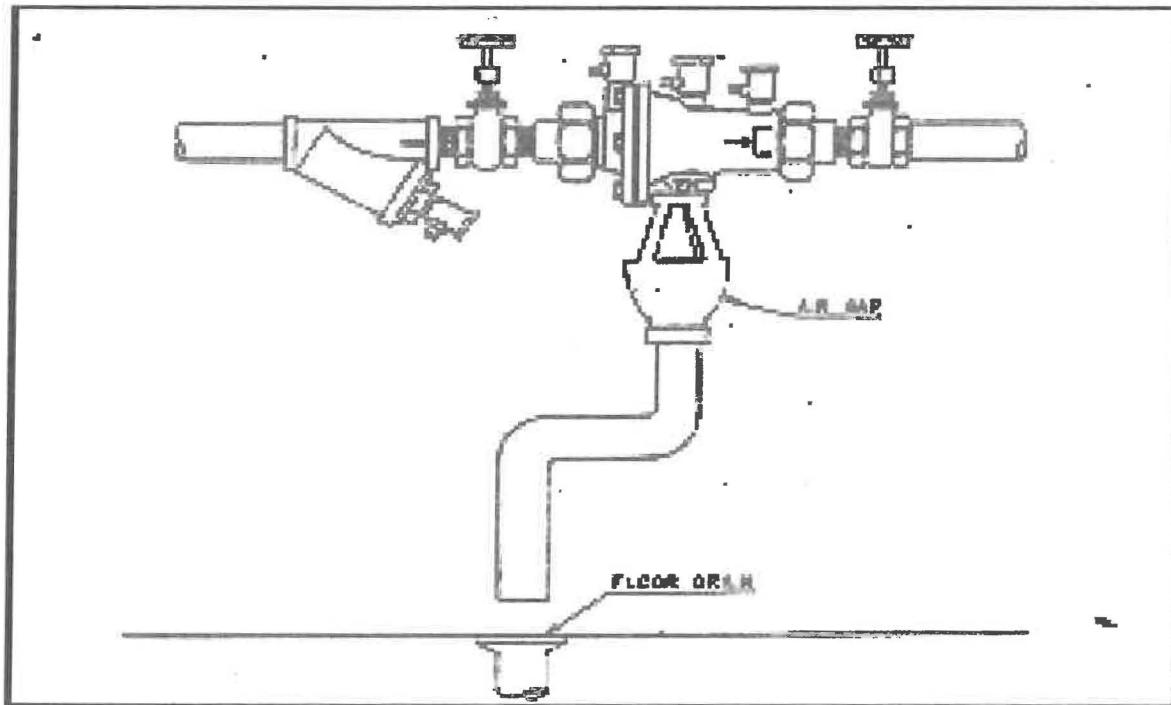
- 1. Construction Standards**
- 2. Lake City Standards for Facilities Requiring Protection Against Cross-Connection**
- 3. Inspection Form, Survey Form, & Notice of Violation**
- 4. Cross-Connection Questionnaire**
- 5. Test Form**

CONSTRUCTION STANDARDS

Types of Backflow Prevention Devices

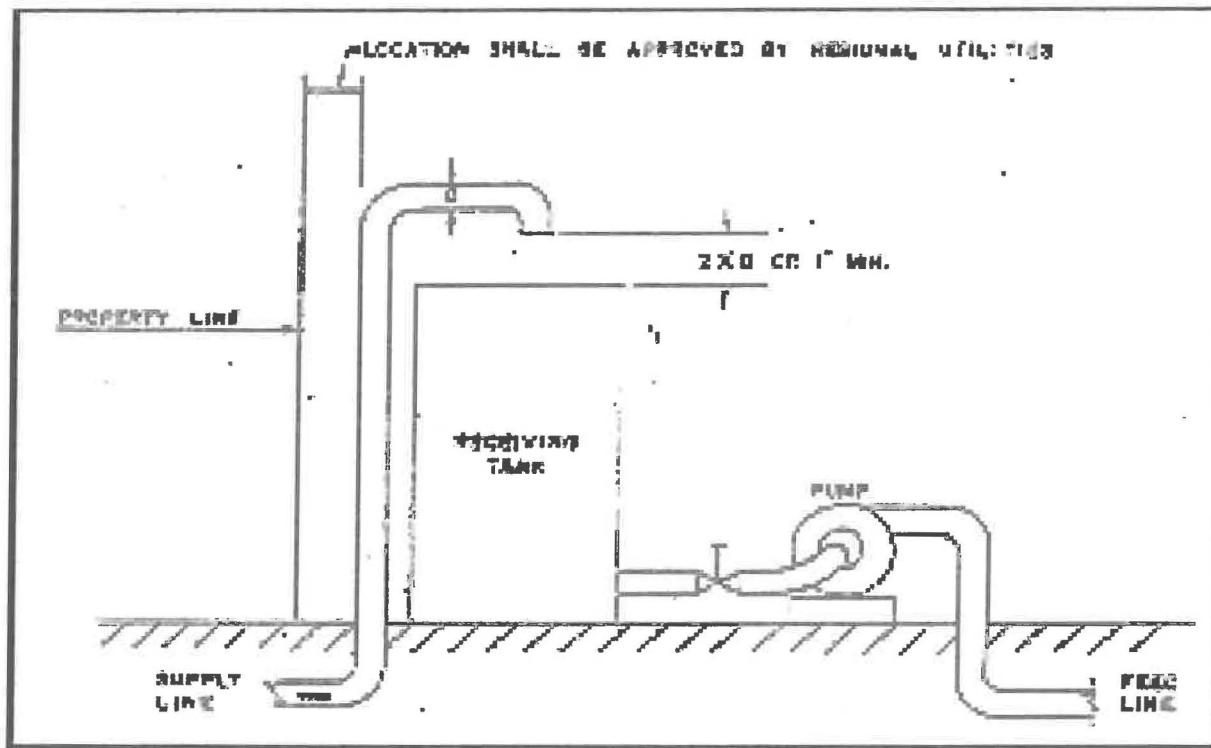
The following pages illustrate the various types of backflow prevention devices and the typical methods of installation (outdoors).

Backflow prevention devices installed indoors will vary in the method of installation based on location and configuration of the existing or proposed piping system.



TYPICAL INDOOR REDUCED PRESSURE
BACKFLOW PREVENTER INSTALLATION

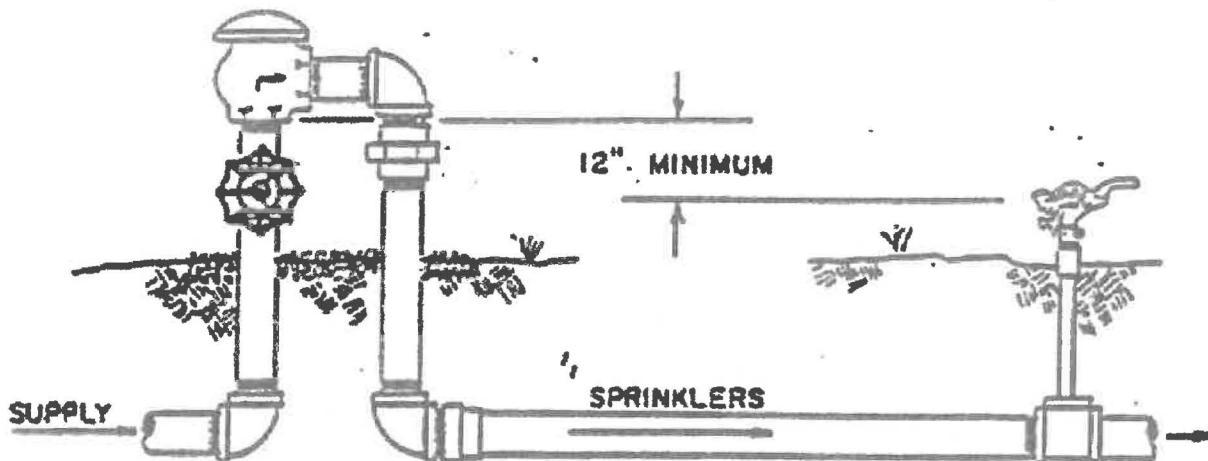
AIR GAP SEPARATION



NOTE:

- An Air Gap Separation means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level or overflow rim of the receptacle.
- The “Approved Air Gap Separation” shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel and in no case shall the gap be less than one (1) inch in diameter.

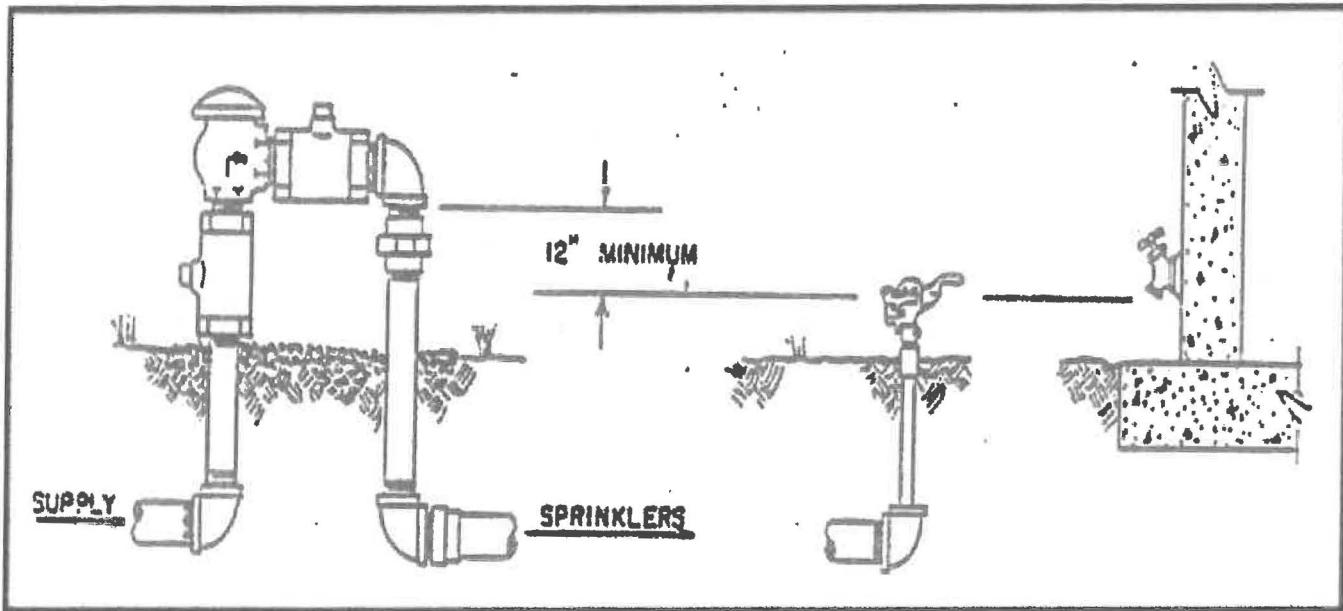
ATMOSPHERIC
VACUUM BREAKER (A.V.B.)



NOTE:

- The atmospheric vacuum breaker (A.V.B.) cannot be installed where it will be subjected to backpressure. It can only provide protection against back-siphonage of non-toxic pollutants.
- Each device shall be installed in an accessible location to facilitate inspection and servicing.
- Each A.V.B. shall be installed downstream of the last shut-off valve and at least 12 inches above the highest sprinkler head or outlet. (No valves may be located downstream of the device).
- Under no circumstances should the A.V.B. be installed where it will be under continuous operating pressure for more than 12 hours in any 24-hour period.

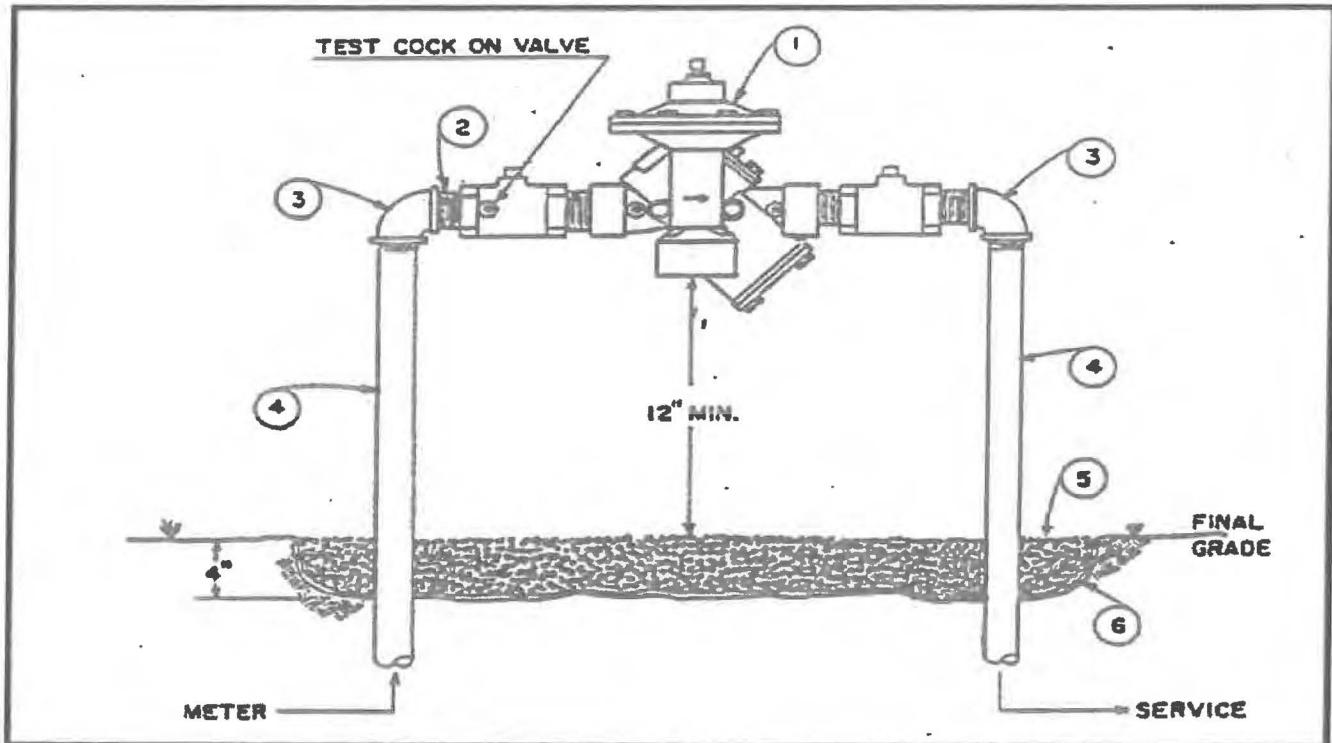
PRESSURE - TYPE
VACUUM BREAKER (P.V.B.)



NOTE:

- The pressure vacuum breaker (P.V.B.) cannot be installed where it will be subjected to backpressure. It provides protection against back-siphonage of both pollutants and contaminants.
- Each P.V.B. shall be installed in an accessible location to facilitate inspection and servicing.
- Each P.V.B. shall be installed on the main line to the irrigation system and at least 12 inches above the highest sprinkler head or outlet. (Valves may be located downstream from the device).

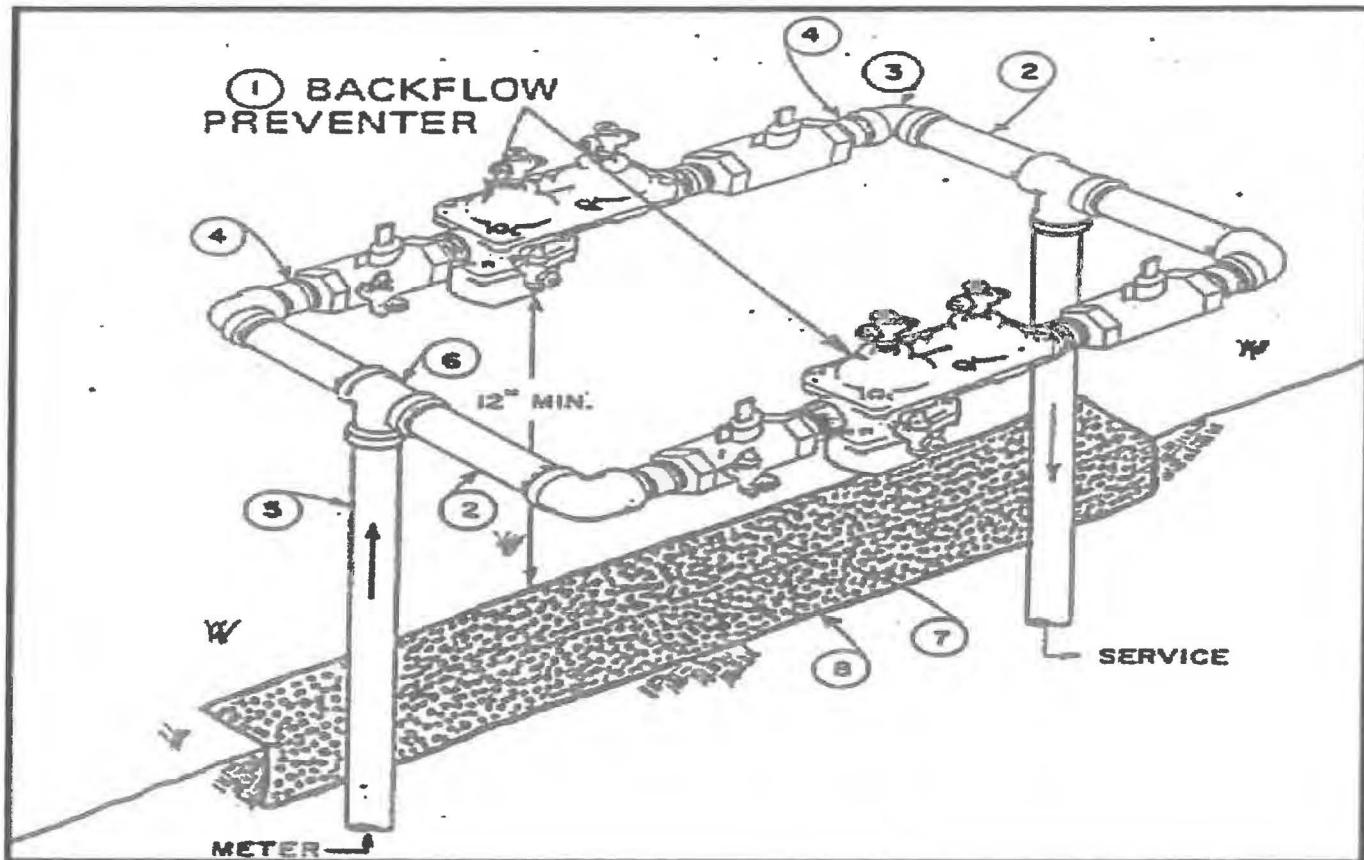
DOUBLE CHECK OR REDUCED PRESSURE
BACKFLOW PREVENTER
SINGLE SERVICE: $\frac{3}{4}$ ", 1-1/2", 2"



ITEM	QUANTITY	M	A	T	E	R	I	A	L	S	DESCRIPTION
1	1			2"							BACKFLOW PREVENTER ASSEMBLY
2	2			2" x NOM.							NIPPLES - BRASS or PVC
3	2			2" x 90°							ELBOWS - GALVANIZED or PVC
4	2			2" x VARIES							RISER - GALVANIZED or PVC
5	*										PEA GRAVEL
6	*										PLASTIC LINER

NOTE: Installation shown above is for a 2" service. Change piping materials accordingly for service size.

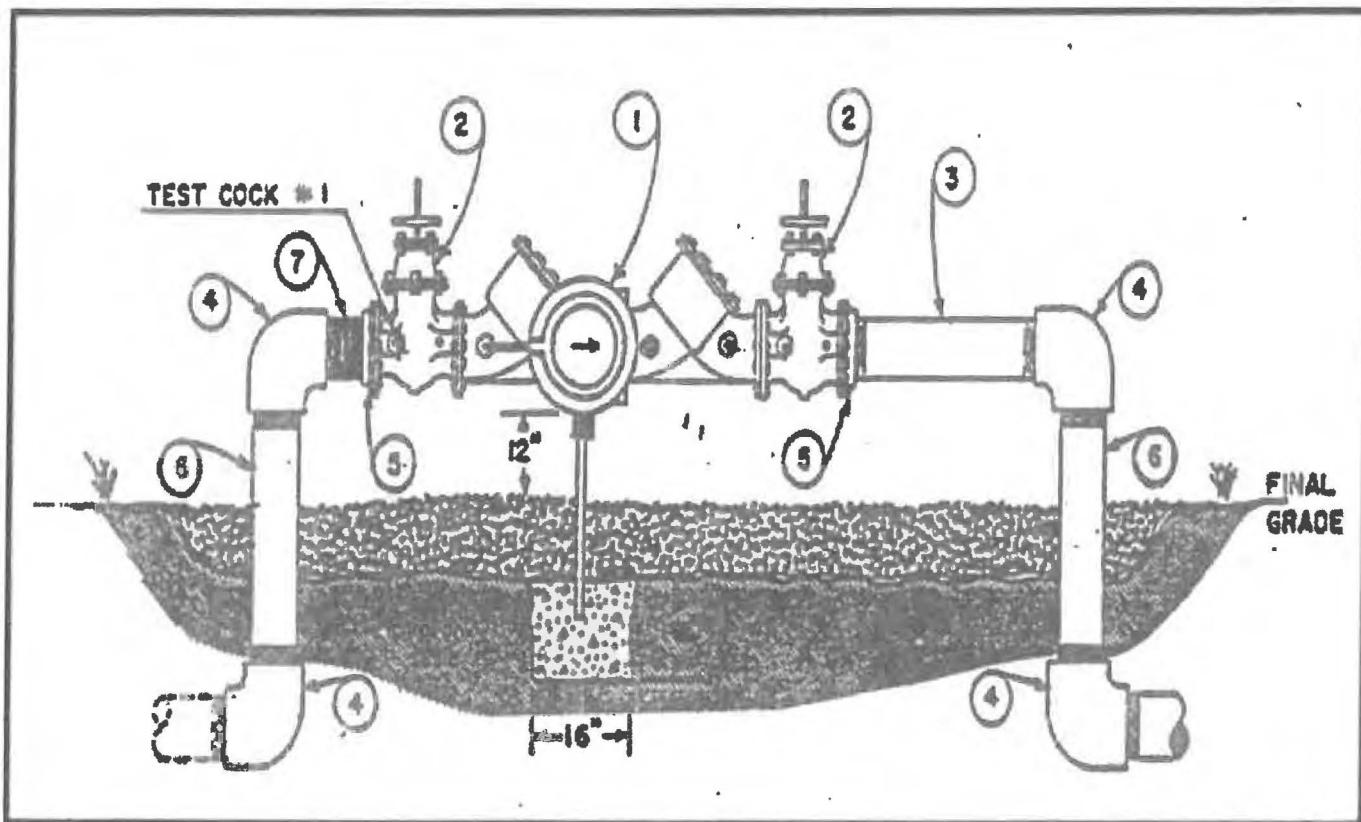
DOUBLE CHECK OR REDUCED PRESSURE
BACKFLOW PREVENTER
DUAL SERVICE: $\frac{3}{4}$ ", 1", 1-1/2", 2"



M A T E R I A L S		DESCRIPTION
ITEM	QUANTITY	
1	2	2" BACKFLOW PREVENTER ASSEMBLY
2	4	2" x 6" NIPPLES - GALVANIZED or PVC
3	4	2" x 90° ELBOWS - GALVANIZED or PVC
4	6	2" x 4" NIPPLES - GALVANIZED or PVC
5	2	2" RISER - GALVANIZED
6	2	2" TEES - GALVANIZED
7	*	PEA GRAVEL
8	*	PLASTIC LINER

NOTE: Installation shown above is for a 2" service. Change piping materials accordingly for service size.

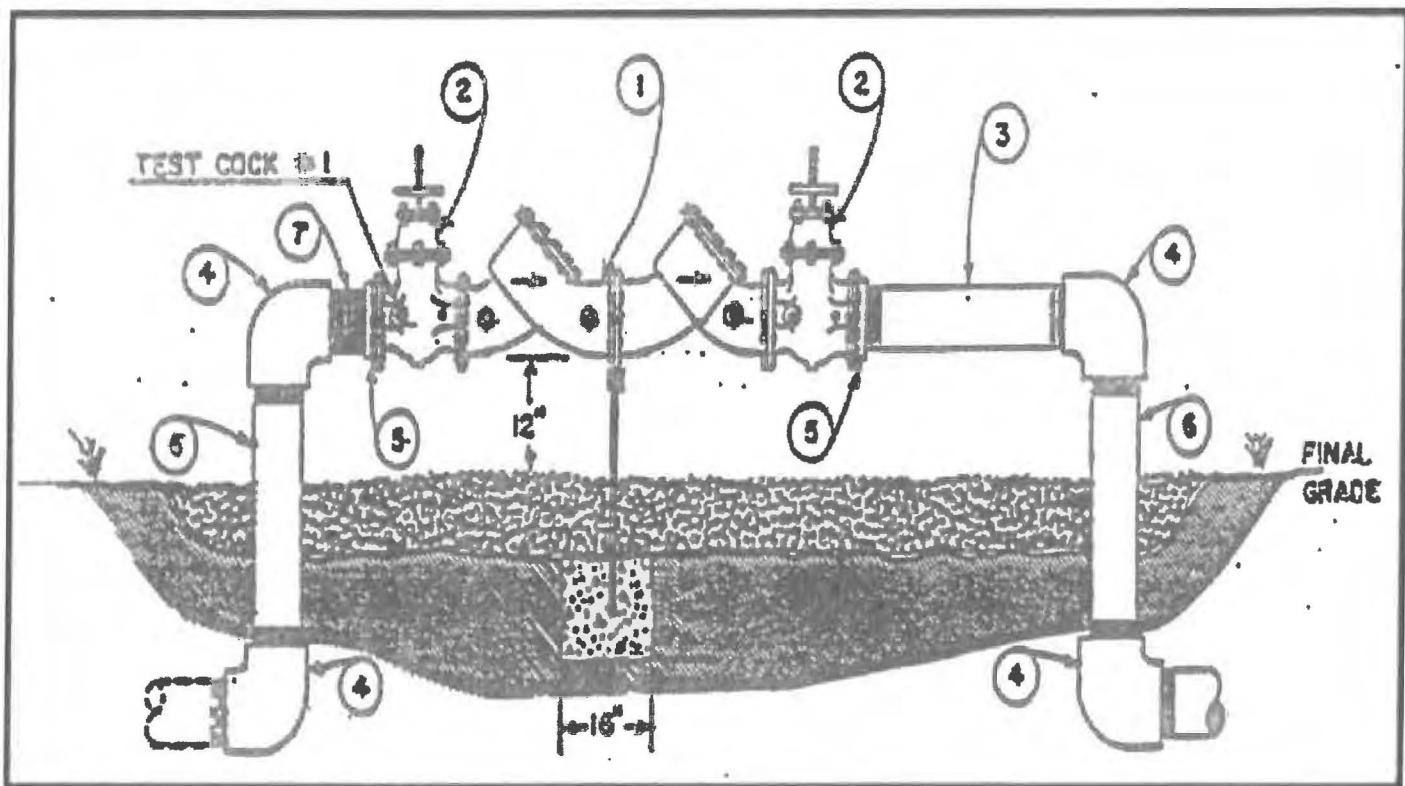
REDUCED PRESSURE
BACKFLOW PREVENTER
SINGLE SERVICE: 3", 4"



M A T E R I A L S					
ITEM	QUANTITY				DESCRIPTION
1	1	3", 4"			VALVE, REDUCED PRESSURE
2	2	3", 4"			VALVE, GATE, C.I., F-F
3	1	3", 4"			NIPPLE, GALV. (12" LONG) (OPT.)
4	4	3", 4"			ELBOW, GALV. - 90°
5	2	3", 4"			FLANGE, STEEL PIPE, SCREW - TYPE
6	2	3", 4"			PIPE, GALV. (42" LONG)
7	1	3", 4"			NIPPLE, GALV. (6" LONG)

NOTE: Field adjust and cut item 6 to the proper length.

