

1350 Baldwin Avenue
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**CITY COUNCIL
REGULAR MEETING AGENDA
1350 BALDWIN AVENUE, CITY HALL
MONDAY, DECEMBER 9, 2024
5:00 PM**

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

2. PRESENTATION AND/OR PROCLAMATION

- A. Mayor Bob Campbell
 - 1. State of the City
 - 2. Proclamation for National Native American Indian Heritage Month
- B. Matt Algarin, Walton County Tourism Director
 - 1. Present plaque of appreciation to Councilmember Todd Bierbaum for his service on the Tourist Development Council

3. CONSENT AGENDA

- A. Additions/Deletions to the Consent Agenda
- B. Approval of the Consent Agenda
- C. City Clerk R. Ali
 - 1. November 25, 2024 - Workshop Meeting
 - 2. January 22, 2024 - Regular Meeting Minutes
 - 3. November 25, 2024 - Regular Meeting Minutes
- D. Finance Department
 - 1. November 2024 Bill Ratification
- E. Planning Department
 - 1. Special Event Permits
 - A. Adams & Scott Wedding Special Event
 - B. 12th Annual Black History Parade Special Event
 - C. Strength in Strides 5K Run Special Event
- F. Public Works Department
 - 1. Air Relief Valves - Budgeted
 - 2. Vacuum Excavator - Budgeted

4. REGULAR AGENDA

- A. Additions/Deletions to the Regular Agenda
- B. Approval of the Regular Agenda
- C. City Manager K. Townsend
 - 1. NFWFMD Effluent Forcemain Replacement Grant No. 25-019
 - 2. Well 5 Pump Motor Repair/Replacement
 - 3. Approval of RFQ-01-PD to hire a consulting firm to update the City's Land Development Code (LDC)
 - 4. Community Redevelopment Agency Discussion & Direction - A Resolution Designating the City Council as the Community Redevelopment Agency Board
 - 5. Transportation Planning Organization Discussion
 - 6. Dewberry Task Order for 280B Water and Sewer Project
- D. Liberty Partners of Tallahassee
 - 1. 2025 Legislative Appropriation Priorities
- E. Planning Director C. Wallace
 - 1. 2024-SP-08, Review of the Final Plan for a Free Standing Emergency Room (FSER) located just south of the new CEFCO on Hwy 331 South

5. PUBLIC HEARING/ORDINANCES

- A. Planning Director C. Wallace
 - 1. 2025-SSA-02, Jonathan E. Nash, on behalf of Barry Katz, is requesting to amend the FLUM for property located on Hwy 331 S, just north of Myrtle Avenue.

6. REQUEST TO BE ON THE AGENDA

- A. Cliff Knauer
 - 1. Continental Pacific Development Plan Discussion on Right of Way Circle Drive
- B. Dominguez Design Build
 - 1. Airport Terminal Update

7. CITIZEN COMMENTS

8. CITY ATTORNEY

- A. CCB Bank Purchase Agreement Extension

9. LEGISLATIVE REQUESTS

- A. Councilmember A. Heavilin
 - 1. Walton County Tourist Development Council (TDC) Appointment
- B. Councilmember T. Bierbaum
 - 1. Code Review and Land Use - Chapter 14 Nuisances and Hazards or Insanitary Conditions

10. EXECUTIVE COMMENTS

11. COUNCIL COMMENTS

12. ADJOURNMENT

Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, 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. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities may contact the City Clerk at cityclerk@defuniaksprings.net or 850-892-8500 ext. 1103.



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Mayor

Presenter:

Bob Campbell, Mayor

Request Type: Presentation

Does this item require legal review? No

Time Required for Request: 15 minutes

Agenda Item Title:

State of the City

Attachment(s):

None

Brief Summary:

Mayor Bob Campbell will present the 2023-2024 State of the City.

Action Requested:

None

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:

N/A

Staff Recommendations/Comments:



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Mayor

Presenter:

Bob Campbell, Mayor

Request Type: Proclamations

Does this item require legal review? No.

Time Required for Request: 3 Minutes.

Agenda Item Title:

Proclamation for National Native American Indian Heritage Month

Attachment(s):

1. Proclamation- National American Indian Heritage Month

Brief Summary:**Action Requested:****Issue Overview:**

Background Information & Issue Summary:

Financial Impacts:**Staff Recommendations/Comments:**

City of DeFuniak Springs

Proclamation

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous people; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designation the month of November, as National American Indian Heritage Month; and

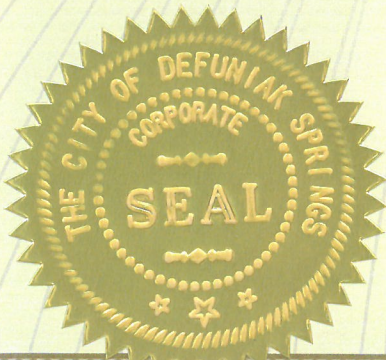
WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

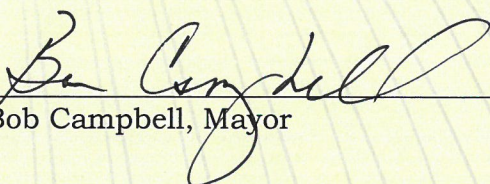
NOW THEREFORE, I, Bob Campbell, by the virtue of the authority vested in me as Mayor of the City of DeFuniak Springs, Florida do proclaim November as

NATIONAL AMERICAN INDIAN HERITAGE MONTH

in the City of DeFuniak Springs, Florida and urge all our citizens to observe and celebrate this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of DeFuniak Springs to be affixed this 25th day of November, in the year of our Lord two thousand and twenty-four.




Bob Campbell, Mayor



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Matt Algarin

Request Type: Presentation

Does this item require legal review? No.

Time Required for Request: 5 Minutes.

Agenda Item Title:

Present plaque of appreciation to Councilmember Todd Bierbaum for his service on the Tourist Development Council

Attachment(s):

None

Brief Summary:**Action Requested:****Issue Overview:**

Background Information & Issue Summary:

Financial Impacts:**Staff Recommendations/Comments:**

**DeFuniak Springs City Council
Workshop Meeting Minutes
Council Chambers
November 25, 2024**

1. CALL TO ORDER

Mayor Bob Campbell called the meeting to order at 4:00 PM.

Present: Mayor Bob Campbell, Mayor Pro-Tempore Todd Bierbaum (Seat 1); Councilmember Josh Sconiers (Seat 2); Councilmember Amy Heavilin (Seat 3); Councilmember Glen Harrison (Seat 4); Councilmember Anthony Vallée (Seat 5).

Absent:

Also, present were City Manager Koby Townsend, City Attorney Clay Adkinson, Finance Director Steven Rausch, and City Clerk Rafael Ali.

2. COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDING DISCUSSION

Mr. Vallee stated that the percentage adjustment is the simplest approach.

Mr. Vallee stated that this will spread the impact to the CRA.

Mr. Harrison stated that the map change would require more steps.

Mrs. Heavilin stated that everyone she has talked to agrees with a change in percentage.

Mr. Sconiers stated that he agrees.

Mr. Bierbaum stated that he agrees.

Mrs. Heavilin stated that the CRA's focus has changed.

Mrs. Heavilin stated that the people she has spoken to would like to see the funds returned to the city at 50%, which is the lowest we can go.

Mr. Vallee stated that it is important for the public to understand that when we give up funds to the CRA, we are also giving up county dollars.

Mr. Vallee stated that a 5% reduction in the previous rate would have been \$48,000 in city funds we would have recouped. If we had gone from 95% to 90%, we would have an extra \$48,000 this year.

Mrs. Heavilin stated that the people she has spoken to understand that there is a match from the county, but they are more inclined to put the funds back in the hands of the city because the CRA is not addressing blight.

Mayor Campbell stated that he was hoping the CRA would have been more involved in tackling blight.

Mayor Campbell asked Mr. Adkinson if we could change the amount and revisit this again later on.

Mr. Adkinson stated that it could come back up in the future.

Mr. Bierbaum stated that from his research, it is clear that the CRA was created for blight remediation.

Mr. Bierbaum stated that he does not agree with the CRA board's decision not to pursue undergrounding utilities or removing a commercial building from tax rolls. When they had an opportunity to fill those spaces with something that would benefit the community, it was voted down.

Mr. Bierbaum stated that he is disappointed in the CRA Board, but he wants to make it clear that he is not criticizing anyone and sees the effort the board is making.

Mr. Bierbaum stated that he does not think the CRA is serving its original intent.

Mr. Bierbaum stated that we need to evaluate whether general fund dollars are being used to their full potential.

Mr. Vallee stated that he agrees that the CRA should have made more effort to complete some of these projects.

Mr. Vallee stated that many people are also involved in the CRA programs for property improvements.

Mr. Vallee stated that we need to have a long-term decision and set priorities.

Mr. Vallee stated that he likes the idea of the CRA not being involved with us politically, but it does require some kind of oversight.

Mayor Campbell asked Mr. Adkinson about setting priorities.

Mr. Adkinson stated that you cannot dictate anything unless the city council becomes the CRA Board. In that case, it would only take a plan amendment to establish priorities.

Mr. Adkinson stated that we have an adopted CRA plan, and amending it would require the CRA to take the amendment to the City Council. Once the plan is adopted, any amendments must start at the CRA level.

Mr. Adkinson stated that we are very limited in what we can direct the CRA to do.

Mr. Bierbaum stated that he does not want to dismiss the multiplier effect of county funds, but believes we need to make decisions based on what the CRA was set out to do and what it is currently doing.

Mr. Bierbaum stated that we could easily set aside \$800,000 for debt services and secure \$29 million in bonds to complete some of these projects using general fund money.

Mr. Adkinson stated that we can't do that without a referendum. If we pull the \$800,000 from other funds, we can do that. We can use it to offset other fund balances and then seek debt service, which is possible.

Mr. Bierbaum stated that in that case, we could designate ourselves as the CRA and then bond the revenue.

Mr. Adkinson stated that you can bond revenue, but it must comply with the CRA plan.

Mr. Adkinson stated that there is case law from the Attorney General regarding bonds issued by the CRA.

Mr. Adkinson stated that once trust revenues have been pledged for debt services, everyone contributing must continue to contribute until those are satisfied.

Mr. Adkinson stated that we should also consider the lifespan of the agency created, because once the revenue is pledged, it must remain in place until it is paid off.

Mr. Vallee asked how realistic the goal of building a fire station with CRA funds is.

Mr. Adkinson stated that the statute requires approval from all the taxing authorities that contribute to the TIF.

Mr. Adkinson stated that it is as realistic as the City Council and County Commission agreeing on it.

Mr. Adkinson read the Florida Statute, which states that the following projects may not be paid for with increment revenues: construction or expansion of administrative buildings for public bodies, or police and fire buildings, unless each taxing authority agrees to such a method of financing.

Mr. Bierbaum asked if we can rescind the approval of the CRA plan. Mr. Adkinson stated that amending the plan requires certain notices, and if we are going to undo all the plans, the easier option is to dissolve the whole organization.

Mr. Bierbaum asked if we can compel the CRA to amend the plan. Mr. Adkinson answered no.

Mr. Bierbaum stated that the mission of the CRA is to eliminate blight, and he does not see that focus in the current plan.

Mr. Vallee asked what Mr. Bierbaum thinks of the public input they have received and the guidance provided in general.

Mr. Bierbaum stated that he has heard from multiple people attending the public workshops on the CRA plan that their options were not reflected in the plan.

Mrs. Heavilin asked what needs to be done if the City Council wants to become the CRA Board.

Mr. Adkinson stated that it can be done via resolution as easily as the next meeting.

Mr. Adkinson stated that the Council can also appoint two additional board members.

Mrs. Heavilin asked what it looks like to dissolve the whole organization.

Mr. Adkinson stated that it would require two public hearings and must be done by ordinance.

Mr. Adkinson stated that the cleanest way to dissolve the CRA is at the end of the current fiscal year.

Mayor Campbell asked what the Council's obligation would be as CRA Board members.

Mr. Adkinson stated that the City Council would have to attend the CRA's regular meetings.

Mrs. Heavilin asked if we can direct the Finance Director to run a report to see how many contractor obligations the CRA has.

Mr. Townsend stated that we will need to get in touch with them to determine those obligations.

Mrs. Heavilin asked if we can find out based on what is being paid.

Mr. Townsend stated that we will find out.

Mr. Vallee stated that if we make the City Council the CRA Board and add two additional seats, we may want to invite the county to join us and increase cooperation.

Mr. Bierbaum asked if we can make the City Council the board of five and then later add two additional people.

Mr. Adkinson stated that we could also split the board between the county and city.

Mr. Bierbaum and Mr. Vallee stated that they are in favor of designating themselves as the CRA Board.

Mr. Harrison asked how many CRAs in Florida have their city council as their board.

Mr. Adkinson stated that there are probably more that do not than do.

Mr. Harrison asked if the CRA has issues with its current program because people have to put up funds first before receiving CRA funds.

Mr. Vallee answered that they actually have programs now that do not require that.

Mr. Harrison stated that as current City Council members, it is our responsibility to ensure the CRA is successful.

Mr. Harrison stated that if we have expressed our concerns and they haven't been met, we must move forward.

Mr. Harrison stated that as a City Council, we need to ask ourselves what we will do differently if we are on the CRA board.

Mr. Adkinson stated that currently, he has consensus from three City Council members to bring back a resolution.

Mr. Vallee stated that we didn't expect property values to rise as they have.

Mayor Campbell stated that typically, the CRA improves a neighborhood and earns its keep.

Mrs. Heavilin stated that the percentage can be changed every year.

Mr. Vallee stated that once you commit to the funding, you must be extremely cautious about changing the rates.

Mr. Adkinson stated that it is an advantage to use available funding to bond projects that we may not otherwise be able to fund.

Mr. Adkinson stated that he initially encouraged the Council to become the CRA Board.

Mr. Adkinson stated that he encourages the Council not to decrease the CRA percentage until they have replaced the CRA Board.

Mr. Adkinson stated that we should change one thing at a time: start with the board, then address the plan.

Mr. Adkinson stated that at the first meeting in December, we will have a resolution to adopt.

3. OPEN DISCUSSION ON CITY COUNCIL REGULAR MEETING AGENDA ITEMS

4. CITY MANAGER UPDATE

5. CITIZEN COMMENTS

6. ADJOURNMENT

Meeting Adjourned 5:00 PM.

Approved:

Bob Campbell, Mayor

ATTEST:

Minutes taken by Rafael Ali
City Clerk
Proper notice having been duly given

**DeFuniak Springs City Council
Meeting Minutes
Council Chambers
January 22, 2024**

1. Call to Order

Mayor Bob Campbell called the meeting to order at 5:00 PM.

Present: Mayor Bob Campbell; Mayor Pro-Tempore Todd Bierbaum (Seat 1); Councilmember Josh Sconiers (Seat 2); Councilmember Amy Heavilin (Seat 3); Councilmember Henry D. Ennis (Seat 4); and Councilmember Anthony Vallée (Seat 5).

Absent:

Also, present were Interim City Manager Micheal Barker, City Attorney Clay Adkinson, City Clerk Koby Townsend, Finance Director Morgan Hulion

2. PRESENTATION AND/OR PROCLAMATION

3. CONSENT AGENDA

Mr. Bierbaum requested that agenda items E1A and E1C be moved to the Regular Agenda.

Mrs. Heavilin requested that items D2 and F1 be moved to the Regular Agenda.

A motion was made to approve the Consent Agenda with the requested changes by Councilmember Sconiers and seconded by Councilmember Bierbaum; the motion passed without objection.

4. REGULAR AGENDA

A motion was made to approve the Regular Agenda by Councilmember Bierbaum and seconded by Councilmember Heavilin; the motion passed without objection.

2. October, November, December 2023 Bill Ratification

A motion was made to approve October, November, and December 2023 Bill Ratification by Councilmember Heavilin and seconded by Councilmember Vallee; the motion passed without objection.

a. Ayana Turner – 2024 Friends from DeFuniak Reunion

Mr. Bierbaum expressed his concerns about special event permits closing down roads and the trouble it has caused in the past.

Mr. Sconiers stated that Mrs. Macon has taken steps to ensure better control of this event.

Mr. Hurley informed the committee that there are usually few issues with these special event permits.

Mrs. Macon stated that the event she is hosting is not a party.

Mrs. Macon then explained the event to the council.

A motion was made to approve 2024 Friends from DeFuniak Reunion Special Event Permit by Councilmember Vallee and seconded by Councilmember Ennis; the motion passed without objection.

c. Sandra F. Macon – Sloss Avenue Family Reunion

Mr. Bierbaum asked if we should designate specific parks where events like this can be hosted.

Mr. Hurley discussed some infrastructure issues related to the location.

A motion was made to have the Clerk reach out and to the applicant to come and address some of the City Councils concerns by Councilmember Vallee and seconded by Councilmember Sconiers; the motion passed without objection.

**C. Mayor B. Campbell
1. Special Events Committee**

Mr. Adkinson stated that the Special Events Committee is not meeting.

Mayor Campbell explained the issues associated with the Special Events Committee.

A motion was made to Dissolve the Special Events Committee by Councilmember Sconiers and seconded by Councilmember Heavilin; the motion passed without objection.

2. Stormwater Draining in Lake DeFuniak

Mayor Campbell discussed the issues with the stormwater drainage at Lake Defuniak.

Mr. Bierbaum stated that Jacobs tests our water quality.

Mr. Bierbaum added that if the water quality is good from the test, we will know it is not an issue.

Mr. Vallee stated that he would like to move forward with additional testing.

A motion was made to conduct water testing at Lake DeFuniak by Councilmember Bierbaum and seconded by Councilmember Vallee; the motion passed without objection.

Danny Cosson stated that the soil samples should be collected for testing.

D. Planning Director C. Wallace

1. 2023-SD-01 – Review of the Final Plan for Pinehurst Phase 2

Mr. Wallace presented the Final Plan for Pinehurst Phase 2.

Mr. Wallace is requesting an approval for the final plan.

Mr. Wallace stated that the road will not be getting turned over to the City so they will remain private.

Mr. Bierbaum expressed his concerns about streetlighting in Pinehurst Estates.

Mr. Wallace stated that we can require them to add streetlights to the phase two plans.

Mr. Bierbaum stated his issues with not having sidewalks in Pinehurst Estates.

A motion was made to have the Engineer continue to work on this and develop plans with lights, sidewalks, and curving added by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed without objection.

2. Request the City Council to initiate a Future Land Use Map amendment and a rezoning for the Old City Hall property located at 71 & 35 US Highway 90 West

E. Walton County Economic Development Alliance, Executive Director Uriah Matthews

1. WCEDA Selection

Mr. Mathews stated that he wanted to collect the council's nominees for the WCEDA.

Mr. Mathews stated that his goal is to raise \$100,000.

A motion was made to have Mayor Campbell be part of the EDA Executive Committee by Councilmember Heavilin; the motion failed for lack of a seconded.

Mr. Sconiers asked Mr. Mathews to explain the purpose of the Business Leadership Council. Mr. Mathews answered that the board is responsible for brainstorming ideas for economic development.

A motion was made to nominate Councilmember Bierbaum to the Executive Committee and Councilmember Vallee to the Business Leader Council by Councilmember Sconiers and seconded by Councilmember Vallee; the motion passed with Councilmember Heavilin voting nay.

5. PUBLIC HEARING / ORDINANCES

A. Planning Director C. Wallace

1. 2023-SSA-05, Kevin Crystal, on behalf of PS37 Properties has requested a small-scale map amendment to the Future Land Use Map (FLUM) changing the designation from Walton County Residential to Medium Density Residential

Mr. Wallace presented on 2023-SSA-05.

Steve Thompson, DeFuniak Springs Citizen stated that he opposed the amendment.

Mr. Thompson stated that he wants the council to give this matter some thought.

Mrs. Heavilin asked for Mr. Thompson's phone number.

Mr. Adkinson stated that if you vote "nay," you must have competent, substantial evidence.

A motion was made to approve 2023-SSA-05 by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed with councilmember Heavilin voting nay.

2. 2024-SSA-01, Luke Andrews Investments LLC request to amend the Future Land Use Map changing the designation from Low Density Residential to Commercial for a 0.3+/- acre parcel located on Highway 331 South

Mr. Wallace presented on 2023-SSA-01.

A motion was made to approve 2023-SSA-01 by Councilmember Bierbaum and seconded by Councilmember Vallee; the motion passed without objection.

3. 2024-RZ-01, Luke Andrews Investments LLC request to amend the Zoning Map from R-2, Multi-Family Residential to C-2, Commercial for property located on Highway 331 South

Mr. Wallace presented 2024-RZ-01.

A motion was made to approve 2024-RZ-01 by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed without objection.

4. 2024-SSA-02, Michael McCormick, on behalf of Imprimis LLC, is requesting to amend the Future Land Use Map from Commercial to MDR, Medium Density Residential for a 14.39+/- acre parcel located on the southwest corner of Walton Rd and Highway 83 N

Mr. Wallace presented on 2024-SSA-02.