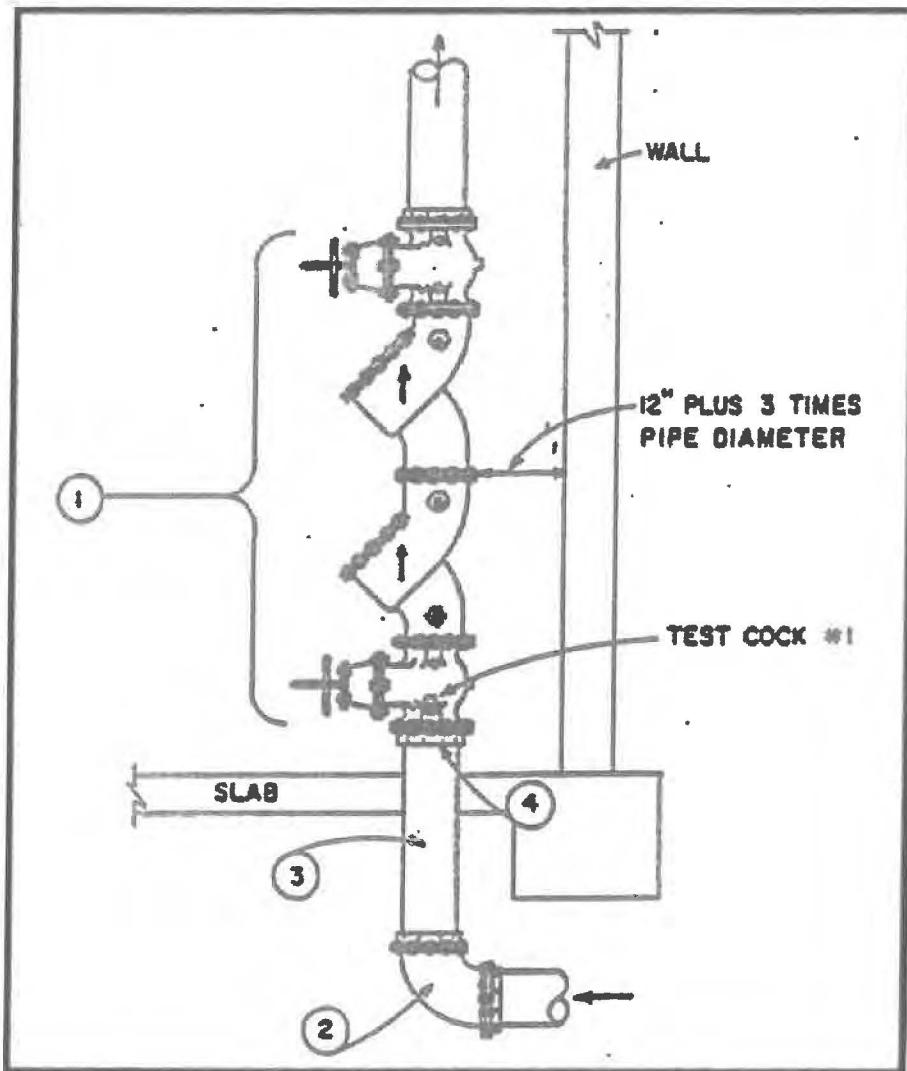
DOUBLE CHECK
BACKFLOW PREVENTER
SINGLE SERVICE: 3", 4"



MATERIALS					
ITEM	QUANTITY	DESCRIPTION			
1	1	3", 4"	VALVE, DOUBLE CHECK		
2	2	3", 4"	VALVE, GATE, C.I., F-F		
3	1	3", 4"	NIPPLE, GALV. (12" LONG) (OPT.)		
4	4	3", 4"	ELBOW, GALV. - 90°		
5	2	3", 4"	FLANGE, STEEL PIPE, SCREW - TYPE		
6	2	3", 4"	PIPE, GALV. (42" LONG)		
7	1	3", 4"	NIPPLE, GALV. (6" LONG)		

NOTE: Field adjust and cut item 6 to the proper length.

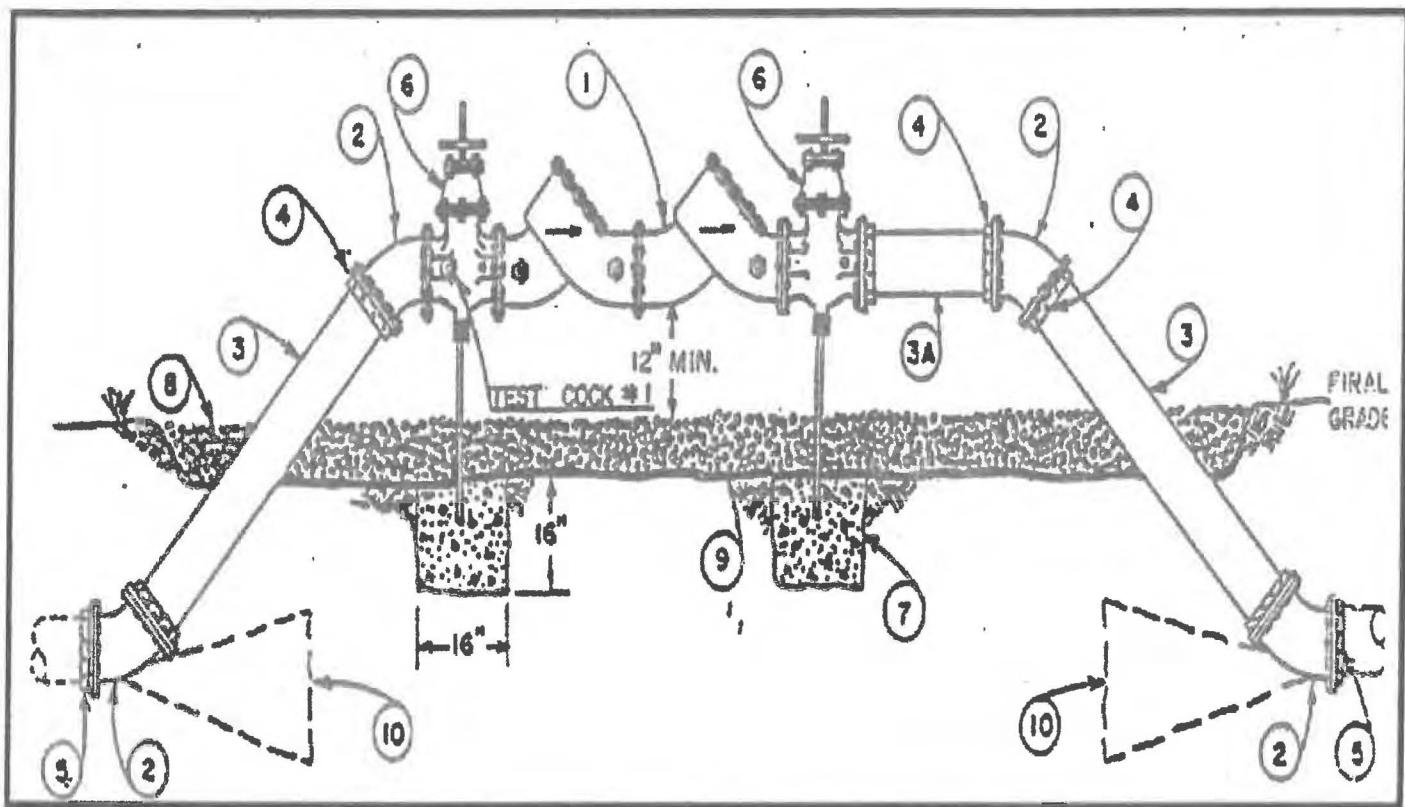
DOUBLE CHECK
BACKFLOW PREVENTER
SINGLE SERVICE: 4", 6", 8"
VERTICAL INSTALLATION



M A T E R I A L S					
ITEM	QUANTITY	4", 6", 8"	DESCRIPTION		
1	1	4", 6", 8"	DOUBLE CHECK VALVE ASSEMBLY		
2	1	4", 6", 8"	BEND - 90° FLANGE - FLANGE		
3	*	4", 6", 8"	PIPE, DUCTILE IRON		
4	1	4", 6", 8"	ADAPTER, FLANGE, D.I.P.		

NOTE: Min. clearance around device - 12" + 3 times pipe diameter. This type of construction is designed for limited working area. (Fire Sprinkler Systems)

**DOUBLE CHECK
BACKFLOW PREVENTER
SINGLE SERVICE: 6", 8"**

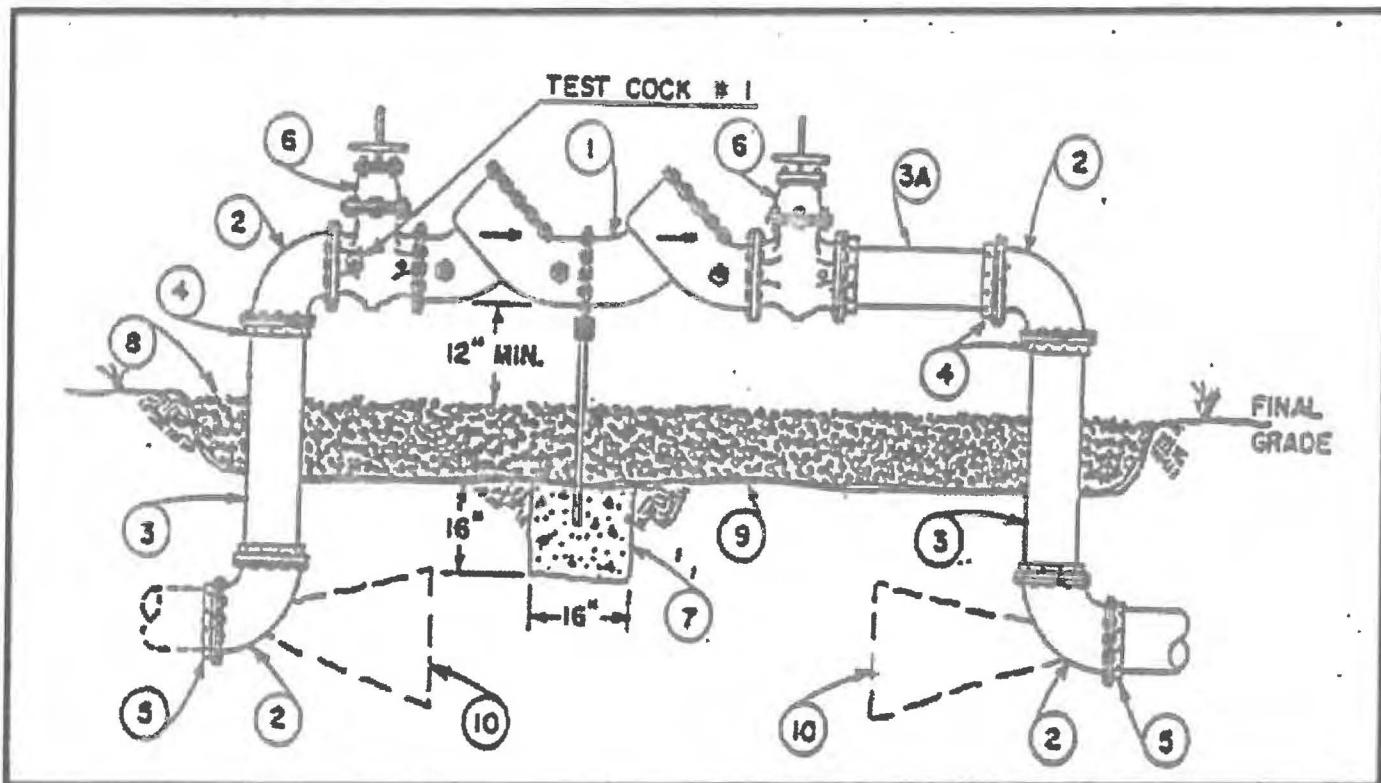


		M	A	T	E	R	I	A	L	S
ITEM	QUANTITY	DESCRIPTION								
1	1	6", 8"	VALVE, DOUBLE CHECK							
2	4	6", 8"	BEND - 45 ⁰ F - F							
3	2	6", 8"	ADAPTER, C.I. (72" LONG) F - PE							
3A	1	6", 8"	ADAPTER, C.I. (24" LONG) F - PE (OPT.)							
4	3	6", 8"	ADAPTER, FLANGE, D.I.P.							
5	2	6", 8"	ADAPTER, FLANGE, P.V.C. (DR - 18)							
6	2	6", 8"	VALVE, GATE, C.I., F - F							
7	1 or 2	2"	IRON PIPE/CONCRETE FOUNDATION							
8	*		PEA GRAVEL							
9	*		PLASTIC LINER							
10	2		REACTION BLOCK							

NOTE:

- Field adjust and cut Item 3 to the proper length.
- Do not interchange Items 4 & 5.

DOUBLE CHECK
BACKFLOW PREVENTER
SINGLE SERVICE: 6", 8"

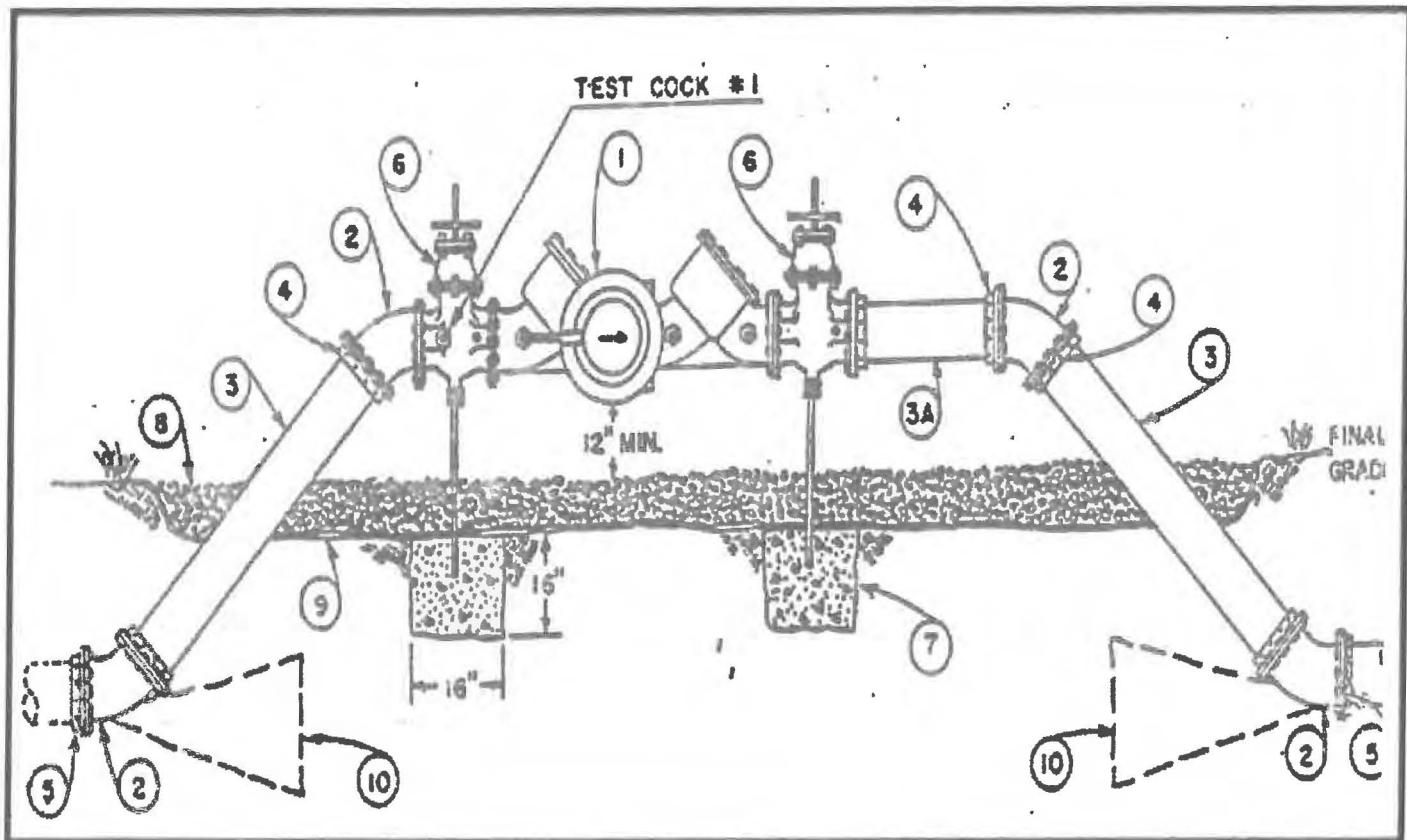


ITEM	QUANTITY	M A T E R I A L	DESCRIPTION
1	1	6", 8"	VALVE, DOUBLE CHECK
2	4	6", 8"	BEND - 90° F - F
3	2	6", 8"	ADAPTER, C.I. (48" LONG) F - PE
3A	1	6", 8"	ADAPTER, C.I. (24" LONG) F - PE (OPT.)
4	3	6", 8"	ADAPTER, FLANGE, D.I.P.
5	2	6", 8"	ADAPTER, FLANGE, P.V.C. (DR - 18)
6	2	6", 8"	VALVE, GATE, C.I., F - F
7	1	2"	IRON PIPE / CONCRETE FOUNDATION
8	*		PEA GRAVEL
9	*		PLASTIC LINER
10	2		REACTION BLOCK

NOTE:

- Field adjust and cut Item 3 to the proper length.
- Do not interchange Items 4 & 5.
- This type of construction is designed for limited working area.

REDUCED PRESSURE
BACKFLOW PREVENTER
SINGLE SERVICE: 6", 8"

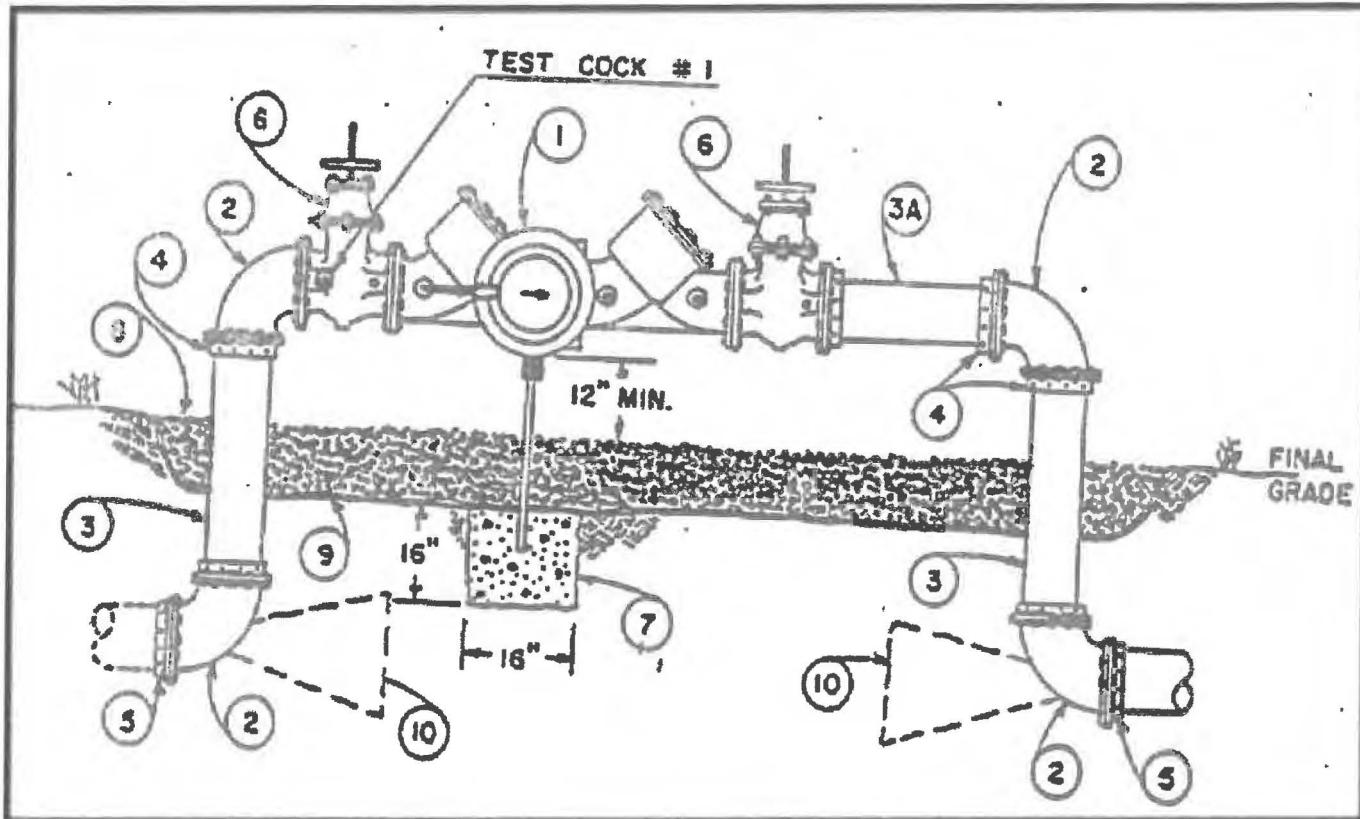


M A T E R I A L S			
ITEM	QUANTITY		DESCRIPTION
1	1	6", 8"	VALVE, REDUCED PRESSURE PRINCIPLE
2	4	6", 8"	BEND - 45° F - F
3	2	6", 8"	ADAPTER, C.I. (96" LONG) F - PE
3A	1	6", 8"	ADAPTER, C.I. (24" LONG) F - PE (OPT.)
4	3	6", 8"	ADAPTER, FLANGE, D.I.P.
5	2	6", 8"	ADAPTER, FLANGE, P.V.C. (DR - 18)
6	2	6", 8"	VALVE, GATE, C.I., F - F
7	1 or 2	2"	IRON PIPE / CONCRETE FOUNDATION
8	*		PEA GRAVEL
9	*		PLASTIC LINER
10	2		REACTION BLOCK

NOTE:

- Field adjust and cut Item 3 to the proper length.
- Do not interchange Items 4 & 5.

REDUCED PRESSURE
BACKFLOW PREVENTER
SINGLE SERVICE: 6", 8"



ITEM	QUANTITY	M A T E R I A L S	DESCRIPTION
1	1	6", 8"	VALVE, REDUCED PRESSURE PRINCIPLE
2	4	6", 8"	BEND - 90° F - F
3	2	6", 8"	ADAPTER, C.I. (48" LONG) F - PE
3A	1	6", 8"	ADAPTER, C.I. (24" LONG) F - PE (OPT.)
4	3	6", 8"	ADAPTER, FLANGE, D.I.P.
5	2	6", 8"	ADAPTER, FLANGE, P.V.C. (DR - 18)
6	2	6", 8"	VALVE, GATE, C.I., F - F
7	1	2"	IRON PIPE / CONCRETE FOUNDATION
8	*		PEA GRAVEL
9	*		PLASTIC LINER
10	2		REACTION LINER

NOTE:

- Field adjust and cut Item 3 to the proper length.
- Do not interchange Items 4 & 5.
- This type of construction is designed for limited working area.

Lake City Standards for Facilities Requiring Protection Against Cross-Connection

There are varying degrees of hazard, and the degree of protection. Lake City's approved backflow device of type designated.

1. Aircraft Facilities – **RP**
2. Automotive Facilities – **RP**
3. Auxiliary Water Systems (Interconnected or Not Interconnected) – **RP**
4. Beverage Bottling Plants – **RP**
5. Breweries – **RP**
6. Buildings with pumps or water storage tanks – **RP**
7. Buildings with sewage ejectors – **RP**
8. Canneries, Packing Houses, and Reduction Plants – **RP**
9. Car Wash and Water Reclamation Systems – **RP**
10. Heating and Air Conditioning Plants – **RP**
11. Chemical Plants – **RP**
12. Chemically Treated Potable Water Systems – **RP**
13. Commercial Laundries – **RP**
14. Dairies and Cold Storage Plants – **RP**
15. Dye Works – **RP**
16. Film Processing Laboratories – **RP**
17. Fire Systems with pump and/or Storage Tanks – **DC**
18. Fire System with Auxiliary Supply – **RP**
19. Food Processing Plants – **RP**
20. School Facilities - **RP**
21. Hospitals – **RP**
22. Mortuaries, Medical and Dental Buildings, and Sanitariums – **RP**
23. Pools - **RP**

24. Irrigation Systems – **RP, PVB**
25. Laboratories using Chemicals – **RP**
26. Manufacturing, Processing, and Fabricating Plant – **RP**
27. Mobile Home Parks – **DC**
28. Oil and/or Gas Facility – **RP**
29. Restricted, Classified or other closed facilities – **RP**
30. Rubber Plants – **RP**
31. Sand and Gravel Plants – **RP**
32. Sewage and Storm Drainage Facilities – **RP**
33. Waterfront Facilities – **RP**
34. Outdoor Hose Spigots – **AVB**
35. Worship Facilities without a Fellowship Hall or Baptism Tank – **DC**
36. Worship Facilities with a Fellowship Hall or Baptism Tank - **RP**

Cross-Connection Control Questionnaire

	YES	NO
1. Is there another source of water to your property other than the service connection to Lake City Water Treatment Facilities?	()	()
2. Is there an irrigation system on your property?	()	()
3. Are there any pumps or tanks to increase water pressure above the supply pressure presently provided by Lake City Water Treatment Facility?	()	()
4. Are there any chemicals used in your operations?	()	()
5. Are there any ejectors used in your operation?	()	()
6. Is there water recycled during the operation of your air conditioner or other equipment at your facility?	()	()
7. Are there any supply lines submerged in tanks, vats, etc.?	()	()
8. Are there any backflow prevention devices installed in any of your piping?	()	()

Data furnished by:

Customer

Date

Address

Location ID

Remarks:

CROSS-CONNECTION SURVEY FORM

Place: _____ Date: _____

Location: _____ Investigator(s): _____

Building Representative(s) and Title(s):

Water Source(s):

Piping System(s):

Points of Interconnection:

Special Equipment Supplied with Water and Source:

Remarks or Recommendations:

Note: Attach sketches of cross-connections found where necessary for clarity of description. Attach additional sheets for room by room survey under headings.

Room Number or Description	Description of Cross-Connection
----------------------------	---------------------------------

Inspected by: _____

LAKE CITY WATER TREATMENT FACILITIES

Inspection _____

CROSS-CONNECTION INSPECTION CHECK LIST

Name of Firm: _____

Mailing Address: _____

Time: _____ Date: _____ Water Pressure: _____ pH: _____ Chlorine Res. _____

Air Conditioning	_____	Fountain, Ornamental	_____
Air Washers	_____	Fountain, Trough	_____
Air Con'd. Condenser Water	_____	Floor Drains Flushing	_____
Air Con'd. Chillwater	_____	Garbage Can Washer	_____
Air Con'd Cooling Towers	_____	Garbage Disposers	_____
Air Compressors	_____	Hydro-Therapy Baths	_____
Aspirator, Lab	_____	Humidifier Tanks & Boxes	_____
Aspirator, Medical	_____	Hose Faucets	_____
Aspirator Weedicide Ect.	_____	Hot Water Heater & Tanks	_____
Autoclave & Sterilizer	_____	Ice Maker	_____
Boiler	_____	Janitor Closets	_____
Baptismal Fount	_____	Lab Equip.	_____
Bathtub	_____	Laundry Machine	_____
Bedpan Washer, Flushing Rim	_____	Lavatory	_____
Brine Tank	_____	Lawn Sprinkler	_____
Bottle Washer	_____	Line Color Coded	_____
Chemical Feeder Tanks	_____	Make -up Tank	_____
Chlorinator	_____	Pump, Prime Lines	_____
Coffee Urn	_____	Pump, Water Oper. Eject	_____
Cuspidor (Gym)	_____	Photo Lab Sinks	_____
Chiller Tanks	_____	Photostat Equipment	_____
Cooking Kettles	_____	Pump Pneumatic Eject	_____
Condensate tank	_____	Pipette Washer	_____
Demineralizer System	_____	Potato Peeler	_____
Dishwasher	_____	Processing Tanks	_____
Drinking Fountain	_____	Re-circulated Water	_____
Dye Jiggs	_____	Sewer, Sanitary	_____
Dye Vats & Tanks	_____	Sewer, Storm	_____
Developing Tanks	_____	Swimming Pool	_____
Dye Washers	_____	Sewer, Flushing Manhole	_____
Bathing Tanks	_____	Steam Cleaner	_____
Stills	_____	Steam Table	_____
Starch Tanks	_____	Urinals	_____
Sitz Bath	_____	Ultrasonic Baths	_____
Sprinkler System	_____	Vats	_____
Shampoo Basin Hose Rinse	_____	Vegetable Peeler	_____
Sinks, Wash-up	_____	Water Closets, Tank	_____
Serrated Faucets	_____	Water Closets, Flush	_____
Sizing Vats & Cones	_____	Water for Cooling	_____
Solution Tanks	_____	Water Oper. Equip.	_____
Urinal, Siphon Jet Blow-Out	_____	Water Treatment Tanks	_____
Urinal, Trough	_____	Wash Tanks	_____

Remarks: _____

Cross-Connection Control Questionnaire

	YES	No
1. Is there another source of water to your property other than the service connection to Lake City Water Treatment Facilities?	()	()
2. Is there an irrigation system on your property?	()	()
3. Are there any pumps or tanks to increase water pressure above the supply pressure presently provided by Lake City Water Treatment Facility?	()	()
4. Are there any chemicals used in your operations?	()	()
5. Are there any ejectors used in your operation?	()	()
6. Is there water recycled during the operation of your air conditioner or other equipment at your facility?	()	()
7. Are there any supply lines submerged in tanks, vats, etc.?	()	()
8. Are there any backflow prevention devices installed in any of your piping?	()	()
9. Is there a pool or hot tub on the property?	()	()

Data furnished by:

Customer

Date

Address

Location ID

Remarks:



**Lake City Utilities
Price Creek
Water Treatment Facilitie
144 SE Ozone Loop
Lake City, Florida 32025
Phone (386) 466-3350**

Date: _____ # _____

Address: _____

NOTICE OF VIOLATION

A backflow inspection was performed today and the following was noted:

- ___ Backflow device leaking requiring repair
- ___ Incorrect backflow device installed
Requiring replacement.
- ___ Backflow device needs to be installed.

Other(print) _____

Inspected by:

City Rep. (SIGN)

(PRINT)

- Backflow device leaking requiring repair.
- Incorrect backflow device installed
Requiring replacement.
- Backflow device needs to be installed.

Other (print)

EXHIBIT

Inspected by:
City Rep. (SIGN)

TEST & MAINTENANCE REPORT
CROSS CONNECTION CONTROL DEVICES

NAME OF PREMISE: _____
STREET ADDRESS: _____

LOCATION OF DEVICE: _____

TYPE OF DEVICE: RP () D.C. () PVB () SIZE: _____
MANUFACTURER: _____
MODEL NUMBER: _____ SERIAL NUMBER: _____

PRESSURE DROP ACROSS FIRST CHECK VALVE _____ PSI

	CHECK VALVE #1	CHECK VALVE #2	DIFFERENTIAL PRESSURE RELIEF VALVE	PRESSURE VACUUM BREAKER
I N I A L T E S T	1. LEAKED () 2. CLOSED TIGHT ()	1. LEAKED () 2. CLOSED TIGHT ()	OPENED AT _____ LBS. DID NOT OPEN ()	AIR INLET OPENED AT _____ PSI DID NOT OPEN ()
R E P A I R S	CLEANED () REPLACED: RUBBER PARTS KIT () C.V. ASSEMBLY () OR DISC () O-RINGS () SEAT () SPRING () STEM/GUIDE () RETAINER () LOCK NUTS () OTHER ()	CLEANED () REPLACED: RUBBER PARTS KIT () C.V. ASSEMBLY () OR DISC () O-RINGS () SEAT () SPRING () STEM/GUIDE () RETAINER () LOCK NUTS () OTHER ()	CLEANED () REPLACED: RUBBER PARTS KIT () C.V. ASSEMBLY () OR DISC () O-RINGS () SEAT () SPRING () STEM/GUIDE () RETAINER () LOCK NUTS () OTHER ()	CHECK VALVE: LEAKED () CLOSED TIGHT () CLEANED () REPLACED: C.V. ASSEMBLY () DISC. AIR INLET () DISC. C.V. () SPRING () RETAINER () GUIDE () O-RING () OTHER ()
FIN AL TE ST	CLOSED TIGHT ()	CLOSED TIGHT ()	OPEN AT _____ LBS. REDUCED PRESSURE	SATISFACTORY ()

NOTE: ALL REPAIRS/REPLACEMENT SHALL BE COMPLETED WITHIN TEN (10) DAYS.

REMARKS: _____

I HEREBY CERTIFY THAT THIS DATA IS ACCURATE AND REFLECTS THE PROPER OPERATION AND MAINTENANCE OF THE UNIT.

CERTIFIED TESTING COMPANY _____

INITIAL TEST BY _____ CERTIFIED TESTER NO. _____ DATE _____
REPAIRED BY _____ DATE _____
FINAL TEST BY _____ CERTIFIED TESTER NO. _____ DATE _____

WHITE: TO LAKE CITY WATER TREATMENT FACILITIES YELLOW: TO TESTER BLUE: TO OWNER



RE: [Name] at [Address]

Dear Water Customer,

The City of Lake City *Backflow Prevention Program* is required by the Federal Environmental Protection Agency, the State Department of Environmental Protection, and is defined in the City of Lake City Municipal Code (Chapter 102, Article III, Sections 102-330). Backflow Prevention Assemblies (BPA's) are installed to prohibit the backflow of potentially contaminated water into the City's Public Water System through cross connections. Per City Ordinance, Florida Regulations, and Plumbing Codes, BPA's must be installed, if required, and performance tested on an annual basis to ensure they are working properly to protect the public water supply. The City of Lake City has contracted with HydroCorp to manage this required program.

An inspection of your property was recently completed on [LASTSURVEYDATE]. During this inspection it was identified that a backflow prevention assembly needs to be installed. **You are required to install a [RP] Reduced-pressure principle assembly as containment after your water meter. Property Owners are responsible for all fees related to the installation of the BPA and will pay the contractor directly for such services.**

If your BPA is not installed within the 30 day allotted time frame the **City of Lake City will initiate corrective action up to termination of water service** and these costs will be added to your City Utility bill. **These requirements must be completed by [Date]. After the requirements and devices have been installed please call the number below on or before the date listed above to schedule a compliance inspection.**

Following completion of your assembly new installation, your test forms must be emailed to HydroCorp, Inc. at: mperez@hydrocorpinc.com or, osbornm@lcfla.com. You can also faxed to: City of Lake City at: 386-466-3365. Please retain a copy of the device test results for your records.

If you have any questions or require additional information, please contact the City at 386-466-3350.

Thank you for your support and cooperation on this important issue.

City Charter – Chapter 102

ORDINANCE 2023-2257

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA,
AMENDING CHAPTER 102 OF THE CITY CODE OF
ORDINANCES; PROVIDING FOR AMENDMENTS TO THE CITY'S
UTILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR
THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS the City Council adopted rules of its meetings in 1968, and said rules were codified in the City Code of Ordinances and from time to time said rules have been amended; and

WHEREAS the City Council adopted Ordinance 1993-735 which established a Chapter of the City Code for Utilities; and

WHEREAS the City Council finds that it is in the best interests of the citizens of the City of Lake City that Chapter 102 be updated and amended; and

WHEREAS the City Council further finds that it is in the best interests of the citizens of the City of Lake City to amend Chapter 102 of the City's Utilities.

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY
OF LAKE CITY, FLORIDA AS FOLLOWS:**

Section 1. The above recitals are true and accurate and adopted and incorporated herein.

Section 2. The following Chapter 102 of the City Code of Ordinances titled "Utilities" is amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Chapter 102 - UTILITIES

Article I. - General

Article II. - Fees; Deposits; Charges

Article III. - Water Service

Article IV. - Sewer Service

Article V. - Gas Service

Article VI. - Reclaimed Water Distribution System

Article VII. - Storm-water Management Utility System

Charter reference— Public utilities, § 201(i).

Cross reference— ~~Special standing advisory committees and advisory boards, § 2-48; General duties of director of public works, § 2-147; buildings and building regulations, Ch. 22; plumbing, § 22-161 et seq.; fire prevention and protection, Ch. 46; floods, Ch. 50; franchise agreements, Ch. 52; health and sanitation, Ch. 54; personnel, Ch. 70; planning, Ch. 74; solid waste, Ch. 83; streets, sidewalks and other public places, Ch. 86; subdivisions, Ch. 90; public service tax, § 94-61 et seq.~~

State Law reference— Public utilities, F.S. Ch. 366; water and wastewater systems, F.S. Ch. 367; water resources, F.S. Ch. 373; drinking water, F.S. § 403.850 et seq.

ARTICLE I.

Sec. 102-110- GENERAL

Sec. 102-110.1- Declaration of policy.

(1) The City owns, operates, maintains and has proprietary authority over a utility system consisting of a water supply and distribution system, sanitary sewer collection and disposal system, natural gas distribution system, reclaimed water distribution system and stormwater collection system, including the necessary fixtures, plants, facilities and other apparatus appurtenant to and a part of such systems, which is operated, maintained and administered as one comprehensive utility system.

(2) Pursuant to the provisions of Subsection 180.02(3), F.S., there is hereby created the following described service area or zone in which the city shall have the authority to execute its corporate powers over the utility system: All lands inside the corporate limits of the city and all lands equal to or less than 5 miles outside the corporate limits of the City. Only lands now being served with a similar component of the utility system by any local government or private company defined in subsection 180.05 and 180.06, F.S. are excluded.

(3) All system facilities and appurtenances within dedicated public right-of-way's or easements when constructed or accepted by the City shall become and remain the property of the City. All facilities that have been conveyed, dedicated or transferred to and accepted by the City shall become the property of the City and will be operated, maintained and repaired by the City.

(4) No applicant or customer shall by payment of any charges provided herein, or by causing any construction of facilities accepted by the City, acquire any interest or right in any such facilities or any portion thereof, other than the privilege of having his/her/its property connected to the City's system in accordance with this article.

(5) The City shall inspect and keep its facilities in good repair, but assumes no liability and shall be held harmless for any damage caused by the system that is

beyond the control of normal maintenance or due to situations not previously reported to the department. This shall include damage due to breaking of the pipes, poor quality of water caused by unauthorized or illegal entry of foreign material into the system, faulty operation of fire protection facilities, or other reasons.

(6) When system lines and appurtenances are initially installed by a person or entity other than the City, said lines and appurtenances will not be accepted by the City unless the facilities are within a dedicated public right-of-way or easement and constructed by a licensed contractor. Additionally, a system performance bond for a performance period of not less than 12 months will be required prior to acceptance of the system by the City. Any new easement, licensed or permitted area, shall be adequately sized to accommodate construction and maintenance of any system component. No obstruction of whatever kind shall be planted, built, or otherwise created within the limits of the easement, right-of-way, licensed or permitted area.

(7) In order to maintain, replace, expand and improve the utility system for the purpose of preserving the public health and safety of the citizens and inhabitants of the City and County and to ensure the continued supply of the essential services provided by the facilities of the utility system, it is necessary and essential that the City establish criteria for activities related to the connection, use, unlawful use, and enforcement of violations of the utilities system. Therefore, the City shall have regulatory authority over:

(a) The original installation, subsequent additions, alterations, changes in construction or materials, upgrades or demolition of all physical facilities on private property which connect to the utility system such as, but not limited to, grease traps, sand traps, and retention ponds.

(b) The volume, strength, characteristics, screening and pretreatment of all liquid and other waste materials originating on private property and being discharged into the utility system.

(c) The design, construction, operation, and maintenance of, but not limited to, effluent structures, regulator tanks, metering devices, screening, pretreatment equipment and processes located on private property, which discharge or connect to the City utility system, in addition to any other local, state or federal regulatory agency or entity.

(8) Except as otherwise provided herein, the Executive Director of Utilities City Manager/Assistant City ManagerEDU shall administer, implement, and enforce the criterion, rules and requirements of this chapter. The City Manager/Assistant City ManagerEDU shall also authorize, issue and deny permits and licenses under the criteria, rules and requirements of this chapter. Any powers granted to or duties imposed upon the City Manager/Assistant City ManagerEDU may be delegated by the City Manager/Assistant City ManagerEDU to other City personnel such as, but limited to, the City Engineer, Assistant Utility Director, and/or Utility Department Division Directors.

(9) To insure that the provisions of the City's ordinances, regulations and procedures are being observed, duly authorized employees of the City bearing proper credentials and identification shall have the right and shall be permitted to enter upon all properties for the purposes of testing, inspection, observation, measurement, sampling, records examination and copying to determine whether the user is complying with all requirements of this chapter, any permit or order issued hereunder and/or for removing any portion of the utility system in accordance with the provisions of this chapter. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, duly authorized employees of the City bearing proper credentials and identification will be permitted to enter without delay for the purposes of performing specific responsibilities.

(a) In all cases, duly authorized staff shall have the right to enter any property to perform assigned duties outside of buildings and structures without landowners or occupants being present.

(b) In all cases, duly authorized City officials shall have the right to enter any nonresidential structure, for the purpose of inspecting for cross connections, or any other possible violation when there is a reasonable cause to believe that an ordinance or regulation is being violated. Inspections where there is a reasonable cause to believe that an ordinance or regulation is being violated shall be at such times and shall occur with such frequency as is necessary to establish that an ordinance or regulation is or is not being violated. The customer, user, or property owner shall be present when duly authorized staff must perform assigned duties inside buildings and structures. The authorized City officials shall first seek the permission of the owner, operator or manager of the premises.

(c) Inspections without cause to believe that an ordinance or regulation is being violated shall be at reasonable times and shall not exceed a reasonable frequency. The customer, user, or property owner shall be present when duly authorized staff must perform assigned duties inside buildings and structures. The authorized City officials shall first seek the permission of the owner, operator or manager of the premises.

(d) Each customer of the comprehensive utility system shall, by acceptance of the services provided by the system, give consent to City officials to enter upon such premises in accordance with this subsection.

(e) Refusing to permit an authorized official of the City to enter onto the premises for the purposes of inspecting, observing, measuring, sampling, testing, and/or removing any portion of the utility system shall be grounds for immediate discontinuance of water, sewer, gas and/or reclaimed water services.

(f) If the authorized City official has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable

cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of an inspection and/or sampling program of the City designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City Manager/Assistant City Manager~~EDU~~, may seek issuance of an inspection warrant pursuant to F.S. §933.20 et seq. (Ord. No. 2012-2027, §1, 8-20-12)

(10) The City Manager/Assistant City Manager~~EDU~~, at his/her sole discretion, shall have the right to deny any application or extend services when it is determined that it is not in the best interest of the City to provide for such service based upon, but not limited to, budgetary or manpower constraints, physical limitations, unavailability of services or inadequate capacity for wastewater treatment.

(11) The City Manager/Assistant City Manager~~EDU~~ may extend or make additions to the utility systems, beyond the distances or thresholds found in subsection 102-110.6(1) of this chapter, if he determines that it is a benefit to the City to do so.

(12) Any decision made by the City Manager/Assistant City Manager~~EDU~~ pursuant to this chapter, may be appealed to the Utility Advisory Committee~~City Council~~. ~~Any decision made by the Utility Advisory Committee may be appealed to the City Council~~ for a final and binding decision, if necessary.

(13) When authorized City officials are performing duties required by this chapter, the individual shall not be held personally liable by customers, users, or land owners. In addition, the City shall not be held liable for any fine or penalty imposed by this chapter for failure to perform such duty.

(Ord. No. 2007-1099, § 1, 3-5-07) (Ord. No. 2009-1178, § 4, 3-2-09; Ord. No. 2012-2028, § 1, 8-20-12) (Ord. No. 93-735, § 1(28-1), 9-7-93) (Ord. No. 2007-1099, § 1, 3-5-07) (Ord. No. 2012-2027, §1,8-20-12)

Sec. 102-110.2 – Abbreviations and Definitions.

(1) The following words, terms and abbreviations shall have the meanings described herein.

(a) Abbreviations

AWWA	American Water Works Association
BOD	Biochemical Oxygen Demand
BMP	Best Management Practice
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand

DEP	Department of Environmental Protection
DRI	Developments of Regional Impact
EPA	U.S. Environmental Protection Agency
ERU	Equivalent Residential Unit
F.A.C.	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
F.S.	Florida Statutes
Gpd	Gallons Per Day
mg/l	Milligrams Per Liter
NPDES	National Pollutant Discharge Elimination System
OGMP	Oil and Grease Management Program
PGA	Purchase Gas cost Adjustment
POTW	Publicly Owned Treatment Works
PPM	Parts Per Million
PUD	Planned Unit Development
RCRA	Resource Conservation and Recovery Act
SIC	Standard Industrial Classification
SIU	Significant Industrial User
SRWMD	Suwannee River Water Management District
TSS	Total Suspended Solids
U.S.C.	United States Code
WPCF	Water Pollution Control Federation

(b) Definitions

Act or the Act shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

Applicant shall mean the person, organization or corporation who submits an application, requesting services from the utility system be made available at a specific location, and thereby agrees to pay for all such services at that location.

Approval Authority shall mean the Department of Environmental Protection.

Approving Authority shall mean the City Council, City Manager, EDUAssistant City Manager, or other designated official of the City.

Authorized Representative of the user shall mean:

a. If the user is a corporation:

i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation and who is in fact a legal agent of the corporation; or

ii. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements, and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

b. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

c. If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

d. The individuals described in paragraphs (a) through (c), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

Available shall mean that a functioning sewer, water, stormwater, reclaimed water, or gas distribution main is located within one hundred feet of the property to be served.

Backflow Prevention Device shall mean a device installed at the customer's potable water meter to prevent the flow of any contaminated fluids into the public water system.

Back Flush shall mean the act of returning previously removed material to a grease interceptor or trap.

Baffles shall mean the interior or exterior walls of a storm water inlet, grease interceptor or trap that deflects, checks or regulates flow.

Beneficiaries of Stormwater Management Utility Services shall mean all developed property in the stormwater service area which benefit by the acquisition, management, maintenance, extension, and improvement of the public stormwater systems and regulation of public and private stormwater systems, facilities and activities related thereto, or which will ultimately benefit by the City's stormwater management program. Such benefits may include but are not limited to the provision of adequate systems and programs to ensure the proper collection, control, conveyance, detention, retention, treatment, and release of stormwater runoff, reduction of hazards to property and persons, and improvement of the general health, safety and welfare of the community.

Best Management Practices or *BMP's* shall mean schedules of activities, prohibitions of practices, maintenance procedures and other management practices to implement the prohibitions listed in Section 2.1 A and B [40 CFR 403.5(a)(1) and (b)] and the Florida Erosion and Sediment Control Inspector's Manual. BMP's include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, drainage from raw materials storage or erosion and sediment. [Note: BMP's also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.

Biochemical Oxygen Demand shall mean the quantity of oxygen, expressed in parts per million by weight, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of 20 degrees Celsius. The laboratory determinations shall be made in accordance with procedures set forth in the Standard Methods.

Bypass shall mean the intentional diversion of waste streams from any portion of a user's treatment facility.

Categorical Pretreatment Standard or *Categorical Standard* shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. § 1317) that apply to a specific category of users and that appear in 40 CFR Chapter 1, Subchapter N, Parts 405-471.

Certified Backflow-Prevention Tester or Certified Backflow-Prevention Specialist shall be a person holding a valid and current certification by the American Backflow Prevention Association.

Characteristics shall mean, but shall not be limited to, BOD, COD, pH, suspended solids, settleable solids, total solids, fixed solids, chlorine demand, and objectionable items described in this article.

Chemical Oxygen Demand shall mean the quantity of oxygen, expressed in parts per million by weight, utilized in the oxidation of inorganic matter satisfied to 97.5 percent during 24 hours at a temperature of 20 degrees Celsius, in accordance with procedures set forth in Standard Methods.

Chlorine Requirement shall mean the amount of chlorine, in parts per million by weight, which must be added to sewage and/or industrial waste to produce a specified residual chlorine content, or to meet the requirements of some other objective, in accordance with procedures set forth in Standard Methods.

City shall mean the City of Lake City, Florida.

City Council shall mean the duly elected members of the City Council of the City of Lake City, Florida.

City Utilities shall mean the utility system owned and operated by the City of Lake City.

Commercial Consumer, Commercial, Commercial User, or Nonresidential User, all shall mean any consumer other than a residential user or residential unit.

Consumer shall mean the person or persons who actually receive, utilize and/or contribute, to the utility system.

Control authority shall mean the City of Lake City.

Control Effluent Structure shall mean a permanent structure installed in the building sewer for the purpose of screening, measuring and sampling industrial waste.

Cooling Water shall mean the clean wastewater from air conditioning, industrial cooling, condensing and similar apparatus and from hydraulically powered equipment. In general, cooling water will include only water which is sufficiently clean and unpolluted and capable of being discharged, without treatment or purification, into any natural open stream or watercourse without offense.

County shall mean Columbia County, Florida.

Cross Connection shall mean any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage, or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeable devices and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross connections.

Customer shall mean the owner(s) of the property being served, who may also be referred to as the "user".

Daily Maximum shall mean the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Decanting shall mean the act of returning water to a grease interceptor or trap that has been separated from the waste removed from a grease interceptor or trap.

Delivery Points shall mean the points of connection of the city's reclaimed water system to the user's irrigation system.

Developed Land shall mean all property in the stormwater service area altered from a natural state by clearing, grading, paving, compaction, construction of structures, impervious surfaces or drainage works so that stormwater runoff from the property is changed in quantity, quality, or point of discharge from that which would occur in the natural condition.

Developer shall mean any person or legal entity engaged in the business of making improvements to or subdividing real property to which services from the utility system are to be rendered by the City.

Distribution Mains shall mean those conduits used to supply potable or reclaimed water to service lines from the pumping station or treatment plant.

District shall mean the Suwannee River Water Management District.

Dwelling shall mean a living unit, house, mobile home, apartment or building used primarily for human habitation. Dwelling shall not include dormitories, rooming houses, business or industrial facilities, hotels, motels, tourist courts or other accommodations for transients,

Emulsions shall mean a mixture of two immiscible (non-blendable) substances. One substance (the dispersed phase) is dispersed in the other the continuous phase. Examples of emulsions include butter and margarine, milk and cream, espresso, mayonnaise.

Equivalent Residential Unit shall mean the basic unit for the computation of stormwater service charges and is defined as 2,087 square feet of impervious area, which represents the estimated average impervious area for all single-family residential parcels in the stormwater service area. The ERU shall serve as a reference from which an equitable distribution of the cost of services and facilities can be made among all properties in the stormwater service area through a stormwater management service fee rate methodology. All single-family residential parcels in the stormwater service area will each be billed as one ERU. All nonresidential parcels in the stormwater service area will be billed based upon the ERU equivalency factor on the parcel.

Equivalent Residential Unit shall mean the average estimated daily demand or a residential dwelling unit, as described in the Florida Administrative Code 64E-6.008, table II, for estimated domestic sewage flows. Presently, one ERU equals 250 gallons per day.

ERU Equivalency Factor shall mean the ratio of the square feet of impervious surface on the parcel compared to the square feet of impervious surface in one ERU.

Environmental Protection Agency shall mean the U.S. Environmental Protection Agency

~~*Executive Director of Utilities (EDU)* shall mean the Director of the Lake City Utilities Department. The person designated by the City to supervise the operation of the Publicly Owned Treatment Works (POTW), and who is charged with certain duties and responsibilities by this article.~~

Existing Source shall mean any source of discharge, the construction or operation of which commenced prior to the publication by DEP of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Rule 62-625, FAC.

Fixed Solids shall mean residue remaining after burning off volatile solids at 1,200 degrees Fahrenheit.

Force Main shall mean a pipeline on the discharge of a pump carrying sewage flow under pressure.

Garbage shall mean the residue from the preparation and dispensing of food, and from the handling, storage and sale of food products and produce.

Grab sample shall mean a sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

Ground Garbage shall mean the residue from the preparation, cooling and dispensing of food for commercial or industrial purposes.

Hydrologic Response of a Property shall mean the manner and means whereby stormwater collects, remains, infiltrates, and is conveyed from a property. It is dependent on a number of factors, including but not limited to the size, shape, topography, vegetation, superficial geologic conditions, antecedent moisture conditions, groundwater conditions, and presence of impervious or semi-impervious surfaces on the property.

Impact Fees shall mean the charges as provided in section 102-210.4 of this chapter and those fees imposed and collected to provide for the expansion of the utility system necessary to provide service to additional utility customers.

Impervious Surfaces shall mean those areas in the stormwater service area which prevent or impede the infiltration of stormwater into the soil as it entered in natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, concrete, asphalt, sidewalks, walkways, patio areas, driveways, compacted gravel and soil surfaces, and other surfaces which prevent or impede the natural infiltration or stormwater runoff patterns which existed prior to development. Impervious surfaces shall also include semi-impervious areas such as lime rock and millings.

Indirect Discharge or Discharge shall mean the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

Industrial Wastes shall mean the liquid or water-carried wastes of any business or commercial operation or industrial process not clearly included within the definitions of sanitary sewage, stormwater, cooling water or subsoil drainage.

Instantaneous limit shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the city's DEP and/or NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the

following statutory/regulatory provisions or permits issued thereunder, or any more stringent state regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title 11 commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Irrigation System shall mean an underground system with permanently placed sprinkler devices. Below-ground hose bibs contained in a locked valve box will be permitted in conjunction with an underground sprinkler system for specific purpose. Request for lock box must be made in writing to City utilities. Lock box and apparatus must be purchased from the City utilities and installed in accordance with the City utilities reclaimed water regulations. Above ground hose bibs (faucets) with hoses and sprinklers shall not constitute an irrigation system.

Local Limit shall mean specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFD 403.5(a)(1) and (b).

Lot shall mean a part of a subdivision or any other parcel of land intended as a unit for building, development or transfer of ownership or both. Parcels of land less than one acre for commercial projects or multifamily dwellings and parcels of land for each single-family dwelling shall be considered lots.

Medical Waste shall mean Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Meter shall mean the measuring device installed, operated, maintained and owned by the City on a service line for the purpose of accurately measuring usage by a customer.

Mobile Home shall mean a detached residential dwelling designed for long-term occupancy and intended to be transported after fabrication on streets and highways on its own wheels or on a flatbed or other trailer and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy, except for minor and incidental unpacking and assembly operations, location on jacks or permanent foundation, connection to utilities and the like.

Mobile Home Park shall mean a parcel of property zoned under the provisions of applicable City or County regulations, whose allowed and recognized use is the business of renting spaces or lots upon which mobile homes are placed and occupied as single-family dwellings and shall include any

associated common facilities and/or areas such as, but not limited to, offices, laundry and recreational facilities, restrooms, and pool houses.

Modified Source shall mean the construction on a site at which an existing source is located and results in a modification rather than a new source, if the construction does not create a new building, structure, facility, or installation but otherwise alters, replaces, or adds to existing process or production equipment.

Motel shall mean motor hotel, tourist court and/or transient accommodations primarily for those persons traveling by automotive vehicles and consisting of two or more units or buildings designed to provide sleeping accommodations and with customary accessory uses. A building or group of buildings for travelers to stay in which the rooms are usually reached directly from an outdoor parking area.

Multifamily shall mean dwellings such as triplexes, quadraplexes, townhouses, condominiums, apartment buildings, apartment complexes or areas of intensified dwelling.

New Source shall mean any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that the building, structure, facility, or installation is constructed at a site at which no other source is located; or the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or the production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, shall be considered. New source shall also mean the building, structure, facility, or installation constructed at a site at which no other source is located; or the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or the production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, shall be considered.

New Source Construction shall mean construction of a new source as defined under this paragraph has commenced if the owner or operator has begun, or caused to begin, as part of a continuous on-site construction program, any placement, assembly, or installation of facilities or equipment; or significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water shall mean water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, finished product, or to which the only pollutant added is heat.