A motion was made to approve 2024-SSA-02 by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed without objection.

5. 2024-RZ-02, Michael McCormick, on behalf of Imprimis LLC, has requested a rezoning changing the designation from C-2, Commercial to R-2, Multi-family Residential for a 14.39+/- acre parcel located on the southwest corner of Walton Rd and Highway 83 N

Mr. Wallace presented 2024-RZ-02.

A motion was made to approve 2024-RZ-02 by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed without objection.

6. REQUEST TO BE ON THE AGENDA

A. Tim Parson, Liberty Partners of Tallahassee, LLC - Chautauqua Hall of Brotherhood Special Category Grant Update

Mr. Parson gave an update on the session and the Chautauqua Hall of Brotherhood Special Category Grant Update.

B. Jacobs – Bi-Monthly Update

Mr. Dave gave Jacobs – Bi-Monthly Update.

Mr. Dave stated that capacity went down by 55%.

7. CITIZEN COMMENTS

A member of the public asked if a member of the public or a member of the public serves on the Business Leadership Council. Mayor Campbell answered a member of the Council.

Mr. Cosson asked questions about the application screening about the City Manager positions.

Mr. Cosson asked if the newly created position that wasn't budgeted was created for a safety net for the Interim City Manager.

8. CITY ATTORNEY

A. 2nd Reading – Charter Referendum to Amend Section 11.01.A – Appointment and Qualifications of City Manager

A motion was made to hold a 2nd reading for Charter Referendum to Amend Section 11.01.A – Appointment and Qualifications of City Manager by Councilmember Bierbaum and seconded by Councilmember Vallee; the motioned passed with Councilmember Heavilin voting nay.

Kim Wennerberg asked what this election is going to cost citizens.

Mr. Townsend answered \$800 will be the base and with staff and paper ballots included it will be \$1,200.

Mrs. Heavilin asked how much this will cost in legal fees. Mr. Adkinson answered that it will cost his standard rate of \$150 per hour.

Mr. Adkinson answered that it should not take too long.

F. 1. Amendment to Existing Contract with the Walton County Supervisor of Elections

Mr. Adkinson presented the Amendment to Existing Contract with the Walton County Supervisor of Elections.

Mrs. Heavilin stated that she pulled it from the consent agenda because she wanted the public to provide comments on it.

A motion was made to approve the Amendment to Existing Contract with the Walton County Supervisor of Elections by Councilmember Sconiers and seconded by Councilmember Vallee; the motion passed with Councilmember Heavilin voting nay.

Mr. Adkinson asked the council if they would like to cancel the regular council meeting.

A motion was made to cancel the Regular City Council meeting by Councilmember Heavilin; the motion failed for lack of a seconded.

B. Auditor Selection RFP

Mr. Adkinson presented the Auditor Selection RFP.

A motion was made to appoint Minette Bruce to be on the Audit Selection Committee by Councilmember Bierbaum and seconded by Councilmember Vallee; the motion passed without objection.

A motion was made to appoint Dillion Bell to be on the Audit Selection Committee by Councilmember Vallee and seconded by Councilmember Bierbaum; the motion passed without objection.

A motion was made to appoint Councilmember Heavilin to be on the Audit Selection Committee by Councilmember Sconiers and seconded by Councilmember Vallee; the motion passed without objection.

A motion was made to have the City Manager and the City Marshal be on the committee as advisory members by Councilmember Sconiers and seconded by Councilmember Bierbaum; the motion passed without objection.

A motion was made to ratified the procurement document and accept the responses received by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed without objection.

9. LEGSITIVE REQUESTS

A. Councilmember T. Bierbaum – Pickle Ball Lines on Tennis Courts

Mr. Bierbaum presented on the pickleball lines on the tennis courts.

Mr. Vallee explained that he wants to receive data on how many people are using the courts.

Mark Anderson told the committee that pickleball courts and tennis courts don't align properly.

Mr. Anderson explained his concerns about pickleball.

Mrs. Gillian explained her reasoning for wanting pickleball courts.

Mr. Bierbaum stated that he believes there should be recreational facilities within the city limits.

A motion was made to have staff bring back the cost of painting Pickle Ball lines on one Tennis Court and develop a QR code to collect data on what people think about the courts by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed without objection.

10. EXECUTIVE COMMENTS

Mr. Barker provided an update on projects.

11. COUNCIL COMMENTS

12. ADJOURNMENT

Meeting Adjourned 7:40 PM.

Approved:

Bob Campbell, Mayor

ATTEST:

Minutes taken by Rafael Ali
City Clerk
Proper notice having been duly given

**DeFuniak Springs City Council
Meeting Minutes
Council Chambers
November 25, 2024**

1. Call to Order

Mayor Bob Campbell called the meeting to order at 5:00 PM.

Present: Mayor Bob Campbell; Mayor Pro-Tempore Todd Bierbaum (Seat 1).
Councilmember Josh Sconiers (Seat 2); Councilmember Amy Heavilin (Seat 3); Councilmember
Glen Harrison (Seat 4); Councilmember Anthony Vallée (Seat 5).

Absent:

Also, present were City Manager Koby Townsend, City Attorney Clay Adkinson, Finance
Director Steven Rausch, and City Clerk Rafael Ali.

2. CONSENT AGENDA

A. Additions/Deletions to the Consent Agenda

B. Approval of the Consent Agenda

**A motion was made to approve the Consent Agenda by Councilmember Bierbaum and
seconded by Councilmember Sconiers; the motion passed without objection.**

3. REGULAR AGENDA

A. Additions/Deletions to the Regular Agenda

B. Approval of the Regular Agenda

Mrs. Heavilin requested the addition of the CRA Resolution that was discussed during the
previous workshop.

Mr. Townsend stated that it will be labeled as 8B1 and titled 'Community-Developed Agency
Action.

**A motion was made to approve the Regular Agenda with the requested changes by
Councilmember Bierbaum and seconded by Councilmember Heavilin; the motion passed
without objection.**

C. City Manager K. Townsend

1. UniFirst Proposal and Agreement

Mr. Townsend presented on UniFirst Proposal and Agreement.

Mr. Townsend stated that the cost savings will be \$25,000.

A motion was made to approve the UniFirst Proposal and Agreement by Councilmember Heavilin and seconded by Councilmember Bierbaum; the motion passed without objection.

2. Garver Engineering Contract - Runway 9/27 Expansion & Widening Project

Mr. Townsend presented the Garver Engineering Contract.

Mr. Townsend stated that, if approved, Garver will amend the scope of work, provide a cost update, and secure \$2.5 million from the state.

Mr. Townsend stated that, as soon as the environmental assessment is completed, the design will begin.

Mr. Adkinson stated that legal has approved of the contract.

A motion was made to approve the Garver Engineering Contract - Runway 9/27 Expansion & Widening Project by Councilmember Bierbaum and seconded by Councilmember Vallee; the motion passed without objection.

D. Planning Director C. Wallace

1. Acceptance of the infrastructure for the new CEFCO located on Hwy 331 South

Mr. Wallace presented the acceptance of the infrastructure for the new CEFCO located on Hwy 331 South.

Mr. Bierbaum stated that, for a previous development, in order for us to accept it, they had to follow the process outlined in our ordinance for testing during specific periods of construction.

Mr. Bierbaum asked if that process was followed.

Mr. Wallace stated that the engineers signed off on this.

Mr. Wallace stated that, at the end of construction, several samples of the roadway were taken to test the base and thickness of the asphalt, and our engineers reviewed and signed off on it.

Mr. Bierbaum asked if there were other processes, not just at the end.

Mr. Adkinson stated that, for subdivisions, that is the case.

A motion was made to accept the infrastructure for the new CEFCO located on Hwy 331 South by Councilmember Vallee and seconded by Councilmember Sconiers; the motion passed without objection.

4. PUBLIC HEARING

A. Planning Director C. Wallace

Mr. Adkin swore in staff for a public hearing.

1. 2025-SSA-01, Noah Laird's request to amend the FLUM for property located at the southwest intersection of S. 25th Street and Van Buren Ave

A motion was made to approve 2025-SSA-01 by Councilmember Heavilin and seconded by Councilmember Bierbaum; Councilmember Bierbaum withdrew his second; motion failed from lack of a second.

Mr. Vallee asked what the staff recommendation is on this. Mr. Wallace stated that he did not have a recommendation on this but did have reservations.

Mr. Vallee stated that he does not think this addition cleans up the map.

Mr. Wallace stated that, currently, if it is not to be rezoned, he would have enough room for three single-family homes.

Mr. Adkinson asked if this is consistent with the land development code.

Mr. Wallace stated that he is not a big fan of jumping streets and placing incompatible districts next to each other.

Mr. Adkinson asked if it is compliant with the comprehensive plan.

Mr. Wallace stated that the comprehensive plan calls for compatible development, and he would say it is not compatible.

Mr. Adkinson stated to note that staff believes it is not consistent with the comprehensive plan, even though it may be consistent with the land development code.

Mr. Sconiers stated that, in that part of town, you won't find duplexes and two-story homes along that road.

Mr. Sconiers stated that he does not believe it is consistent with what is currently there.

Mr. Harrison stated that the planning board raised concerns about offering special approval for this and then other people coming and asking for the same thing later down the road.

Mr. Harrison stated that it is a clearly defined line.

A motion was made to deny 2025-SSA-01 by Councilmember Sconiers and seconded by Councilmember Valle; the motion passed without objection.

2. 2025-RZ-01, Noah Laird's request to amend the Zoning Map for property located at the southwest intersection of S. 25th Street and Van Buren Ave

A motion was made to deny 2025-RZ-01 by Councilmember Sconiers and seconded by Councilmember Vallee; the motion passed without objection.

B. City Manager K. Townsend

1. Fiscal Year 2023/2024 Supplemental Budget

Mr. Townsend presented the Fiscal Year 2023/2024 Supplemental Budget.

Mr. Townsend stated that there are a number of amendments suggested by Finance that will result in an increase of \$12,041,704, bringing the amended budget for FY 2024 to \$53,590,240.

A motion was made to approve the Fiscal Year 2023/2024 Supplemental Budget by Councilmember Bierbaum and seconded by Councilmember Sconiers; the motion passed without objection.

5. REQUEST TO BE ON THE AGENDA

6. CITIZEN COMMENTS

Mark Hamley with Forward DeFuniak stated that there was a workshop on the CRA.

Mr. Hamley stated that Mr. Josh Ervin, the CRA Director, presented on some grant programs the CRA has to offer.

7. CITY ATTORNEY

Mr. Adkison said happy Thanksgiving to everyone.

8. LEGISLATIVE REQUESTS

A. Councilmember A. Vallee

1. Information and items related to the US90 and SR10 Non-motorized (SUN) Trail Corridor

Mr. Vallee stated that FDOT sent out information about the Sun Trail Project.

Mr. Vallee stated that the flyer contains information about the project and provides details on where people can get more information.

Mr. Vallee stated that he wants to make sure people are aware of it and encouraged them to provide their comments.

Mr. Vallee asked if we can add this information to the city website.

Mr. Townsend answered yes.

2. Action on Vacant and Derelict Buildings

Mr. Vallee presented on Action on Vacant and Derelict Buildings.

Mr. Vallee stated that there are blighted properties that are vacant.

Mr. Vallee asked how we can help move this forward as a council when there's no liens and there is no owner.

Mr. Vallee stated that one of the actions requests is to direct Mr. Adkinson to provide a legal opinion on the probate process and the acquisition of properties, as well as a strategic plan on how we can work with other organizations such as the CRA to address those properties, and create a report that outlines the process and defines the process.

Mr. Adkinson stated that he will gladly do this on a parcel-by-parcel basis, and with regards to working with the CRA, we should wait until we know what happens with the CRA.

Mr. Adkinson stated that he will get with Mr. Townsend and identify specific properties.

Mr. Adkinson stated that some of these will involve a lot of challenges, and some may be very straightforward.

Mr. Vallee asked if Mr. Adkinson has a feel for the probate process if the person is a lien holder.

Mr. Adkinson stated that our issue is not knowing who to notify.

Mr. Adkinson stated that it gets messy when properties change hands over generations.

Mr. Vallee stated that he would like to get a report and legal opinion for expediting the resolution on vacant properties under probate with potential action as the lien holder.

Mr. Vallee asked when he could expect something back so that everyone can have time to discuss.

Mr. Adkinson stated 2 to 3 weeks. But as soon as the council provides him with the properties they want to look he will start reviewing them and have a sampling ready for the next meeting.

Mr. Bierbaum asked if we are going to start with a list of all properties.

Mr. Adkinson stated that reviewing all properties will take more than 2 weeks.

Mr. Townsend stated that they will get with code enforcement and see which properties are in probate.

Mr. Adkinson wanted to make it clear that almost none are in probate, but are listed in the "state of," which is a nomenclature convention used by the property appraiser.

Mr. Adkinson stated that just because it says "in the state of," it has been his experience that it's used as a way to indicate that the person has passed on.

Mr. Adkinson stated that he will bring back the first 10 or 12 properties for the council.

Mr. Vallee asked if we have a list of backlogged properties to which we have already sent letters.

Mr. Adkinson stated that the issue is trying to find the owners, send them a letter, and serve them.

Mr. Vallee stated that we should address those as well.

Mr. Adkinson stated that we can handle this with notice by publication. But it's always a risk when someone looking at foreclosure proceedings after notice by publication.

Mr. Vallee stated that we have two corners downtown that are locked up, and he is not sure if the process has even started.

Mr. Adkinson stated that one has already started as of last week.

Mrs. Heavilin asked which corners we are they talking about.

Mr. Vallee stated that it is the big store and the old Fisher's Hardware, both of which have been vacant.

Mr. Vallee stated that we need to get those cleared up.

Mr. Adkinson stated that if the council has any specific properties they want to call to his attention, they can give him a call or let Koby know, and they will try to prioritize them with Chris Strawn.

Mr. Vallee stated that this is consistent with the original policy, as we are talking about vacant properties with unidentified owners that have substantial fees associated with them.

8B1. Community Developed Agency Action

A motion was made to have the City Attorney bring forward a resolution to makes the City Council the new CRA Board by Councilmember Heavilin and seconded by Councilmember Bierbaum; the motion passed with Councilmember Harrison voting nay.

Mrs. Heavilin stated that she does appreciate everything that the current board has done for the city.

Mr. Sconiers stated that a joint meeting may have helped clarify what we expect from the CRA. Mr. Sconiers thanked the CRA for what they have done and stated that they have done a great job.

Mr. Sconiers stated that he does see a need to go the other route.

Mayor Campbell stated that the hard part is that we can't give them direction.

Mr. Adkinson stated that we can make suggestions, but we can't give them direction.

Mr. Adkinson stated that we reserve the right to approve or deny their plans.

Mandy Henderson, DeFuniak Springs Citizen, stated that the executive director is the only one she knows who has had contact with relatives of properties on Main Street and has had long conversations with them. Mrs. Henderson stated that the Executive Director has been working on addressing these blighted properties.

Mrs. Henderson cautioned the city council about becoming the CRA due to the extra responsibility.

Mrs. Henderson stated that they can make suggestions to the CRA board on what they want them to do.

Robert Raymond, DeFuniak Springs Citizen, stated that he would like to compliment the council on becoming the CRA and readdressing the issue of blight. Mr. Raymond stated that Josh Ervin would be a good idea to keep as the Executive Director.

9. EXECUTIVE COMMENTS

Mr. Townsend stated that Mr. Adkinson provided CCB with a letter outlining what the council wanted. Mr. Townsend stated that CCB will provide an extension, hopefully to have it at the December 9th meeting, and Mr. Adkinson will review that.

Mr. Adkinson stated that the proposal is that we asked CCB to do the testing they need and provide an extension to cover the time needed for testing, results, and closure by the end of the date, or to cancel the contract without entering into any environmental indemnity.

Mr. Townsend stated that we have been in contact with the bank for the Village Springs project and hope to move that forward.

Mr. Townsend stated that we met with the library director and the administrative services director for the county, and we have started coordinating the effort and working with Dewberry in developing the RFP.

10. COUNCIL COMMENTS

Mr. Bierbaum asked about the traffic situation on 331.

Mr. Bierbaum stated that additional measures need to be taken by DOT to slow people down and prevent them from making the turn.

Mr. Bierbaum stated that a change needs to occur, or there will be accidents.

Mayor Campbell asked if we have discussed this with Mr. Hurley.

Mr. Hurley stated that we can look at it, and he is not sure if there have been any serious accidents there lately.

Mr. Hurley stated that we can reach out to DOT and find out what we can do.

Mr. Vallee stated that he sent an email to our ECRC contact.

Mr. Vallee stated that we can request additional signage for clarification.

Mr. Bierbaum stated that striping needs to be improved.

Mr. Bierbaum stated that preventing people from making a left turn while heading west is a no-brainer.

Mr. Bierbaum stated that the red light after 20 has a lane shift that is not clearly marked.

Mr. Sconiers stated that there are issues all the way across 331.

Mr. Hurley stated that he can reach out to the county as well.

Mr. Sconiers stated that he won't be able to attend next month due to an existing appointment.

Mr. Sconiers wished everyone a happy Thanksgiving.

Mr. Harrison wished everyone a happy Thanksgiving and stated that Christmas reflections have started, encouraging everyone to check out the lights.

Mrs. Heavilin wished everyone a happy Thanksgiving.

Mr. Vallee wished everyone a happy Thanksgiving.

Mayor Campbell stated that maintenance has been doing a great job as well and thanked them for their hard work.

11. ADJOURNMENT

Meeting Adjourned 5:52 PM.

Approved:

Bob Campbell, Mayor

ATTEST:

Minutes taken by Rafael Ali

City Clerk

Proper notice having been duly given

DRAFT



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024
Department: Finance Department

Presenter:

Steven Rausch, Finance Director

Request Type: Consent Item

Does this item require legal review? No

Time Required for Request: 5 minutes

Agenda Item Title:

November 2024 Bill Ratification

Attachment(s):

1. Bill Ratification November 2024 Agenda Item

Brief Summary:

November 2024 bills to ratify

Action Requested:

Consent

Issue Overview:**Background Information & Issue Summary:**

None

Financial Impacts:

See attached breakdown by fund.