Nonresidential Parcel shall mean any developed property not fitting the definition of single-family residential parcel contained in this section and such property shall be deemed and treated as a nonresidential parcel for the purposes of stormwater management service charges. Nonresidential parcels shall include, but not be limited to, boarding houses, hotels and motels, houses used primarily for commercial purposes, commercial properties which include dwelling units, storage areas, railroad rights-of-way, parking lots, park and recreation properties, public and private schools, hospitals and convalescent centers, office buildings, retail businesses, lands in agricultural use which alters the natural hydrologic response, water reservoirs and wastewater treatment plants.

Off-site Facilities shall mean those components of the utility system located outside the customer's property.

On-site Facilities shall mean those components of the utility system located within the customer's property.

Parts Per Million shall mean a weight-to-weight ratio. The parts per million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.

Pass Through shall mean a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's, FDEP and/or NPDES permit, including an increase in the magnitude or duration of a violation.

Person shall mean any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association,

society, institution, enterprise, governmental agency, partnership, organization, group, trust, estate, or other entity of any kind; or their legal representatives, agents, or assigns.

Pollutant shall mean dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard or as prohibited by Rule 62-625.410(5), FAC.

Pretreatment Requirements shall be any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

Pretreatment Standards or Standards shall mean prohibited discharge standards, and categorical pretreatment standards, and local limits by FDEP established in Rule 62-625.400, FAC.

Prohibited Discharge Standards or Prohibited Discharges shall mean the absolute prohibitions against the discharge of certain substances; established by Rule 62-625.400, FAC.

Property shall mean the land or improvements upon the land which the applicant or customer is the owner, or over which the applicant or customer has legal authority to control sufficiently to authorize application for services from the utility system.

Property Owner, or Owner of Property, or Owner shall mean both the owner of fee in any real estate and also all tenants, lessees or others in control or possession and use of the property in question, or any interest therein, and his, her, it's or their agents or representatives as the interest, duties, powers or liabilities of each may be.

Publicly Owned Treatment Works (POTW) shall mean a treatment works, as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of

a liquid nature and any conveyances which convey wastewater to a treatment plant.

Pumping Stations shall mean a structure housing pumps and appurtenances to lift sewage from a low level to a higher level sewer and/or waste treatment facilities.

Reclaimed Water shall mean wastewater that has received at least advanced secondary treatment, in accordance with chapter 62-610, F.A.C., and is reusable after flowing out of a wastewater treatment facility

Regulator Facility shall mean a structure, and related appurtenances whose function is to limit the flow and/or slugs to a sewer and/or waste treatment facility to a predetermined waste strength.

Residence, Residential Dwelling or Residential Unit shall mean any property, structure, building, improvement, or premise used by a customer as the customer's principal separate independent dwelling or housekeeping unit, whether owned, rented or leased, and containing sleeping, kitchen and sanitary facilities. Each apartment and/or mobile home so used constitutes a residence or residential unit.

Reuse shall mean the deliberate application of reclaimed water, in compliance with the state department of environmental protection rules, for a beneficial purpose.

Scavenger waste shall mean putrid or offensive matter, the contents of privies, septic tanks and cesspools and all other materials and substances, chemicals or chemical compounds and/or industrial waste not allowed to be discharged into the sewer system.

Senior Citizen shall be defined as any person who is the owner or occupant of a residential unit who has reached the age of 65 years.

Septic Tank Waste shall mean any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Service shall mean the readiness and ability on the part of the City to furnish gas, reclaimed water or water to, or collect sewer or stormwater from the customer on demand. Thus, the maintenance of the utility system at the point of delivery or presence of the utility system at the point of collection shall constitute the rendering of service irrespective of whether the customer makes any use thereof.

Service Line shall mean the conduit for water, reclaimed water or gas from the distribution main to the property line.

Setback or Setback Distances shall mean the distance between the wetted site area subject to land application of reclaimed water, and surface waters and potable water supply wells, as required by the provisions of Ch. 62-610.471, F.A.C. Setback shall also mean the distance from a structure or object that there shall be no construction or obstructions.

Severe Property Damage shall mean substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. Sewage disposal system, private, means any privately-owned facility or system used for the treatment and disposal of sewage and/or industrial waste.

Sewage shall mean human excrement and gray water (household showers, dishwashing operations, etc.).

Sewage, Normal or Normal Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, having the following limiting chemical characteristics:

- a. BOD five-day 20 degrees Celsius: 200 ppm (maximum 450 ppm).
- b. Suspended solids: 200 ppm (maximum 350 ppm).
- c. Hydrogen ion concentration: pH 5.0 to 9.5.
- d. Chlorine demand: (30 minutes room temperature) 25 ppm.
- e. Grease: 100 ppm.

Sewage, Sanitary or Sanitary Sewage shall mean sewage, which is derived principally from dwellings, business buildings, and institutions, excluding stormwater and surface water and industrial wastes.

Sewage Treatment Works shall mean any arrangement of devices and structures for treating sewage, industrial wastes and sludge.

Sewer shall mean a pipe or conduit for conveying sewage or any other waste liquids, including stormwater, surface water and groundwater drainage to the systems designed to carry this waste.

Sewer, Combined or Combined Sewer shall mean a sewer receiving a mixture of stormwater and sanitary sewage with or without industrial wastes.

Sewer Connection shall mean the connecting sewer pipe installed by the City from the sanitary sewer in the street, alley, or right-of-way to the point of connection with the building sewer.

Sewer Main shall mean that part of the sewer system intended to serve more than one sewer connection and located within public space, public right-of-way or public easement.

Sewer, Private or Private Sewer shall mean a sewer, either in private property or in a public street, which has not been constructed by a public agency.

Sewer, Public or Public Sewer shall mean a sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the boundaries that serve one or more persons and ultimately discharge into the City sanitary or combined sewer system, even though these sewers may not have been constructed with City funds.

Sewer, Sanitary or Sanitary Sewer shall mean a sewer that conveys sewage or industrial wastes or a combination of both, and into which stormwater, surface water and groundwater, or unpolluted industrial wastes are not admitted.

Sewer, or Storm Sewer shall mean a sewer that carries stormwater, surface water and groundwater drainage and cooling water from air conditioning systems but excludes sewage and polluted industrial wastes.

Sewer system shall mean all facilities owned by the City for collecting, pumping, treating, and disposing of sewage and industrial wastes.

Sewer Tap shall mean the horizontal pipe extending from the tap into a sewer connection constructed by the City to the building or house on private property.

Significant Industrial User shall mean a user that upon a finding that the user is meeting the criteria in a. through d. below, has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in Rule 62-625.500(2)(e), F.A.C., determine that such user should not be considered a significant industrial user.

a. Is subject to categorical pretreatment standards; under Rule 62-625.410, F.A.C., and 40 CFR chapter 1, subchapter N which has been adopted by reference in Rule 62-660, F.A.C.

b. Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blow-down wastewater);

c. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

d. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

Single-Family Residential Parcel shall mean one or more rooms with a bathroom and kitchen facilities designed for occupancy by one family, shall be located on one or more legal lots as defined by the City zoning code, and shall include houses, duplexes, manufactured housing and motor homes located on individual lots.

Sludge shall mean settled material found on the bottom of a grease interceptor or trap.

Slug shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation.

Slug Load shall mean any discharge of a non-routine, episodic nature at a flow rate or concentration which could cause a violation of the prohibited discharge standards.

Standard Industrial Classification Code shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

Standard Methods shall mean the "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Water works Association and the Water Pollution Control Federation. Standard Methods means the examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

Stormwater shall mean any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Stormwater Attenuation Credit shall mean a credit against the ERU equivalency factor for a nonresidential parcel for attenuation of the hydraulic

response of the property achieved by properly permitted stormwater runoff attenuation facilities, systems and/or structures installed by the property owner.

Stormwater Management System shall mean the public stormwater collection system by which the City manages and controls stormwater within the stormwater service area. The system includes management services such as engineering, designing, permitting, planning, and reviewing stormwater-related infrastructures; operation, maintenance, repair and replacement of the infrastructure; and the improvement or enhancement of the infrastructure.

Stormwater Management Utility shall mean the entity set up by the City to administer the stormwater management system. *Stormwater runoff* means that portion of the rainfall that is drained into the storm sewers.

Stormwater Service Area shall mean all land within the corporate limits of the City of Lake City and the Lake City Municipal Airport property owned by the City and any other land owned by the City for which the City provides stormwater management services.

Street shall mean streets, avenues, drives, boulevards, roads, alleys, lanes, viaducts and all other public highways in the City.

Structure shall mean any object that is constructed or assembled.

Total Suspended Solids or Suspended Solids shall mean solids that either float on the surface of, or are in suspension in water, sewage, wastewater, industrial waste, or any other liquid, and which are removable by a filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in Standard Methods.

Undeveloped Parcel shall mean parcels with land in an unaltered natural state or which has been modified to such minimal degree as to have a hydrologic condition comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have no pavement, asphalt, or compacted gravel surfaces or structures which create an impervious surface that would prevent infiltration or cause stormwater to collect, concentrate, or flow in a manner materially different than which would occur if the land was in an unaltered natural state.

Unpolluted Water or Unpolluted Liquids shall mean any water or liquid containing none of the following: free of emulsified grease or oil; acids or alkalis; substances that may impart taste and odor or color characteristics; toxic or poisonous substances in suspension, colloidal state or solution; odorous or otherwise obnoxious gases. It shall contain no more parts per million by weight of dissolved solids, and no more parts per million each of suspended solids or biochemical oxygen demand than the raw water supply. Analytical

determinations shall be made in accordance with procedures set forth in Standard Methods.

User shall mean any nonresidential establishment that prepares, processes or serves food or food products and any nonresidential establishment that has the potential to discharge wastes containing residual petroleum-based oil and grease and shall include owners of multifamily dwellings, such as triplexes, quadraplexes, townhouses, condominiums, apartment buildings and apartment complexes.

Utilities Advisory Board or Board shall mean the advisory board to the City of Lake City Utilities created and established by ordinance of the City Council.

Utility System shall mean the combined system consisting of a water supply and distribution system, a wastewater treatment collection and disposal system, a reclaimed water distribution system, a natural gas distribution system, and a stormwater collection and discharge system, including the necessary production and treatment plants, facilities, fixtures, land, and other apparatus appurtenant to and a part of such systems which is operated, maintained and administered as one comprehensive system.

Wastewater shall mean any water that has been adversely affected in quality. It comprises liquid and water-carried waste and sewage discharged by dwellings, commercial, industrial and manufacturing properties, and/or agriculture, whether treated or untreated. Wastewater can encompass a wide range of potential contaminants and concentrations and are contributed to the POTW.

Wastewater Reclamation Facility or Wastewater Treatment Plant shall mean that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Watercourse shall mean a channel, ditch, drainage canal, canal or waterway in which a flow of water occurs, either continuously or intermittently.

Water Resource shall mean any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

Water Shortage Condition shall be when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.

Water Shortage Emergency shall mean that situation when the powers which can be exercised under subsection 40B-21.051(22), F.A.C., are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

Sec. 102-110.3 – Documents adopted by reference.

- (1) The following documents are hereby adopted and incorporated into this code by reference. A copy of all documents is on file in the offices of the Growth Management Department and the City Manager/Assistant City ManagerEDU.
 - (a) The City of Lake City Utility Standards 2010 Edition
 - (b) The City of Lake City Utility Schedule of Fees, Rates and Deposits, (SOFRAD)
 - (c) The City of Lake City Utility Department Enforcement Policy (UDEP)
 - (d) City of Lake City Natural Gas Operation and Maintenance Manuel, latest version
 - (e) City of Lake City Utility Department Emergency Preparedness and Response Plan
 - (f) City of Lake City Cross Connection Control Plan
 - (g) Department of Environmental Protection Standard Operating Procedures for Field Activities (DEP-SOP-001/01), SOP dated March 31, 2008
 - (h) Chapter 40B-400, F.A.C.
 - (i) Chapter 40B-2, F.A.C.
 - (j) Chapter 40B-21, F.A.C.
 - (k) Chapter 62-625, F.A.C.
 - (l) Chapter 62-160, F.A.C.
 - (m) Chapter 62-610, F.A.C.
 - (n) Chapter 25-12, F.A.C.
 - (o) Florida Fuel Code
 - (p) Pipeline Safety Regulations by US Department of Transportation, latest version
 - (q) 40 CFR chapter 1, subchapter N, Parts 405-471 wastewater treatment

- (r) Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the AWWA and the WPCF.
- (s) M14, Backflow Prevention and Cross Connection Control and Cross Connections and Backflow Prevention, Current Edition
- (t) The City Council, by the adoption of a resolution, may make modifications to the Utility Standards herein provided for if necessary to comply with regulatory agencies.

Sec. 102-110.4 – Certificates, Permits and Licenses

(1) Well permit

- (a) A permit from the City is required prior to the construction of a well within City limits.
- (b) There shall be an application fee for a new, reissued or modified permit.
- (c) No permit shall be valid until it has been signed and approved by the City building official.
- (d) Permits shall not be issued unless a valid Water Management District permit is issued.
- (e) The lot/parcel of land must be a minimum of $\frac{1}{2}$ acre or larger.
- (f) The well shall be a minimum of 100 feet from property lines, structures, easements, waterbodies, wetlands or potential contamination sources.
- (g) Permits shall not be issued if the cone of depression of the proposed well extends beyond the property line.
- (h) Wells shall not be constructed in any FEMA flood zone other than X.
- (i) All applications shall be made on forms furnished by the City, and shall be filed with the Growth Management Department of the City.
- (j) Permits shall be issued for a duration of 90 days. Permits shall not be extended.
- (k) Permits may be modified if the location or physical properties of the well changes.
- (l) Reissued or modified permits issued in the same manner as new permits.

(2) Connection Permit

- (a) All applications for services from the utility system shall be made on forms supplied by the City.

(b) Applications shall be submitted with the City's Growth Management Department. Requests for new services within the City or County shall be part of the permit application submitted to Growth Management.

(c) There shall be an application fee for a new, reissued or modified permit.

(d) Applications for nonresidential use of the utility system shall contain sufficient information regarding the applicant's proposed use for the City to compute the applicant's estimated daily water consumption in GPD and wastewater strength.

(e) A cost estimate of the connection and required line extension to be constructed and maintained by the City shall be prepared by appropriate city personnel. Applications with cost estimates shall be approved or denied at staff level.

(f) The application shall be completed and signed by or on behalf of the customer responsible for the payment of charges.

(g) Permits shall be issued for a duration of 1 year. Permits shall not be extended.

(h) Permits may be modified if the location or physical properties of the connection changes.

(i) Reissued or modified permits shall be issued in the same manner as new permits.

(3) Septic Tank Waste Hauler License

(a) Any person who wishes to discharge domestic waste from septic tanks to the City sewer system must obtain a license from the City of Lake City.

(b) All applications shall be made on forms furnished by the City, and a copy shall be filed with the Water Reclamation Facility. A completed application and required supportive documents shall be submitted to the Water Reclamation Facility Director.

(c) There shall be an application fee for new and renewed licenses.

(d) Terms and conditions which must be met by the applicant to obtain and maintain a valid license are:

1. A physical location of business within the County.
2. Indemnify and hold the City harmless from any and all damages arising out of injury to person or property,
3. Provide general public liability insurance in the amount acceptable to City and with the City as a named insured;

4. Ensure that each discharge contains a minimum volume of 200 gallons;
5. Agree to random inspections of the waste to be dumped into the City system.
6. Pay a full-tank charge for each vehicle unless the tank is equipped with an accurately calibrated-type gauge, acceptable to City, which accurately measures the volume of waste contained in each tank at the time it is discharged.

(e) The City shall have the right to reject and prevent any waste of any kind from being disposed into the City's wastewater treatment disposal facility.

(f) A license is valid for one year only. Licenses shall not be extended.

(g) A license may be renewed upon signature of an updated permit and payment of all fees and deposits, and a certificate of General Liability Insurance, payable to the City of Lake City.

(4) Wastewater Discharge Permits

(a) New Permits

1. Significant industrial users discharging wastewater into the POTW shall be required to obtain a wastewater discharge permit. Haulers of industrial waste shall be required to obtain a waste water permit. Other users may be required to obtain wastewater discharge permits as necessary to carry out the purposes of this chapter.

2. All users required to obtain a wastewater discharge permit must submit a permit application.

3. There shall be an application fee for this permit.

4. All applications shall be made on forms furnished by the Water Reclamation Facility Director of the City, and shall be filed with the Water Reclamation Facility Director of the City. A completed application and required supportive documents shall be submitted to the Water Reclamation Director of the City.

5. All wastewater discharge permit applications must be signed by an authorized representative of the user or hauler.

6. All users shall submit as part of an application the following information:

a. A list of any environmental control permits held by the facility;

b. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

- c. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- d. Each product produced by type, amount, process or processes, and rate of production;
- e. Type and amount of raw materials processed (average and maximum per day);
- f. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains; and appurtenances by size, location, and elevation, and all points of discharge;
- g. Time and duration of discharges; and
- h. Detailed plans describing such facilities and operating procedures
 - i. Information on the nature, rate of production and characteristics of its wastewater, and SIC of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes
 - j. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in Rule 62-625.410(6), F.A.C.
 - k. An accidental discharge/slug control plan. The accidental discharge/slug control plan shall address, at a minimum, the following:
 - Description of discharge practices, including non-routine batch discharges.
 - Description of stored chemicals and containment areas.
 - Procedures to prevent adverse impact from any accidental or slug discharge. The procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
 - Procedures for immediately notifying all required individuals and entities of any accidental or slug discharges including any discharge that would violate a prohibition under Rule 62-625.400(2), F.A.C., with a written report to be submitted 7 days after the situation has been rectified.
 - Procedures after an accidental or slug discharge.
 - A spill control plan.

- A waste minimization plan to reduce pollutants discharged to the POTW.

- The following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- Any other information as may be deemed necessary by the City Manager/Assistant City ManagerEDU to evaluate the wastewater discharge permit application.

7. All permitted users shall modify their facilities as necessary to produce a discharge acceptable to the City under the provisions of this Chapter.

8. Permits shall be issued for a 5-year period. Each Permit will indicate a specific date upon which it will expire. Permits shall not be extended.

9. Upon issuance, the permittee shall notice the public of the issuance of the Wastewater Discharge Permit in the local newspaper.

10. Decisions not to issue a wastewater discharge permit shall be considered final administrative action for purposes of judicial review.

(b) Appeals.

1. Any person, including the user, may petition the City to reconsider the denial, issuance or terms of a wastewater permit within calendar 30 days of notice of its denial or issuance.

2. Failure to submit a petition for review within 30 days shall be deemed to be a waiver of the administrative appeal.

3. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

4. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.

5. If the City Manager/Assistant City ManagerEDU fails to act within 30 days of receipt of a valid petition, the request for reconsideration shall be deemed to be denied.

6. A decision not to reconsider a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

7. Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision may do so by filing a complaint with the appropriate district court of appeal for the proper jurisdiction.

(c) Modification.

1. The permittee may request a modification of any permit. The modification shall be submitted, reviewed and issued in the same manner as a new application.

2. The City Manager/Assistant City ManagerEDU may modify a permit, license or certificate for good cause, including, but not limited to, the following reasons:

- a. To incorporate any new or revised federal, state, or local standard or requirement;
- b. To address significant alterations or additions to the user's wastewater operation, processes, volume or character since the time of wastewater discharge permit issuance;
- c. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- d. Information indicating that the permitted wastewater discharge poses a threat to the City's POTW, City personnel, or the receiving waters;
- e. Violation of any terms or conditions of the permit;
- f. Misrepresentations or failure to fully disclose all relevant facts in the permit application or in any required reporting;
- g. Revision of or a grant of variance from categorical pretreatment standards pursuant to Rule 62-625.700, F.A.C.;
- h. To correct typographical or other errors in the permit; or
- i. To reflect a transfer of ownership or operation to a new owner or operator.

3. Decisions not to modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

(d) Transfer.

1. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the City Manager/Assistant City ManagerEDU and the City Manager/Assistant City ManagerEDU approves the wastewater discharge permit transfer. The notice to the City Manager/Assistant City ManagerEDU must include a written certification by the new owner or operator includes payment of all fees and deposits, and a certificate of General Liability Insurance, payable to the City of Lake City.

(a) States that the new owner has been provided a copy of the permit and all documentations associated with the permit such as, but not limited to, compliance and operational reports.

(b) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(c) Identifies the specific date on which the transfer is to occur; and

(d) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

2. Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(e) Revocation.

1. The City Manager/Assistant City Manager^{EDU} may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

a. Failure to notify the City Manager/Assistant City Manager^{EDU} of significant changes to the wastewater prior to the changed discharge;

b. Failure to provide prior notification to the City Manager/Assistant City Manager^{EDU} of changed conditions pursuant to subsection 102-450.4, of this chapter;

c. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

d. Falsifying self-monitoring reports;

e. Tampering with monitoring equipment;

f. Refusing to allow the City Manager/Assistant City Manager^{EDU} timely access to the facility premises and records;

g. Failure to meet effluent limitations;

h. Failure to pay fines;

i. Failure to pay sewer charges;

j. Failure to meet compliance schedules;

k. Failure to complete a wastewater survey or the wastewater discharge permit application;

l. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

m. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

2. Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits

issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

(f) Reissuance.

1. Reissued permits shall be applied for, reviewed and issued in the same manner as new permits.

2. Users shall apply for the re-issued wastewater discharge permit a minimum of 90 days prior to the expiration of the user's existing wastewater discharge permit.

Sec. 102-110.5 - Review process

(1) Application packages will be reviewed and evaluated within 30 days of receipt. Within 30 days the submittal of an application, City staff will determine if the application is to be processed, denied or if additional information is required.

(2) If additional information, documentation and/or payments, including fees and deposits, are required to complete the application, the applicant shall submit the additional items within 30 days after being notified that the City is requesting additional items. The applicant may request a time extension if they are not able to obtain or submit the additional items within the allotted time. If the requested items are not submitted or a request for the extension of time is not received within 30 days, the application shall be deemed withdrawn.

(3) The applicant may withdraw the application at any time. In such cases, the applicant shall submit, in writing, a request to withdraw the application. All application fees are non-refundable.

(4) Prior to any application being finally approved, the applicant shall pay any and all charges, deposits, connection fees, impact fees, and any required cost of construction or materials.

(5) A decision not to issue a permit shall be considered a final administrative action for purposes of judicial review.

Sec. 102-110.6 - Connections, extensions to the utility system

(1) Applicants requesting water, sewer and reclaimed water services from the utility system shall pay the cost of extending the utility system to the termination point of City service when the line will service only the applicant.

(2) Applicants for new natural gas service for year-round service (for example, water heating or cooking) will receive the first 500 feet of up to two-inch service line installed at no cost to the applicant. All service line extensions in excess of 500 feet for new connections will be charged to the applicant at the actual cost of materials.

(3) All connections to the City utility system are required to be permitted and shall be in accordance with regulations and ordinances of the City applicable to that type of connection.

(4) Each application for services from the utility system which require the extension of water and sewer lines shall be reviewed by the City Manager/Assistant City Manager or his authorized designee to determine and itemize the cost of the proposed connection.

(5) Applications for water or sewer connections to properties outside the city limits which meet statutory eligibility for annexation shall require approval for annexation into the City prior to connecting to the utility system.

(6) Applications for water or sewer connections to properties outside the City limits which do not meet statutory eligibility for annexation shall enter into an annexation agreement with the City prior to connecting to the utility system and out-of-City rates will apply until annexation of the property meets eligibility and is approved for annexation.

(7) All proposed developments which will request sewer services from the City shall also connect to the City's water system.

(8) No plat or subdivision of land within the City shall obtain final approval until the developer complies with the following:

(a) Installed sewer mains and laterals to each separate lot which will connect with the City sewage collection and disposal system.

(b) Installed water mains and laterals to each separate lot which will connect with the City water supply and distribution system.

(c) Have City staff install gas mains and laterals, or have accounted for the future installation of gas mains and laterals to each separate lot on the plat or subdivision site plan.

(d) Installed or proposed plans for the future installation of reclaimed water mains and laterals to each lot no deeper than 4 feet after final construction

(e) Installed a stormwater system for the collection of stormwaters from each separate lot and common areas.

(9) Contractors for the construction of subdivisions and businesses connecting to the water, sewer, or reclaimed water lines, shall notify the City 24 hours before the construction of the tap. The contractor shall perform pressure test and water samples in accordance with AWWA standards. The City shall be present for the tap, sampling and testing.

(10) Locate wires on main extensions are required to be installed and pass testing prior to use or final sign off.

(11) All work on City utility lines shall be by City staff or by a contractor authorized to work on the City utility system with City staff present. The contractor shall notify City staff 72 hours prior to the start of construction. All

construction shall be performed during City work hours of 7 am to 4 pm, Monday through Friday. The contractor shall pay for City staff to work outside of City work.

(12) Businesses and subdivision shall provide as-builts plans for constructed lines.

(13) All wells and any other water sources must be disconnected from the user's system prior to connection to the City water system.

(14) All excavations for pipe or conduit installation shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City. If construction is not completed in one day, proper safety measures shall be implemented to secure the site and water line. The contractor is required to provide maintenance of traffic in accordance with FDOT standards.

(15) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be requested in writing and approved by the City Manager/Assistant City Manager before installation.

(16) Each customer desiring natural gas service shall have a separate gas meter for each residence, separate business or commercial location to be connected to the City's natural gas system.

(17) The property owner shall be responsible for maintaining, at his own expense, water, sewer, reclaimed, and stormwater systems on their own property. The City shall be responsible for gas lines constructed by the City on private property up to and including the gas meter.

(18) New reclaimed water distribution improvements dedicated to the City for maintenance shall use at least C-900, DR18, Class 150 PVC pipe, shall be purple in color (similar to Pantone 522C) and marked with metallic tape reading "RECLAIMED WATER". Service lines shall be as required by the property served, but shall in no case be less than one inch in diameter.

(19) All utility main extensions shall be of the following minimum dimensions:

(a) Water main: Eight inches for water service, six for fire

(b) Sewer main: Eight inches

(c) Gas Main: All gas main extensions are performed by City staff

(d) Stormwater pipe: 18 inches

(e) Reclaimed: Six inches

(20) Water main extensions shall include fire hydrants to be installed and placed not less than every 500 feet.

(21) Upon application and approval from the City, any owner of property may connect a water line to the City's main water line to provide the property with water for fire suppression purposes, provided that the owner of the property pays the required water tap fee and all costs for materials and installation of the water fire line. All fire mains connected to the City water system shall have flow detection devices and backflow preventers installed. All fire water lines shall be installed in accordance with the standards and requirements of the City.

(22) All apartments, townhouses, strip malls, condos, etc. of four (4) or more units shall be master-metered for water service. Owners may meter individual units however the individual meters will be private meters. There shall be no master meter for gas.

(23) One service line to connect or service two or more customers, when sufficient capacity is available, may be approved. In these cases, each customer shall pay the full connection charges. Common service lines will be sized to provide adequate service to each customer serviced.

(24) The connection into the public sewer shall be made at the Y-branch or prepared connection where provided, directed or approved by the Utility Department.

(25) All drainage lines located on property, which connect to the City sewer system, shall have cleanouts installed every 50 feet or at each change of direction of the drain greater than 45 degrees. Cleanouts on underground drains shall connect at not more than a 45-degree angle, and shall be extended to or about the finished grade level directly above the place where the cleanout is installed. Every cleanout shall be installed so that the cleanout opens in a direction opposite to the flow of the drainage line. Each cleanout shall be closed with a plug.

(26) A separate and independent sewer tap shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the sewer tap from the front building may be extended to the rear building and the whole considered as two sewer taps.

(27) Old sewer taps may be used in connection with new buildings only when they are found, on examination and tested by the City, to meet all requirements of this article.

(28) The size, slope, alignment, materials of construction of water and sewer connections, and the methods to be used in excavating, placing the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the

materials and procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9 shall apply.

(29) Whenever possible, the sewer tap shall be brought to the building at an elevation below the lowest floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the City sewer.