Staff Recommendations/Comments:

None

FUND:	11/04/2024 Packet 1389	11/05/2024 Packet 01390	11/07/2024 Packet 01394	11/07/2024 Packet 01102	11/14/2024 Packet 01101	11/15/2024 Packet 01399	11/21/2024 Packet 1403	11/21/2024 Packet 1405	11/21/2024 Packet 01105	11/25/2024 Packet 01108	11/27/2024 Packet 01410	TOTALS:
813-Payroll Payables		\$ 263,215.48		\$ 58,314.13	\$ 8,667.26				\$ 60,722.19	\$ 279.82		\$ 391,198.88
GENERAL	\$ 98,705.59					\$ 400.00	\$ 128,408.03	\$ 174,929.88			\$ 45,710.97	\$ 448,154.47
WATER	\$ 10,141.35						\$ 56,354.68				\$ 269.70	\$ 66,765.73
SEWER	\$ 12,025.90						\$ 82,956.63				\$ 13,500.00	\$ 108,482.53
GAS	\$ 6,420.57						\$ 661.36				\$ 351.86	\$ 7,433.79
SANITATION	\$ 24,764.60						\$ 75,444.31				\$ 636,606.44	\$ 736,815.35
AIRPORT	\$ 992.06						\$ 33,784.70				\$ 27,634.20	\$ 62,410.96
CEMETERY	\$ 54.99						\$ 457.82				\$ 76.24	\$ 589.05
CHRISTMAS REFLECTIONS	\$ 1,012.56						\$ 21,472.83				\$ 2,506.93	\$ 24,992.32
CRA	\$ 15,265.24		\$ 2,850.00			\$ 3,850.00	\$ 2,154.28					\$ 24,119.52
WATER IMPACT FEE												\$ -
SEWER IMPACT FEE												\$ -
	\$ 169,382.86	\$ 263,215.48	\$ 2,850.00	\$ 58,314.13	\$ 8,667.26	\$ 4,250.00	\$ 401,694.64	\$ 174,929.88	\$ 60,722.19	\$ 279.82	\$ 726,656.34	\$ 1,870,962.60

Electronic Payments:

FUND:	Department of Revenue	Florida Gas Utility	TOTALS:
813-Payroll Payables			\$ -
GENERAL	\$ 106.61		\$ 106.61
WATER			\$ -
SEWER			\$ -
GAS	\$ 5,154.65	\$ 18,044.56	\$ 23,199.21
SANITATION			\$ -
AIRPORT	\$ 3,143.96		\$ 3,143.96
CEMETERY			\$ -
CHRISTMAS REFLECTIONS			\$ -
CRA			\$ -
WATER IMPACT FEE			\$ -
SEWER IMPACT FEE			\$ -
	\$ 8,405.22	\$ 18,044.56	\$ 26,449.78



DeFuniak Springs, FL

Check Register

Packet: APPKT01389 - 10/31/2024 check print

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 2377804-AP Clearing Bank						
17742	4 WALLS REMODELING, LLC	11/04/2024	Regular	0.00	4,000.00	11790
05709	4IMPRINT INC	11/04/2024	Regular	0.00	283.98	11791
05811	ADVANCED PROTECTIVE TECHNOLO	11/04/2024	Regular	0.00	49.99	11792
17776	ALEXA BALLESTROS	11/04/2024	Regular	0.00	400.00	11793
09249	AMAZON.COM	11/04/2024	Regular	0.00	3,167.24	11794
	Void	11/04/2024	Regular	0.00	0.00	11795
	Void	11/04/2024	Regular	0.00	0.00	11796
	Void	11/04/2024	Regular	0.00	0.00	11797
07617	AMERICAN PETROLEUM	11/04/2024	Regular	0.00	678.49	11798
17772	ANGEL SULLIVAN	11/04/2024	Regular	0.00	300.00	11799
17189	ARGYLE VOLUNTEER FIRE DEPARTM	11/04/2024	Regular	0.00	300.00	11800
03266	ASSOCIATION OF PUBLIC SAFETY CC	11/04/2024	Regular	0.00	281.22	11801
03277	AUTOZONE	11/04/2024	Regular	0.00	2,956.67	11802
	Void	11/04/2024	Regular	0.00	0.00	11803
	Void	11/04/2024	Regular	0.00	0.00	11804
16618	BLUE LINE INNOVATIONS LLC	11/04/2024	Regular	0.00	308.47	11805
09314	BLUE TARP FINANCIAL, INC	11/04/2024	Regular	0.00	288.00	11806
17376	Bound Tree Medical	11/04/2024	Regular	0.00	69.50	11807
17005	C W ROBERTS CONTRACTING, INC	11/04/2024	Regular	0.00	963.60	11808
05816	CALLYO 2009 CORP.	11/04/2024	Regular	0.00	5,736.00	11809
16602	CARDIAC LIFE PRODUCTS INC	11/04/2024	Regular	0.00	4,394.32	11810
16644	CCB TECHNOLOGY INC	11/04/2024	Regular	0.00	782.00	11811
00032	CENTURYLINK	11/04/2024	Regular	0.00	919.00	11812
17714	CHRISTOPHER KLEIN	11/04/2024	Regular	0.00	400.00	11813
00037	CLERK OF CIRCUIT COURT	11/04/2024	Regular	0.00	108.00	11814
00039	CONSOLIDATED FEED & SUPPLY CO	11/04/2024	Regular	0.00	1,690.55	11815
09427	CUSTOM PRODUCTS CORP	11/04/2024	Regular	0.00	836.99	11816
07987	DAVISON FUELS INC	11/04/2024	Regular	0.00	183.00	11817
17164	DeFuniak All- Care	11/04/2024	Regular	0.00	60.00	11818
00040	DEFUNIAK HERALD BREEZE	11/04/2024	Regular	0.00	398.25	11819
04901	DEWBERRY ENGINEERS, INC	11/04/2024	Regular	0.00	22,211.00	11820
17773	EFREM PAUL	11/04/2024	Regular	0.00	300.00	11821
00015	ENFORCEMENT FIREARMS	11/04/2024	Regular	0.00	26.43	11822
17769	ERIN DICKEY	11/04/2024	Regular	0.00	300.00	11823
17771	FELICA JACKSON	11/04/2024	Regular	0.00	300.00	11824
03292	FERGUSON ENTERPRISE	11/04/2024	Regular	0.00	318.40	11825
16270	FINANCIAL IMAGING LLC	11/04/2024	Regular	0.00	3,644.31	11826
17723	Fishbeck	11/04/2024	Regular	0.00	4,637.30	11827
03466	FLORIDA GAS UTILITY	11/04/2024	Regular	0.00	5,828.80	11828
16275	FLORIDA GULF & ATLANTIC RAILROA	11/04/2024	Regular	0.00	11,428.00	11829
	Void	11/04/2024	Regular	0.00	0.00	11830
17774	GLADIS TRUSTY	11/04/2024	Regular	0.00	300.00	11831
02340	GRAINGER INC	11/04/2024	Regular	0.00	41.50	11832
00144	GREENSOUTH SOLUTIONS, LLC	11/04/2024	Regular	0.00	8,500.00	11833
17761	GSF VALLEY PROPERTIES	11/04/2024	Regular	0.00	400.00	11834
00750	HYDRA SERVICE, INC.	11/04/2024	Regular	0.00	2,849.00	11835
17502	JESSICA RUIZ	11/04/2024	Regular	0.00	400.00	11836
17206	JOSH ERVIN	11/04/2024	Regular	0.00	627.94	11837
16271	L3HARRIS TECHNOLOGIES	11/04/2024	Regular	0.00	234.00	11838
00362	LOWE'S	11/04/2024	Regular	0.00	1,536.07	11839
	Void	11/04/2024	Regular	0.00	0.00	11840
17775	MARISOL ORTEGA	11/04/2024	Regular	0.00	400.00	11841
00089	MURPHY HEAVY DUTY	11/04/2024	Regular	0.00	637.29	11842
00236	MURPHY OIL USA INC	11/04/2024	Regular	0.00	17,371.74	11843

Check Register

Packet: APPKT01389-10/31/2024 check print

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03393	NAFECO	11/04/2024	Regular	0.00	1,885.00	11844
00141	NATIONAL TIRE BROKERS CORP	11/04/2024	Regular	0.00	754.78	11845
17291	NU TSAI CAPITAL, LLC	11/04/2024	Regular	0.00	661.08	11846
17419	PAINT BY TURBO, LLC	11/04/2024	Regular	0.00	7,222.51	11847
16585	PETTY CASH- TIFFANY DORRIETY	11/04/2024	Regular	0.00	3,000.00	11848
17757	PHILLIP KENT	11/04/2024	Regular	0.00	400.00	11849
07578	PORT CITY PIPE, INC	11/04/2024	Regular	0.00	336.12	11850
02943	PRO-CHEM INC	11/04/2024	Regular	0.00	1,545.60	11851
16607	RECA RENE YOUELL	11/04/2024	Regular	0.00	760.00	11852
17696	ROBERT MITCHEM	11/04/2024	Regular	0.00	5,000.00	11853
17765	SARAH MONTGOMERY	11/04/2024	Regular	0.00	400.00	11854
16293	SERVICE LIGHTING & ELECTRICAL SL	11/04/2024	Regular	0.00	44.68	11855
17763	SHANNON RANGEL ARREDONDO	11/04/2024	Regular	0.00	400.00	11856
02800	SIRCHIE ACQUISITION COMPANY LL	11/04/2024	Regular	0.00	137.72	11857
09319	SOUTHERN POWERWORKS	11/04/2024	Regular	0.00	1,644.93	11858
00386	SPECTRUM	11/04/2024	Regular	0.00	119.98	11859
17371	Step One Automotive Ford Crestview	11/04/2024	Regular	0.00	448.65	11860
17767	TALISHA YELVERTON	11/04/2024	Regular	0.00	300.00	11861
09392	Tanscor Supply INC	11/04/2024	Regular	0.00	322.10	11862
09278	TEST CALIBRATION CO INC	11/04/2024	Regular	0.00	163.18	11863
17686	TOM GRAY	11/04/2024	Regular	0.00	5,000.00	11864
17759	TOMMY SERIGNE	11/04/2024	Regular	0.00	400.00	11865
09460	TRANSUNION LLC	11/04/2024	Regular	0.00	75.00	11866
00182	TRIANGLE CHEVROLET-BUICK INC	11/04/2024	Regular	0.00	222.03	11867
02042	WAL-MART / CAPITAL ONE	11/04/2024	Regular	0.00	1,027.85	11868
16901	WM CORPORATE SERVICES, INC	11/04/2024	Regular	0.00	24,764.60	11869
17770	YLENY DURAN MORILLO	11/04/2024	Regular	0.00	500.00	11870

Bank Code 2377804 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	152	74	0.00	169,382.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	152	81	0.00	169,382.86

Fund Summary

Fund	Name	Period	Amount
810	ACCOUNTS PAYABLE CLEARING	11/2024	169,382.86
			<u>169,382.86</u>



DeFuniak Springs, FL

Check Register

Packet: APPKT01390 - October 24 payroll deductions

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Payroll CL Bank-Payroll Clearing Bank						
00005	AFLAC - AMERICAN FAMILY LIFE	11/05/2024	Regular	0.00	171.34	1865
07432	CITY OF DFS-HRA ACCOUNT	11/05/2024	Regular	0.00	16,800.00	1866
07605	COLONIAL LIFE	11/05/2024	Regular	0.00	260.78	1867
09967	FL POLICE BENEVOLENT ASSOC	11/05/2024	Regular	0.00	462.00	1868
16279	FLORIDA RETIREMENT SYSTEM	11/05/2024	Regular (EFT)	0.00	160,449.57	1869
	Void	11/05/2024	Regular	0.00	0.00	1870
03310	LEGAL SHIELD	11/05/2024	Regular	0.00	15.96	1871
00070	LIBERTY NATIONAL LIFE INS	11/05/2024	Regular	0.00	1,500.49	1872
09969	PROFESSIONAL FIREFIGHTERS	11/05/2024	Regular	0.00	107.48	1873
17745	Public Risk Management of Florida	11/05/2024	Regular (EFT)	0.00	77,939.00	1874
	Void	11/05/2024	Regular	0.00	0.00	1875
03501	STANDARD INSURANCE - DENTAL	11/05/2024	Regular	0.00	3,921.28	1876
03303	STANDARD INSURANCE COMPANY	11/05/2024	Regular	0.00	830.32	1877
03500	STANDARD INSURANCE -VISION	11/05/2024	Regular	0.00	722.56	1878
00052	WASHINGTON NATIONAL INS CO	11/05/2024	Regular	0.00	34.70	1879

Bank Code Payroll CL Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	13	0.00	263,215.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	85	15	0.00	263,215.48

Fund Summary

Fund	Name	Period	Amount
813	PAYROLL CLEARING 1	11/2024	263,215.48
			<u>263,215.48</u>



DeFuniak Springs, FL

Check Register

Packet: APPKT01394 - 11/07/2024 CRA GRANT CHECK PRINT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 2377804-AP Clearing Bank						
17747	JOY ELIZABETH MOONEY	11/07/2024	Regular	0.00	2,850.00	11871

Bank Code 2377804 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,850.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	2,850.00

Fund Summary

Fund	Name	Period	Amount
810	ACCOUNTS PAYABLE CLEARING	11/2024	2,850.00
			2,850.00



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Payroll CL Bank-Payroll Clearing Bank						
17711	Alabama Department of Revenue	11/07/2024	Regular (EFT)	0.00	111.60	1887
17566	COLLECTION SERVICES CENTER	11/07/2024	Regular (EFT)	0.00	154.61	1888
03313	FLSDU	11/07/2024	Regular (EFT)	0.00	1,140.01	1889
05201	INTERNAL REVENUE SERVICE	11/07/2024	Regular (EFT)	0.00	55,575.78	1890
16193	OFFICE OF THE ATTORNEY GENERAL	11/07/2024	Regular (EFT)	0.00	193.85	1891
16699	STATE DISBURSEMENT UNIT	11/07/2024	Regular (EFT)	0.00	738.28	1892
16289	VOYA FINANCIAL	11/07/2024	Regular (EFT)	0.00	400.00	1893

Bank Code Payroll CL Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	7	0.00	58,314.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	14	7	0.00	58,314.13

Fund Summary

Fund	Name	Period	Amount
813	PAYROLL CLEARING 1	11/2024	58,314.13
			58,314.13



DeFuniak Springs, FL

Check Register

Packet: APPKT01396 - PYPKT01101 - 11/15/2024 Sell Back

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Payroll CL Bank-Payroll Clearing Bank						
05201	INTERNAL REVENUE SERVICE	11/14/2024	Regular (EFT)	0.00	8,667.26	1894

Bank Code Payroll CL Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	1	0.00	8,667.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	1	0.00	8,667.26

Fund Summary

Fund	Name	Period	Amount
813	PAYROLL CLEARING 1	11/2024	8,667.26
			<u>8,667.26</u>



DeFuniak Springs, FL

Check Register

Packet: APPKT01399 - 11/15/2024check print

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 2377804-AP Clearing Bank						
09188	FL DEPT OF HEALTH	11/15/2024	Regular	0.00	400.00	11872
17754	Laura Roeser	11/15/2024	Regular	0.00	3,850.00	11873

Bank Code 2377804 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	4,250.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	4,250.00

Fund Summary

Fund	Name	Period	Amount
810	ACCOUNTS PAYABLE CLEARING	11/2024	4,250.00
			<u>4,250.00</u>



DeFuniak Springs, FL

Check Register

Packet: APPKT01403 - 11/21/2024 check print

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 2377804-AP Clearing Bank						
01133	ACUITY SPECIALTY PRODUCTS	11/21/2024	Regular	0.00	215.39	11874
17784	ALISSA BARTLETT OR KEVIN LAUGH	11/21/2024	Regular	0.00	500.00	11875
09249	AMAZON.COM	11/21/2024	Regular	0.00	105.94	11876
02168	AMERICAN DATA GROUP, INC.	11/21/2024	Regular	0.00	9,643.00	11877
17451	American Test Center	11/21/2024	Regular	0.00	900.00	11878
17777	AQUATECHS OF DEFUNIAK LLC	11/21/2024	Regular	0.00	500.00	11879
03750	ARNETT SEPTIC	11/21/2024	Regular	0.00	9,850.00	11880
16237	AT&T MOBILITY	11/21/2024	Regular	0.00	4,951.68	11881
03277	AUTOZONE	11/21/2024	Regular	0.00	1,815.43	11882
	Void	11/21/2024	Regular	0.00	0.00	11883
17263	Baldwin Avenue, LLC	11/21/2024	Regular	0.00	900.00	11884
16618	BLUE LINE INNOVATIONS LLC	11/21/2024	Regular	0.00	406.46	11885
17376	Bound Tree Medical	11/21/2024	Regular	0.00	1,493.52	11886
17005	C W ROBERTS CONTRACTING, INC	11/21/2024	Regular	0.00	3,606.10	11887
00035	CHOCTAWHATCHEE ELECTRIC COOP	11/21/2024	Regular	0.00	13,866.15	11888
00154	CITY OF DEFUNIAK SPRINGS	11/21/2024	Regular	0.00	22,202.87	11889
16178	COPPINS MONROE, P.A.	11/21/2024	Regular	0.00	3,509.10	11890
07774	CUMULUS GLOBAL	11/21/2024	Regular	0.00	2,103.88	11891
17780	Daniele McDaniel	11/21/2024	Regular	0.00	447.82	11892
00040	DEFUNIAK HERALD BREEZE	11/21/2024	Regular	0.00	436.50	11893
04901	DEWBERRY ENGINEERS, INC	11/21/2024	Regular	0.00	10,028.06	11894
02801	FLORIDA DEPT OF ENVIROMENTAL F	11/21/2024	Regular (EFT)	0.00	14,181.73	11895
00059	FPL NORTHWEST FL	11/21/2024	Regular	0.00	31,949.62	11896
16971	Future Labs Inc	11/21/2024	Regular	0.00	846.61	11897
00047	GANNETT FLORIDA LOCALIQ	11/21/2024	Regular	0.00	425.40	11898
02340	GRAINGER INC	11/21/2024	Regular	0.00	847.16	11899
09550	GREATAMERICA FINANCIAL SERVICE	11/21/2024	Regular	0.00	1,225.90	11900
17032	HD SUPPLY FACILITIES MAINTENAN	11/21/2024	Regular	0.00	497.55	11901
	Void	11/21/2024	Regular	0.00	0.00	11902
17240	JAMES HOWELL	11/21/2024	Regular	0.00	1,000.00	11903
17783	JOHN J. BULLARD	11/21/2024	Regular	0.00	300.00	11904
07868	JOHNNY ON THE SPOT TOILET RENT	11/21/2024	Regular	0.00	75.00	11905
16816	JUBILEE DECOR, LLC	11/21/2024	Regular	0.00	20,604.31	11906
16229	LIBERTY PARTNERS OF TALLAHASSE	11/21/2024	Regular	0.00	10,857.36	11907
00362	LOWE'S	11/21/2024	Regular	0.00	1,143.58	11908
17785	LYNDIE KELLEY	11/21/2024	Regular	0.00	300.00	11909
16179	MAIN STREET DEFUNIAK SPRINGS	11/21/2024	Regular	0.00	8,333.25	11910
07898	MICHAEL YOUNG	11/21/2024	Regular	0.00	187.50	11911
00089	MURPHY HEAVY DUTY	11/21/2024	Regular	0.00	574.63	11912
	Void	11/21/2024	Regular	0.00	0.00	11913
17007	N-ABLE TECHNOLOGIES	11/21/2024	Regular	0.00	5.50	11914
00141	NATIONAL TIRE BROKERS CORP	11/21/2024	Regular	0.00	2,310.85	11915
	Void	11/21/2024	Regular	0.00	0.00	11916
03761	OMI/JACOBS ENGINEERING GROUP,	11/21/2024	Regular	0.00	73,326.70	11917
07883	PATTI'S PARTNERSHIP LLC	11/21/2024	Regular	0.00	15,160.37	11918
16585	PETTY CASH- TIFFANY DORRIETY	11/21/2024	Regular	0.00	94.08	11919
07636	POSITIVE PROMOTIONS, INC	11/21/2024	Regular	0.00	103.08	11920
16623	Ring Central Inc.	11/21/2024	Regular	0.00	1,423.12	11921
05531	RONALD M MONK JR	11/21/2024	Regular	0.00	540.00	11922
16191	SHRED IT	11/21/2024	Regular	0.00	169.86	11923
17689	SMARSH INC	11/21/2024	Regular	0.00	224.18	11924
09319	SOUTHERN POWERWORKS	11/21/2024	Regular	0.00	672.20	11925
00386	SPECTRUM	11/21/2024	Regular	0.00	989.88	11926
17574	SPRING LAKE ESTATES HOMEOWNE	11/21/2024	Regular	0.00	300.00	11927

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03017	TEN-8 FIRE EQUIPMENT INC	11/21/2024	Regular	0.00	3,598.56	11928
17779	THE CRANE CENTER LLC	11/21/2024	Regular	0.00	300.00	11929
09401	TITAN AVIATION FUELS	11/21/2024	Regular	0.00	18,452.10	11930
09460	TRANSUNION LLC	11/21/2024	Regular	0.00	75.00	11931
02523	TRI-COUNTY COMMUNITY COUNCIL	11/21/2024	Regular	0.00	7,500.00	11932
16194	TRUSTMARK NATIONAL BANK	11/21/2024	Regular	0.00	6,003.33	11933
	Void	11/21/2024	Regular	0.00	0.00	11934
03020	VAULT HEALTH	11/21/2024	Regular	0.00	282.50	11935
07695	VERIZON WIRELESS	11/21/2024	Regular	0.00	324.67	11936
07512	VERMEER SOUTHEAST SALES	11/21/2024	Regular	0.00	187.94	11937
03018	WALTON CONSTR SERVICE INC	11/21/2024	Regular	0.00	2,000.00	11938
07610	WALTON COUNTY EDA	11/21/2024	Regular	0.00	11,374.91	11939
16901	WM CORPORATE SERVICES, INC	11/21/2024	Regular	0.00	75,444.31	11940

Bank Code 2377804 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	132	62	0.00	401,694.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	132	67	0.00	401,694.64

Fund Summary

Fund	Name	Period	Amount
810	ACCOUNTS PAYABLE CLEARING	11/2024	401,694.64
			<u>401,694.64</u>



DeFuniak Springs, FL

Check Register

Packet: APPKT01405 - 11/21/2024 check print

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 2377804-AP Clearing Bank						
16986	REGIONS BANK	11/21/2024	Regular	0.00	174,287.08	11941
01111	WALTON COUNTY TAX COLLECTOR	11/21/2024	Regular	0.00	642.80	11942

Bank Code 2377804 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	174,929.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	174,929.88

Fund Summary

Fund	Name	Period	Amount
810	ACCOUNTS PAYABLE CLEARING	11/2024	174,929.88
			<u>174,929.88</u>



DeFuniak Springs, FL

Check Register

Packet: APPKT01400 - PYPKT01105 - Payroll 11/22/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Payroll CL Bank-Payroll Clearing Bank						
17711	Alabama Department of Revenue	11/21/2024	Regular (EFT)	0.00	112.38	1897
17566	COLLECTION SERVICES CENTER	11/21/2024	Regular (EFT)	0.00	154.61	1898
03313	FLSDU	11/21/2024	Regular (EFT)	0.00	1,140.01	1899
05201	INTERNAL REVENUE SERVICE	11/21/2024	Regular (EFT)	0.00	57,983.06	1900
16193	OFFICE OF THE ATTORNEY GENERAL	11/21/2024	Regular (EFT)	0.00	193.85	1901
16699	STATE DISBURSEMENT UNIT	11/21/2024	Regular (EFT)	0.00	738.28	1902
16289	VOYA FINANCIAL	11/21/2024	Regular (EFT)	0.00	400.00	1903

Bank Code Payroll CL Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	7	0.00	60,722.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	14	7	0.00	60,722.19

Fund Summary

Fund	Name	Period	Amount
813	PAYROLL CLEARING 1	11/2024	60,722.19
			<u>60,722.19</u>



DeFuniak Springs, FL

Check Register

Packet: APPKT01406 - PYPKT01108 - 11/25/2025 payroll
correction

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Payroll CL Bank-Payroll Clearing Bank						
05201	INTERNAL REVENUE SERVICE	11/25/2024	Regular (EFT)	0.00	279.82	1904

Bank Code Payroll CL Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	1	0.00	279.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	1	0.00	279.82

Fund Summary

Fund	Name	Period	Amount
813	PAYROLL CLEARING 1	11/2024	279.82
			279.82



DeFuniak Springs, FL

Check Register

Packet: APPKT01410 - 11/27/2024 CHECK PRINT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 2377804-AP Clearing Bank						
17743	AIR DESIGN SYSTEMS, INC	11/27/2024	Regular	0.00	2,909.00	11943
09249	AMAZON.COM	11/27/2024	Regular	0.00	1,771.09	11944
03277	AUTOZONE	11/27/2024	Regular	0.00	509.17	11945
03453	B & B CUT & SEW	11/27/2024	Regular	0.00	56.00	11946
17005	C W ROBERTS CONTRACTING, INC	11/27/2024	Regular	0.00	943.76	11947
17790	CALLIE WIGGINS	11/27/2024	Regular	0.00	300.00	11948
16644	CCB TECHNOLOGY INC	11/27/2024	Regular	0.00	782.00	11949
00032	CENTURYLINK	11/27/2024	Regular	0.00	919.00	11950
02324	CINTAs #293	11/27/2024	Regular	0.00	3,896.48	11951
16585	City of DeFuniak Springs PETTY CASH	11/27/2024	Regular	0.00	1,200.00	11952
17288	CONSOLIDATED ACE HARDWARE	11/27/2024	Regular	0.00	1,158.29	11953
00039	CONSOLIDATED FEED & SUPPLY CO	11/27/2024	Regular	0.00	1,697.63	11954
07987	DAVISON FUELS INC	11/27/2024	Regular	0.00	183.00	11955
04901	DEWBERRY ENGINEERS, INC	11/27/2024	Regular	0.00	810.00	11956
00222	DEX IMAGING	11/27/2024	Regular	0.00	1,522.69	11957
16987	DMS DIVISION OF TELECOMMUNICATIONS	11/27/2024	Regular	0.00	971.47	11958
16270	FINANCIAL IMAGING LLC	11/27/2024	Regular	0.00	3,636.92	11959
00354	FL MOBILE SPEEDOMETER TESTING	11/27/2024	Regular	0.00	1,920.00	11960
00973	FLORIDA LEAGUE OF MAYORS	11/27/2024	Regular	0.00	350.00	11961
00144	GREENSOUTH SOLUTIONS, LLC	11/27/2024	Regular	0.00	13,500.00	11962
16617	ICC COMMUNITY DEVELOPMENT SC	11/27/2024	Regular	0.00	3,100.00	11963
16271	L3HARRIS TECHNOLOGIES	11/27/2024	Regular	0.00	234.00	11964
00366	LOCKARD & WILLIAMS INSURANCE	11/27/2024	Regular	0.00	430.00	11965
00362	LOWE'S	11/27/2024	Regular	0.00	606.92	11966
07898	MICHAEL YOUNG	11/27/2024	Regular	0.00	1,515.00	11967
07930	MITCHELL 1	11/27/2024	Regular	0.00	2,640.00	11968
00089	MURPHY HEAVY DUTY	11/27/2024	Regular	0.00	1,339.44	11969
00236	MURPHY OIL USA INC	11/27/2024	Regular	0.00	10,704.54	11970
02943	PRO-CHEM INC	11/27/2024	Regular	0.00	805.40	11971
05833	RK ALLEN OIL COMPANY, INC	11/27/2024	Regular	0.00	991.00	11972
00386	SPECTRUM	11/27/2024	Regular	0.00	119.98	11973
16588	TCA ELECTRICAL CONTRACTORS LLC	11/27/2024	Regular	0.00	2,290.00	11974
09401	TITAN AVIATION FUELS	11/27/2024	Regular	0.00	24,997.80	11975
00182	TRIANGLE CHEVROLET-BUICK INC	11/27/2024	Regular	0.00	470.40	11976
00462	U-LINE	11/27/2024	Regular	0.00	768.92	11977
01125	WALTON CO COMMISSIONERS	11/27/2024	Regular	0.00	611,841.84	11978
16901	WM CORPORATE SERVICES, INC	11/27/2024	Regular	0.00	24,764.60	11979

Bank Code 2377804 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	59	37	0.00	726,656.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	59	37	0.00	726,656.34

Fund Summary

Fund	Name	Period	Amount
810	ACCOUNTS PAYABLE CLEARING	11/2024	726,656.34
			<u>726,656.34</u>



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024
Department: Planning Department

Presenter:

Christopher Strawn, Code Enforcement

Request Type: Consent Item

Does this item require legal review? No

Time Required for Request: 3 minutes

Agenda Item Title:

Adams & Scott Wedding Special Event

Attachment(s):

1. Adams Wedding Special Event Application

Brief Summary:

Lauren Scott and Matthew Adams are hosting their wedding at Chipley Park.

Action Requested:

Council's approval to conduct the outdoor wedding.

Issue Overview:**Background Information & Issue Summary:**

If approved, the wedding is scheduled for Saturday, 1/25/2025, at Chipley Park, Lake DeFuniak, south of the intersection of Circle Drive and East Main Avenue.

Timeframe of Events:

- Saturday, 1/25/2025
 - Setup – 10 am to 12 pm
 - Benches to seat approximately 60 guests.
 - Wedding – 3 pm to 5 pm
 - Breakdown and cleanup – 5 pm to 7 pm

Requests:

- Live/recorded music for the wedding march.

The method of notifying participants will be by invitation only.

The estimated number of vehicles is 20–30 with an estimated number of individual participants of 60.

Financial Impacts:

None

Staff Recommendations/Comments:

requested.

City of DeFuniak Springs
Post Office Box 685

1350 Baldwin Ave
DeFuniak Springs, FL 32435



Phone: 850-892-8571
Fax: 850-892-8570
TDD: 850-892-8504

DeFuniak Springs, FL 32435

SPECIAL EVENT PERMIT APPLICATION

Section 1, Applicant:

1. Applicant's Name: Lauren Scott & Matthew Adams
2. Mailing Address: 238 Clay Street, Defuniak Springs FL
3. Telephone Number: 850-401-2581
4. Email Address: Lauren.Scott1018@gmail.com
5. Name of Organization: my wedding
- a. Is this organization qualified under IRS Code Section 501(c)(3) and registered under Ch. 496, Florida Statutes? Yes ☐ No ☐ (If yes, please provide additional information on page 2.)
6. Mailing Address:
7. Chairman Responsible of Special Event:
8. Mailing Address:
9. Telephone Number:

Section 2, Event Information:

1. Name of Event: wedding
2. Purpose of Event: Ceremony of wedding
3. Date(s) of Event: 01/25/2025
4. Time of Event (hours it will begin and end): 3pm - 5pm
5. Location(s) of Event: (Please note: Submission and/or approval of this application **does not** reserve your space; please contact city hall to reserve any city building or property.)
6. Describe any fees associated with the event (fees charged vendors, attendees, items to be sold at the event, etc.): nothing will be sold and no vendors
7. The method of notifying participants of the terms and conditions of the special event: Phone/email
8. Number of: Participants/Attendees: 60 Vehicles: 20-30

- $\frac{N}{A}$

SS
applicant with

- Q. 10. N/A



- | | |
|---|---|
| N | A |
| 1 | 1 |



Important Notes for Applicant:

1. **Any business, group, organization, or individual** who is approved for a special event permit:
 - a. Will not be required by the City, to carry additional General Liability Insurance for such event; however, this does not relieve any business, group, organization, or individual of any liability for damages to persons or property, and at their option and expense, may obtain General Liability Insurance coverage.
 - b. Shall comply with all City Code requirements and any special conditions established by the City Council. Code requirements may be viewed in online at www.defuniaksprings.net.
2. **If the organization is IRS qualified 501(c)(3) and registered with the State pursuant to Chapter 496, Florida Statutes, the following additional information is required to be submitted:**
 - a. A plan for the safety of all persons participating in the solicitation, as well as the motoring public, at the location(s) where the solicitation will take place;
 - b. Specific details of the locations(s) of the proposed solicitation and the hours during which the solicitation activities will occur;
 - c. Proof of commercial general liability insurance against claims for bodily injury and property damage occurring on streets, roads, or rights of way arising from the solicitor's activities or use of the streets, roads, or rights of way by the solicitor or solicitor's agents, contractors, or employees. The insurance shall have a limit of not less than \$1 million per occurrence for the general aggregate. The certificate of insurance shall name the City of DeFuniak Springs as an additional insured and shall be filed not later than 72 hours (three days) before the date of the solicitation.
 - d. Proof of registration with the Florida Department of Agriculture and Consumer Services pursuant to Section 496.405, Florida Statutes, or proof that the soliciting organization is exempt from the registration requirement.
 - e. The following requirements apply to solicitation in public streets, roads, and rights of way:
 - 1) All solicitation shall occur during daylight hours only;
 - 2) Solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or public;
 - 3) No person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use sound or a voice amplifying apparatus or device;
 - 4) All persons participating in the solicitation shall be at least 18 years of age and shall at all times during the solicitation activity possess picture identification;
 - 5) Signage providing notice of the solicitation shall be posted at least 500 feet before the site of the solicitation.
3. By signing this form, I certify that the information provided is complete and accurate, to the best of my knowledge.


Applicant's Signature

12/01/2024
Date

If the event is approved, you may contact the following individuals for additional assistance, where needed:

Signs, Zoning, Code Enforcement: (850) 892-8571 Ext 1118	Banner on Highway 90 (850) 892-5069, Ext. 1105	City Clerk: (850) 892-8500 Ext 1103
Barricades: (850) 892-8534 (Street Dept)	Public Works: (850) 892-8534	City of DeFuniak Springs Fire Department: (850) 892-8515
City of DeFuniak Springs Police Department: (850) 892-8513	Walton County Mosquito Control: (850) 892-8183	

For City Staff


Code Enforcement - Compliance Review


Date


City Manager


Date

If City Council approval required:

City council agenda date:



☐ Approved

☐ Denied

List conditions of approval (if any):



Map to illustrate vendor locations

Map to illustrate the areas to be closed

Map to help illustrate the parade route

- Starting time:
- Minimum speed:
- Maximum speed:
- Maximum interval of space to be maintained between units, if the special event is a parade:
- The portions of the streets to be traversed that may be occupied by the special event:
- The maximum length of the special event in miles or fractions thereof:



Imagery ©2024 Maxar Technologies, Map data ©2024 50 ft



The corner of
Circle Dr. &
E. main.

The paved area.

Lake DeFuniak

4.7 ★★★★★ (69)
Lake

Overview

Reviews



Directions



Save



Nearby



Send to
phone



Share

Will set benches
up and a harbor.
& take down
that deck.



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Planning Department

Presenter:

Christopher Strawn, Code Enforcement

Request Type: Consent Item

Does this item require legal review? No

Time Required for Request: 3 minutes

Agenda Item Title:

12th Annual Black History Parade Special Event

Attachment(s):

1. 12th Annual Black History Parade Special Event Application

Brief Summary:

The 12th Annual Black History Parade lineup registration will be on Baldwin Avenue (Baldwin Avenue & South 20th Street), start at Baldwin Avenue (Baldwin Avenue & South 10th Street), and end at the Tivoli Complex.

Action Requested:

Council's approval to conduct the event with a parade, street closures by the City of DeFuniak Springs, and roadblocks by local enforcement.

Issue Overview:**Background Information & Issue Summary:**

If approved, the event is scheduled for Saturday, 2/15/2025, hosted by Walton County Democratic Black Caucus. The event is to celebrate black history.

Timeframe for Event:

- Line-up – 8:30 am, at Baldwin Avenue (Baldwin Avenue & South 20th Street)
- Parade Start Time – 10 am
- End Time – 12 pm, at Tivoli Complex

Requests:

- Street closure from 8:30 am to 12 pm on Baldwin Avenue from South 11th Street to Dorsey Avenue.
- Roadblocks as needed by local law enforcement for the intersections that need to be blocked for safety reasons.

They estimate 150–200 participants and 35–40 vehicles.

The Walton County Democratic Black Caucus method of notifying participants will be through email and telephone.

Financial Impacts:

None

Staff Recommendations/Comments:

Approval as requested.

Please note: application could not be typed on
so some of this is handwritten - Sre
City of DeFuniak Springs
Post Office Box 685
Bowden
11/26/24

1350 Baldwin Ave
DeFuniak Springs, FL 32435



Phone: 850-892-8571
Fax: 850-892-8570
TDD: 850-892-8504

DeFuniak Springs, FL 32435

Section 1, Applicant:

See below

Is this organization qualified under IRS Code Section 501(c)(3) and registered under Ch. 496, Florida
☐ No ☐ If yes, please provide additional information on page 2.)

Chairman Responsible of Special Event: See below

Time of Event (hours it will begin and end): See below

(Please

SPECIAL EVENT PERMIT APPLICATION

1. Applicant's Name: Susan Bowden/Anna Cogdell
2. Mailing Address: Susan=5126 Beachwalk Circle, Miramar Beach FL 32550/Anna=267 Timber Wind Dr., DeFuniak Springs FL 32433
3. Telephone Number: Susan=850-424-4080 (land line); 517-862-1723 (cell)/Anna=352-261-4503

4. Email Address: Susan=susanbowden4321@yahoo.com/Anna=annamcogdell@yahoo.com

5. Name of Organization: Democratic Black Caucus

a.

Statutes? Yes X

6.

MailingAddress: PO

Box 354, DeFuniak

Springs FL 32435

7. Chairman Responsible of Special Event: Raymond Jackson

8. Mailing Address: PO Box 354, DeFuniak Springs FL 32435

9. Telephone Number: 8505859601

Section 2, Event Information:

1. Name of Event: 12th Annual Black History Parade

2. Purpose of Event: Recognition and Celebration of Black History throughout American History

3. Date(s) of Event: Saturday, February 15, 2024

4. Time of Event (hours it will begin and end); 10 am-noon

5. Location(s) of Event: Baldwin Avenue from 11th Street to Dorsey Avenue

*note: Submission and/or approval of this application **does not** reserve your space; please contact city hall to reserve any city building or property.)*

6. Describe any fees associated with the event (fees charged vendors, attendees, items to be sold at the event, etc.): No fees for parade

The method of notifying participants of the terms and conditions of the special event:

Parade application, Newspaper, Radio, Flyers in Businesses, word of mouth

7. Number of: Participants/Attendees: 150-200 Vehicles: 35-40

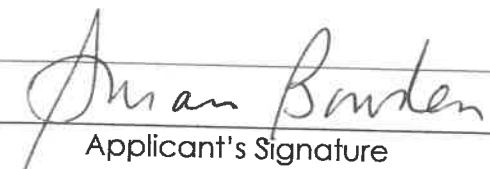
8.

9. Number of Event Monitors: 8-12

- a. How will they be identified? ☐ Yellow safety vests (t-shirts, badges, etc.)
10. Will there be vendors at ☐ event? Yes ☐ No ☒
- a. If yes, how many vendors: ☐ illustrate ☐ vendor
- b. Attach a map to locations.
11. Will any music be provided, either live or recorded? Yes ☒ No ☐ (If yes, city council must approve.)
12. Will amplification devices be used at event? Yes ☐ No ☒ (If yes, city council must approve.)
- a. If yes, provide: How many: ☐
- b. Type/Quality: ☐
- c. Attach a map to illustration the loudspeakers and amplifying devices to be used.
13. Is electricity required for event? Yes ☒ No ☐ Is water service required for event? Yes ☐ No ☒
14. Is a street closure required for the event? Yes ☒ No ☐ (If yes, city council must approve.)
- a. List names of streets to be closed: Rolling closure of Baldwin from 11th St. to Darsey
- b. Attach a map to illustrate the areas to be closed.
15. Is there a parade associated with event? Yes ☒ No ☐ (If yes, city council must approve.)
- a. Describe route: Baldwin Ave from 11th St. to Darsey Avenue
- b. Attach a map to help illustrate the parade route and include any specific areas for staging and/or loading.
16. Does the parade cross the railroad? Yes ☒ No ☐ (Applicant is responsible for contacting RR.)
17. Provide information on how provisions shall be made for the following in the spaces provided with each statement and initial as requested:
- a. The applicant will make provision for adequate police presence, if any, and that the applicant will conform to necessary fire prevention rules, regulations, and guidelines.
- Will work with these departments through office of the Mayor
- Initials B
- b. The applicant will make provision for garbage and litter cleanup associated with the special event during and after the special event in the specified area, to include a signed statement by public waste department that satisfactory arrangements have been made. For events ending by 6:00 p.m., all cleaning activities shall be completed within six (6) hours after the end of the event; and for events ending after 6:00 p.m., all cleanup activities shall be completed by 8:00 a.m. the following morning.
- The organization involved will ensure cleanup following the
- Initials B
- c. The applicant will cause all booths, stands, signs and any other movable fixtures pertaining to the event to be removed immediately after the special event.
- The organization involved will ensure removal following the
- Initials B

Important Notes for Applicant:

1. **Any business, group, organization, or individual** who is approved for a special event permit:
 - a. Will not be required by the City, to carry additional General Liability Insurance for such event; however, this does not relieve any business, group, organization, or individual of any liability for damages to persons or property, and at their option and expense, may obtain General Liability Insurance coverage.
 - b. Shall comply with all City Code requirements and any special conditions established by the City Council. Code requirements may be viewed in online at www.defuniaksprings.net.
2. **If the organization is IRS qualified 501(c)(3) and registered with the State pursuant to Chapter 496, Florida Statutes, the following additional information is required to be submitted:**
 - a. A plan for the safety of all persons participating in the solicitation, as well as the motoring public, at the location(s) where the solicitation will take place;
 - b. Specific details of the locations(s) of the proposed solicitation and the hours during which the solicitation activities will occur;
 - c. Proof of commercial general liability insurance against claims for bodily injury and property damage occurring on streets, roads, or rights of way arising from the solicitor's activities or use of the streets, roads, or rights of way by the solicitor or solicitor's agents, contractors, or employees. The insurance shall have a limit of not less than \$1 million per occurrence for the general aggregate. The certificate of insurance shall name the City of DeFuniak Springs as an additional insured and shall be filed not later than 72 hours (three days) before the date of the solicitation.
 - d. Proof of registration with the Florida Department of Agriculture and Consumer Services pursuant to Section 496.405, Florida Statutes, or proof that the soliciting organization is exempt from the registration requirement.
 - e. The following requirements apply to solicitation in public streets, roads, and rights of way:
 - 1) All solicitation shall occur during daylight hours only;
 - 2) Solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or public;
 - 3) No person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use sound or a voice amplifying apparatus or device;
 - 4) All persons participating in the solicitation shall be at least 18 years of age and shall at all times during the solicitation activity possess picture identification;
 - 5) Signage providing notice of the solicitation shall be posted at least 500 feet before the site of the solicitation.
3. By signing this form, I certify that the information provided is complete and accurate, to the best of my knowledge.


Applicant's Signature


Date

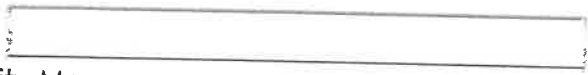
If the event is approved, you may contact the following individuals for additional assistance, where needed:

Signs, Zoning, Code Enforcement: (850) 892-8571 Ext 1118	Banner on Highway 90 (850) 892-5069, Ext. 1105	City Clerk: (850) 892-8500 Ext 1103
Barricades: (850) 892-8534 (Street Dept)	Public Works: (850) 892-8534	City of DeFuniak Springs Department: (850) 892-8515 Fire
City of DeFuniak Springs Police Department: (850) 892-8513	Walton County Mosquito Control: (850) 892-8183	

For City Staff


Code Enforcement - Compliance Review


Date


City Manager


Date

If City Council approval required:

City council agenda date:



☐ Approved

☐ Denied

List conditions of approval (if any):





Map to help illustrate the parade route

- Starting time: 11am sharp
- Minimum speed: 0.5 mile per hour
- Maximum speed: 10 mph
- Maximum interval of space to be maintained between units, if the special event is a parade:
1 car length
- The portions of the streets to be traversed that may be occupied by the special event:
Baldwin Avenue from 11th Street to Dorsey Avenue
- The maximum length of the special event in miles or fractions thereof:
Maximum = 0.5 mile



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024
Department: Planning Department

Presenter:

Christopher Strawn, Code Enforcement

Request Type: Consent Item

Does this item require legal review? None

Time Required for Request: 3 minutes

Agenda Item Title:

Strength in Strides 5K Run Special Event

Attachment(s):

1. Strength in Strides 5K Run Special Event Application

Brief Summary:

Strength in Strides 5K Run will be held on Saturday, 2/15/2025, from 7 a.m. to 12 p.m. The organization is renting the Chipley Park Amphitheater and requesting street closures on Circle Drive.