Sec. 102-110.7 – Violations and Prohibitions of the chapter

(1) It shall be prohibited for any user to receive the services of the utility system free of charge whatsoever. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(2) It shall be unlawful for any person to connect to the City utility system, either within or outside the city limits, without first having obtained from the City a permit to connect to its utility system and having paid to the City all associated costs and connection fees including, but not limited to, impact fees and deposits, as provided in and required by the provisions of this chapter. Violation of this rule shall be a level III violation.

(3) Cross connections are prohibited. Any person making or allowing to be made a cross connection to the City water system shall be in violation of this chapter. Violation of this rule shall be a level II violation. Failure to rectify the cross connection within allotted timeframes and/or failure to pay the penalty shall be a level III violation and shall subject the property to disconnection from the City water system.

(4) It shall be prohibited for a new development to connect to the sewer system without connecting to the water system. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(5) It shall be prohibited for a new water or sewer connection to be granted to any applicant who has a property adjacent to the City limit without the property first being annexed into the city.

(6) It shall be prohibited for any person to receive system services unless the person agrees to accept all the provisions contained in this chapter. The acceptance of service shall be, in itself, the acceptance of the provisions of this chapter.

(7) It shall be prohibited for a building permit to be issued by the City without having first been issued a permit to connect to the City utility system unless the proposed building does not have any uses of the utility system.

(8) It shall be a violation of this chapter for the owner of property, who has a building and plumbing, within City limits, or the owner of property, who has a building and plumbing, outside of City limits, with a connection to the City water system and within 100 feet of the City sewer system, to not connect to the city sewer system.

(9) It shall be a violation to connect to the utility system in a way which is not approved by City regulations and ordinances. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(10) It shall be a violation of this chapter for a customer to not be in compliance with any of the criteria in subsection 102-110.6 of this chapter. Violation of this rule shall be a level III violation.

(11) When gas is being delivered to a structure, it shall be a violation of this chapter for the structure to be deemed unsafe for gas service. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(12) It shall be a violation of this chapter to not connect an existing or new irrigation system to the reclaimed water system when the system is available. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(13) It shall be a violation of this chapter for any person to break, damage, destroy, uncover, deface or tamper with any pipe, structure, appurtenance, or equipment which is a part of the utility system. Violation of this rule shall be subject to State Statute 806.13 Criminal mischief; penalties; penalty for minor.—Subsection 3. "If the damage is \$1,000 or greater, or if there is interruption or impairment of a business operation or public communication, transportation, supply of water, gas or power, or other public service which costs \$1,000 or more in labor and supplies to restore, it is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084". Sec. 1-11 of the City Code.

(14) It shall be a violation of this chapter for an un-authorized person to do work on City property or within City easements. This shall include, but is not limited to, opening or closing of City valves, or causing of any water to flow from the system. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(15) There shall be a 5-foot setback from all apparatus of the utility system. It shall be a violation of this rule to allow, plant or place anything which will obstruct City staff from maintaining the City system within the setback. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(16) It shall be a violation of this chapter to construct a well within City limits without obtaining a permit from the City prior to construction. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(17) It shall be a violation of this chapter for a user not to submit the annual backflow prevention device inspection on or before December 31st of each year. Failure to submit proof of the inspection on or before December 31st of each year shall result in a discontinuance of City utility services.

(18) It shall be a violation of this chapter for a user to fail to repair a backflow prevention device within 30 calendar days of an inspection revealing the need for repair or when notified by City officials of the need to repair a backflow device. Failure to repair the backflow device shall result in a discontinuance of City utility services.

(19) It shall be a violation of this chapter for a person to be found to be not in compliance with the Cross-Connection Control Plan which has been adopted by reference in Subsection 102.112(2). Failure to comply with the plan shall result in a discontinuance of City utility services.

(20) It shall be a violation of this chapter for a user not to adhere to the water conservation restrictions found in subsection 102-320, of this chapter or to adhere to the provision of Chapter 40B-21, F.A.C. or any order issued pursuant thereto. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(21) It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the City, any human or animal excrement, garbage, or other objectionable waste. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(22) It shall be unlawful to discharge to the City stormwater system or any natural outlet within the City, any sanitary sewage or industrial wastes. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(23) It shall be a violation of this chapter for a person to discharge or allow to be discharged any of the substances found in subsection 102-410.5(3), of this chapter. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(24) Except as provided in subsection 102-410.3, of this chapter, it shall be unlawful to construct and maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage within the city limits or within 500 feet of the termination of the City sewer system in the County. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(25) It shall be a violation of this chapter to discharge scavenger waste into the sewer system. Discharge of scavenger waste shall be subject to Sec. 1-11 of the City Code.

(26) It shall be a violation of this chapter for any facility producing oil and grease waste to discharge into the City's collection system without the properly designed oil and grease interceptor and/or an oil/water separator authorization from the City. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(27) It shall be a violation of this chapter for a user to failure to report OGMP pumping activities, properly maintain the user's OGMP system in accordance with the provisions of the oil and grease discharge certificate, maintain a log of pumping activities, maintain a file of records on site at all times, provide logs, files, records, or access for inspection or monitoring activities, obtain or renew the oil and grease discharge certificate registration, an/or pay program fees. Violation of this rule may result in discontinuing City utility services and shall be subject to Sec. 1-11 of the City Code.

(28) It shall be a violation of this chapter to failure to provide a certificate of use when requested by the City within the requested timeframe. Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(29) It shall be unlawful for any person or entity to sell, barter, trade or otherwise transfer reclaimed water to any other person or entity, or to any property other than the authorized property, after having initially received said reclaimed water from the City. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(30) It shall be a violation of the chapter for any customer to construct, operate, maintain, or allow to remain present on his or her property, any device or system which is connected to or which controls a device or system connected to the City's water reclamation system and which is not in compliance with all provisions of any City ordinance, regulation, or procedure or chapter 62-610, F.A.C. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(31) It shall be a violation of this chapter for any person holding a permit, certificate or license (occupational, septic tank service, etc.) to violate any provision of this chapter or the terms and conditions associated with their permit, certificate or license. Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(32) It shall be a violation of this chapter to fail to allow the City Manager/Assistant City Manager^{EDU} or his designee, access to the property, buildings or structures to proceed with duties in accordance with subsection 102-110.1(9), of this chapter. Failure to grant such permission shall provide the person asking such permission with probable cause to seek an inspection warrant pursuant to F.S. § 933.20 et seq. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(33) It shall be a violation of this chapter for a user to unreasonable delay the City Manager/Assistant City Manager^{EDU}, or his designee, access to the property, building or structure to proceed with duties in accordance with subsection 102-110.1(9), of the chapter. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

ARTICLE II.

Sec. 102-210 - Fees; Deposits; Charges; and Discounts

Sec. 102-210.1 - Authority to adopt rates, fees, deposits, and charges

(1) The City Council shall have the authority to establish, modify, or change rates, fees, deposits, and charges for the utility system, and to provide terms and conditions for the payment and collection of the same. All rates, fees, deposits, and charges are found in the SOFRAD.

(2) Consumer price index adjustments. Commencing October 1, 2023, and each October 1 thereafter, the rates charged for water and sewer service provided for in the SOFRAD, and elsewhere herein, shall be adjusted and increased by an amount equal to the percentage of increase, if any, in the Consumer Price Index-

U.S. Cities Average-All Urban Consumers-All Items-old base (1967=100) as published by the United States Department of Labor, Bureau of Labor Statistics, referred to in this subsection as the "index" between the index number of the index of July 1, 1967, which is herein referred to as the "base index number," and the index number of the index on each July 1 of each year thereafter, referred to herein as the "current index number." If the current index number on July 1 of each year beginning July 1, 2023, is greater than the base index number, then the rates charged for water and sewer services as provided for in this section, and elsewhere herein, for the next 12-month period starting October 1, 2023, and on October 1 of each succeeding year thereafter, shall be increased by an amount by which the current index number exceeds the current index number on July 1 of the preceding July 1. In no event shall the increase exceed ten percent in any one year.

Sec. 102-210.2- Fee collection.

- (1) It shall be the responsibility of the property owner to pay any required system fees. In the case that a tenant or lease holder pays the required fees, it shall relieve the land owner from such obligation.

Sec. 102-210.3 – Utility System deposits

- (1) Each deposit made by a residential customer shall be refunded 24 months following the date of the deposit, provided the customer has timely paid each utility bill charged to the customer for utilities furnished by the City. The refund shall be credited to the account and shall be deducted from the bill until the credit has been exhausted.
- (2) In addition to any other provision, any customer having any City utility service discontinued for either nonpayment or delinquent payment of any utility charge, fee, deposit or penalty shall be required to pay an additional delinquent deposit. The deposit shall be retained by the City until service is discontinued, in which event, the City shall apply the same to any outstanding obligations of the customer to the City and refund the balance, if any, to the customer.

Sec. 102-210.4 - Utility system fees and charges

- (1) There shall be an application submitted to the utility department for services, permits, certificates or licenses.
- (2) In addition to the application there shall be an annual license fee and deposit required to maintain a valid septic tank hauler license. There shall also be a rate per 1000 gallons, or a fraction thereof, for all domestic waste discharged to the City system.
- (3) There shall be a fee paid to the utility department to connect to the utility system.
- (4) Prior to connecting to the City's utilities system, the customer shall pay an impact fee to the City on each new residential and nonresidential development to defray the cost of constructing new additions to the utility system provided by

the City as a result of growth from new development. The tap and impact fees shall be a joined effort between Growth Management and Utilities.

(5) All users of the utility system shall pay monthly potable water, sewer, gas, reclaimed water and stormwater rates. Gas rates shall be automatically adjusted each month to reflect any increase or decrease in the Purchased Gas Adjustment (PGA). Such adjustments shall become effective the first complete billing cycle of each month. The City Manager or his designee shall determine the PGA charge based on historical cost of gas and actual PGA revenues, the forecasted cost of gas, forecasted sales of natural gas, and balances in the gas rate stabilization fund.

(6) All properties or structures, whether occupied or unoccupied, operating ~~with an active utility account and non-operating~~, connected to the City utility system, shall pay a base facility charge to cover the costs incurred to establish a state of readiness to serve the property or structure and maintain a utility system capable of meeting the total combined demands of the customers.

(7) The owner(s) of every building, with plumbing fixtures, located on property within the City, which is within 100 feet of the City sewer system and the owner(s) of every building, with plumbing fixtures, located on property outside the City limits, within the service area, which are connected to the City water system and within 100 feet of the City sewer system shall pay monthly sewer service availability charges, whether connected or not connected to the City sewer system. Any owner of any building or property, with plumbing, not connected to the City sewer system upon whom sewer service availability charges are required shall be required to pay only one-half of the applicable monthly sewer service availability charges for the first 12 months after official notice of the availability of service. For the 13th month and every month thereafter, the owner shall be charged and pay the full amount of the applicable sewer service availability charge.

(8) When the user requests services to be turned off or disconnected for emergency repairs by City staff, there shall be a turn-off fee paid by the user prior to the services being turned-off or disconnected.

(9) Any customer having been disconnected from the services of the utility system, desiring to be reconnected, shall pay a fee for City staff to turn-on reconnect all or any part of the utility system services. The fees vary for service during the business hours of 7:30 a.m. to 4:30 p.m., weekdays and all other "non-business hour" times.

(10) To encourage water conservation, an inclining block water rate structure has been established, also referred to as a conservation rate structure. With this rate structure, as water consumption increases beyond certain designated thresholds, the incremental cost per 1,000 gallons increases.

(11) In those instances where a commercial establishment and residence are served by a common connection, the charges shall be as established for the commercial establishment of that class.

(12) Persons with water connections limited to irrigation service only and separately metered with none of the water being discharged into the City sewer system shall be charged for and pay only commercial water service availability and commodity rates. However, no such water connection shall be made, unless an application for such is first filed with the City and permit issued to the applicant. The applicant for such separate meter shall pay the City an additional tap fee and impact fee in the amount provided for under this subsection.

(13) Each customer rendered a bill for services from the utility system shall pay, in addition to all other charges, a billing charge for each service for each bill rendered to the customer according to the billing charge schedule.

(14) There is hereby imposed upon each delinquent customer a minimum delinquency fee.

(15) Each customer shall be billed once each month for all utility services used the preceding month. Charges shall be due and payable on the due date and deemed delinquent if not paid within 10 days after the due date. The Finance Director may, upon approval of City Council, remove from the books of the City any utility receivable that, as of August 1st of each year, is 180 days or more delinquent.

(16) There shall be a fee, when requested by a customer, to test the accuracy of a meter. The fee shall be added to the utility bill of the customer. The fee shall be suspended if upon the testing of any meter it is determined that such meter is over-registering the volume of the water used by the customer.

(17) There shall be a charge paid to the City for service and repair work performed if a customer damages a service or gas main rendered in connection with the natural gas distribution system. In computing the hourly rate, the charge shall be rounded to the nearest quarter hour for which an appropriate prorated charge shall be made. The cost to the City of all materials used in repairing and servicing shall be added to the minimum and hourly rate. The charges shall be billed by the Finance Department.

(18) Annual fire protection charges are hereby established to defray the City's fire hydrant maintenance, inspection and replacement costs. Annual fire protection fees apply to public or private fire hydrants located outside of the City limits which are connected to the City's water distribution system and privately-owned fire hydrants within the City limits that are connected to the City utility's water distribution system.

(19) The City shall establish a schedule of charges for issuance and renewal of the oil and grease registration certificates. The charges shall be established to insure full cost recovery in the enforcement of this article, and shall include, but shall not be limited to, the cost of field, administrative, engineering and clerical expenses involved.

(20) There shall be a monthly rate charged users for qualified pretreatment industrial wastewater which is discharged into the POTW. This rate is found in

the SOFRAD. The charges shall be in addition to all other charges or fees provided for in this chapter.

(21) There shall be fees for reimbursement of costs of setting up and operating the City's pretreatment program. Fees shall be assessed for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users, fees for reviewing and responding to accidental discharge procedures and construction, fees for filing appeals and other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the City.

(22) There shall be stormwater management utility service fees which shall be billed to all properties, public or private, in the City, except those of the Public School System. No exemption or reduction in the stormwater service fee shall be granted based on the age, tax or economic status, race or religion of the property owner, or other condition unrelated to the cost of providing stormwater services and facilities. The stormwater management utility service fees may include:

(a) A service rate fee applied to each property related generally to the amount and quality of runoff discharged to the public stormwater systems and stormwater receiving waters, the cost of stormwater services and facilities which may be required including operating, capital improvement and reserve expenses.

(b) A base rate fee for certain costs of service common to all stormwater management utility accounts, such as, but not limited to, the cost of billing and accounting for each account, together with administrative charges,

(c) A special service fee structured to recover the cost of providing to certain persons, entities and properties, stormwater management services that are not commonly required by all stormwater service charge ratepayers. Such services may include, but are not limited to:

1. Private development plan review and inspection.
2. Site inspections to verify the operational condition of on-site stormwater management systems such as private detention/retention and conveyance facilities.
3. Monitoring and mitigation activities related to conditions on individual properties which impact water quality.
4. Actions to abate conditions on private properties which do not comply with adopted city standards and/or which interfere with proper stormwater management and have been designated by the City Manager or a duly authorized representative of the City Manager to constitute a public nuisance.
5. Fees in lieu of regulatory requirements.
6. System development charges.

7. Special assessments so as to accomplish the City's overall objective of equitable funding.

Sec. 102-210.5 – Discounts and credits

(1) Occupants and owners of residential units, who are senior citizens 65 years old or older, shall be entitled to receive a ten percent discount on monthly residential rates for potable water. To receive such discount, a senior citizen shall file with the Utility Department a written sworn application which shall provide the city with such information as may be necessary to establish the eligibility of such applicant for the discount.

(2) A credit may be given to any new business which locates in or on a building or property which has previously paid an impact fee. An owner of property, or any person on behalf of the owner, who applies to the City to be connected to the City water and/or sewer system shall be entitled to receive a credit to be applied to any impact and tap fees previously imposed upon said property to connect to the City water and /or sewer system. The credit shall be no greater than the amount of water and/or sewer tap and impact fee charges actually paid to and collected by the City from the connected property during the immediate 24-month period preceding the connection.

Sec. 102-210.6 - Fire hydrant maintenance, inspection and replacement fees.

(1) Annual fire protection charges are hereby established to defray the City's fire hydrant maintenance, inspection and replacement costs. Fees payable under this section are established by separate resolutions of the City Council.

(2) Annual fire protection fees under this section apply to public or private fire hydrants located outside of the incorporated City boundaries which are connected to the City's water distribution system and privately-owned fire hydrants within the City limits that are connected to the City utility's water distribution system.

ARTICLE III. WATER SERVICE

Sec. 102-310.1 - General

(1) There shall be a five-foot (5') setback radius around all utility structures, such as, but not limited to, meter boxes, valves, utility poles, lift stations, etc. No plants, trees, barriers or coverings, or anything shall be placed within the 5' radius.

(2) All water meters shall record and register the amount of water used in gallons and/or cubic feet; and for the purpose of this chapter, one cubic foot of water shall be the equivalent of 7.5 gallons of water.

(3) Existing apartments, townhouses, strip malls, condos, etc. of four (4) or more units shall be master metered when one of the following occur:

- (a) Add additional units.
- (b) Remodel a building at a cost of 50% of value.
- (c) When the complex changes owners.

(4) The City shall at any time, have the right and authority to master meter apartments, townhouses, strip malls, condos, etc. of four (4) or more units at the City expense when not doing so causes undue expense to the City; or when in violation of 102-110.7. The owner shall be responsible for the water usage beyond the master meter.

Sec. 102-320 -Year-round Conservation and Water Shortage Restrictions

Sec. 102-320.1 - Intent of division

(1) It is the intent and purpose of this section to protect the water resources of the City from inefficient use at all times, to restrict the overutilization of water and use of water for nonessential purposes during periods of water shortage and/or water shortage emergencies.

(2) The City shall assist the SRWMD in the implementation of its water conservation measures and Chapter 40B-21, F.A.C.

Sec. 102-320.2 - Applicability of water conservation measures.

(1) The provisions of this division shall apply to all users and customers of water from the utility system, public or privately-owned water utility systems, private wells, or private connections with surface water bodies within the limits of the City.

(2) In the absence of a declaration of a water shortage or water shortage emergency within all or any part of the City by the governing board or the executive director of the district, all water uses and water conservation measures adopted by the district applicable to the City, or any portion thereof, shall be subject to enforcement action pursuant to this division. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this division.

(3) Every police officer or sheriff having jurisdiction in the area governed by this division shall, in connection with all other duties imposed by law, enforce the provisions of this division. In addition, the City Manager may also delegate enforcement responsibility for this division to agencies and departments of the City government, in accordance with state and local law.

(4) Water conservation measures shall not apply to users of sea water, reclaimed water or rainwater collected by rain barrels or other such apparatus.

Sec. 102-320.3- Declaration of shortage

(1) Upon a finding by the City Council that there is a shortage of water being produced or stored within the City's utility system, upon the SRWMD finding low levels of groundwater which adversely affect the water supply in the City or the declaration of a water shortage or water shortage emergency for all or any portion of the City by City Council or the SRWMD, the City Manager shall have the authority to declare the existence of a water shortage and/or water shortage emergency.

Sec. 102-320.4 – Public Notice of shortage

(1) Upon the declaration of a water shortage or water shortage emergency, the City Manager will make a public announcement through the news media and will place a legal notice in a newspaper of general circulation within the City and the County of the existence of the water shortage and water shortage emergency and any restrictions on the use of water, imposed by the SRWMD during the emergency period. The City Manager may also give such further notices as may be proper including, but not limited to, mailing notice to each water customer being served by the water utility system place on the website or through social media.

Sec. 102-320.5 - Exceptions to division

(1) The City, upon the recommendation of the County Health Department, the SRWMD or FDEP or upon its own initiative shall have the authority to issue exceptions to the provisions of this division by written authorization signed by the City Manager to permit a reasonable use of water in any instance necessary to maintain adequate health and sanitary standards.

Sec. 102-320.6. - Notice; specific restrictions.

(1) Upon a finding by the City Council of the existence of a water shortage or a water shortage emergency, the City Manager shall give proper notice to all of the users and customers of the City's water utility system that during the period of the water shortage or water shortage emergency, the following restrictions of water uses shall be in effect:

(a) No person shall use water to sprinkle a lawn or use water through a hose or pipe to water any garden, tree or shrub except between the hours of 8:00 p.m. to 6:00 a.m. each day.

(b) The washing of sidewalks, driveways, porches, exterior of homes, apartments or other outdoor surfaces shall be limited to the use of water from pails, buckets or other containers.

(c) Except as may be required for public health or to avoid direct damage to equipment or machinery, no person during such emergency shall wash any business or industrial equipment or machinery.

(d) The filling of any outdoor ornamental fountain or other structure using water with or without a recirculating system shall be prohibited.

(e) The filling of swimming pools and wading pools is prohibited.

(f) Water shall not be used for dust control except as required for public health purposes.

(g) No water shall be used from a hose to wash automobiles except at places of businesses where automobiles are washed on every business day either with attendants, with automatic equipment or by self-service. Any person may wash an automobile with water from a bucket.

Sec. 102-330 - CROSS CONNECTION AND BACKFLOW-PREVENTION

Sec. 102-330.1- Cross connection control program

(1) The City Manager/Assistant City Manager shall develop and implement the cross-connection control plan as adopted by reference in Article I, Sec. 102-110.2 of this chapter to detect and prevent cross connections that create or may create an imminent and substantial danger to public health. In so doing, the City Manager/Assistant City Manager may utilize the accepted practices of the AWWA guidelines, as set forth in "M14, Backflow Prevention and Cross Connection Control and Cross Connections and Backflow Prevention," 2nd Edition,

(2) This subsection does not supersede the Florida Building Codes – Plumbing Code, the Florida State Department of Health Plumbing Rules, or any City of Lake City plumbing ordinances, but is supplementary to them. When conflicts exist, the more restrictive provision shall apply.

Sec. 102-330.2 - Backflow preventers required

(1) Proper backflow prevention devices shall be installed on all proposed and new non-residential developments. If a non-commercial property can show the City Manager/Assistant City Manager that no cross connection exists, then they may get a waiver.

- (2) All existing commercial properties connected to the City water system shall have a backflow preventer and cutoff valve as close to the meter as feasible, but before any tees in the line.
- (3) All fire mains connected to the City water system shall have flow detection devices and backflow preventers installed. If a non-commercial property can show the City Manager/Assistant City ManagerEDU that no cross connection exists, then they may get a waiver.
- (4) All properties, both residential and non-residential, with swimming pools, irrigation or potable wells and/or irrigation systems shall have backflow prevention devices on both the irrigation system and the potable water system.

Sec.102-330.3 – Installation of backflow prevention devices

- (1) Backflow-prevention devices acceptable to FDEP shall be installed on all existing connections to nonresidential users of the City's potable water system in accordance with the following schedule:
 - (a) At the time of any site or building modification requiring site plan review and approval; or
 - (b) At the time of any plumbing modifications requiring a plumbing permit; or
 - (c) At the time of annexation of an existing property connected to the City's potable water system; or
 - (d) At the time of meter installation or replacement; or
 - (e) At the time an inspection reveals a cross connection, whichever event shall first occur. A plumbing permit shall be obtained prior to installation of any device.
- (2) The installation of backflow-prevention devices shall be made by certified personnel approved by the City's Utility Department. All newly installed devices shall be tested and certified by a certified backflow prevention tester or specialist licensed to inspect devices on the City system. After certification send copy of paperwork to utilities department. The customer shall be responsible for any charges for the installation and initial testing of required back-flow prevention devices.
- (3) The required type of device for backflow installation upon the residential and commercial premises where reclaimed water is to be used, shall comply with the City's policies, procedures and specifications. Vacuum breakers shall be installed on all outside potable water faucets to prevent back siphonage.

Sec. 102-330.4 - Maintenance of backflow prevention devices

- (1) All device assemblies shall be tested annually by the City. The cost of retesting and maintenance will be paid by the customer at the time of service. Only individuals that are approved by City of Lake City shall be qualified to perform and certify each test.
- (2) Maintenance of backflow prevention devices shall be conducted by certified personnel approved by the City Manager/Assistant City Manager^{EDU} in accordance with the cross-connection control maintenance program.
- (3) Each owner responsible for the maintenance and retesting of his own backflow prevention device shall file with the Utilities Department no later than December 31 of each year a certified statement from a certified backflow prevention tester or specialist that the device has been inspected and that it is working properly.
- (4) Any necessary repairs to the backflow-prevention device shall be completed within 30 calendar days of the inspection revealing the need for such repairs.

ARTICLE IV. - SEWER SERVICE

Sec. 102-410 - General

Sec. 102-410.1 - Purpose of article

(1) The intent and purpose of this article is to set forth uniform requirements for users of the publicly owned sewage treatment works for the City and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 U.S.C. § 1251 et seq.), and Rule 62-625, FAC. The objectives of this article are:

(a) Prohibit the discharge of sewage and wastes into the sewer system in excess of the system's carrying capacity;

(b) To prevent, prohibit or regulate discharge of pollutants, sewage, industrial waste, or other wastes which may cause maintenance and/or operating difficulties of the sewers, force mains, pumping stations and other structures appurtenant to the sewerage systems, and the waste treatment facilities;

(c) Require the treatment, before introduction into the sewer system, of waste which may impair the strength and/or durability of the structures of the sewer system by direct or indirect chemical action or which may adversely affect normal treatment processes at waste treatment facilities;

(d) To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works

(e) Establish the characteristics of sewage and industrial wastes that are prohibited from discharge into the public sewers.

(f) Provide for and implement an oil and grease management program, which shall be referred to as the "City oil and grease management program".

(g) To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

(h) To promote reuse and recycling of industrial wastewater and sludge from the publicly owned treatment works;

(i) To enable the City to comply with its National Pollutant Discharge Elimination System and Florida Department of Environmental Protection permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the publicly owned treatment works is subject.

Sec. 102-410.2 - Applicability of Division

(1) The criteria in this article shall apply to any and all properties within the City Limits and all properties within the service area outside of the City Limits which produce sewage in any capability.

(2) The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the Publicly Owned Treatment Works (POTW).

Sec. 102-410.3 - Private sewage disposal

(1) Buildings and lands, with plumbing fixtures, located inside of the City Limits which are not within 100 feet of the sewer system and building and lands, with plumbing features, located on property outside the City Limits, within the service zone, which are connected to the City water system and not 100 feet of the City sewer system, the building or lands sewer shall be connected to a private sewer disposal system complying with the provisions of this section or the provision of the County Health Department.

(2) Before commencement of the construction of a private disposal system within City Limits or within the service area, the owner shall first obtain the approval of the County Health Unit for the manner of disposal of sewage, industrial waste or other polluted waters. The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the state board of health.

(3) If the discharge from the approved private sewage system will enter the City utility system, the owner shall obtain approval from the City for the discharge of

treated wastewater or unpolluted water into the utility system. No septic tank shall be permitted to discharge to the utility system or any natural outlet.

(4) No permits shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 6,000 square feet.

(5) At such time as the City sewer system is within 100 feet of the property a direct connection shall be made to the City sewer system in compliance with this article, and any septic tanks or similarly private sewage disposal facilities shall be abandoned and filled with suitable material, at no expense to the City.

(6) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

(7) No provision contained in this article shall be construed to interfere with any requirements that may be imposed by the County Health Department.

Sec. 102-410.4 - Sewer connections and building sewers.

(1) *Permit required for work.* No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer, sewer connection or appurtenance thereof without first obtaining a permit from the City Manager/Assistant City Manager or his/her designee.

(2) *Sewer connection fee.* There shall be paid to the Utilities Customer Service Department at the time of application for a sewer connection a fee which shall be determined by the City Council.

(3) *Location of connections.* The connection into the public sewer shall be made at the Y-branch or prepared connection where provided and/or directed by the City Manager/Assistant City Manager or his/her designee.

(4) *Guarding of excavations; restoration of public property.* All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

(5) *Cleanouts.* All drainage lines located on properties which connect to the City sewage collection and disposal system shall have cleanouts installed every 50 feet or at each change of direction of the drain greater than 45 degrees. Cleanouts on underground drains shall connect at not more than a 45-degree angle, and shall be extended to or about the finished grade level directly above the place where the cleanout is installed. Every cleanout shall be installed so that the cleanout opens in a direction opposite to the flow of the drainage line. Each cleanout shall be closed with a plug.

(6) *Separate, independent sewer tap per building.* A separate and independent sewer tap shall be provided for every building, except where one building stands

at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the sewer tap from the front building may be extended to the rear building and the whole considered as two sewer taps.

(7) *Existing sewer taps*: Existing sewer taps may be used in connection with new buildings only when they are found, on examination and tested by the City, to meet all requirements of this article.

(8) *Size, slope, alignment; materials and methods*. The size, slope, alignment, materials of construction of a sewer tap, and the methods to be used in excavating, placing the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9 shall apply.

(9) *Lifting of sewage*. Whenever possible, the sewer tap shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the sewer tap.

(10) *Connection of building sewer to public sewer*. The connection of the sewer tap into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be requested in writing and approved by the City before installation.

Sec. 102-410.5 - Use of public sewer

(1) *Placement of animal excrement or other objectionable waste*. It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the City, any human or animal excrement, garbage, or other objectionable waste.

(2) *Discharge of polluted waters*. It shall be unlawful to discharge to any natural outlet within the City, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

(3) *Private sewage disposal systems*. Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(4) *Installation of sanitary facilities*. The owner of any buildings or properties, used for human occupancy, employment, recreation or other purposes, situated

within the City, abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City is hereby required at his expense to install sanitary facilities in accordance with the City plumbing and building codes and connect such facilities directly with the proper public sewer, in accordance with the provisions of this article, within 12 months after the date of the official notice of availability of service; provided, however, that public sewer is within 100 feet of any property line.

(5) The owner(s) of every building, with plumbing fixtures, located on property within the City, which is within 100 feet of the City sewer system and the owner(s) of every building, with plumbing fixtures, located on property outside the City Limits, within the service zone, which are connected to the City water system and within 100 feet of the City sewer system shall be required to connect to the City sewer system. The owner of said properties and/or buildings, regardless of use, are required, at his expense, to install sanitary facilities in accordance with the City plumbing and building codes and connect such facilities to the City sewer system, in accordance with this article, within 12 months after the date of the official notice of availability of service.

(6) *Creation of area or zone.* Pursuant to the provisions of F.S. § 180.02(3), there is hereby created the following described area or zone in which connection to any City sewer system constructed therein may be required: All lands outside the corporate limits of the City within a five-mile radius of the intersection of the centerlines of U.S. Highway 90 (Duval Street) and U.S. Highway 441 (Marion Avenue), except any portion thereof which is excluded there from under the provisions of F.S. § 180.06, by reason of being now actually served with a similar utility system by any private company as provided by and defined in F.S. §§ 180.05 and 180.06.

(7) *Connection required when available.* All persons or corporations living or doing business within the area created by subsection (f) of this section shall connect, when available, to any sewer system constructed, erected or operated by the City.

(8) *Regulations and charges.* All connections to the City sewer system or any other City utility system within the area created by subsection (f) of this section shall be in accordance with and subject to prevailing regulations and ordinances of the City applicable to similar connections.

(9) *For plat or subdivision approval.* No plat or subdivision of land within the City shall receive final approval until the person subdividing or owner shall comply with the following:

(a) Install sewer laterals to each separate lot which connect with the City sewage collection and disposal system.

(b) Install water mains and laterals to each separate lot which connect with the City water supply and distribution system.

Sec. 102-410.6 - Regulation of public sewer use, pollutant limits

- (1) All persons using the public sewers carrying waste to the waste treatment facilities shall comply with all provisions of this article.
- (2) Commercial establishments discharging wastewater which is essentially domestic in character, such as professional offices and merchandise stores, are commercial class I; Commercial establishments discharging medium-strength wastewater, such as pharmacies and automobile service stations, are commercial class II; and Commercial establishments discharging high-strength wastewater, such as restaurants and hospitals, are commercial class III.
- (3) No user shall introduce or cause to be introduced into the POTW any of the following described waters, wastes, pollutant, liquids, substances or wastewaters which causes pass through or interference. These prohibitions, or local limits, apply to all users of the POTW, whether or not they are subject to the oil and grease management program, categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. The established local limits apply at the point where the wastewater is discharged to the WRF. All concentrations for metallic substances are for total metal unless indicated otherwise. Pollutants, substances, or wastewater prohibited below shall not be processed or stored in such a manner that they could be discharged to the POTW:
 - (a) Any stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, pool drainage, condensate, de-ionized water, cooling water or unpolluted industrial process waters
 - (b) Any liquid, vapor, wastewater or other substance having a temperature higher than 150 degrees Fahrenheit, or which causes the temperature at the introduction into the POTW plant to exceed 104 degrees Fahrenheit, or inhibit the biological activity in the treatment plant.
 - (c) Sludge, screenings, or other residues from the pretreatment of industrial wastes
 - (d) Trucked or hauled pollutants, except at discharge points designated and approved by the City Manager/Assistant City Manager^{EDU};
 - (e) Any pollutant which creates a fire or explosive hazard such as, but not limited to, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas or any other petroleum product.
 - (f) Any water or waste which contain fats, greases, oils, oil sludge, petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in concentrations more than 100 mg/l or more than 20mg/l of floatable oil, or substances which may solidify or become viscous at temperatures between 32 and 140 degrees Fahrenheit parts per million, by weight.

(g) Any commercial garbage or refuse, whether shredded or un-shredded, and the installation of garbage grinders for the purpose of grinding or shredding commercial or industrial garbage into the sewer system is expressly prohibited. Any garbage that has not been ground by household type or other suitable garbage grinder.

(h) Any solid or viscous substance capable of causing obstruction to the flow in the POTW or interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, or paunch manure.

(i) Any waters or wastes having a pH lower than 5.0 or higher than 9.5

(j) Any waters or wastewaters which will cause corrosive or structural damage to structures, sewer mains, equipment, and personnel of the POTW.

(k) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving sewer.

(l) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the waste treatment facilities except as provided in this article.

(m) Any noxious or malodorous liquids, gases, solids, wastewaters, or pollutants which produces toxic gases, vapors, or fumes, either singly or by interaction with other wastes, within the POTW in a quantity which create a public nuisance or a hazard to life, prevent entry into the sewers for maintenance or repair, or cause acute worker health and safety problems.

(n) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plan effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(o) Paints and waste products from paint manufacturing.

(p) Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(q) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's DEP and/or NPDES permit.

(r) Medical wastes, except as specifically authorized by the City Manager/Assistant City ManagerEDU in a wastewater discharge permit.

(s) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test or primary inorganic or secondary drinking water standards.

(t) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.

(u) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than five percent or any single reading over ten percent of the lower explosive limit of the meter;

(v) Waste classified as hazardous waste under Chapter 62-730, F.A.C., or wastewater containing any radioactive wastes or isotopes. Any waste from an institution or industry using radioactive material or fission products must be registered with the city manager as well as such other control agencies as the law requires. The active elements and their local concentration permitted to be discharged into the sewers shall be based upon the latest knowledge available to this technology.

(4) Grease, oil, and sand interceptors shall be provided in accordance with the City's adopted plumbing code and City's Oil and Grease Management Program.

(5) No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. City Manager/Assistant City Manager~~EDU~~ may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

(6) No industrial user shall discharge process waste streams, unregulated waste streams, or dilute waste streams in excess of the concentrations set forth by the local limits.

(7) When the admission into the public sewers of any waters or waste having a five-day biochemical oxygen demand of greater than 450 parts per million by weight, or containing more than 350 parts per million by weight of suspended solids or containing any quantity of substance having the characteristics which cause any operational difficulty in the public sewers and/or waste treatment facilities, pretreatment or treatment shall be required.

(8) The City Manager/Assistant City Manager~~EDU~~ shall have the right to refuse a sewer connection to any person whose quantity of waste or rate of discharge would exceed the carrying capacity of the public sewer. The City Manager/Assistant City Manager~~EDU~~ shall have the right to require at any time that permanent arrangements be provided for screening and measuring continuously industrial waste contributed to the sewer system. Where necessary

a regulator facility may be required to reduce the maximum rates of discharge to such percentage of the average 24-hour rate, as may be directed by the City Manager or his designee.

(a) If the City Manager/Assistant City Manager requires the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City Manager/Assistant City Manager, and subject to the requirements of all applicable codes, ordinances and laws.

(b) All industrial wastes, if determined necessary by the City Manager/Assistant City Manager, shall be screened by automatic screening devices with a maximum screen opening of three-quarters of a square inch and/or a permanently installed (replaceable) bar screen with a maximum distance of one inch between bars before entering a public sewer.

(c) A regulator facility shall be provided by the industry or owner for waste with over 450 ppm BOD to maintain uniform and/or diluted waste strength at a level below 450 ppm BOD. A regulator facility shall also be provided by the industry or owner to prevent the discharge of slugs.

(9) All business, commercial and industrial users discharging or proposing to discharge into the public sewers shall file a City provided application showing the volume, strength, and characteristics of waste discharged or to be discharged to the public sewer. Analyses of a representative sampling report shall be made by an approved independent laboratory and submitted with the application to the City Manager/Assistant City Manager. Any change in use of the premises or change which causes a change in water use or waste volume, strength or characteristics shall require a new application to be filed with the City Manager/Assistant City Manager, or his designee, prior to making the change or alteration.

(10) Where private preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

(11) The owner of any property served by a sewer connection carrying industrial wastes shall install a suitable control effluent structure together with necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Structures shall be accessibly and safely located, and shall be constructed in accordance with City approved plans. The structure, meter and other appurtenances shall be installed by the owner at his expense, and shall be continually maintained by him so as to be safe and accessible at all times. The owner shall keep meters in operating condition and accurately calibrated.

(12) All tests and analyses of the characteristics of waters and wastes to which reference is made in this section shall be determined in accordance with Standard Methods upon suitable samples taken at control effluent structure provided for in this section. All flow measurements shall be determined at control

effluent structure except where practical water meter readings shall be used to determine quantity of waste discharged. All persons using a private well or water supply shall install a water meter on supply line at their own expense. If no control effluent structure has been required, the control shall be considered to be the nearest downstream manhole in the public sewer to the point at which the sewer tap is connected.

(13) No provision contained in this article shall be construed as preventing any written special agreement between the City Council and any industrial concern whereby an industrial waste or unusual strength or character may be accepted by the City for treatment, subject to payment therefore by the industrial concern. Such written agreement shall be filed with the City Manager/Assistant City Manager~~EDU~~.

(14) Commercial customers shall not dilute wastewater with uncontaminated water.

(15) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

(16) Whenever deemed necessary, the City Manager/Assistant City Manager~~EDU~~ may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this article.

(17) The City Manager/Assistant City Manager~~EDU~~ may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization. In addition, the City Manager/Assistant City Manager~~EDU~~ may require additional parameter monitoring (i.e., pH) by the user as necessary.

Sec. 102-410.7 - Wastes measurement procedure; inspection and sampling; reporting

(1) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods, and shall be determined at the control effluent structure. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the waste treatment facilities and to determine the existence of hazards to life, limb, and property. Records of the measurement and sampling shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

(2) All pollutant analyses, including sampling techniques, to be submitted as part of any report, notice, notification, required information or documentation shall be performed in accordance with the techniques prescribed in Rule 62-160, F.A.C., unless otherwise specified in an applicable categorical pretreatment standard. All sampling and analyses shall conform to procedures specified in the "Department of Environmental Protection Standard Operating Procedures for Field Activities". If Rule 62-160, F.A.C., does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by FDEP.

(3) Samples shall be collected per Rule 62-625.600(1)(e), F.A.C and Rule 62-160.300(5), F.A.C., Category 2A., and shall conform to the department's SOP. Except as indicated in subsections (a), (b) and (c) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City Manager/Assistant City Manager^{EDU}. Where time-proportional composite sampling or grab sampling are authorized, the samples must be representative of the discharge. Using protocols, including appropriate preservation, specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows:

(a) For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the utility, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.

(b) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(c) For sampling required in support of baseline monitoring and compliance reports required Sections 6.1 and 6.3 [40 CFR 403.12(b) and (d)], a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available the City Manager/Assistant City Manager^{EDU} may authorize a lower minimum. For the reports required by paragraphs Section 6.4 [40 CFR 403.12(e) and 403.12 (h)], the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

(4) The total volume of waste discharged by an industry shall be measured by a magnetic flow meter, parshall flume, v-notch weir or other approved device which will totalize and record the actual flows from the plant. Meters will be read once

a month by the City's personnel in the presence of the plant's representative, if such representative is provided by the plant. The owner may request a maximum of four meter readings per month, or as required by a wastewater discharge permit.

(5) The City Manager/Assistant City Manager^{EDU} shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

(6) The City Manager/Assistant City Manager^{EDU} may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.

(7) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the City Manager/Assistant City Manager^{EDU} and shall not be replaced. The costs of clearing such access shall be borne by the user.

(8) Any reporting requirements required by any subsection of this article shall follow the provisions of subsection 102-450 of this chapter.

(9) Written reports will be deemed to have been submitted on the date of receipt of the report.

(10) All users not required to obtain a wastewater discharge permit shall provide any of the reports found in subsection 102-450 of this chapter when requested or required by the City Manager/Assistant City Manager^{EDU}.

Sec. 102-410.8 - Hauled wastewater; industrial, septic tanks

(1) During those periods of time that the City has excess available wastewater treatment plant capacity, licensed operators may dispose of that domestic waste in the City's wastewater treatment facilities which have been established for such waste disposal. Waste hauler services will be authorized only with a City approved agreement. Licensed Operator wastes shall fully comply with this article or any other requirements established by the City. Domestic septic tank waste haulers may be required to obtain wastewater discharge permits.

(2) Haulers of industrial waste shall obtain wastewater discharge permits. Generators of hauled industrial waste may be required to obtain wastewater discharge permits. The City Manager/Assistant City Manager^{EDU} may prohibit the disposal of hauled industrial waste at the WWRF.

(3) Industrial waste haulers shall discharge loads only at designated locations. Industrial waste haulers shall be randomly required to collect and provide samples of each hauled load to ensure compliance with applicable standards. The Industrial waste hauler shall be randomly required to provide a waste analysis of any load prior to discharge. No load may be discharged at the designated location without "on site" approval by an authorized WWRF official.

(4) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

Sec. 102-420 - OIL AND GREASE MANAGEMENT PROGRAM

Sec. 102-420.1 - Objective

(1) The objective of the City OGMP is to minimize the introduction of fat-soluble wastes to the City wastewater collection and treatment system and to provide enforcement procedures and cost recovery charges from users receiving and treating abnormally high-strength compatible wastes.

Sec. 102-420.2 - Oil and Grease prevention program

(1) The discharge by a user to the POTW of certain liquids or wastes may be prohibited or limited by the provisions of this chapter. Grease, oil, and sand interceptors shall be provided when, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand;

(2) Users that have the potential to discharge wastes containing oil and grease, such as, but not limited to, food manufacturing, food preparation enterprises, and users that prepare, process or serve food or food products, commissaries, commercial kitchens, restaurants and caterers, shall have an approved oil and grease interceptor.

(3) Users that have the potential to discharge wastes containing petroleum-based oil and grease, such as, but not limited to, automotive related enterprises, commercial laundries, laundromats, commercial laundries, car washes and automotive related facilities, shall have an approved oil/water separator.

(4) Users that have the potential to discharge waste containing sand such as, but not limited to, wash down facilities, car washes and laundromats, shall have sand traps.

(5) Other users which are found to be contributing grease, oil and/or sand to the system may be required by the City to install an approved oil and grease

interceptor and/or an oil/water separator for the proper handling of wastes containing oil and grease exceeding 100 mg/l by weight.

Sec. 102-420.3 - Requirements

- (1) Wastes, which contain oil and grease, may be discharged to the POTW in accordance with the conditions set forth in this chapter.
 - (a) Wastes containing oil and grease, including materials processed through garbage grinders shall be directed through a grease interceptor or trap.
 - (b) Wastes containing residual (trace amounts) petroleum-based oil and grease shall be directed through an oil/water separator.
- (2) Oil and grease interceptors or oil/water separators shall be installed prior to the opening or re-opening of any facility for which they are required.
- (3) Under-the-sink oil and grease traps are not acceptable as a stand-alone oil and grease interceptor or oil/water separator
- (4) Sanitary facilities and other similar fixtures shall not be connected or discharged to the oil and grease interceptor or the oil/water separator.
- (5) Liquid wastes shall only be discharged to the oil and grease interceptor or oil/water separator through the inlet pipe or in accordance with the design/operating specifications of the device.
- (6) Oil and grease interceptors and oil/water separators shall be installed in a location that provides easy access at all times for inspections, cleaning and proper maintenance, including pumping. Oil and grease interceptors shall not be located in or near any part of a structure where food handling is done. Oil and grease interceptors and oil/water separators shall be installed, operated, maintained and repaired at the user's expense. The City shall approve the location of the oil and grease interceptor or oil/water separator prior to installation.
- (7) Minimum removal efficiency for oil and grease interceptors for shall be 80 percent. Minimum removal efficiency for oil/water separators shall be 90 percent.
- (8) The City may request that the user provide certified documentation on the design and performance of the oil and grease interceptor or oil/water separator. Information to be submitted includes, but may not be limited to, catalog cuts, performance data, materials of construction, installation instructions and operation and maintenance manual.
- (9) The City may assign a nonresidential user to the surcharge program.

Sec. 102-420.4 - Design

- (1) The size and capacity of oil and grease interceptors and oil/water separators shall be on an individual case by case basis. Designs of oil and grease interceptors and oil/water separators shall be signed and sealed by a licensed professional and constructed in accordance with this chapter, the City's Utility Standards Manual and other applicable state and local regulations. The City shall approve the design and construction.
- (2) The design of oil and grease interceptors and/or oil/water separators shall be based on peak flow and where applicable, capable of treating and removing emulsions. Oil and grease interceptors and/or oil/water separators shall be sized to meet minimum efficiency removal (retention) of oils and greases from the user's discharge as found in section 102-420.3(8). Discharge to the POTW from the user's system shall not exceed 100 mg/l by weight.
- (3) Alternative oil and grease removal devices or technologies shall be subject to written approval by the City Manager/Assistant City Manager^{EDU} and shall be based on demonstrated (proven) removal efficiencies and shall achieve minimum removal efficiencies.
- (4) A control manhole or inspection box for monitoring purposes is required and shall be approved by the City. An adequate number of inspection and monitoring points shall be provided.
- (5) The capacity of the approved oil and grease interceptor and oil/water separator shall be in accordance with the requirements set forth in the latest edition of the Utility Standards Manual.

Sec. 102-420.5 – Installation Requirements

- (1) Proposed or newly constructed facilities which have the potential to discharge oil and grease shall be required to install an approved oil and grease interceptor or oil/water separator.
- (2) Existing facilities shall be required to install an approved oil and grease interceptor or oil/water separator when any of the following conditions exist:
 - (a) The facilities are found by the city to be contributing oils, grease or sand in quantities in excess of 100 mg/l by weight.
 - (b) Remodeling or expanding of any facility which falls under subsection 102-420.2, that are subject to a permit that is issued by the Building Department.
 - (c) Existing facilities which will be renovated to include any facility which falls under subsection 102-420.2, where such facilities did not previously exist.

Sec. 102-420.6 - Maintenance

- (1) The user, at the user's sole expense, shall be responsible for cleaning and maintaining the oil and grease interceptor and/or oil/water separator in such a condition for efficient operation. Cleaning shall include the complete removal of all contents, including floating materials, wastewater, and bottom sludge and solids. Cleaning and maintenance shall include removal of materials from the tank walls, baffles, cross pipes, inlets and outlets.
- (2) Decanting, back flushing or discharging of removed wastes back into the oil and grease interceptor or oil/water separator from which the waste was removed for the purpose of reducing the volume to be hauled and disposed is prohibited.
- (3) Oil and grease interceptors and oil/water separators shall be cleaned at a minimum of once every 90 days, or more frequently as needed to prevent carryover of oil and grease into the collection system. Under-the-sink oil and grease traps shall be cleaned at a minimum of once per week, or more often as necessary to prevent pass through of grease and other food solids to the collection system.
- (4) Pumping frequency may be determined by the City based on flows, quantity of oil and grease in the discharge, volume of business, hours of operations and seasonal variations. In no case shall the pumping frequency exceed 90 days.
- (5) An interceptor shall be considered to be out of compliance if the grease layer exceeds six inches, the solids layer exceeds 12 inches or if removal efficiencies as determined through sampling and analysis indicate less than the minimum efficiencies found in rule 102-420.3(8).
- (6) Wastes removed from oil and grease interceptors or oil/water separators shall be disposed at a permitted facility to receive such wastes or a location designated by the City for such purposes, in accordance with the provisions of this chapter. The removed waste shall not be returned to any private or public portion of the collection system or the treatment plants.
- (7) Additives placed into oil and grease interceptors, oil/water separators or building discharge line systems on a constant, regular or scheduled basis shall be reported to the City in writing at least five days prior to use. Such additives shall include, but not be limited to, emulsifiers, enzymes, commercially available bacteria, or other additives designed to absorb, purge, consume, treat, or otherwise eliminate grease and oils. The City, prior to introduction into the waste stream, interceptor, or separator shall approve any use of additives in writing. The use of additives shall not be considered a substitution to the maintenance procedures required herein.
- (8) Flushing of oil and grease interceptors or oil/water separators with water having a temperature in excess of 140 degrees shall be strictly prohibited.

Sec. 102-420.7 - Administrative procedures

(1) A user shall maintain a log of pumping activities that confirms pumping, hauling, and disposal of waste and shall track the removed waste from oil and grease interceptors and oil/water separators. This log, at a minimum, shall contain the following information:

Generator information:

Name, Contact person, Address, Telephone number, Email address, Name and signature of generator verifying generator information.

Transporter information:

Company name, License number, Address, Telephone number, Email address

Date and time of pumping, Volume pumped

Vehicle No., Driver name and signature of transporter verifying transporter information and service

Destination information disposal site or facility:

Company name/permit number(s), Contact person(s), Address, Telephone number, Email address

Location of disposal site/facility

Volume treated, Date and time of delivery.

Name and signature of operator verifying disposal site and facility information.

(2) The user shall report pumping activities within 48 hours to the city on the form so designated by the city for such purposes.

(3) The user shall maintain a file on site of the records and other documents pertaining to the facility's oil and grease interceptor or oil/water separator. The file contents shall include, but is not limited to, the record (as-built) drawings, record of inspections, log of pumping activities and receipts, log of maintenance activities and monitoring data for the previous 12 months. The file shall be available at all times for inspection and review by the City. Documents in the file shall be retained and preserved in accordance with Florida Public Records laws.

(4) The user shall operate and maintain appropriate monitoring facilities that are safe and accessible at all times, for observation, inspection, sample collection and flow measurement of the user's discharge to the POTW.

(5) The City may impose additional limitations and/or monitoring requirements in accordance with the provisions set forth in this chapter.

Sec. 102-430 – INDUSTRIAL PRETREATMENT

Sec. 102-430.1 – Industrial Pretreatment facilities

(1) Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, and the prohibitions set out in Section 102-410.5(3) of this Chapter within specified time limitations. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense.

Sec. 102-430.2 - Categorical Pretreatment Standards

(1) Mass limitations may be imposed in addition to or in place of the concentration-based limitations. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, equivalent concentration or mass limits may be imposed in accordance with Rule 62-625.410(4), F.A.C., or 40 CFR Chapter 1, subchapter N, Parts 405-471.

(2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, an alternate limit using the combined waste stream formula in Rule 62-625.410(6), F.A.C., or 40 CFR Chapter 1, subchapter N, Parts 405-471 may be imposed.

(3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in Rule 62-625.700, F.A.C., that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard in 40 CFR Chapter 1, subchapter N, Parts 405-471.

(4) A user may obtain a net gross adjustment to a categorical standard in accordance with Rule 62-625.820, FAC.

(5) The City Manager/Assistant City Manager or his designee may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, based on applicable general pretreatment standards, categorical pretreatment standards, and state and local law.

Sec. 102-430.3 - City's right of revision

(1) The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

Sec. 102-430.4 - Dilution

(1) No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by

an applicable pretreatment standard or requirement. The City Manager/Assistant City Manager^{EDU} may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Sec. 102-440 - WASTEWATER DISCHARGE PERMIT

Sec. 102-440.1 - Wastewater discharge permitting — New and Existing connections

(1) Any user who proposes to begin new connection for discharging into the POTW must shall apply for a wastewater permit and the application for the permit in accordance with Sec. 102.440.2 must be filed at least 90 days prior to the date upon which any discharge will begin.

(2) Any user who is currently discharging wastewater into the POTW and who wishes to expand such discharges must apply for a wastewater discharge permit in accordance with Sec. 102.440.2 and shall not cause or allow additional discharges to the POTW to expand until a wastewater discharge permit has been issued.

Sec. 102-440.2 – Permit conditions

(1) A wastewater discharge permit shall include conditions as are deemed reasonably necessary by the City Manager/Assistant City Manager^{EDU} to prevent pass through or interference, protect the quality of the waterbody receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(2) A wastewater discharge permit shall include the following conditions:

(a) Compliance with this wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit.

(b) Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law.

(c) Discharge by permittees shall not exceed the local and effluent limits which are included as an attachment to the permit.

(d) Best management practices are to be used and followed to the greatest extent possible. BMPs are included as an attachment to the permit.

(e) The local limits may be modified as needed based on regulatory requirements and standards, WWF operation, performance and processes, the industrial user base, potable water quality and domestic wastewater characteristics. The City shall notify the permittee when modifications have been approved by FDEP. The permittee shall have 30 days to comply with the new limits. Permittees shall also be issued an addendum to their wastewater discharge permit containing the new local limits.

(f) Permittees shall periodically provide information and update to the City Manager/Assistant City Manager^{EDU} on the nature and characteristics of its wastewater discharge.

(g) Unpermitted discharge and/or slug load discharges are prohibited. The permittee shall implement management practices which adequately prevent accidental, unanticipated, or non-routine discharges.

(h) The permittee shall install and maintain inspection and sampling facilities and equipment.

(i) Permittees shall review and update the Accidental Discharge / Slug Load Control Plan every two years. The updated plan shall be submitted the Utility Department within 30 days after the plan has been updated.

(j) This wastewater discharge permit is nontransferable without prior notification and approval of the City Manager/Assistant City Manager^{EDU}.

(k) Self-monitoring, sampling, reporting, notification, and recordkeeping are required. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law.

(l) Violation of pretreatment standards, requirements, and/or any applicable compliance reporting or submittals is subject to civil and criminal penalties by the City of Lake City. Enforcement by the City of Lake City does not preclude the county, state or federal governments from initiating enforcement proceeding of their own.

(m) Permittees shall notify the City Manager/Assistant City Manager^{EDU} and WRF operator of any unpermitted discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug loads within 24 hours of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(n) The permittee shall permanently post, on the permittee's bulletin board or other prominent place, a notice advising employees who to call in the event of a discharge described in Section 102-440.2(m) above. Permittees shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(3) Wastewater discharge permits may contain other conditions as deemed necessary to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW such as, but not limited to:

- (a) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (b) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
- (c) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
- (d) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW; and

Sec. 102-440.3 - Regulation of waste received from other jurisdictions

(1) If another public jurisdiction or user wishes to contribute wastewater to the POTW, the City shall enter into an inter-local agreement with the contributing agency. The contributing agency shall provide:

- (a) A maximum limit on the volume and a description of the quality of the wastewater discharged to the POTW by the contributing agency;
- (b) An inventory of all users located within the contributing agency that are discharging to the POTW; and
- (c) Other information as the City Manager/Assistant City ManagerEDU may deem necessary.