Action Requested:

Approval to conduct the event with the use of street closures on Circle Drive.

Issue Overview:**Background Information & Issue Summary:**

The event was originally approved by the City Council on 7/8/2024 for Saturday, 11/2/2024, but it had to be canceled. They are requesting a change to the date.

If approved, the event is scheduled for Saturday, 2/15/2025, at Chipley Park to assist in raising money for the Gulf Coast Sexual Assault Program.

Timeframe:

- Setup / Registration – 7 am
- Race - 8 am – 10:30 am
- Awards and Cleanup - 10:30 am – 12 pm

Requests:

- Street closure on Circle Drive.

The organization is taking the following safety precautions for the event:

- Volunteers will be wearing bright safety vests.
- Volunteers will be at the intersections connecting Crescent Street, Park Avenue, Plateau Avenue, and East Live Oak Avenue.
- All volunteers will have cell phones and/or radios for communication.
- Emergency personnel will be on site that are licensed EMTs and/or Fire Fighters.
- A follow-up vehicle will follow behind the runners to pick up any participants who need assistance.

The estimated number of vehicles is approximately 80 with an estimated number of participants is approximately 200.

Financial Impacts:

None

Staff Recommendations/Comments:

Approval as requested

City of DeFuniak Springs
Post Office Box 685

71 US Hwy 90 West
DeFuniak Springs, FL 32433



Phone: 850-892-8500
Fax: 850-892-8506
TDD: 850-892-8504

DeFuniak Springs, FL 32435

SPECIAL EVENT PERMIT APPLICATION

Section 1, Applicant:

1. Applicant's Name: Gulf Coast Sexual Assault Program
2. Mailing Address:
3. Telephone Number: 850-740-8022
4. Email Address: bryana.mccall@gulfcoastsap.org
5. Name of Organization:
- a. Is this organization qualified under IRS Code Section 501(c)(3) and registered under Ch. 496, Florida Statutes? Yes ☒ No ☐ (If yes, please provide additional information on page 2.)
6. Mailing Address: 6 11th Ave., Unit H5, Shalimar, FL 32579
7. Chairman Responsible of Special Event: Lori Allen
8. Mailing Address: 6 11th Ave., Unit H5, Shalimar, FL 32579
9. Telephone Number:

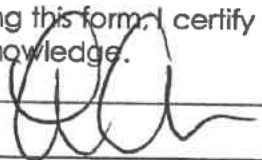
Section 2, Event Information:

1. Name of Event: Stregnth In Strides 5K
2. Purpose of Event: Fundraiser for Gulf Coast Sexual Assault Program
3. Date(s) of Event: February 15, 2025
4. Time of Event (hours it will begin and end): 8am-12pm
5. Location(s) of Event: Attached map (Please note: Submission and/or approval of this application **does not** reserve your space; please contact city hall to reserve any city building or property.)
6. Describe any fees associated with the event (fees charged vendors, attendees, items to be sold at the event, etc.): Race registration fee, sponsorships for vendors
7. The method of notifying participants of the terms and conditions of the special event:
Social media, email, word of mouth
8. Number of: Participants/Attendees: Up to 200 Vehicles: 80

- Page 78 of 268

Important Notes for Applicant:

1. **Any business, group, organization, or individual** who is approved for a special event permit:
 - a. Will not be required by the City, to carry additional General Liability Insurance for such event; however, this does not relieve any business, group, organization, or individual of any liability for damages to persons or property, and at their option and expense, may obtain General Liability Insurance coverage.
 - b. Shall comply with all City Code requirements and any special conditions established by the City Council. Code requirements may be viewed in online at www.defuniaksprings.net.
2. **If the organization is IRS qualified 501(c)(3) and registered with the State pursuant to Chapter 496, Florida Statutes, the following additional information is required to be submitted:**
 - a. A plan for the safety of all persons participating in the solicitation, as well as the motoring public, at the location(s) where the solicitation will take place;
 - b. Specific details of the locations(s) of the proposed solicitation and the hours during which the solicitation activities will occur;
 - c. Proof of commercial general liability insurance against claims for bodily injury and property damage occurring on streets, roads, or rights of way arising from the solicitor's activities or use of the streets, roads, or rights of way by the solicitor or solicitor's agents, contractors, or employees. The insurance shall have a limit of not less than \$1 million per occurrence for the general aggregate. The certificate of insurance shall name the City of DeFuniak Springs as an additional insured and shall be filed not later than 72 hours (three days) before the date of the solicitation.
 - d. Proof of registration with the Florida Department of Agriculture and Consumer Services pursuant to Section 496.405, Florida Statutes, or proof that the soliciting organization is exempt from the registration requirement.
 - e. The following requirements apply to solicitation in public streets, roads and rights of way:
 - 1) All solicitation shall occur during daylight hours only;
 - 2) Solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or public;
 - 3) No person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use sound or a voice amplifying apparatus or device;
 - 4) All persons participating in the solicitation shall be at least 18 years of age and shall at all times during the solicitation activity possess picture identification;
 - 5) Signage providing notice of the solicitation shall be posted at least 500 feet before the site of the solicitation.
3. By signing this form, I certify that the information provided is complete and accurate, to the best of my knowledge.



Applicant's Signature

6/18/24

Date

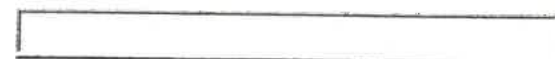
If the event is approved, you may contact the following individuals for additional assistance, where needed:

Signs, Zoning, Misc: (850) 892-8571, Ext. 239116	Banner on 331 South (City's Property): (850) 892-8500, Ext. 224	Banner on Highway 90 (CHELCO's Property): (850) 892-5069, Ext. 105
Baricades: (850) 892-8534	Public Works: (850) 892-8534	City of DeFuniak Springs Fire Department: (850) 892-8515
City of DeFuniak Springs Police Department: (850) 892-8513	Walton County Mosquito Control: (850) 892-8183	City Clerk: (850) 892-8500, Ext. 2103

For City Staff


Code Enforcement - Compliance Review


Date


City Manager


Date

If City Council approval required:

City council agenda date: 

☐ Approved

☐ Denied

List conditions of approval (if any):



Map to illustrate vendor locations

Map to illustrate the areas to be closed



Map to help illustrate the parade route

- Starting time:
- Minimum speed:
- Maximum speed:
- Maximum interval of space to be maintained between units, if the special event is a parade:
- The portions of the streets to be traversed that may be occupied by the special event:
- The maximum length of the special event in miles or fractions thereof:



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8015312931C-2	05/31/2020	05/31/2025	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

GULF COAST CHILDRENS ADVOCACY
CENTER INC
210 E 11TH ST
PANAMA CITY FL 32401-2939

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Panama City 306 E 19th St Panama City FL 32405	CONTACT NAME: Ginger Ray PHONE (A/C, No, Ext): 850-424-1890 E-MAIL ADDRESS: ginger.ray@acentria.com FAX (A/C, No): 850-424-1892
INSURED Gulf Coast Children's Advocacy Center, Inc. 310 E 11th Panama City FL 32401	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Everest National Insurance Company INSURER C: Associated Industries Insurance Company, Inc. INSURER D: INSURER E: INSURER F:
License#: L100460 GULFCOA-47	NAIC # 18058 10120 23140

COVERAGES**CERTIFICATE NUMBER:** 1669655715**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		PHPK2585063	7/22/2023	7/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2585063	7/22/2023	7/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	AWC1203199	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Directors & Officers Employment Practices		VN00001460231	7/22/2023	7/22/2024	Limit Limit 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY**

Policy Number: PHPK2585063

Effective Date: 07/22/2023

Expiration Date: 07/22/2024

Coverages:

\$3,000,000 Aggregate Limit

\$1,000,000 Each Professional Incident Limit

CERTIFICATE HOLDER**CANCELLATION 30**City of DeFuniak Springs
71 US Hwy 90 West
PO Box 685
DeFuniak Springs FL 32433

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Public Works

Presenter:

Koby Townsend, City Manager

Request Type: Purchase

Does this item require legal review? No

Time Required for Request: 1 Minute

Agenda Item Title:

Air Relief Valves - Budgeted

Attachment(s):

1. ARV Quotes

Brief Summary:

Fifteen ARVs were approved in the 2024-2025 budget, and the ARV's needs replacement due to non-repairable damage. The cost of the 15 ARV's is greater than the City Manager's spending authority but less than the competitive bidding requirement.

Action Requested:

Approval of the quote from Morrow Water Technologies, Inc for \$14,295.00

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:

14,625.00

Staff Recommendations/Comments:

City of DeFuniak Springs



Department: Budget Justification 2024-2025 Fiscal Year

Line Item:	410-000-535-4663
JUSTIFICATION	ARV's to replace non repairable or damaged ARV's due to outside forceses = $15 \times \\$975.00$ \$ 14,625.00



Morrow Water Technologies, Inc.
5465-2 Business Parkway
Theodore, AL 36582
251-654-7867

QUOTATION

Quote Number	
1035894	
Quote Date	Page
11/4/2024	1 of 1

Quote Expires On: 12/04/2024

Bill To:

CITY OF DEFUNIAK SPRINGS
ACCOUNTS PAYABLE
PO BOX 685
DEFUNIAK SPRINGS, FL 32435

850-892-8534

Ship To:

DEFUNIAK SPRINGS PUBLIC WORKS
1350 BALDWIN AVENUE
DEFUNIAK SPRINGS, FL 32433
US

Requested By: Charlie Arcabascio

Customer ID: 20509

Sales Rep: Sam Howard

Best Way

	Packing Basis	Freight Code	Ship Route	Required Date	Taker
	Partial	ALLOWED		11/4/2024	JANICE.SAINT

Line No	Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
	Quoted	Allocated	Remaining	UOM Unit Size	Disp.				

Delivery Instructions: Lead time: Currently In stock Confirm prior to order.

1	15.00		EA			SW-2-C50-SP-P-S-NP	EA	925.00	13,875.00
				1.0		Bermad 2" Threaded ARV , 150PSI , Surge	1.0		
						Protection Side Outlet , NPT MALE OLD			
						PART#SW-2-C50-SP-P-D-NP			

Total Lines: 1

SUB-TOTAL: 13,875.00
TAX: 0.00
OUTBOUND FREIGHT: 420.00
TOTAL: 14,295.00
U.S. Dollars

QUOTE PRICING TERMS & CONDITIONS: All quoted prices are based on current costs and may change prior to the approval of this quote by Buyer due to changes in the cost of capital equipment, raw materials, or labor. Seller reserves the right to adjust the selling price to reflect any increase in these costs prior to the acceptance of this quotation by the Buyer. In the event that shipment is delayed by the Buyer or for any other reason beyond the control of the Seller beyond the stated date of shipment hereon, price will be based upon the prices in effect at the time of shipment, including storage and material handling costs. In no event shall the adjusted price be less than the original order price, including change orders. When price includes transportation and other charges pertaining to the shipment of goods, any increase in transportation rates and other charges will be paid by the Buyer. There will also be extra charges for any test other than that which may be normally performed by the Seller, or for any test performed to suit the convenience of the Buyer. Any applicable duties or sale, use, excise, value-added or other similar taxes will be added to the price and invoiced separately.



FEL-SANTA ROSA BEACH, FL #1204
133 SHANNON LANE
SANTA ROSA BEACH, FL 32459

Phone: 850-622-9166
Fax: 850-622-9168

Deliver To:
From: Casey Grier
casey.grier@ferguson.com
Comments:

11:42:30 NOV 20 2024

Page 1 of 1

FERGUSON WATERWORKS #1204

Price Quotation
Phone: 850-622-9166
Fax: 850-622-9168

Bid No: B412062
Bid Date: 11/20/24
Quoted By: CRG

Cust Phone: 850-892-8500
Terms: NET 10TH PROX

Customer: CITY OF DEFUNIAK SPRINGS
PO BOX 685
DEFUNIAK SPRINGS, FL 32435

Ship To: CITY OF DEFUNIAK SPRINGS
PO BOX 685
DEFUNIAK SPRINGS, FL 32435

Cust PO#:

Job Name: D-26 ARI ARV

Item	Description	Quantity	Net Price	UM	Total
SP-AD26PT02	2" ARI D-26 THRD NYLON ARV	15	2354.830	EA	35322.45

Net Total: \$35322.45
Tax: \$0.00
Freight: \$0.00
Total: \$35322.45

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1204&on=28476>



BID PROPOSAL
ARI D-26

1 of 1
11/13/24

BID NUMBER: 5027933	PREPARED FOR: 009315	BRANCH LOCATION: 005
Valid Until Wednesday, November 20 , 2024	CITY OF DEFUNIAK SPRINGS P O BOX 685 DEFUNIAK SPRINGS, FL 32435	EMPIRE PIPE - PC EMPIRE PIPE AND SUPPLY PO BOX 130399 BIRMINGHAM, AL 35213 Telephone: 850-481-0788

LINE	QUANTITY	DESCRIPTION	NET UNIT PRICE	EXTENDED PRICE
10	15 EA	2" D026 ARV W/2" NPT INLET W/ NYLON BODY * ** QUOTED PRICE INCLUDES FREIGHT CHARGES	2,357.00	35,355.00

Subtotal:	35,355.00
Tax:	.00
Bid Total:	35,355.00

Please refer to our website at <https://empirepipe.com/terms-conditions/> for our terms and conditions.



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Public Works

Presenter:

Koby Townsend, City Manager

Request Type: Consent Item

Does this item require legal review? No

Time Required for Request: 1 minute

Agenda Item Title:

Vacuum Excavator - Budgeted

Attachment(s):

1. VERMEER VAC-TRON Quotes

Brief Summary:

The vacuum excavator purchase was approved in the 2024-2025 budget.

Action Requested:

The vacuum excavator was approved in the 2024-2025 budget, and the cost is greater than the City Manager's spending authority. This piece of equipment will be purchased off of national contract and does not require competitive bidding.

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:

\$108,965.65

Staff Recommendations/Comments:

City of DeFuniak Springs



Department: Budget Justification 2024-2025 Fiscal Year

Line Item:	410-000-535-6411
JUSTIFICATION	Vactron Replacement and relocate to streets to surplus thers \$ 150,000.00



Vermeer Southeast Sales & Service, Inc.
6691 Mobile Highway
Pensacola, FL 32526

SW QUOTE
#241014020

Date: 12/02/24

Sales Rep: Tyler Harrison

Customer Information:

City of Defuniak Springs
45 N Park St
Defuniak Springs, FL 32433

Delivered to:

Same

Contact Name: Michael Hargrove
Phone Number: 850-892-8524

Confidence Plus Included NO

The benefits of Confidence Plus have been discussed
with me and I am not interested at this time

Customer declined CP coverage

Customer Initial Here: _____

Payment method: _____

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	VX501008 - VX50-800 Gal with 2x 205 Gal water (18K GVWR)	\$ 101,272.82	\$ 101,272.82
1	3525 - Non Boom Jack Hyd	\$ 2,668.54	\$ 2,668.54
1	2020 - Strong Arm	\$ 2,149.06	\$ 2,149.06
1	4152 - Quick Fill 205 Gal	\$ 245.23	\$ 245.23
1	Freight and Prep - FL - VX50	\$ 2,630.00	\$ 2,630.00
SPECS: Vermeer VX50 Vacuum Excavator, 800 Gallon Debris tank, 49 hp Kubota Tier 4 Final Diesel Engine, 1025 CFM with 15" of mercury blower, standard reverse flow, 3 stage filtration using cyclonic separator and 2 micron poly filter, full debris tank electronic float shut down and secondary ball float shut off, 5.6 GPM @ 3000 psi water system with auto clutch, cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, LED trailer lights, insulated lockable engine enclosure and lockable control box, 22 gallon fuel tank, 50' water hose with reel rotary digging lance, 5' vacuum tool and wash wand, two 15' x 4" vacuum hose, Hydraulic Jack, Strong Arm, Quick Fill 205 Gallon			
S/N: 1MV4212MHSG011189			
*** FINANCING OPTIONS AVAILABLE FOR MUNICIPAL/UTILITY ENTITIES ***			
Public Utility Contract # 110421-VRM			
Sourcewell Member ID: 21048			
			
		SubTotal	\$ 108,965.65
		Tax	
		Total	\$ 108,965.65
		Less Down Payment	
		Balance Due	\$ 108,965.65

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Public Works

Presenter:

Koby Townsend, City Manager

Request Type: Action Item

Does this item require legal review? Yes

Time Required for Request: 5 Minutes

Agenda Item Title:

NWFWMD Effluent Forcemain Replacement Grant No. 25-019

Attachment(s):

1. Signed_25-019_DeFuniak_Springs_Forcemain_Replacement

Brief Summary:

Earlier this year, the City was awarded a \$300,000 grant from the Northwest Florida Water Management District to aid in the Effluent Forcemain project. The \$300,000 will go toward the design of the project, leaving roughly \$225,000 of cost that the City will cover. This is a no-match grant with an expiration date of September 30, 2026.

Action Requested:

Approval of the grant agreement

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:

\$300,000

Staff Recommendations/Comments:

GRANT AGREEMENT

Between

Northwest Florida Water Management District

and

City of DeFuniak Springs

for

Effluent Force Main Replacement

Grant Agreement No. 25-019

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida, 32333 and City of DeFuniak Springs ("Grantee"), a Florida local government, with an address of 350 Baldwin Ave, DeFuniak Springs, Florida, 32434, to provide financial assistance for the Effluent Force Main Replacement.

In consideration of the mutual benefits to be derived here from, the District and the Grantee do hereby agree as follows:

1. Terms of Agreement

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits named herein which are attached hereto and incorporated by reference, including, but not limited to, **Attachment A, Scope of Work**.

2. Period of Agreement

The Period of Agreement shall begin upon execution and shall remain in effect until September 30, 2026. The Grantee shall be eligible for reimbursement for work performed during the Period of Agreement. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written and signed amendment, to this agreement.

3. Funding/Invoicing

- A. The District agrees to provide funding not to exceed three hundred thousand and 00/100 (\$300,000.00) for approved expenses in support of the project, as described in **Attachment A**. Grantee acknowledges and agrees that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- B. The Grantee agrees to no matching funds of the total project costs. Match funds expended for the project are considered eligible match beginning with the District fiscal year in which this agreement was executed.
- C. The Grantee shall be paid on a reimbursement basis for all eligible project costs required for the completion of tasks, inclusive of the submittal and approval of deliverables identified in **Attachment A**. The Grantee shall submit invoices no more frequently than monthly. Invoices

shall reflect actual costs incurred and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- D. The Grantee shall submit written invoices and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
 - ii. A description and total dollar amount of funds being requested, as organized by task;
 - iii. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of specified tasks;
 - iv. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
 - v. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses incurred toward approved task deliverables during the District fiscal year (October 1 – September 30) for each fiscal year of the Period of Agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year. References to days in this Agreement shall mean calendar days unless otherwise specified.
- F. Pursuant to s. 216.1366, F.S., if the Grantee meets the definition of a non-profit organization under s. 215.97(2)(m), F.S., Grantee must provide the District with documentation that indicates the amount of state funds:
- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of the Grantee.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to s. 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- G. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.
- H. The Grantee agrees to participate in electronic funds transfer payments from the District.

4. Available Funding

The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and approval of the District's annually adopted budget. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the

sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. Progress Reports

The Grantee shall complete and submit Quarterly Progress Reports to the District Project Manager by April 15, July 15, October 15, and January 15 each year during the Period of Agreement, consistent with **Attachment C, Progress Report Template**. The reports shall be submitted electronically and describe the work performed during the quarter just ended, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Quarters are defined as January-March; April-June; July-September; and October-December. All deliverables produced during the quarter shall be provided with each report, if not previously provided. The District Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

6. Final Report

By no later than the end of the Period of Agreement, the Grantee shall complete and submit electronically to the District Project Manager a Final Report summarizing the work performed during the entire project, including: a narrative summary of the project; a summary of total project costs; project results and outcomes; lessons learned; and photographic documentation of before and after conditions, as applicable. Any geographic information systems data, photographs, and other data created through this project shall be provided electronically with the Final Report, if not previously provided.