(2) The inter-local agreement shall contain the following conditions:

- (a) A requirement for the contributing agency to adopt a sewer use ordinance which is at least as stringent as this Chapter. The requirement shall specify that such ordinance must be revised as necessary to reflect changes made to the City's ordinance;
- (b) A requirement for the contributing agency to submit a revised user inventory on at least an annual basis;
- (c) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing agency; which of these activities will be conducted by the City Manager/Assistant City ManagerEDU; and which of these activities will be conducted jointly by the contributing agency and the City Manager/Assistant City ManagerEDU;

- (d) A requirement for the contributing agency to provide the City Manager/Assistant City Manager^{EDU} with access to all information that the contributing agency obtains as part of its pretreatment activities;
- (e) Limits on the nature, quality, and volume of the contributing agency's wastewater at the point where it discharges to the POTW;
- (f) Requirements for monitoring the contributing agency's discharge;
- (g) A provision ensuring the City Manager/Assistant City Manager^{EDU} access to the facilities of users located within the contributing agency's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the City Manager/Assistant City Manager^{EDU}; and
- (h) A provision specifying remedies available for breach of the terms of the inter-local agreement.

Sec. 102-450 - REPORTING REQUIREMENTS

Sec. 102-450.1 - Application signatories and certification

- (1) All user reports must be signed by the user or an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (2) Pretreatment reports shall contain a statement, certified by a licensed professional engineer, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

Sec. 102-450.2 - Baseline monitoring reports

- (1) Users subject to pretreatment standards and requirements shall submit reports:
 - (a) Within 90 days following the date for final compliance with applicable categorical pretreatment standards,
 - (b) At least 90 days prior to commencement of discharge and within 90 days following commencement of the introduction of wastewater into the POTW

from a new source and sources that become categorical users subsequent to the promulgation of an applicable categorical standard,

(c) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Rule 62-625.410(2), F.A.C., whichever is later,

(2) Users described above shall submit the information set forth below:

(a) The name and address of the facility, including the contact information of the operator and owner.

(b) A list of any environmental control permits held by or for the facility.

(c) A brief description method of pretreatment, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

(d) Information showing the actual or anticipated quantity and measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in Rule 62-625.410(6), FAC.

(e) The categorical pretreatment standards applicable to each regulated process.

(f) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the City Manager/Assistant City Manager~~EDU~~, of regulated pollutants in the discharge from each regulated process.

(g) Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.

(h) A reasonable measure of the user's long-term production rate for users' subject to equivalent mass or concentration limits established in accordance with the procedures in Rule 62-625.410(4)(c), F.A.C. The actual production during the appropriate sampling period for all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation).

(3) All wastewater samples must be representative of daily operations and shall be collected and analyzed in accordance with subsection 102-410.6. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(4) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the City Manager/Assistant City

ManagerEDU, using the procedures prescribed in section 102-410.6 and the results of this monitoring shall be included in the report.

(5) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall provide the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the following requirements.

(a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. No increment shall exceed nine months. Increments should include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation.

(b) The user shall submit a progress report to the City Manager/Assistant City ManagerEDU no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine months' elapse between such progress reports to the City Manager/Assistant City ManagerEDU.

Sec. 102-450.3 - Compliance reports

(1) All significant industrial users shall, at a frequency determined by the City Manager/Assistant City ManagerEDU, but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows and other parameters (i.e., pH) for the reporting period. All periodic compliance reports must be signed and certified in accordance with section 102-450.1 of this article.

(2) Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the City Manager/Assistant City ManagerEDU a report containing the information described in subsections 102-450.2 of this article. For users' subject to equivalent mass or concentration limits established in accordance with the procedures in Rule 62-625.410(4)(c), F.A.C., this report shall contain a reasonable measure of the user's long-term production rate. For all other users' subject to categorical pretreatment standards expressed in terms of allowable

pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period.

Sec. 102-450.4 - Reports of changed conditions

(1) Each user must notify the City Manager/Assistant City ManagerEDU of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 90 days before the change.

(a) The City Manager/Assistant City ManagerEDU may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section 102-110.4(5) of this article.

(b) The City Manager/Assistant City ManagerEDU may issue a new wastewater discharge permit or modify the existing wastewater discharge permit under section 102-110.4(5) of this article in response to changed conditions or anticipated changed conditions.

(2) For purposes of this requirement, significant changes include, but are not limited to, flow increases of 20 percent or greater, and the discharge of any previously unreported pollutants.

Sec. 102-450.5 - Reports of potential problems

(1) Within five days following an unpermitted discharge, the user shall, unless waived by the City Manager/Assistant City ManagerEDU, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of physical or process (treatment) damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any costs incurred by the City, including fines, penalties, or other liability which may be imposed pursuant to this article.

Sec. 102-450.6 - Notice of violation/repeat sampling and reporting

(1) If sampling performed by a user indicates a violation, the user must notify the City Manager/Assistant City ManagerEDU within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City Manager/Assistant City ManagerEDU within 30 days after becoming aware of the violation. The user is not required to resample if the City Manager/Assistant City ManagerEDU

monitors at the user's facility at least once a month, or if the City Manager/Assistant City Manager~~EDU~~ samples between the time the user's initial sampling and when the user receives the results of this sampling.

Sec. 102-450.7 - Notification of the discharge of hazardous waste

- (1) Any user who commences the discharge of hazardous waste shall, within 180 days after the discharge commences, notify the City Manager/Assistant City Manager~~EDU~~, the WRF operator, EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharge during the following 12 months.
- (2) The notification shall be submitted for each hazardous waste discharged. Notifications of changed conditions must be submitted under section 102-450.4 of this chapter. This notification requirement does not apply to pollutants already reported by users' subject to categorical pretreatment standards under the self-monitoring requirements of sections 102-450.2 and 102-450.3 of this article.
- (3) Users are exempt from the requirements of subsection 102.450.7(1) and (2) above if, during a calendar month, the user discharges no more than 15 kilograms of non-acute hazardous wastes. Discharge of more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- (4) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the City Manager/Assistant City Manager~~EDU~~, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (5) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous waste generated to the degree it has determined to be economically practical.

Sec. 102-460 - COMPLIANCE MONITORING

Sec. 102-460.1 - Publication of users in significant noncompliance

(1) The City Manager/Assistant City Manager shall publish annually in a daily newspaper of local circulation in the municipality where the POTW is located and post on the website a list of the users which during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

(a) Chronic violations of wastewater discharge limits, defined as those in which 66 percent or more of wastewater measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a local limit or numeric pretreatment standard or requirement, including instantaneous limits.

(b) Technical review criteria (TRC) violations, defined as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds a local limit, or the product of a numeric pretreatment standard of requirement, including instantaneous limits, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(c) Any other discharge violation of a local limit or pretreatment standard or requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that the City Manager/Assistant City Manager believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

(d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City Manager/Assistant City Manager exercise of its emergency authority to halt or prevent such a discharge;

(e) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(f) Failure to provide within 30 days after the due date, any required reports found in section 102-450 of this article;

(g) Failure to accurately report noncompliance; or

(h) Any other violation(s) which the City Manager/Assistant City Manager determines will adversely affect the operation or implementation of the local pretreatment program.

ARTICLE V. - GAS SERVICE

Sec. 102-510 - General

(1) The City Manager/Assistant City Manager or and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this article.

(a) The City will own and perform all work, maintenance, and servicing on the gas distribution system up to and including the meter. The customer is responsible for all system components past the meter.

(b) The City has the authority to deem any appliance unsafe based on an AOC (abnormal operating condition) for use. The City has the authority to consider unsafe conditions or the condition of a structure unsafe for delivery of gas.

(c) Termination of service can be based on this chapter and 25-12.43(2) and 25-12.44 F.A.C., Federal code and the O&M manual for gas service.

Sec. 102-510.1 - Application for service; meter deposit.

(1) Natural gas connection and service rates are hereby established in the SOFRAD and may, from time to time, be adjusted upward or downward by resolution adopted by the City Council at any regular meeting.

(2) *Gas Meter deposit.* Each customer desiring natural gas service shall make application to the City, upon forms provided by the City, for a separate gas meter for each residence, separate business, commercial or industrial location to be connected to the City's natural gas system and shall be required to pay a meter deposit established in the as determined by the most current City Services Fee Schedule ~~SOFRAD~~ approved by resolution of the City Council.

(a) An amount equal to two months' estimated use as calculated by the Customer Service Department of the City may be applied to non-residential customers based upon estimated use.

(b) For any deposit in excess of \$2,500.00, the customer may, in lieu of a cash deposit, provide a surety bond in the amount of such deposit, executed by a surety company licensed to do business within the State of Florida or provide an irrevocable letter of credit acceptable to the City.

(3) *Additional deposit for customers having prior disconnection for nonpayment or delinquent payment.* In addition to any other provisions relating thereto, any customer having had gas service disconnected for nonpayment or delinquent payment shall be required to pay an additional deposit equal to 100 percent of

the deposit calculated in accordance with the SOFRAD. The deposit shall be retained by the City until service is discontinued, in which event, the City shall apply the same to any outstanding obligations of the customer to the City and refund the balance, if any, to the customer.

(4) *Application by responsible party.* The application shall be completed and signed by or on behalf of the customer responsible for the payment of gas charges.

(5) *Service line installation costs.* Each customer or developer applying for new natural gas service to provide gas for year-round service (for example, water heating or cooking) will receive the first 500 feet of up to two-inch service line installed at no cost. All service line extensions in excess of 500 feet for such new connections will be charged to customer or developer at the actual costs of materials and labor incurred by the City.

Sec. 102-510.2 - Monthly rates; adjustment of rates

(1) *Rate stabilization fund.* The City shall maintain a separate fund to be called the rate stabilization fund. All revenues derived from application of Purchased Gas Adjustment (PGA) charges shall be deposited in the rate stabilization fund and all costs of natural gas supply to include commodity costs, transportation costs, FGU administrative costs and other costs associated with procurement of natural gas shall be paid from the rate stabilization fund. The City shall periodically establish a desired balance in the rate stabilization fund based on actual gas costs and gas price volatility and the PGA adjustment mechanism shall include components designed to achieve the desired balance in the rate stabilization fund.

Sec. 102-510.3 - Incentive programs.

(1) For the purpose of promoting the sale of gas and attracting additional users of gas, the City may establish and create promotional programs and/or grant financial and economic incentives to induce persons to connect to the City gas system and purchase gas. All such promotional programs and/or grants of financial and economic incentives shall be created and established by resolutions adopted by the City Council.

Sec. 102-510.4 - Seasonal disconnect/reconnect charges

(1) The rates hereby established maybe adjusted by resolution adopted by the City Council at any regular meeting. Customers requesting seasonal disconnect/reconnect service from the gas system shall be charged under the following conditions based on the SOFRAD:

- (a) A fee for seasonal cutoff.
- (b) A fee for seasonal reconnection prior to September 30.

- (c) A fee for seasonal reconnection after September 30.
- (d) During the seasonal cutoff period, there will be no charge to the customer for gas service

ARTICLE VI. - RECLAIMED WATER DISTRIBUTION SYSTEM

Sec. 102-610 – General

Sec. 102-610.1 - Findings

- (1) F.S. Ch. 163, pt. II, entitled the "Local Government Comprehensive Planning and Land Development Regulation Act," as amended, empowers and requires the City Council to plan for the City's future development and growth, and to adopt and amend comprehensive plans, elements, or portions thereof.
- (2) The City, in response to local, state and federal environmental regulations has and will continue to develop and produce highly treated wastewater suitable for reuse applications.
- (3) The reuse of water by the citizens of the City will result in water conservation and will provide an economical source for irrigation.
- (4) The City Council finds that this article is intended and necessary to encourage the most appropriate use of water, consistent with and in the interest of the public health, safety, and welfare.

Sec. 102-610.2 - Authority and intent.

- (1) It is the intent of the City, to make reclaimed water available to reduce the use of well water and potable water for non-potable water uses by providing reclaimed water to properties within the City service area. It is the intent of the City to promote a more efficient use of reclaimed water and assist in the conservation of potable water. The reclaimed water distribution system shall be constructed in sections to provide service to designated areas as determined by the City, pursuant to the terms and conditions set forth herein. It is further the intent of the City to establish a reclaimed water system for irrigation which complies with the rules and regulations set forth by the state department of environmental protection, which rules appear in chapter 62-610, F.A.C.
- (2) The City reserves the right to temporarily discontinue service to any portion of, or the entire reclaimed water system, as deemed necessary. The City shall have the authority to establish schedules which restrict the use of the reclaimed water system at certain times in order to reduce maximum demands on the system and to regulate usage during periods of limited reclaimed water availability.
- (3) The City Manager/Assistant City Manager shall monitor reclaimed water connections so as not to exceed the maximum capacity of the system. It is the intent of the City to maximize the use of reclaimed water. However, at times

it may be necessary to limit a customer's use of reclaimed water. Notwithstanding any provision of this article to the contrary, the City makes no representation as to the continuing availability or implementation of reclaimed water service within the service area.

(4) No payment of any costs, submittal of any application or petition, or undertaking of any other act to receive reclaimed water service shall guarantee such service. The City shall have the right, at all times, to refuse to extend service on the basis of a use detrimental to the system, inadequate supply of reclaimed water, lack of payment of required fees, or for any other reason which, in the judgment of the City, will cause the extension not to be beneficial to the City.

(5) No customer of the reclaimed water system shall have any recourse against the City for the loss of reclaimed water supply or for damage to vegetation or any other damages occasioned by use of the reclaimed water.

(6) The City Manager/Assistant City ManagerEDU may, when necessary for the efficient operation of the water reclamation system or for the health or safety of the general public or the customer, establish regulations regarding the maximum number and type users of the reclaimed water, and the time(s) of day or night and number of days per week during which the reclaimed water may be used by customers.

(7) The City Manager/Assistant City ManagerEDU shall have the authority to promulgate procedures and regulations with respect to the following matters:

- (a) Application procedures and requirements.
- (b) Installation requirements, permits, specification of acceptable materials and devices, regulations to prevent backflow or cross-connection with the City water reclamation system or any other system.
- (c) Enforcement of the ordinances and regulations pertaining to the reclaimed water system including procedures for inspection of the customer's system.
- (d) Orderly expansion and use of the reclaimed water system by public and private entities.
- (e) The rendering of bills for service and the collection of charges for all services rendered.
- (f) Collection of all fees and charges.

Sec. 102-610.3 – Administration

(1) Except as otherwise provided herein, the City Manager/Assistant City ManagerEDU is responsible for the development and promulgation of the necessary rules and regulations for the administration and enforcement of this article.

Sec. 102-610.4 - Availability of service

- (1) Use of reclaimed water for irrigation shall be a requirement for all development approvals. In the event reclaimed water is not available when the development is approved, the approval shall state that when reclaimed water is available, the irrigation system shall be connected to the system within 90 days of notice of availability.
- (2) Reclaimed water demand for a development shall be calculated based on a minimum irrigation rate of one inch per week for the irrigable area of the property. This irrigation rate equals 3,900 gallons per day per acre of irrigable area.
- (3) For all properties and proposed projects, reclaimed water shall be considered available if reclaimed water lines are within 100 feet of the property.
- (4) The installation of new irrigation wells as the primary source of water where reclaimed water is available is prohibited.

Sec. 102-610.5 - Connection to system

- (1) Property owners or users that do not have an irrigation system are not required to connect to the reclaimed water system.
- (2) All connections to the reclaimed water system shall be metered and the meter shall be required to utilize an appropriately sized flow meter. All meters for the reclaimed water system will be installed and owned by the City. No reclaimed water installations will be allowed without the installation of a flow meter. A hand control valve must be installed and accessible on the user's side of the City's curbside service line.
- (3) Nonresidential improvements or connections require the use of a licensed contractor or plumber. Residential improvements and connections do not require the use of a licensed contractor or plumber. However, the system shall be inspected and certified by a licensed contractor or plumber prior to receiving reclaimed water.
- (4) All new, proposed and existing irrigation systems, whether on potable water or well, shall be required to connect and use reclaimed water as the primary source for the private irrigation system when reclaimed water is available or within 90 days of written notice of availability. The private irrigation system will be allowed to have a well connection as a secondary water source to be used during times when the City cannot provide the desired volume for the private irrigation system. Properties which have potable and reclaimed water supplied to them shall be required to install backflow prevention devices as found in subsection 102-330 of this chapter. All irrigation systems that are or proposed

to be connected to the reclaimed water system shall be constructed in accordance with the regulations contained in Chapter 62-610, F.A.C.

(5) The City shall not provide reclaimed water service where wells are used as a source of potable water.

(6) No system with a cross-connection to the potable water system will be considered for connection to the reclaimed water system

(7) Reclaimed water may be used for air-conditioning cooling systems in commercial or industrial facilities or buildings in accordance with FDEP regulations.

(8) All irrigation systems shall be permanently installed, in ground irrigation systems. Temporary irrigation systems will not be considered for connection to the reclaimed water system.

(9) Reclaimed water may be used for toilet flushing in commercial or industrial facilities or buildings, motels, hotels, apartment buildings, and condominiums where individual guests or residents do not have access to the plumbing system for repairs or modifications. Reclaimed water pipes shall be installed in accordance with FDEP regulations. No reclaimed water is permitted inside any dwelling unit where the residents have access to the plumbing system for repairs or modifications.

(10) No above ground hose bibs (spigots or hand operated connections) shall be permitted on private systems that connect to the reclaimed water system. Connections to the reclaimed water system shall not include hose connections or above ground faucets, connections or other devices that could permit reclaimed water to be used for any purpose other than irrigation, unless such uses and systems meet FDEP rules and regulations, and have been approved in writing by the City Manager/Assistant City Manager^{EDU}.

(11) Below ground hose bibs are permitted when they are clearly labeled as non-potable and can only be operated by use of a special tool to be approved by the City Manager/Assistant City Manager^{EDU}.

(12) Before an application for reclaimed water service will be approved, the applicant must have installed a suitable irrigation system. The irrigation system to be provided by the customer will consist of an underground system with low trajectory water droplet spray heads. The sprinkler system shall be designed to operate at a maximum of 35 psi at 20 gallons per minute of flow. Should the customer require reclaimed water at different pressures, or different quality, or in any way different from that normally supplied by the City, the customer shall be responsible for the necessary devices to make these adjustments and for obtaining the approval of the City Manager/Assistant City Manager^{EDU}.

(13) The customer shall be responsible for the maintenance and repair of all irrigation lines and appurtenances on the customer's property, unless said facilities are located within land previously dedicated to the City or land in which the City has been issued and has accepted a license or permit to operate said

facilities. The maintenance shall include adjustment of heads to avoid application of reclaimed water onto but not limited to: streets, public sidewalks, canals, swimming pools, hot tubs or wading pools. Also included is maintenance of pipes and valves so as not to cause damage to City streets or utilities. Failure to keep the system properly maintained or fail to meet the requirements of chapter 62-610, F.A.C, shall result in discontinuance of service. The City bears no responsibility for any damages to sprinkler systems or property.

(14) Where trunk mains exist and reclaimed water is available, the connection of distribution mains to the reuse trunks shall be accomplished by the developer at the sole expense of the developer. In the instance that adequate reclaimed water is not available or new developments install distribution systems where no reuse trunk mains exist, the City shall connect the distribution mains to the trunk mains upon the availability of said supply and mains.

Sec. 102-610.6 - Authority to adopt rates, fees and charges.

(1) The City Council shall have the authority by ordinance duly adopted after a public hearing, to establish rates, fees and charges for the reclaimed water system, and to provide terms and conditions for the payment and collection of same.

Sec. 102-610.7 - Discontinuing service by City.

(1) The City may discontinue reclaimed water service to any customer due to a violation of the terms of this article or any other City regulation, non-payment of utility system bills, tampering with any utility system service, plumbing of cross-connections with another water source, or the undertaking of any other activity that may be detrimental to the system. The City has the right to cease service until the condition is corrected and all costs due the City are paid. These costs may include delinquent billings, connection charges, and payment for any damage caused to the system. Should discontinued service be restored without authorization, the city shall remove the service and make such additional charges as are established by ordinance.

Sec. 102-610.8 - Interruption of service by City.

(1) The City reserves the right to temporarily discontinue service to any portion of, or the entire reclaimed water system, as deemed necessary by the City Manager/Assistant City Manager^{EDU}. The City Manager/Assistant City Manager^{EDU} shall have the authority to establish schedules which restrict the use of the reclaimed water system at certain times in order to reduce maximum demands on the system and to regulate usage during periods of limited reclaimed water availability.

Sec. 102-610.9 - Easement dedications.

(1) An applicant for reclaimed water service shall dedicate land or shall grant perpetual easements to the City for reuse transmission and distribution facilities as required to provide reclaimed water service without charge to City.

Sec. 102-610.10 - Permits

(1) The City shall obtain and fulfill, at its expense, all necessary permits and approvals for the construction and operation of the reclaimed water distribution facilities constituting the City's reclaimed water system. Once service is available, any additional permits or approvals required for service to any particular customer, for the customer's benefit, shall be obtained at the sole expense of said customer.

(2) Customers that desire receiving services from the reclaimed water system when service is available shall submit an application in accordance with the connection permit requirement in Section 102-110.4 of this chapter. Connections to the reclaimed water system shall follow the same criteria and requirements as connections to the potable water system.

Sec. 102-610.11 - Priorities for extending reclaimed water service.

(1) The City Manager/Assistant City Manager^{EDU} shall determine priorities for reclaimed water line extensions based on technical input from City staff and its consultants.

Sec. 102-610.12 - Potable water wells.

(1) As mandated by the FDEP, the City shall not provide reclaimed water service where wells are used as a source of potable water, and where setback requirements cannot be maintained. It shall be unlawful and an offense against the City to install a potable water supply well for use within FDEP-mandated setback requirements of existing or known proposed reuse sites.

Sec. 102-610.13 - Right to service.

(1) No payment of any costs, submittal of any application or petition, or undertaking of any other act to receive reclaimed water service shall guarantee such service. The City shall have the right, at all times to refuse or discontinue water service on the basis of a use detrimental to the system, inadequate supply of reclaimed water, lack of payment of required fees, or for any other reason which, in the judgment of the City will cause continued service as contrary to the City.

Sec. 102-610.14 - Service outside the City.

(1) Reclaimed water service may be provided to properties located outside the corporate limits of the City within the County. Such service will be extended on an actual cost basis and may include service to a governmental unit. All applications for service outside the corporate limits of the City shall be reviewed by the City Manager/Assistant City Manager^{EDU} and such service shall be approved only if an adequate supply of reclaimed water is and will be available

to meet all anticipated needs within the incorporated areas of the City. The City Manager/Assistant City ManagerEDU shall review and approve all service line sizes and all other necessary design components. In any event, final approval of reclaimed water service outside the corporate limits of the City must be approved by the City.

Sec. 102-610.15 - Service application requirements.

- (1) Reclaimed water service shall be applied for through the office of the City Manager/Assistant City ManagerEDU by completing and signing an application form, subject to this article.
- (2) Applications for all reclaimed water services within any City, County or State maintained right-of-way shall include a dimensional plan showing the location of the requested service line relative to the nearest street intersection, etc., as required by the City, the County or the State Department of Transportation.
- (3) Before an application for reclaimed water service will be approved, the applicant must have installed a suitable irrigation system. The irrigation system to be provided by the customer will consist of an underground system with permanently placed sprinkler devices. The sprinkler system shall be designed to operate at a maximum of 35 psi at 20 gallons per minute of flow. The City bears no responsibility for any damages to sprinkler systems or property. No system with a cross-connection to the potable water system will be considered for connection to the reclaimed water system. Temporary systems will not be considered for connection to the reclaimed water system. The systems shall not include aboveground faucets or other devices or connections that could permit reclaimed water to be used for any purpose other than irrigation, unless such uses and systems meet FDEP rules and regulations, and have been approved in writing by the City Manager/Assistant City ManagerEDU.
- (4) All new irrigation systems constructed in areas where the City has determined to make reclaimed water available shall be constructed in accordance with the regulations contained in Ch. 62-610, F.A.C.,

Sec. 102-610.16 - Meter requirements.

- (1) All reclaimed water users shall be required to utilize an appropriately sized flow meter. All meters for the reclaimed water system will be installed and owned by the City. No reclaimed water installations will be allowed without the installation of a flow meter.

Sec. 102-610.17 - Cross-connection control.

- (1) Cross connection control for reclaimed water system shall follow the requirements in section 102-330 of this chapter.
- (2) In all premises where reclaimed water service is provided, the public or private potable water supply shall be protected by an approved backflow

prevention device. All devices and material installed for backflow prevention must comply with FDEP criteria and be approved by City.

(3) Where any cross-connection is found, it shall be immediately disconnected. Before reconnection of that service, the public potable water system shall be protected against the possibility of future cross-connections, and additional devices may be required as specified by the general manager and installed at the customer's expense.

(4) To determine the presence of any potential hazards to the public potable water system and for the purposes of perpetual maintenance and repair of reclaimed water system appurtenances, the City shall have the right to enter upon the premises of any customer receiving reclaimed water. Each customer of reclaimed water service shall, by application, give written consent to such entry upon such customer's premises.

Sec. 102-610.18 - Construction specifications.

(1) The following specifications shall apply to irrigation systems, piping and appurtenances to be connected to the reclaimed water system:

(a) No reclaimed water is permitted inside any single-family or duplex dwelling unit or any dwelling unit where the residents have access to the plumbing system for repairs or modifications.

(b) Reclaimed water may be used for toilet flushing in commercial or industrial facilities or buildings. Reclaimed water may be used for toilet flushing in motels, hotels, apartment buildings, and condominiums where individual guests or residents do not have access to the plumbing system for repairs or modifications. Reclaimed water pipes shall be installed in accordance with FDEP regulations.

(c) Reclaimed water may be used for air-conditioning cooling systems in commercial or industrial facilities or buildings in accordance with FDEP regulations.

(d) No above ground hose bibs (spigots or hand operated connections) shall be permitted.

(e) Below ground hose bibs are permitted when they are clearly labeled as non-potable and can only be operated by use of a special tool to be approved by the City Manager/Assistant City ManagerEDU.

(f) Fire hydrants may be installed on mains constructed within the City in accordance with department construction specifications at such locations as deemed appropriate by the City Manager/Assistant City ManagerEDU.

(g) Existing residential irrigation systems may connect provided there are not above ground hose bibs, no cross-connections and the potable water supply is protected by an approved backflow prevention device.

(h) New residential irrigation systems have no special construction specification except there shall be no above ground hose bibs, no cross-connections and the potable water supply is protected by an approved backflow prevention device.

(i) Existing nonresidential irrigation systems shall have no above ground hose bibs, no cross-connections and the potable water supply shall be protected by an approved backflow prevention device.

(j) Residential improvements and connections do not require the use of a licensed contractor or plumber. Nonresidential improvements or connections do require the use of a licensed contractor or plumber.

(2) New reclaimed water distribution improvements dedicated to the City for maintenance shall meet the following specifications:

(a) All pipes shall be at least C-900, DR18, Class 150 PVC and shall be purple in color (similar to Pantone 522C) and marked with metallic tape reading "RECLAIMED WATER".

(b) All improvements shall require a construction permit and shall be constructed by a licensed contractor.

(c) Three sets of plans and specifications shall be submitted with the permit application

(d) Mains shall be a minimum of three inches in diameter

(e) Service lines shall be as required by the property served, but shall in no case be less than one inch in diameter. Sizes of service lines required by the applicant are subject to approval by the City Manager/Assistant City ManagerEDU.

Sec. 102-610.19 - Maintenance by the customer

(1) The customer shall be responsible for the maintenance and repair of all irrigation lines and appurtenances on the customer's property, unless said facilities are located within land previously dedicated to the City or land in which the City has been issued and has accepted a license or permit to operate said facilities. The City reserves the right to disconnect the service to any property when the irrigation system and appurtenances are not properly maintained or fail to meet the requirements of Ch. 62-610, F.A.C. In addition, should the customer require reclaimed water at different pressures, or different quality, or in any way different from that normally supplied by the City, the customer shall be responsible for the necessary devices to make these adjustments and for obtaining the approval of the City Manager/Assistant City ManagerEDU.

Sec. 102-610.20 - Maintenance by the City

(1) All facilities that have been conveyed, dedicated or transferred to and accepted by the City shall become the property of the City and will be operated, maintained and repaired by the City. No person shall perform any work nor be reimbursed for any work on the system unless written authorization from the City is received prior to the work being commenced.