7. Indemnification

The District shall have no liability or responsibility to the Grantee; its contractors; any governmental entity; or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors; or any other person or entity associated with the project. The Grantee shall and hereby agrees to release, indemnify, and hold harmless the District against any and all injury, loss, liability, claim, damage, and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

Notwithstanding the foregoing, the parties acknowledge and agree that Grantee's performance under this Agreement is subject to the provisions of, and limitations in, s. 768.28, F.S. Nothing herein shall be construed as i) a waiver of sovereign immunity of Grantee beyond the waiver provided in s. 768.28, F.S.; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. Default/Termination

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. The District shall provide the Grantee with thirty (30) days' advance written notice of its intent to terminate and may provide the Grantee an opportunity to cure that is reasonable under the circumstances.

- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with forty-five (45) days' advance written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated and for which funding is available.

9. Remedies/Financial Consequences

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the proposed CAP has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per s. 215.971(1)(c), F.S., including a one percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. Recordkeeping; Audit

- A. The Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State of Florida, inspector general or their authorized representatives shall have access to such records for audit purposes during the Period of Agreement and for five

(5) years following the Period of Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review, or hearing, pursuant to s. 20.055(5), F.S.

- B. The Grantee must ensure grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District has the right to seek a refund for all grant funding received plus interest accrued from the first day the Grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

11. Special Audit Requirements

INTENTIONALLY OMITTED

12. Subcontracts

- A. The Grantee may subcontract work under this Agreement in a manner consistent with Florida Statutes without the prior written consent of the District Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including, but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. The Grantee acknowledges and agrees that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- C. If the procurement is subject to the Florida Consultant's Competitive Negotiation Act (s. 287.055, F.S.) or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the state or federal statutory requirements.

13. Prohibited Local Government Construction Preferences

- A. Pursuant to s. 255.0991, F.S., any competitive solicitation for construction services paid for with any state-appropriated funds, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor or subcontractor, or material supplier or carrier, from participating in the bidding process based upon:
 - i. Maintaining an office or place of business within a particular local jurisdiction;
 - ii. Hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A

14. Lobbying Prohibition

In accordance with s. 216.347, F.S., expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

15. Compliance with Law

- A. The Grantee shall comply with all applicable federal, state, and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations and financial consequences pursuant to s. 215.971(1)(c), F.S. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. The Grantee will maintain compliance with all District permits throughout the Period of Agreement and failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement pursuant to Section 8.
- C. INTENTIONALLY OMITTED

16. Notice

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. Contacts

The District Project Manager is identified below:

Garrett Ifland, or successor	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
E-mail Address:	Garrett.Ifland@nwfwater.com

The Grantee Project Manager is identified below:

Koby Townsend, or successor	
City of DeFuniak Springs	
1350 Baldwin Ave	
DeFuniak Springs, Florida 32435	
Telephone No.:	(850) 892-8500
E-mail Address:	citymanager@defuniaksprings.net

18. Insurance

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee, contractors or its subcontractors. All policies of insurance shall be maintained by the Grantee hereunder and shall name the District as an Additional Insureds during the Period of Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District Project Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the state of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants, and agents while acting within the scope of their employment with the Grantee during the Period of Agreement. The Grantee shall notify the District Project Manager within ten (10) days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District Project Manager concurrent with such notification.
- C. During the Period of Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subcontract issued for the performance of the Work specified under this Agreement, unless such subcontractor and its employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation

statutes, the Grantee shall provide proof of adequate insurance satisfactory to the District, for the protection of its employees not otherwise protected. The minimum limits of liability shall be: \$1,000,000 per accident, \$1,000,000 per person, and \$1,000,000 policy aggregate.

- ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be: \$1,000,000 each occurrence and \$1,000,000 policy aggregate.
- iii. Commercial Automobile Liability Insurance is required for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee, contractors or any of its subcontractors. The minimum limits of liability shall be as follows:
 - Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable, \$1,000,000;
 - Hired and Non-owned Automobile Liability Coverage \$1,000,000.

iv. INTENTIONALLY OMITTED

19. Conflict of Interest

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents, and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required hereunder.

20. Ownership of Property and Equipment

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this Agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

Upon the expiration of the Period of Agreement, the Grantee shall retain ownership of any equipment purchased under this Agreement, as outlined in **Attachment A**. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in Section 12.B. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. During the Period of Agreement, the Grantee shall:

- A. Have use of the equipment for the purposes of this Agreement as long as the required work is being performed;
- B. Implement adequate maintenance procedures to keep the equipment in good operating condition; and

- C. Be responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of the equipment.

21. Unauthorized Employment

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. Amendments

Any amendment to this Agreement must be in writing and executed by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment to extend the Period of Agreement shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended Period of Agreement.

23. Choice of Law/Forum

The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in state court in Leon County, Florida. The parties hereby agree to waive any rights they may have to file or remove an action to any U.S. district court.

24. Discrimination; Convicted Vendor; Discriminatory Vendor; Antitrust Violator

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.
- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

- D. A person or an affiliate who has been placed on the antitrust violator vendor list pursuant to s. 287.137, F.S., following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply on leases of real property to a public entity, may not be awarded or perform work as a grantee, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact new business with a public entity. Questions regarding the list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

25. Scrutinized Companies

The Grantee certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in s. 287.135, F.S. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials, or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work; and
- C. Sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements.

27. Public Records Access

- A. Grantee shall comply with Florida Public Records law under Ch. 119, F.S. Records made or received by Grantee in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S., and must be kept and maintained in accordance therewith.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Ch. 119, F.S., and Section 24(a), Article I, Florida Constitution.

- C. If the Grantee meets the definition of “Contractor” found in s. 119.0701(1)(a), F.S. [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. In the event a request to inspect or copy public records relating to this Agreement is made to the District and the District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under Ch. 119, F.S., or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, Grantee shall provide the District 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 Ch. 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during the Period of Agreement and thereafter if the Grantee does not transfer the records to the District.
 - iv. Upon the expiration of the Period of Agreement, Grantee shall transfer to the District, at no cost to the District, or keep and maintain all public records in possession of Grantee. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records, the Grantee shall meet all applicable requirements for retaining public records.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, F.S., TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT ombudsman@nwfwater.com; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

28. Publicity

The Grantee agrees to give appropriate credit to the “Northwest Florida Water Management District” for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District’s financial support for the project in press releases, publications, and other public communications.

29. Execution of Counterparts

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

30. Severability

This Agreement has been delivered in the state of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

31. Other Statutory Provisions

- A. Disclosure of Gifts from Foreign Sources. If the value of the grant or contract under this Agreement is \$100,000 or more, Grantee or Contractor shall disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in s. 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or contracting with the District, Grantee or Contractor must also provide a copy of such disclosure to the Department of Financial Services.
- B. Food Commodities. To the extent authorized by federal law, the District, its grantees, contractors, and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in s. 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.
- C. Anti-human Trafficking. If the Grantee or Contractor is a nongovernmental entity, the Grantee or Contractor must provide the District with an affidavit signed by an officer or a representative of the Grantee or Contractor under penalty of perjury attesting that the Grantee or Contractor does not use coercion for labor or services as defined in s. 787.06, F.S.
- D. Iron and Steel for Public Works Projects. If this Agreement funds a "public works project" as defined in s. 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in s. 255.0993, F.S. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:

- i. iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- ii. the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- iii. complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee's or Contractor's minimal use of foreign steel and iron materials if:

- iv. such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- v. the "cost" of such materials, as defined in s. 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

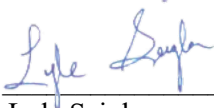
32. Entire Agreement

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

City of DeFuniak Springs

By: 
Lyle Seigler
Executive Director

By: _____
Koby Townsend
City Manager

Date: 11/26/2024

Date: _____

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment A		<u>Scope of Work (2 Pages)</u>
Attachment B		<u>Invoice Checklist (3 Pages)</u>
Attachment C		<u>Progress Report Template (1 Page)</u>
_____		_____
_____		_____

ATTACHMENT A SCOPE OF WORK

PROJECT TITLE: DeFuniak Springs Effluent Force Main Replacement

PROJECT LOCATION: The project is located in DeFuniak Springs, Florida.

PROJECT BACKGROUND: The City of DeFuniak Springs' existing sewer Wastewater Treatment Facility (WWTF) will exceed capacity in the near future and is showing significant signs of deterioration. It also frequently experiences high levels of inflow and infiltration after significant rainfall events. The existing effluent force main has failed multiple times causing an excess of 500,000 gallons of treated sewage to enter Juniper Lake. The current 18-inch PVC force main that serves as the effluent disposal line leaving the WWTF has reached its recommended lifespan.

PROJECT DESCRIPTION: The Grantee will design and permit 29,000-linear feet of 24-inch ductile iron force main that replaces the existing leaking force main, provides raw wastewater conveyance for future WWTF, and relocates the effluent force main away from Landfill Road ("the Work").

TASKS AND DELIVERABLES: All documentation should be submitted electronically unless otherwise indicated.

INVOICE SCHEDULE: Grantee may submit invoices for cost reimbursement of expended costs, but no more frequently than once per month. Interim deliverable(s) and/or final deliverable(s) must be submitted to the District Project Manager no later than by an invoice submittal. If partial payment is requested prior to completion of tasks below, interim deliverables must be included with a narrative summary of task progress and indication of percent complete.

TASK 1: Design and Permitting

Deliverables: Completion of the Work as described in the Project Description.

Documentation: The Grantee will show evidence of the deliverables by providing copies of any Final Design Plans, permits, detailed cost of materials, P.E. certification that the work was performed in accordance with applicable standards, draft work products, or other work products generated as part of the assessment, where applicable; and a signed acceptance of the completed work by the Grantee.

Performance Standard: The District Project Manager will review the deliverables and documentation to verify that they meet the specifications in this Scope of Work. A site visit may be conducted by the District Project Manager to actual habitat conditions and verify deliverables.

TIMELINE

The project task and deliverables must be completed on or before the end of the Period of Agreement set forth in Section 2 of the Agreement. The timeline per task is outlined in the table below. Due to the nature of this project the entire project does not need to be complete for the task to be determined complete.

Task No.	Task Title	Task Start Date	Task End Date
1	Design and Permitting	Upon Execution	09/30/2026

BUDGET SUMMARY

The total cost of the completed effluent force main replacement is estimated at \$11,400,000.00. Grant funding through this Agreement will not exceed \$300,000.00 and is available for costs to complete project tasks as indicated in the table below.

Task No.	Budget Category	Grant Funding, Not to Exceed*	Match
1	Contractual Services	\$300,000.00	\$0
	Total	\$300,000.00	\$0

*Grant funding may vary by category, with District Project Manager approval in writing, so long as the total amount indicated is not exceeded.

ATTACHMENT B**INVOICE TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

Bill To:
Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333 Attn: Accounts Payable (AccountsPayable@nwfwater.com)

Project: **NWFWMD Grant Agreement Number [25-019]**
 DeFuniak Springs Effluent Force Main Replacement

Date	Item/Activity	Description	Total Expended
Total			\$0.00

Limit of grant agreement	\$00,000.00
Amount previously paid	\$00,000.00
Amount due this invoice	\$00,000.00
Amount of grant agreement remaining	\$00,000.00

Signature of Administrator/Clerk_____
Date

Summary of Activities Completed for Invoice # _____

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete.]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the City of DeFuniak Springs Effluent Force Main Replacement project; NFWFMD Grant Agreement Number 25-019.

Signature

Date

Name (print)

Invoice Submittal Checklist	
Invoice containing:	
	Grantee name, address, phone
	Project title
	Grant Agreement number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match (if applicable)
	Signature of Administrator/Clerk ¹
Additional required items:	
	Detailed description of activities
	Detailed cost backup documentation ² – grant
	Detailed cost backup documentation ² – match (if applicable)
	Any other items required in agreement
	Project Manager/engineer certification

¹Only one signature needed, on invoice or cover letter.

²Examples of cost backup documentation include copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C
PROGRESS REPORT TEMPLATE**

Effluent Force Main Replacement Grant Agreement No. 25-019

Progress Report [or Final Report]

[Report start date] through [report end date]

[Summary of requirements below – delete before submitting]

[Quarterly Progress Reports: Describe the work performed during the quarter (including % complete), problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period.]

[Final Report: Include a narrative summary of the project; a financial summary of total costs; results; outcomes; and lessons learned. Include any geographic information systems data, photographs, or other data created through this project, if not previously provided.]

[Example format below that can be adapted to either Progress Reports or Final Report]

1. Description of project work completed during the reporting period [including contracting, design, etc. as applicable.]
 - May include: design drawings and project area map (if applicable, note if attached or previously provided), photographic record of project activities and progress to date (if applicable) or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions.
3. Work plan progress and schedule for next phase of project up to the next progress report or final project summary report. Note any changes to the planned schedule outlined above.

Task	Estimated % Complete	Planned Completion Date

Summary of construction and total project costs to date, itemized by major component (may be text and/or table)



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Public Works

Presenter:

Koby Townsend, City Manager

Request Type: Action Item

Does this item require legal review? Yes

Time Required for Request: 5 Minutes

Agenda Item Title:

Well 5 Pump Motor Repair/Replacement

Attachment(s):

1. Donald Smith Co Well 5 quote
2. DeFuniak Springs Well 5 Submersible Quote

Brief Summary:

Jacobs believes, through preliminary testing, that well 5 sustained a lightning strike on September 23, 2024, resulting in damage to the pump motor. Well 5 needs to be repaired and brought back into operation.

1) Staff request approval of the quote from Donald Smith in the amount of \$44,700.

2) Once the pump is pulled it will be tested to verify that the lighting caused the failure.

A) If it is determined that lighting **did** cause the failure, then the City will file an insurance claim. The City would be responsible for a \$1,000 deductible and Insurance would cover the remainder of the cost.

B) If it is determined that lighting **did not** cause the failure, then the City will be responsible for the full cost of repair/replacement. If the city is responsible for the cost, the funds will be pulled from GL: 400-000-533-5210, which has adequate funds available.

Regardless of the determination (A or B), the City Manager believes that this expenditure appropriately meets the criteria under Section 3.11 - Exemption From Competitive Bidding, Subsection 2 of the Purchasing Policy to waive the competitive bidding requirement. Staff reached out to three vendors regularly used by the City and only received two quotes after an appropriate amount of time.

Action Requested:

Approve the Well 5 Pump Motor Repair/Replacement quote from Donald Smith Co. in the amount of \$44,700.

Issue Overview:

Background Information & Issue Summary:

--

Financial Impacts:
\$1000 insurance deductible or \$44,700

Staff Recommendations/Comments:
N/A



[Caution: FILE ATTACHED **] Fw: Well 5 quote**

Moreau, Kyle <Kyle.Moreau@jacobs.com>
To: Zach Forehand <projectmanager@defuniaksprings.net>

Mon, Dec 2, 2024 at 2:18 PM

Here you go sir. Let me know if you need it on a letter head.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Moreau, Kyle <Kyle.Moreau@jacobs.com>
Sent: Thursday, November 14, 2024 3:24:00 PM
To: Lisa Gierlinski <planningassist@defuniaksprings.net>
Subject: Fw: Well 5 quote

From: Bob Baker <bob@dsch2o.com>
Sent: Thursday, September 19, 2024 10:01 AM
To: Moreau, Kyle <Kyle.Moreau@jacobs.com>
Subject: [EXTERNAL] Well 5 quote

Kyle,

As discussed, if it is indeed a lightning strike, our company policy is to replace the wire as well as the motor. Here is a quote for you to budget. If the board will allow you to address as an emergency, we can get there next week.

Crew to mobilize and remove sub -----	\$8,200.00
Video of Well -----	\$3,000.00
Furnish new 125HP Sub Motor SEI -----	\$14,840.00
Furnish 350' of 00 sub cable-----	\$7,650.00
Disinfect well with chlorine-----	\$1,500.00
Crew to install sub-----	\$9,510.00
Total Estimate	\$44,700.00

The pump bowl next to the pump house at Well 5 is a Goulds 12 CLC 8 stage and was repaired in March 2021. I think it is in good shape. It should provide roughly 700-1000 gpm given the conditions where it would be installed. I recommend you move it into a building or at least covered storage to keep it out of the elements. The shaft there is probably in good shape as well. Although it is SS, I would store it away safely as well. If it were to be reused, it should be evaluated.



11/26/2024

City of DeFuniak Springs
PO Box 685
DeFuniak Springs, FL

Kyle.Moreau@jacobs.com

PROJECT ESTIMATE

Prepared For: Kyle Moreau
Prepared By: Dakota Hull
Description: Well 5 Motor and Wire Replacement

Layne Christensen Company is a global water management, mineral exploration and drilling company. We provide responsible infrastructure solutions for natural resources in water, minerals and energy, while offering innovative, sustainable products and services with an enduring commitment to safety, operational excellence, and client satisfaction. In June 2018, Layne became a wholly-owned subsidiary of Granite Construction, Inc.

We are pleased to submit the following quotation:

Layne Crew to Mobilize, pull pumping assembly, replace the submersible motor, splice new wire and reinstall the pumping assembly. Due to the setting depth and weight a rental crane will need to be utilized to pull and reinstall the pump assembly.

Thank you for the opportunity to be your water resource solution.



PROJECT ESTIMATE

Company: City of DeFuniak Springs
Contact: Kyle Moreau
Address: PO Box 685
City, State, Zip: DeFuniak Springs, FL
Phone: -
Email: Kyle.Moreau@jacobs.com

Date: November 26, 2024
Estimated By: Dakota Hull
Project Location: DeFuniak Springs, FL
Prevailing Wage: No
Tax Type: Use
Tax Rate: 0.000%

Project: Well 5 Motor and Wire Replacement

Description	Unit	Quantity	Price	Total
Layne Crew to Pull and Replace 125HP Submersible Motor	DY	4	\$ 6,800.00	\$ 27,200.00
(Est at 4 Days, Actual will be billed)				\$ -
				\$ -
Materials				\$ -
125HP Submersible Motor 460V	EA	1	\$ 12,000.00	\$ 12,000.00
1/0 FBJ Submersible Wire	FT	400	\$ 22.00	\$ 8,800.00
				\$ -
Rental Crane	DY	4	\$ 3,250.00	\$ 13,000.00
(Est at 4 Days, Actual will be billed)				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Estimated Shipping (Actual will be billed)	LS	1	\$ 750.00	\$ 750.00

Total Project Estimate \$ 61,750.00
Taxable Amount \$ -
Sales Tax \$ -
Total Price \$ 61,750.00

Clarifications

1. Please provide a copy of your tax exempt certificate, if applicable.
2. Please provide the physical site address where the work is to be performed.
3. This quote is valid for 30 days from above date.
4. Based upon Layne Christensen Company's attached Terms & Conditions.
5. Layne Christensen Company's payment terms are "Net 30".
6. Signing this project estimate authorizes Layne Christensen Company to proceed with your project
7. Price does not consider prevailing wage, if required the daily labor rate will be revised accordingly.
8. This proposal is based on all areas being left in a clean and orderly manner daily.

Layne Christensen Company

City of DeFuniak Springs

11/26/24
Date

Kyle Moreau
Date

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price of effect at time of shipment in accordance with Contractor's current policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and onehalf percent (1½%) per month (eighteen percent (18%) per annum) unless a lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directs, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (I) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provision and conditions herein (or the application of such item, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modification or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other forms of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024
Department: Planning Department

Presenter:

Chris Wallace, Planning Director

Request Type: Action Item

Does this item require legal review? Yes

Time Required for Request: 5 minutes

Agenda Item Title:

Approval of RFQ-01-PD to hire a consulting firm to update the City's Land Development Code (LDC)

Attachment(s):

1. Request for Qualifications

Brief Summary:

The Code and Land Use Review Committee has identified several areas within the City's LDC that do not meet the current demands of the City. The LDC contains conflicting information, vague requirements, and is missing several areas that are commonly found in an LDC. In order to address these issues in a timely and efficient manner, the services of an outside consulting firm are required. The City has budgeted \$50,000 in FY 25 and will commit additional funds in FY 26 to cover the cost of the consultant. The work will include extensive public outreach efforts, in coordination with the City Council and Planning Board throughout the process. The project is expected to take 18-24 months. The RFQ will be solicited in early January with the expectation to have bids back before the City Council by no later than the first Regular meeting in March.

Action Requested:

Approve RFQ-01-PD for consulting services to update the Land Development Code

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:

\$50,000 - \$100,000

Staff Recommendations/Comments:

REQUEST FOR QUALIFICATIONS

City of DeFuniak Springs, Florida



Land Development Code Update
City of DeFuniak Springs, Florida
1350 Baldwin Avenue
DeFuniak Springs, Florida 32435

Request for Qualifications

City of DeFuniak Spring – Land Development Code Updates

Introduction

The City of DeFuniak Spring is requesting statements of qualification proposals from qualified consultants to provide professional planning services associated with updating the City's Land Development Code. The updated Land Development Code should incorporate recommendations included in the 2010 Comprehensive Plan.

Firms interested in this project are advised to carefully review the information outlined in the RFQ and respond accordingly. All submissions must be received no later than February 7, 2025. Specific instructions regarding submission requirements are included in this RFQ.

Background Information/Community Profile

DeFuniak Springs is located in the panhandle of Florida, approximately 27 miles north of the Gulf of Mexico. DeFuniak Springs has a population of approximately 6,300 and is increasingly growing.

The City's current Land Development Code was originally adopted in 1971 and has been amended several times over the years. With the expected growth of the community a revised Land Development Code that encompasses current best practices is required. There are several areas that are conflicting or contain insufficient detail. The requested scope of work will be outlined below in the RFQ.

Project Goals

It is the intention of the City of DeFuniak Spring to procure the professional services of a qualified consultant to update the City's Land Development Code in accordance with current planning practices and the 2010 Comprehensive Plan. This will involve working through a collaborative process that involves a variety of stakeholders. The process will culminate in a fully updated Land Development Code.

Scope of Work

The professional consulting firm selected for this assignment will work closely with City staff, an advisory committee, and local officials to update the Land Development Code. The Planning Department will serve as the point of contact for this project and will be responsible for coordinating and implementing the proposed zoning updates. Planning staff may be responsible for updating specific sections of the ordinance simultaneously. These updates will be incorporated into the draft document for final approval. This will require close coordination between the consultant and the Planning staff. The following are

major components of the Land Development Code that are expected to be incorporated into the update:

- Restructure and/or consolidate, or add additional, zoning districts into a more concise set of districts if necessary.
- Review the permitted and special approvals in each district and construct a matrix to coordinate the permitted uses, with the intended outcome of development. Permitted uses shall be revised to help protect areas from incompatible development.
- The existing zoning districts will be revised to reflect current and future development outcomes.
- The development standards for each district shall be evaluated and revised as necessary.
- Consider the potential for overlay districts as recommended by the Comprehensive Plan.
- Develop specific site design standards based on the location of development and the desired character of the development. Consider a Form Based Code for these areas if necessary.
- Review and update the Site Plan regulations to achieve a more consistent product.
- Include sign regulations consistent with other communities in Walton County.
- Review all definitions and revise accordingly.
- Ensure consistency throughout the Land Development Code between different sections of the code. Eliminate contradictions and redundancy.

Project Budget

The City of DeFuniak Spring is expecting project bids to not exceed \$100,000 and will take place over two fiscal years. The City will provide considerable staff support in order to make this project manageable within the specified budget.

Deliverables

The consultant will prepare the updated Land Development Code in a format agreed upon by the City. Throughout the course of updating the Land Development Code the consultant shall provide draft versions for review at various stages throughout the project. The specific deliverables will be subject to further discussion with the selected consultant.

Submission Requirements

Prospective consultants are instructed to respond to the RFQ with information as outlined below. Consultants are advised to be succinct in their responses and attach only relevant

information. Six (6) hard copies of the material, as well as a digital copy are to be received no later than 2:00 P.M. on February 7, 2025.

At a minimum, all submittals should include the following:

1. Company Information: Name, address phone number, organizational structure, number of professional staff and their specialties that will be assigned to work on this project. Location of firm's offices where the various aspects of the work will be performed.
2. Availability: A brief statement as to the availability of the key personnel of the firm responsible for the project. Ability of the firm to complete the project within the prescribed time frame.
3. Statement of Qualifications: Provide summary of the firm's background, capabilities, experience and qualifications. Include a synopsis of similar assignments and projects completed by the firm in the last five years with specific emphasis in planning related projects performed in Florida.
4. Understanding of Project: An overview of the consultant's understanding and approach to the project, including coordination of various stakeholders to build community consensus, projected time-line, and any critical issues/concerns in successfully completing the project.
5. Examples of Work: Complete or partial samples of work involving similar types of projects and assignments.

Again, all submittals must be received no later than 2:00PM on February 7, 2025, and should be addressed to:

Rafael Ali
City Clerk
City of DeFuniak Spring
1350 Baldwin Avenue
DeFuniak Springs, Florida 32435

Evaluation Criteria / Selection Process

- Qualifications of the consultant/project manager
- Individual and professional staff to be assigned to the project
- Demonstrated experience in updating the Land Development Code
- Clear understanding of the objectives of the update
- Ability of the consultant to communicate effectively with the client, identified stakeholders, and the ability to garner community support
- Estimated range of fees to provide the professional services to successfully complete this project

A selection committee comprised of representatives of City staff, appointed officials, and elected officials will review the responses received from interested consultants. From this internal review, a number of firms will be chosen for interviews by the selection committee.

Selection of the firm that the City intends to employ for this project will be based on the above criteria and interview results. The City and selected consultant will work collectively to define the specific scope of services to be provided and negotiate a contract for the services. If a contract cannot be successfully negotiated with the selected firm, discussions will be terminated and a contract will be negotiated with another firm. Subject to appropriate approvals and successful contract negotiation, the selection committee will recommend that the City Council authorize the execution of the contract at the next scheduled City Council meeting.

Project Timeframe

The consultant selected for the project will be expected to successfully complete all project elements and the scope of work outlined in the contractual agreement within a 24 month time period.

Contact for Project

Chris Wallace, AICP
Planning Director
1350 Baldwin Ave
DeFuniak Springs, Florida 32435
(850) 892-8500 x1116
planningdirector@DeFuniaksprings.net



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Koby Townsend, City Manager

Request Type: Action Item

Does this item require legal review? Yes

Time Required for Request: 15 Minutes

Agenda Item Title:

Community Redevelopment Agency Discussion & Direction - A Resolution Designating the City Council as the Community Redevelopment Agency Board

Attachment(s):

None

Brief Summary:

At the November 25, 2024, City Council Regular meeting, the City Council requested that a resolution be brought back at the next meeting, that would effectively designate the City Council as the Community Redevelopment Agency Board. Staff request City Council direction and are prepared to answer any questions.

Action Requested:

TBD by the City Council.

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:**Staff Recommendations/Comments:**



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Koby Townsend, City Manager

Request Type: Administrative Report

Does this item require legal review? No

Time Required for Request: 10 Minutes

Agenda Item Title:

Transportation Planning Organization Discussion

Attachment(s):

None

Brief Summary:

Discussion on upcoming TPO Meeting

Action Requested:**Issue Overview:**

Background Information & Issue Summary:

Financial Impacts:**Staff Recommendations/Comments:**



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Public Works

Presenter:

Cliff Knauer

Request Type: Action Item

Does this item require legal review? Yes.

Time Required for Request: 5 Minutes.

Agenda Item Title:

Dewberry Task Order for 280B Water and Sewer Project

Attachment(s):

1. CR-280B Water and Sewer Utilities Construction Part-Time CEI Proposal

Brief Summary:

The Legislative grant funds need to be spent to meet the grant deadlines and the project is ready for bidding and construction.

Action Requested:

Board Approval.

Issue Overview:**Background Information & Issue Summary:**

The DEP permits have been issued and the project is ready to bid.

Financial Impacts:

\$0.00.

Staff Recommendations/Comments:



Dewberry Engineers Inc. | 850.267.0759
877 CR 393 North | 866.557.0076 fax
Santa Rosa Beach, FL 32459 | www.dewberry.com

December 6th, 2024

Koby Townsend – City Manager
City of DeFuniak Springs
1350 Baldwin Avenue
DeFuniak Springs, FL 32435

RE: CR280B Water and Sewer Utilities
Bidding and Construction Engineering and Inspection Services
Proposal

Dear Mr. Townsend,

Dewberry is pleased to provide you with this proposal for construction engineering and inspection services to cover the bidding and CEI services for the CR280B Water and Sewer Utility Construction.

A detailed scope of work labeled as **Attachment A**, is attached and associated fees and additional conditions are listed as **Attachment B**.

Dewberry proposes to provide the services described in the attached for a lump sum amount of **\$61,150.00**

If you have any questions or need additional information, please contact me at (850) 441-2733 or at bblitch@dewberry.com.

Sincerely,

DEWBERRY

A handwritten signature in blue ink, appearing to read "B. Blitch", is written over a faint, larger signature.

Benjamin Blitch, PE
Branch Manager

Attachment A
Scope of Work/Agreement

December 6th, 2024

This agreement is entered into this 6th day of December 2024, between the City of DeFuniak Springs known hereinafter as CLIENT, and Dewberry Engineers Inc.

This agreement defines the terms under which Dewberry shall provide professional services to CLIENT for the DeFuniak Springs CR280B Water and Sewer Utility Construction.

PROFESSIONAL SERVICES FEES SUMMARY

Task #1 –Bid Phase Services

Bid Phase Services shall include the following:

- Advertisement to bid
- Holding and attending pre-bid meeting
- Reviewing and answering questions received during bid phase.
- Issuing Addendum(s)
- Attending bid opening
- Reviewing bids and making recommendation to City.

Task #2 –Construction Engineering and Inspection (CEI) Services

Construction Engineering and Inspection Services shall include the following:

- The project scope includes the construction of 1 mile of water main and sewer forcemain utilities along US 331 and CR-280B.
- The anticipated construction notice to proceed is 2/1/2025.
- Provide on-site inspection for the contractor's construction operations (daily) to ensure that all work is performed in accordance with the specified plans and specifications. The inspection will be 20 hours per week for a total of 4 months during typical weekday work hours.
- Maintain all construction field records; make daily entries in the project diary to indicate the Consultant's personnel and Contractor's personnel present on the job site, the Contractor's personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control, and the charging of contract time.
- Coordinate with the City Utility Representative(s), FDOT and other utility providers for all relocations/adjustments of utility facilities throughout construction.
- Keep clear and concise daily records of the construction activities, prepare monthly pay estimates, and make monthly progress reports in conformance with City requirements.
- Review and comment on all shop drawing and submit to City for further handling, review and distribution.
- Review and respond to all Contractor questions through issuance of Requests for Information (RFI).
- Review, respond, and process of Change Orders

- Review and process of Construction Pay Applications from Contractor.
- Perform punchlist inspections at project completion.
- Coordination and oversight of all Owner provided verification tests.
- Perform oversight of all on site materials testing, utility testing and equipment startup testing.
- All construction activities shall be coordinated between the Consultant and the City.
- All work standards, methods or reporting, and documentation of pay quantities will be in accordance with the policies and procedures of the City. All partial and final construction estimates, and other information must be submitted on forms approved by City authorized representatives.
- The Consultant will be available for conferences, visits to jobsites, and/or inspections by City authorized representatives, Contractor's representatives, and Grantor's representatives.
- Submit all required documentation and certifications for the closeout of all permits.
- Review Contractor's As-Built documents for conformance with inspector's logs and with project design requirements.
- Review, consolidate and turn over to City project record documents received from Contractor including:
 - Operation and Maintenance manuals
 - Shop Drawings
 - As-Built drawings and specifications
- **Exclusions:**
 - Additional time beyond the budgeted 4-month, 20-hr per week construction.
 - Survey
 - Testing
 - Design and permitting revisions due to unforeseen conditions.
 - Certification of Construction to be performed by KNE.

TOTAL PROPOSED LUMP SUM FEE:

\$61,150.00

If additional services, not described in this proposal are required and authorized, these services can be provided and would be based on an hourly rate.

We sincerely appreciate you giving Dewberry the opportunity to be of service to you.

If you have any questions or need additional information, please contact me at (850) 571-1255 or by email at bbllitch@dewberry.com.

DEWBERRY

Address for correspondence:

877 North County Highway 393
Santa Rosa Beach, FL 32459



By: _____

Name and Title: Benjamin Blitch, P.E., Branch Manager

Witnessed:  _____

Date: 12/6/2024

CITY OF DEFUNIAK SPRINGS

Address for correspondence:

City of DeFuniak Springs
1350 Baldwin Avenue
DeFuniak Springs, FL 32435

By: _____

Name and Title: _____

Witnessed: _____

Date: _____

ATTACHMENT B
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privacy).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

- 11. Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
- 12. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
- ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
- 17. Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

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

- 21. Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
- 22. Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.

23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 22031, Attn: Legal Department.



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Liberty Partners

Request Type: Action Item

Does this item require legal review? No.

Time Required for Request: 10 Minutes.

Agenda Item Title:

2025 Legislative Appropriation Priorities

Attachment(s):

1. DFS 2023 Major Funding Request list
2. DFS CIP

Brief Summary:

In anticipation of the upcoming 2025 Legislative Session that is scheduled to begin on Tuesday, March 4, 2025, the City should identify their priorities including anticipated appropriation requests. Liberty Partners will prepare these requests and provide them to the legislative delegation for filing.

In the past, the council has selected priorities that are included on the Major Funding Requests list and the CIP (both attached).

Action Requested:

Identify and approve the City's 2025 Legislative Appropriation Priorities.

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:

Staff Recommendations/Comments:



*** Revised by Council - September 2023 ***

MAJOR FUNDING REQUESTS

	Project	Project Description	Estimated Cost	Funding Sources
A	Airport Project (New terminal)	This project is underway largely with FDOT funding totaling \$6 million. The target groundbreaking will be February 2022 with a bid release in November 2021. The construction is estimated to take 20 months. An additional \$2 million from FDOT was secured for FY 2023-24. This facility will have classrooms and meeting space for training programs.	\$8,400,000 (fully funded, under construction)	FAA/FDOT/ARPA (City and County)
B	Airport Project (Apron Infrastructure Development next to the new terminal)	Apron development next to the new terminal and adjacent to runway 9-27 will safely provide critical taxi and parking space for increased aircraft traffic. Previous capacity constraints limited 54J's functional and operational position for economic growth.	\$1,100,000	State and Federal Legislative Appropriations
C	Airport Project (Expansion of runway 9-27)	Extend runway 9-27 to just over 5,000 feet to allow the airport to be utilized to a greater potential. The runway extension program consists of access road relocation to accommodate the extended runway, reconstructing the west 800 ft of the existing runway to meet FAA line-of-sight requirements, and an 858 ft extension of the runway and parallel taxiway.	\$10,500,000 (fully funded at \$11,000,000)	ARPA (City & County), Legislative Appropriations/FAA/FDOT/Job Growth Grant Fund (The legislature appropriated \$650,000 in the FY 2020-21 budget but was vetoed due to COVID. The legislature appropriated \$650,000 again for FY 2021-22 and it was approved by the Governor and mentioned in one of his press conferences)
D	Airport Project (Southeast commercial development)	This project will be to construct a SE commercial access road for \$2,300,000 and taxiway for \$3,800,000 and will facilitate access from outside the airport near the golf course into the airport property.	\$6,100,000	Legislative Appropriations/FAA/FDOT/Job Growth Grant Fund

E	Airport Project (Paving of runway 18-36)	Pave runway 18-36 (north/south dirt runway) Smaller aircraft are effected by wind during landing. Paving this runway would provide a needed alternative. Construction on 09-27 is not dependent on 18-36 being paved first. The City currently has \$2,562,500 in the FDOT work program in FY 2023-2024 to pave Runway 18-36. The additional \$1M in the cost estimate included paving the full-length parallel taxiway to the south end of the runway.	\$3,700,000	Legislative Appropriations/FAA/FDOT/Job Growth Grant Fund
F	Airport Project (Hangar adjacent to new terminal)	This project could coincide with the construction of the new terminal and would be attached to the terminal with access from the terminal. This hangar can be used for a multi-use training facility or simulation facility for on-airport training programs.	\$2,500,000	Triumph project #284/Legislative Appropriations/FAA/FDOT/Job Growth Grant Fund
G	Airport Project (Construction of Hangars 25 through 29 in SW quadrant)	This project would construct five new hangars with an apron adjacent to runway 18-36. There is an immediate demand for additional hangar space that can be a revenue source and also utilized as a multi-use training facility.	\$4,300,000	Legislative Appropriations/FAA/FDOT/Job Growth Grant Fund
H	Airport Project (Hangars 18, 19, and 20 development SE of Runway 9-27 with access to Runway 18-36).	This project would construct taxiway and access road extension to support a new three-hangar development (Hangars 18, 19, and 20) southeast of Runway 9-27. These hangars could be used for a multi-use training facility or simulation facility for on-airport training programs. *This estimate does not include the cost of hangars.	\$4,700,000 (partially funded)	Triumph project #284/Legislative Appropriations/FDOT/Job Growth Grant Fund - (\$1,000,000 funded in FY 2022-23 budget)
NON-AIRPORT PROJECTS				
I	Effluent Discharge Line Replacement	The DeFuniak Springs Effluent Discharge Line replacement project would provide the needed infrastrucutre for economic development as the city sees new commercial, residential and mixed-use development and new industry locating to the area.	\$8,000,000 (Estimate as reflected on most recent CIP)	FDEP DWSRF/Appropriations/Grants
J	Upgrade Lift Station 1 & 2	All sewer lines on HWY 331 from I-10 north go to these lift stations. Upgrading the pre-1950 sewer infrastructure will allow better sewer management and fewer spills due to capacity problems.	\$4,180,740	FDEP CWSRF/Appropriations
K	Coy Burgess Loop Watermain Upgrade	Upgrade existing 10" water main to 16" from the South water tower for anticipated future growth south of I-10 on US Hwy 331. This project is important as it will provide sufficient capacity to Veterans Lodge as well as other growth.	\$1,250,000	Appropriations
L	Water and Sewer Line from Hwy 90 to Mossy Head	Construct a 4" line from Hwy 90 North on Hwy 1087 - Mossy Head.		

M	Natural Gas Line from Hwy 90 to Mossy Head	Construct a 4" line from Hwy 90 North on Hwy 1087 - Mossy Head.		
N	Permanent Outflow for Lake DeFuniak	Will mitigate lake levels due to flooding so the public can enjoy the lakeyard.	\$200,000	NWFWMD Alternate Water Supply
O	New Fire Station	Getting a new facility would not only increase productivity but also provide a safer building in times of emergency.		USDA low interest loan/Legislative Appropriations
P	Asbestos Concrete Watermain	Replacement of watermain constructed with asbestos fibers.	\$5,098,646	FDEP DWSRF (doing planning grant)
Q	Collections System Improvements	Existing system is currently at 53.8% of capacity and these improvements will provide additional capacity.		SRF Loan (DEP)/ USDA Rural Development/Legislative Appropriations/DEP
R	Potential Joint Wastewater Treatment plant between the City of DeFuniak Springs and the City of Freeport	(TBD)	\$55,000,000	SRF Loan (DEP)/ USDA Rural Development/Legislative Appropriations/DEP
S	Twin Lakes Drive roadway improvements		\$109,200	
T	Lakeview Drive Roadway & Drainage		\$820,762	
U	Downtown Farmer's Market Structure	This structure will be constructed on City-owned land on Baldwin Avenue. Interested parties include the City, Mainstreet and the County.	\$660,000	County committed \$300,000.