(2) The City shall make a reasonable effort to inspect and keep its facilities in good repair, but assumes no liability and shall be held harmless for any damage caused by the system that is beyond the control of normal maintenance or due to situations not previously reported to the department. This shall include damage due to breaking of the pipes, poor quality of water caused by unauthorized or illegal entry of foreign material into the system, faulty operation of fire protection facilities, or other reasons.

Sec. 102-610.21 - Common service lines

(1) The City Manager/Assistant City Manager^{EDU} shall have the authority to approve one service line to connect or service two or more customers when sufficient capacity is available. In these cases, each customer shall pay the full connection and billing charges. Common service lines will be sized to provide adequate service to each customer serviced.

Sec. 102- 610.22 - Public easement

(1) When reuse lines and appurtenances are initially installed by a person or entity other than the City, said lines and appurtenances shall not be accepted by the City for maintenance unless the facilities are within a dedicated public right-of-way or easement, constructed by a licensed contractor, and such facilities are determined by the City Manager/Assistant City Manager^{EDU} to be in good working order. Any new easement, or licensed or permitted area, shall be adequately sized to accommodate construction and maintenance of any reuse system component. No obstruction of whatever kind shall be planted, built, or otherwise created within the limits of the easement, right-of-way, or licensed or permitted area, without the written permission of the City Manager/Assistant City Manager^{EDU}.

Sec. 102-610.23 - Ownership by City

(1) All reclaimed water facilities and appurtenances within dedicated public rights-of-way or easements when constructed or accepted by the City shall become and remain the property of the City. No applicant or customer shall by payment of any charges provided herein, or by causing any construction of facilities accepted by the City, acquire any interest or right in any such facilities or any portion thereof, other than the privilege of having his/her/its property connected thereto for reclaimed water service in accordance with this article. The City shall be sole provider of reclaimed water except as approved by City Council for permission by another governmental entity.

Sec. 102-610.24 - Appeals to City Council

(1) Any refusal by the City Manager/Assistant City Manager^{EDU} to grant service to an applicant, or any other decision made by the City Manager/Assistant City Manager^{EDU} pursuant to this article, may be appealed to the Utility Advisory CommitteeCity Council for a final and binding decision.

Sec. 102-610.25 - Adoption of Chapter 62-610, FAC

(1) The rules and regulations appearing in Ch. 62-610, F.A.C., are hereby adopted by reference as though fully set forth within this article. In the event of any variation between the provisions of Ch. 62-610, F.A.C. and the provisions of this article the stricter provision shall prevail.

Sec. 102-610.26 - Transfer of reclaimed water

(1) It shall be unlawful and an offense against the City for any person or entity to sell, barter, trade or otherwise transfer reclaimed water to any other person or entity, or to any property other than the authorized property, after having initially received said reclaimed water from the City,

Sec. 102-610.27 - Applicability to initial users

(1) It is not the intent of the City Council, by the enactment of this article, to invalidate or otherwise render ineffective any term, provision or condition of any reclaimed water supply contract entered into between the City and any initial user herein identified prior to the effective date of this article.

Sec. 102-610.28 - Reclaimed water service rate

(1) *Reclaimed water service charges.* The schedule of monthly rates and charges for reuse shall be provided the City:

(a) Contracts for bulk users who use less than 100,000 gallons per day may be negotiated with the approval of the City.

(b) County customers will be charged a 25 percent surcharge. This surcharge will continue to be 25 percent after each rate adjustment.

(2) *Waiver of fees.* The City Manager/Assistant City Manager^{EDU} may adjust or waive reclaimed water charges to bulk users willing to take reclaimed water for storage at the request of the City.

(3) For non-metered service, one acre in size or smaller, the monthly charge shall be \$15.00 per month.

(4) For non-metered service for multi-units of two or more, the monthly charge shall be \$8.00 per month per unit.

(5) All reclaimed water connections for public property will be charged a maximum connection fee of \$200.00 per connection point.

(6) The connection fee for reclaimed water service will consist of the tap fee as found in SOFRAD. All reclaimed water connections larger than two inches be charged for at actual cost.

(7) *Consumer price index adjustments.* Commencing October 1, 2007, and each October 1 thereafter, the rates charged for reclaimed water service provided for in this section, and elsewhere herein, shall be adjusted and increased by an amount equal to the percentage of increase, if any, in the Consumer Price Index-U.S. Cities Average-All Urban Consumers-All Items-old base (1967=100), as published by the United States Department of Labor, Bureau of Labor Statistics, referred to in this subsection as the "index" between the index number of the index of July 1, 2006, which is herein referred to as the "base index number," and the index number of the index on each July 1 of each year thereafter, referred to herein as the "current index number." If the current index number on July 1 of each year beginning July 1, 2007, is greater than the base index number, then the rates charged for reclaimed water services as provided for in section, and elsewhere herein, for the next 12-month period starting October 1, 2007, and on October 1 of each succeeding year thereafter, shall be increased by an amount by which the current index number exceeds the current index number on July 1 of the preceding July 1. In no event shall the increase exceed ten percent in any one year.

Sec. 102-610.29 - Connection charges; capital costs, reconnection; violation; non-consent fees

(1) *Connection charges.* Connection charges to the reclaimed water systems shall be as found in the SOFRAD. The customer shall be responsible for any charges for the installation of required back-flow prevention devices.

(2) *Meter required.* Where the use of reclaimed water is other than for irrigation purposes, the customer shall be required to pay all costs associated with the purchase of the meter.

(3) All service connections shall be required to have a meter and shall become the property of the City after it is installed.

(a) *Re-connection fee.* A customer whose service has been voluntarily disconnected or disrupted for non-payment may resume reclaimed water service after paying any past due amounts and a reconnection fee as found in the SOFRAD.

(b) *Violation.* Where service has been disconnected for violation of an ordinance or regulation regarding reclaimed water, such service shall not be reconnected until the City receives adequate assurances and guarantees that such a violation will not recur and all fee and penalties have been paid.

(c) *Illegal/non-consent fee.* When an unauthorized connection is made to the water reclamation system or a connection to the system is made without the

prior authorization of the City, this section shall prevail and a fee equal to the connection fee times five percent plus estimated usage and base charges paid to the City.

Sec. 102-610.30 - Requirements for developers to provide a water reclamation/distribution system

(1) Where trunk mains exist and reclaimed water is available, the connection of distribution mains to the reuse trunks shall be accomplished by the developer at the sole expense of the developer. In the instance that adequate reclaimed water is not available or new developments install distribution systems where no reuse trunk mains exist, the City shall connect the distribution mains to the trunk mains upon the availability of said supply and mains.

(2) All taps to the reuse distribution system shall be approved in writing by the City Manager/Assistant City Manager^{EDU} prior to tapping.

Sec. 102-610.31 - Promulgation/enforcement of water reclamation system and procedures

(1) *Promulgation and enforcement.* The City Manager/Assistant City Manager shall have the authority to promulgate procedures and regulations with respect to the following matters:

- (a) Application procedures and requirements.
- (b) Installation requirements and permits, including specification of acceptable materials, devices and regulations to prevent backflow or cross-connection with the City water reclamation system and any other system.
- (c) Enforcement of the ordinances and regulations pertaining to the water reclamation system including procedures for inspection of the customer's system.
- (d) Orderly expansion and use of the water reclamation system, public and private.
- (e) Procedures to ensure that all wells located on the property receiving reclaimed water will be completely disconnected and properly abandoned from irrigation systems on the property.
- (f) The rendering of bills for service and the collection of charges for all services rendered.
- (g) Collection of all fees and charges and recording in the public records and liens agreed to by customers of the system.

(2) *Promulgation and regulations.* The City Manager/Assistant City Manager^{EDU} may when necessary for the efficient operation of the water

reclamation system or for the health or safety of the general public or the customer, establish regulations regarding the following matters which regulations shall become effective upon city council approval by resolution:

(a) The time(s) of day or night and number of days per week during which the reclaimed water may be used by customers.

(b) The maximum number and type users of the reclaimed water.

(3) *Cross connection/non-complying device prohibited.* Cross connection of reclaimed water with other sources of water or use for potable purposes is prohibited. Reclaimed water shall not enter a residence or building or within a dwelling unit. No person shall construct, operate, maintain, or allow to remain present on his or her property, any device or system which is connected to or which controls a device or system connected to the City's water reclamation system and which is not in compliance with all provisions of Florida Administrative Code, Ch. 62-610, and with all procedures and regulations promulgated pursuant to this section. The person who owns or controls the property upon which a non-complying device or system is found shall be liable to the City for the cost associated with the securing and/or removal of the non-complying device or system. These costs shall constitute a lien against the property upon which the non-complying device or system is located.

(4) *Device(s) and installation.* The required type of device for backflow installation upon the residential and commercial premises to protect the portable water supply where reclaimed water is to be used, shall comply with the portable water supplier's specifications, installation, testing, and maintenance of the device shall be the responsibility of the customer and the customer shall comply with the portable water supplier's policies, procedures and specifications. Vacuum breakers shall be installed on all outside potable water faucets to prevent back siphonage.

(5) *Noncompliance liability.* Any customer whose water reclamation system is in violation of any City ordinance, regulation, or procedure shall be subject to immediate discontinuance of the customer's reclaimed water service. Such discontinuance of service shall not relieve any person of liability for civil actions of municipal ordinance violation prosecution.

(6) *System responsibility.* The City Manager/Assistant City Manager will be responsible for the training of all City cross-connection control and inspection personnel to ensure that the adopted rules and regulations are followed.

(7) *In-ground irrigation and prohibited attachments.* All irrigation systems shall be permanently installed and consist of low trajectory water droplet spray heads of in ground irrigation design. Hose connections and faucets are prohibited on the water reclamation system.

(8) *Owners reuse control.* A hand control valve must be installed and accessible on the user's side of the City's curbside service line.

Sec. 102-610.32 - Unauthorized work

(1) *Unauthorized work prohibited.* No person, unless expressly authorized in writing by the City Manager/Assistant City Manager^{EDU} shall tamper with or in any way alter or damage any City water reclamation facility. This shall include, but is not limited to, opening or closing of City valves, or causing of any water to flow from the system. No unauthorized person shall cut into or make any connections into the system. The offending person(s) or property owner shall be liable for the cost of all charges attributable to the correcting of such tampering, including legal expenses, but payments of or correcting of such damage shall not relieve the offending person from civil penalties the City or a court may impose for a violation of this article.

(2) *Maintenance required.* The owner or controller of the property must maintain the water reclamation system and devices upon the premises. This specifically includes adjustment of heads to avoid excessive overspray onto but not limited to: streets, public sidewalks, canals, swimming pools, hot tubs or wading pools. Also included is maintenance of pipes and valves so as not to cause damage to City streets or utilities. Failure to keep the system in repair shall result in discontinuance of service.

Sec. 102-610.33 - Inspection rights of City

(1) To ensure that the provisions of the City's ordinances, regulations and procedures are being observed, the City reserves the right and privilege of inspecting and removing devices.

(2) Inspections without cause to believe that an ordinance or regulation is being violated shall be at reasonable times and shall not exceed a reasonable frequency. Inspections where there is a reasonable cause to believe that an ordinance or regulation is being violated shall be at such time and shall occur with such frequency as is necessary to establish that an ordinance or regulation is or is not being violated.

(3) *Consent to inspect.* Each customer of the water reclamation system shall, by application, give prior written consent to City personnel to enter upon such premises. Failure of the City to obtain such a written waiver shall not affect the right of the City to proceed pursuant to subsection (a) of this section.

(4) *Refusing inspection, consequences.* Refusing to permit an authorized agent or employee of the city to enter onto the premises for the purposes of inspecting the customer's water reclamation system pursuant to this section of this Code shall be grounds for immediate discontinuance of the water reclamation system service by the authority to the subject premises.

Sec. 102-610.34 - Conditions of use

(1) No customer of the water reclamation system shall have any recourse against the City for the loss of reclaimed water supply or for damage to vegetation or any other damages occasioned by use of the reclaimed water.

ARTICLE VII. - STORMWATER MANAGEMENT UTILITY SYSTEM

Sec. 102-710 - General

Sec. 102-710.1 - Creation.

(1) Pursuant to the home rule power of article VIII, 2(b) Florida Constitution, F.S. Ch. 166, and F.S. § 403.0893, the City does hereby establish a stormwater management utility. The utility shall be responsible for stormwater management throughout and within the limits of the City, and shall provide for the conservation, management, maintenance, extension, and improvement of the public stormwater systems to collect, control, convey, store, detain, retain, recharge, and treat stormwater and through regulation of stormwater management systems on private property. It shall be the long-term objective of the City to provide a comparable and consistent level of stormwater service to similarly situated properties through the City.

Sec. 102-710.2 – Criteria

(1) Stormwater systems shall be designed according to the criteria found in SRWMD's Applicant's Handbook Volume II, sections III, IV, and V.

(2) All construction plans, supporting calculations which include water quantity calculations, and geotechnical reports shall be signed and sealed registered professional engineer. Surveys shall be signed and sealed by the appropriate registered professional.

(3) Stormwater, cooling water and all other unpolluted waters shall only be discharged to the stormwater system or to a natural outlet approved by the approved development permit.

(4) Untreated waters shall not be discharged directly to the aquifer through drainage wells or go-away holes.

Sec. 102-710.3 – Computer Models

(1) The City does not have a specified list of computer models that must be used. Any model used must be able to provide the reasonable assurance that is required for issuance. City staff will use common models or if available the model the design professional used in order to review the results. If the model the design professional used is not available to the City reviewer, the results from available models must be similar.

Sec. 102-710.4 – Wetlands

(1) Developments are to be designed with the minimal amount of wetland impacts possible. All submitted plans with wetland impacts will be required to show that all alternatives will have more impacts than the submitted set of plans.

Sec. 102-710.5 - Enterprise fund account

(1) There is hereby established a stormwater management utility enterprise fund which shall be used solely for the independent and separate accounting of all revenues, expenditures, assets and liabilities, earnings, and obligations of the stormwater management utility. Unless otherwise specifically authorized by the City Council through an ordinance, the revenues and other assets of the stormwater management utility shall be used only for the conservation, management, protection, control, use and enhancement of stormwater in the city and the acquisition, administration, construction, acquisition of equipment, management, maintenance, extension and improvement of the public stormwater systems and regulation of public and private stormwater systems, facilities and activities related thereto.

Sec. 102-710.6 - Service area, scope of responsibility and service level objective

(1) The stormwater management utility shall be responsible for stormwater management throughout the City's stormwater service area, and shall provide for the conservation, management, maintenance, extension, and improvement of the public stormwater systems to collect, control, convey, store, detain, retain, recharge, and treat stormwater and through regulation of stormwater management systems on private property. It shall be the long-term objective of

the City to provide a comparable and consistent level of stormwater service to similarly situated properties through the stormwater service area.

Sec. 102-710.7 - General financing and service charge rate policy

(1) It shall be the policy of the City that funding for stormwater management be equitably derived through methods which have a demonstrable relationship to the varied demands imposed on the City's stormwater systems and programs, the level of service provided, and benefits realized as a result of the provision of adequate stormwater management services and facilities. Service fees for stormwater management shall be fair and reasonable, and shall bear a substantial relationship to the cost of providing services and facilities. The cost of stormwater services and facilities may include operating, capital improvement, equipment, property, and reserve expenses, and may consider stormwater quality as well as stormwater quantity management requirements. Similarly-situated properties shall pay similar charges. Service charge rates shall be designed to be consistent and coordinated with the City's use of other stormwater management funding mechanisms, including but not limited to plan review and inspection, fees, special fees for services, fees in lieu of regulatory requirements, impact fees, system development charges, and special assessments so as to accomplish the City's overall objective of equitable funding.

Sec. 102-710.8 - Service fees

(1) The City Council hereby establishes stormwater management utility service fees, which shall be adopted by ordinance, and which shall be billed to all properties in the stormwater service area of the City, except as specific exemptions allowed in this article or in future ordinances or amendments to this article shall apply. The stormwater management utility service fees may include a service rate fee applied to each property related generally to the amount and quality of runoff discharged to the public stormwater systems and stormwater receiving waters, a base rate fee for certain costs of service common to all stormwater management utility accounts, and special service fees to persons, entities or properties which require services and/or facilities not commonly needed by all persons, entities, or properties.

(a) The service fee charge shall be reflective of the cost of providing services and facilities to properly control stormwater runoff quantity and quality.

(b) An amount will be included in the billing to cover the cost of billing and accounting for each account, together with administrative charges, as determined by the City Council during the annual budgeting process.

(c) Special service fees shall be structured to recover the cost of providing to certain persons, entities and properties stormwater management services that

are not commonly required by all stormwater service charge ratepayers. Such services may include, but are not limited to, private development plan review and inspection, site inspections to verify the operational condition of on-site stormwater management systems such as private detention/retention and conveyance facilities, monitoring and mitigation activities related to conditions on individual properties which impact water quality, and actions to abate conditions on private properties which do not comply with adopted City standards and/or which interfere with proper stormwater management and have been designated by the City Manager or a duly authorized representative of the City Manager to constitute a public nuisance.

Sec. 102-710.9 - Fee collection

- (1) The stormwater management utility fee shall be for all properties subject to the fee.
- (2) Any charge due which has not been paid when due shall bear interest at the rate of one and one-half percent per month and may be recovered in an action of law by the city. The delinquent account shall be responsible for all costs of collection to include reasonable attorney's fees whether or not suit is necessary.
- (3) In the case that a tenant in possession of any premises or buildings shall pay such stormwater management utility fees, it shall relieve the land owner from such obligation; but the city shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No change of ownership or occupancy shall affect the obligation to pay and the failure of any owner to learn that he has purchased property with a lien shall not affect the obligation to pay.

Sec. 102-710 - Stormwater attenuation credits

- (1) If a nonresidential property owner installs property permitted, constructed and maintained stormwater runoff attenuation facilities, systems and/or structures, such property owner shall be eligible for a stormwater attenuation credit, if the discharge from the property is pre-post rates and/or volumes to natural they pay the same as a residential.
- (2) The stormwater attenuation credit shall be determined by a professional, licensed engineer, at the property owner's expense, and shall be based upon the reduction of stormwater runoff achieved by the attenuation facilities, systems and/or structures during the applicable storm event compared to the stormwater runoff, without the attenuation facilities, systems and/or structures, expressed in terms of ERUs. The engineer's calculation of the attenuation credit shall be subject to the City's review and approval. In no case shall stormwater attenuation credits be given to any properties which have attenuation facilities systems and/or structures that are maintained by the City.

(3) The stormwater attenuation credit will be realized by the property owner by reduction of the property's ERU factor by the attenuation credit, in ERUs, the resultant ERU factor being applied for the purpose of calculation of the property's stormwater fee.

Sec. 102-710.11- Appeal of service fees

(1) Any person seeking adjustment or relief from the stormwater management utility service fees may appeal in the following manner. An appeal must be filed in writing with the Growth Management Department. It shall include a survey prepared by a registered land surveyor or engineer showing the total property area of the parcel and the impervious surface area on the property and other features or conditions which influence the hydrologic response of the property. Based on the information provided, a technical review shall be conducted by the City and a written determination issued stating whether an adjustment to the service fee is appropriate and if so the amount of such adjustment. If the person or entity seeking adjustment or relief from the service fee desires, they may be appeal it to the ~~City Utility Advisory Committee~~~~Council~~. This appeal process shall not interfere with the rights of the person or entity to seek judicial relief in a court of competent jurisdiction, but shall be exhausted before judicial relief is pursued.

Section 3. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 4. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

Section 5. Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 6. This ordinance shall take effect immediately upon its adoption.

PASSED upon first reading this 18 day of September 2023.

NOTICE PUBLISHED on the 4th day of October 2023.

PASSED AND ADOPTED on the 10th day of October 2023.

CITY OF LAKE CITY, FLORIDA

By: S. M. Witt
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: Audrey E. Sikes
Audrey E. Sikes, City Clerk

By: T. J. Kennon
Thomas J. Kennon, III,
City Attorney

FAC 62-550, 62-555, and 62-610

EXHIBIT

**PERTINENT SECTIONS
OF
FLORIDA ADMINISTRATIVE CODES 62-550 and 62-555**

Florida's Web site

Defines cross-connections, 62-550.200:(20):

"CROSS-CONNECTION" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross connections.

Prohibits cross-connections, 62-555.360(1):

Cross-Connection, as defined in Rule 62-550.200, F.A.C., is prohibited. However, a person who owns or manages a public water system may interconnect to another public water system if that system is operated and maintained in accordance with this Chapter.

Requires a cross-connection control program, 62-555.360(2):

Community Water systems, and all public water systems which have service areas that are also served by reclaimed water systems as defined in Chapter 62-610, Part III, F.A.C., shall establish a routine cross-connection control program to detect and prevent cross-connections that create or may create an imminent and substantial danger to public health. This program shall include a written plan that is developed using accepted practices of the American Water Works Association as set forth in the reference documents cited in Rules 62-555.330(6) and (7), F.A.C.

What shall be done if a cross-connection exists, 62-555.360(3):

Upon discovery of a prohibited cross-connection, public water systems shall either eliminate the cross-connection by installation of an appropriate backflow prevention device acceptable to the Department or shall discontinue service until the contaminant source is eliminated.

Requires that backflow preventers be installed under the supervision of the water supplier, also states where backflow preventers should be installed, 62-555.360(4):

Only the following are considered to be backflow prevention devices. They shall be installed in agreement with and under the supervision of the supplier of water or his designated representative (plumbing inspector, etc.) at the consumer's meter, at the property line of the consumer when a meter is not used, or at a location designated by the supplier of water or the Department. The devices are:

Backflow preventers that are approved by DEP, 62-555.360(4):

(a) Air gap separation - A physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An "approved airgap separation"

EXHIBIT

shall be at least double the diameter of the supply pipe measured vertically above the top of the rim of the vessel. In no case shall it be less than 1 inch.

(b) Reduced pressure backflow preventer - A device containing within its structure a minimum of two independently acting approved check valves, together with an automatically operating pressure differential relief valve located between the two check valves. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow the pressure between the checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure. The unit shall include tightly closing shutoff valves located at each end of the device, and each device shall be fitted with properly located test cocks.

(c) Atmospheric vacuum breaker - A backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work on a vertical plane only. The one moving part consists of a poppet valve which must be carefully sized to slide in a guided chamber and effectively shut off the reverse flow water when a negative pressure exists.

(d) Pressure vacuum breaker - A pressure vacuum breaker is similar to an atmospheric vacuum breaker except that the checking unit "poppet valve" is activated by a spring. This type of vacuum breaker does not require a negative pressure to react and can be used on a pressure side of a valve.

(e) Double check valve assembly - An assembly composed of two single, independently acting, check valves, including tightly closing shutoff valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve. A check valve is a valve that is drip-tight in the normal direction of flow when the inlet pressure is one psi and the outlet pressure is zero. The check valve shall permit no leakage in a direction reverse to the normal flow. The closure element (e.g. clapper) shall be internally weighted or otherwise internally loaded to promote rapid and positive closure.

(f) Residential Dual Check - A compact unit manufactured with two independent spring actuated check valves. The residential dual check is acceptable only as added backflow prevention in areas served by reuse systems defined in Chapter 62-610, Part III, F.A.C., when the cross connection control program identifies activities specific to (5)(a) and (5)(b) of this section.

(5) Cross connection control programs specific to reuse systems defined in Chapter 62-610, Part III, F.A.C., shall consider the following:

(a) Enhanced public education efforts towards prevention of cross-connections.

(b) Enhanced inspection programs for portions of the distribution systems in areas of reuse for detection and elimination of cross connections.

(c) Dual check valves shall be considered acceptable for reducing risks from backflow only at residential properties served by reclaimed water unless:

1. Local codes, ordinances or regulations require greater levels of backflow prevention.

2. Other hazards exist on the property that require a greater level of backflow prevention.

Defines maximum contaminant level (mcl), 62-550.200(48):

EXHIBIT

"MAXIMUM CONTAMINANT LEVEL" (MCL) means the maximum permissible level of a contaminant in water which is delivered to any user of a public water system. Prohibits the introduction of contaminants that do not have a maximum contaminant standard, 62-550.330

Other Contaminants Without a Standard. No contaminant which creates or has the potential to create an imminent and substantial danger to the public shall be introduced into a public water system.

Requires operation and maintenance practices that minimize the potential for a serious backflow incident, 62-555.350(1)

Operation and Maintenance of Equipment. (1) The supplier of water shall maintain all equipment in good operating condition and shall keep in operation all equipment designed for the purification of the water supply. The supplier shall maintain a minimum free chlorine residual of 0.2 mg/l or its equivalent throughout the distribution system at all times. The capacity of the treatment plant and distribution facilities including pumps and pipes shall be increased as system demand is increased to maintain a minimum pressure of 20 psi throughout the distribution system except in extenuating circumstances. The system shall be maintained and operated in accordance with the rules of the Department and the approved plans.

Requires the water purveyor to notify DEP if any malfunctions in the treatment process occur, 62-555.350(3)

No new source of water supply shall be introduced into the system and no purification process or protection provision shall be altered or discontinued unless the operator secures written approval from the Department. In case of a breakdown in purification or protection works, a break in a main transmission line causing a major interruption in service, or any suspicious circumstance, abnormal taste, or abnormal odor occurring in connection with a public water supply, the person responsible for the operation of the works or the treatment plant operator shall notify the Department or the Approved County Public Health Unit, if applicable, by wire or telephone within 24 hours of the occurrence. The Department shall notify the appropriate local public health unit(s) or the Approved County Public Health Unit shall notify the Department.

Requires that records on backflow prevention be maintained for a period of 10 years, 62-550.720 (3):

Copies of any written reports, summaries or communications relating to cross connection control programs or sanitary surveys of the system conducted by any local, State or Federal agency, shall be kept for a period of not less than 10 years after completion of the sanitary survey.

62-555.330 Engineering References for Public Water Systems. In addition to the requirements of this chapter, the standards and criteria contained in the following standard water works manuals and technical publications are hereby incorporated by reference and shall be applied in determining whether applications to construct or alter a public water system shall be issued or denied. They do not supersede the specific requirements detailed in these rules. Copies of these technical volumes may be obtained by writing the appropriate publisher at the address indicated.

(6) *"Recommended Practice for Backflow Prevention and Cross-Connection Control (M14),"* American Water Works Association, 1990, American Water Works Association, 6666 W. Quincy Avenue, Denver, Colorado 80235.

EXHIBIT

Rule Requirements

(22) "CROSS-CONNECTION" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections.

Cross-Connection Control Rule Requirements

Rule 62-610.469(7), F.A.C., strictly prohibits cross-connections to potable (drinking) water systems. Rule 62-610.469(7)(a), F.A.C., directs the permittee to submit documentation of DEP acceptance for a cross-connection control program pursuant to Rule 62-555.360, F.A.C., for all public water supply systems located within areas to be served by the reuse system.

Rules 62-610.469(6) and (7)(b) through (h), F.A.C., specify requirements aimed at cross-connection control such as:

1. Separation distances between reclaimed water lines and other domestic water lines;
2. Labeling of reclaimed water valves and outlets to warn the public and employees that the water is not intended for drinking. (Labels must bear the words "Do not drink" in English and Spanish together with the equivalent standard international symbol.);
3. Converting existing domestic wastewater lines to reclaimed water lines. (Permittees must provide affirmative demonstration that all existing connections will be eliminated.);
4. Inspecting reclaimed water lines to minimize the potential of cross-connections; and
5. Color coding of reclaimed water pipes, valves and outlets to differentiate reclaimed water from domestic or other water lines. (Reclaimed water piping that is not manufactured of metal or concrete must be color using Pantone Purple 522C using light stable colorants. Metal and concrete pipe shall be color coded or marked using purple as a predominant color.)

Note: It is recommended, but shall not be required, that distribution and application facilities located on private properties, including residential properties, be color coded using Pantone Purple 522C.

Rule 62-610.800(7)(a), F.A.C., requires the permittee to obtain written approval from DEP before placing the initial portion, part, or phase of a reuse system permitted under Part III of Chapter 62-610, F.A.C., into operation. Written application to place a reuse system into operation must be made using **Form 62-610.300(3)(a)3, Application for Permission to Place a Public Access Reuse System in Operation** shall be granted if the requirements in Rule 62-620.630, F.A.C., are met.