Capital Improvement Projects List

Rank:	Date Approved:	Project Description:	Estimated Cost:	Notes:	Potential Funding Source	City Funds Needed
I. Roadway Improvements						
	6/10/2024	Lakeview Dr Roadway & Drainage- 5,500'	\$ 820,762	Item T on Major Funding Request list.		
	6/10/2024	Twin Lakes Dr - 4,800'	\$ 781,793	Item S on Major Funding Request list.	MSCOP Grant \$625,434	\$156,358
		Total	\$ 1,602,555			
II. Sidewalks						
	6/10/2024	Park Avenue	\$ 290,000			
	6/10/2024	North Park Street	\$ 200,000			
	6/10/2024	Wood Street	\$ 180,000			
	6/10/2024	Graham Avenue	\$ 120,000			
	6/10/2024	Texaco Street	\$ 75,000			
	6/10/2024	Jordan Street	\$ 75,000			
		Total	\$ 940,000			
III. Drainage Improvements						
	6/10/2024	Permanent Outflow for Lake DeFuniak	\$ 200,000	Item N on Major Funding Request list.	For Discussion	
		Total	\$ 200,000			
IV. Sanitary Sewer						
	6/10/2024	Effluent Discharge Line	\$ 11,149,927	Item I on Major Funding Request list.	Received \$300,000 from NFWFMD	
	6/10/2024	Lift Station Basin 1 Wastewater Upgrades	\$ 750,000	Item J on Major Funding Request list.		
	6/10/2024	Lift Station Basin 2 Wastewater Upgrades	\$ 1,000,000	Item J on Major Funding Request list.		
	6/10/2024	Lift Station Basin 9 Wastewater Upgrades	\$ 750,000	Item J on Major Funding Request list.		
	6/10/2024	CR 280B Water & Sewer Expansion to Veteran's Lodge	\$ 790,925	State Appropriations for Easement	Received \$500,000 Approps in 2022	
	6/10/2024	Sewer gravity line replacement (Crescent to S 2nd St)-900'	\$ 225,000			
	6/10/2024	Centrifuge for WWTF	\$ 492,505			
	6/10/2024	Force Main Replacement from LS1 down Bruce Ave to new forcemain on Second	\$ 500,000.00	Force main consists of ductile iron 6" and is corroded to an extent of a restricted 4" line		
		Total	\$ 15,658,357			
V. Potable Water						
	6/10/2024	Asbestos Concrete Watermain Replacement	\$ 8,806,000	Item P on Major Funding Request list.	DEP Local Gov Water Supply Grant	
		Upgrade 2" WM on Hill Street - 4,000'		Pipeline is corroded and has just this year in 2024 had leaks 3 times causing emergency repair, this line is a 2" galvanized line and is need of updating to a new PVC line and to provide fire protection.		
	6/10/2024		\$ 208,000			
		Upgrade 3" WM to 6" on Quebec Ave w/hydrant (1st St to Beechwood St) - 1,800'	\$ 94,900	This is to upgrade an uncommon pipeline size that was previously installed and provide added fire protection		
	6/10/2024					

	6/10/2024	Install 6" WM on Sue Forman Rd w/hydrans (Millard Gainey to Coy Burgess Loop) - 2,300'	\$ 124,150	This is a new installation to provide a loop fed system and fire protection for the Sue Forman residents.		
	6/10/2024	Upgrade to 6" WM on Cambridge St (south of Dorsey Ave to Bay Ave to Douglass Ave) -1,375'	\$ 75,500	This is an upgrade project to increase pipeline size to 6" and provide fire protection.		
	6/10/2024	Upgrade to 6" WM on Rose Cr w/hydrant -1,250'	\$ 70,000	Upgrade to a 6" line and provide fire protection around Rose Circle providing a looped system.		
	6/10/2024	Upgrade to 6" WM on Huggins Rd w/ fire hydrants. - 1,425'	\$ 77,800	Upgrade needed for a bigger pipeline and portion of line is galv and AC main, upgrade and provide fire protection needed.		
	6/10/2024	Upgrade to 6" WM on Fredrick Drive (Walton Rd, S to dead end)-1,250'	\$ 69,800	Upgrade needed for bigger line and fire protection due to existing main being galv. And partial AC main.		
	6/10/2024	Water - Lead Service Lines	\$ 2,000,000	Planning Cost: \$61,728	Drinking Water SRF/ Florida Rural Water Association Loan Program/USDA Rural Development/DEP Local Gov Water Supply Grant	
	6/10/2024	Water Meter/Register/Dual Check Upgrade - Smart Met	\$ 5,864,117			
		Total	\$ 17,390,267			
Rank:	Date Approved:	Project Description:	Estimated Cost:	Notes:	Potential Funding Source	City Funds Needed

VI. Natural Gas

	6/10/2024	4" line from Hwy 90 north on Hwy 1087 - Mossy Head -10,560'	\$ 1,289,600	Item M on Major Funding Request list.		
	6/10/2024	Main extension from Main gate station on Juniper Lake Rd north to Bob McCaskill - 5,808' and west down Bob McCaskill to 331 North - 7,392'	\$ 1,299,500			
	6/10/2024	Gas expansion to Veterans Lodge	\$ 1,800,000			
	6/10/2024	Gas Metering System upgrade	\$ 234,390			
		Total	\$ 4,623,490			

VII. Recreation

	6/10/2024	Pickle Ball Courts	\$ 250,000	Design Cost: \$36,700	FRDAP Grant \$200,000 AARP Grant \$50,000	\$ -
		Total	\$ 250,000			

VIII. Airport

	6/10/2024	Airport - Design and Construct Asphalt Paving for Runway 18-36	\$ 3,700,000	FDOT workplan funds moved to terminal, increase cost from \$2,562,500. Part of Triumph match.		
	6/10/2024	Airport - Design and Construct Hangar Development	\$ 2,400,000	Item B on Major Funding Request list. On FDOT Workplan		
	6/10/2024	Airport - Design T-Hangar Infrastructure Development	\$ 300,000	On FDOT Workplan		
	6/10/2024	* Airport - Hangars 18, 19, and 20 Development Total Cost - \$5.4 mil	\$ 5,400,000	Item B on Major Funding Request list. Have \$1,0		
	6/10/2024	Airport - Hangars 18, 19, and 20 (Access Road)	\$ 1,362,000	Item B on Major Funding Request list.		

	6/10/2024	~Airport - Hangars 18, 19, and 20 (Taxiway and Apron)	\$ 910,000	Item C on Major Funding Request list.		
	6/10/2024	~Airport - Hangars 18, 19, and 20 (Hangars)	\$ 3,130,000	Item D on Major Funding Request list.		
	6/10/2024	Airport - Construct Hangar adjacent to Terminal	\$ 3,600,000	Item D on Major Funding Request list.		
	6/10/2024	* Airport - Design and Construct Runway 9/27 Extension program Total	\$ 10,500,000	Item D on Major Funding Request list.	City & County ARPA; FDOT	
	6/10/2024	Airport - Southeast Quadrant taxiway and access road development for lease parcels (from Hangars 18, 19, and 20 south)	\$ 6,100,000	Item F on Major Funding Request list.		
	6/10/2024	Airport - Taxiway Connector Widening	\$ 420,000			
	6/10/2024	Airport - Terminal Development Phase II	\$ 2,600,000		\$1.1 Fed Approp Plan	\$1.5 State Work
		Total	\$ 45,822,000			

IX. Facilities

	6/10/2024	Fire Station	\$ 3,000,000	Item O on Major Funding Request list.		
	6/10/2024	Library (water remediation/roof repair)	\$ 206,805	SCE cost estimate from assessment		
		Total	\$ 3,206,805			

X. Equipment

	6/10/2024	Fire - New frontline fire engine	\$ 810,000		FEMA Grant \$771,428	\$ 38,571
	6/10/2024	Mobile Bypass Pump for Lift Stations	\$ 112,062	Price is for (1) large bypass pump.		
		Total	\$ 922,062			

Overall Total \$90,615,536.21

Non-Airport Total \$44,793,536.21



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024
Department: Planning Department

Presenter:

Chris Wallace, Planning Director

Request Type: Action Item

Does this item require legal review? No

Time Required for Request: 5 minutes

Agenda Item Title:

2024-SP-08, Review of the Final Plan for a Free Standing Emergency Room (FSER) located just south of the new CEFCO on Hwy 331 South

Attachment(s):

1. DeFuniak Springs FSER_Civil Plans_10102024_Certified

Brief Summary:

Ross Lucas of Fulmer Lucas Engineering, LLC has submitted the Final Plan for an FSER on behalf of Okaloosa Hospital, Inc. The plan includes an 11,020+/- square foot facility, with related parking, stormwater detention, etc. The project is located on a 9.02 acre tract of land, located just south of the new CEFCO on Hwy 331 South.

Action Requested:

Approve the Final Plan for the FSER

Issue Overview:

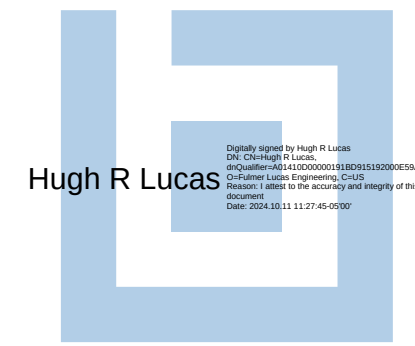
Background Information & Issue Summary:

Financial Impacts:

Staff Recommendations/Comments:

Staff recommends approval

SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, WALTON COUNTY, FLORIDA
PARCEL ID: 03-2N-19-18000-010-0040



This item has been digitally signed and sealed by Hugh Ross Lucas on the date adjacent to the digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FULMER LUCAS

FLORIDA FIRM #32341
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

HUGH ROSS LUCAS
LICENSE
No 83981
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CIVIL ENGINEER
FULMER LUCAS ENGINEERING, LLC
FLORIDA FIRM #32341
2002 RICHARD JONES ROAD - SUITE B200
NASHVILLE, TENNESSEE 37215

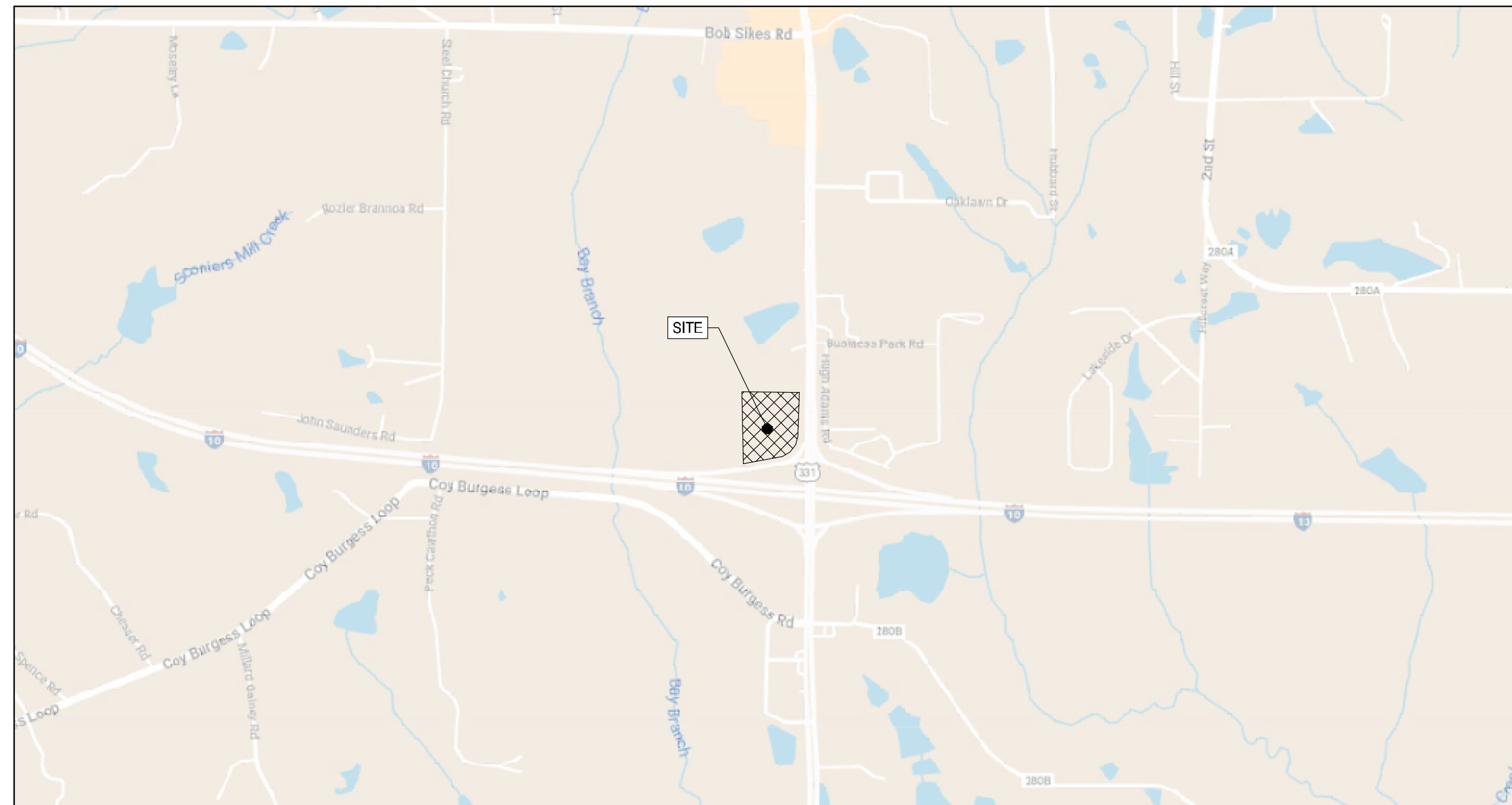
CONTACT: H. ROSS LUCAS, PE
615-345-3772

LAND SURVEYOR
GCT LAND SURVEYING.
121 HART STREET
NICEVILLE, FLORIDA 32578

CONTACT: ALLEN E. TUCKER
850-678-5141

ARCHITECT
GA STUDIO | BLOX
2625 5TH AVE NORTH , BUILDING C
BESSEMER, AL 35020

CONTACT: TY COLE
205-515-5372

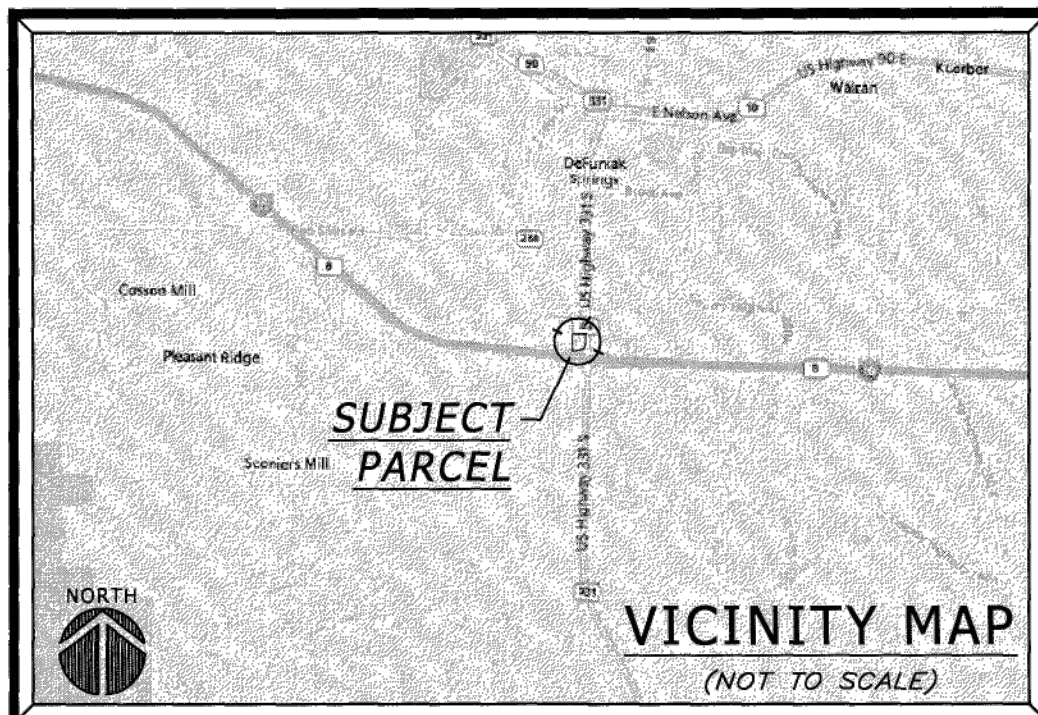


VICINITY MAP
SCALE: 1"=1000'

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
V-1.00	TOPOGRAPHIC SURVEY
C0.1	SITE DEMOLITION PLAN
C0.2	INITIAL EPSC PLAN
C1.0	SITE LAYOUT PLAN
C2.0	SITE GRADING PLAN
C2.1	SITE DRAINAGE PLAN
C2.2	INTERMEDIATE EPSC PLAN
C3.0	SITE UTILITY PLAN
C4.0	SITE DETAILS
C4.1	SITE DETAILS
C4.2	SITE DETAILS
C4.3	SITE DETAILS
C4.4	SITE DETAILS
L1.0	PROTECTED TREE PLAN
L2.0	OVERALL LANDSCAPE PLAN
L3.0	LANDSCAPE DETAILS
A101	DIMENSIONAL PLAN
A201	BUILDING ELEVATIONS
ES101	PHOTOMETRIC STUDY

SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

REV.	DATE	DESCRIPTION
1	07/21/2024	DEVELOPMENT REVIEW FROM SUBMITTAL
2	08/06/2024	REVISED PER A.U. COMMENTS

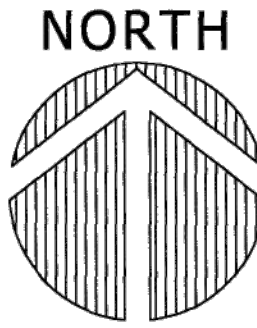
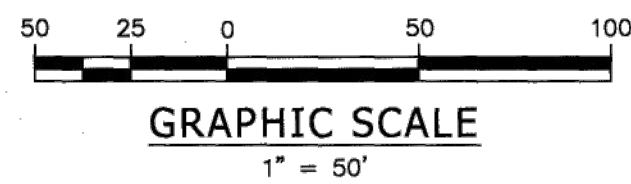
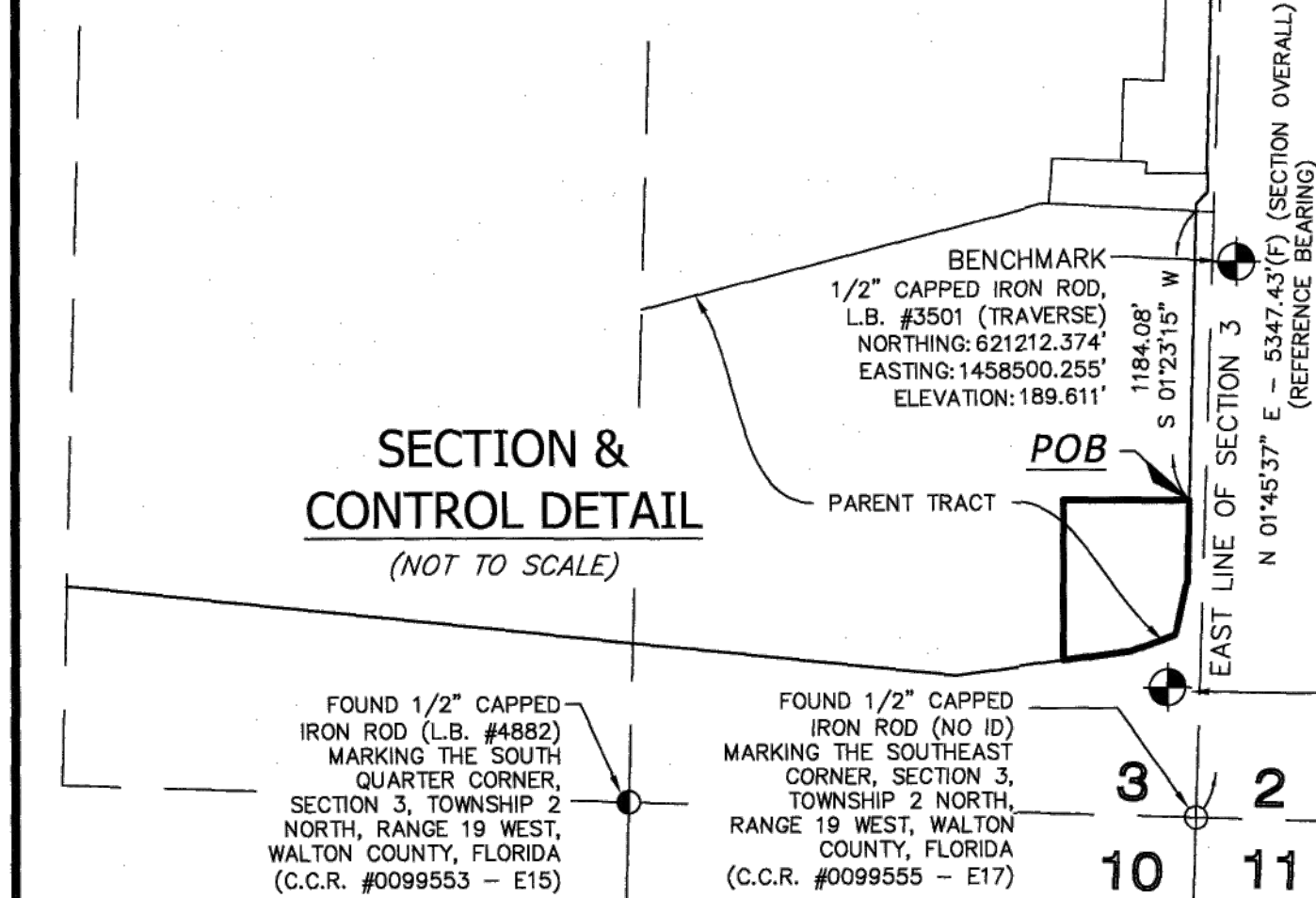


TITLE SUMMARY

(FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT No. 7223-6417535, DATED 19 MAY 2023)

THE EXCEPTIONS SHOWN HEREIN ARE LISTED NUMERICALLY COINCIDENT WITH THE SCHEDULE B-II EXCEPTIONS IN THE AFORESAID TITLE COMMITMENT, AND ARE SHOWN FOR CLARIFICATION OF THE INSTRUMENTS AS THEY APPLY TO THIS SURVEY.

- 1) O.R. 403/692 - AT&T COMMUNICATIONS EASEMENT (1986)
VARIABLE WIDTH EQUIPMENT AND ACCESS EASEMENT LOCATED INSIDE
"SOUTH PARCEL" LYING SOUTH OF I-10.
DOES NOT AFFECT SUBJECT PROPERTY
- 2) O.R. 159/57 - CHELCO DISTRIBUTION EASEMENT (1979)
20' WIDE EASEMENT FOR CONSTRUCTION, OPERATION, AND
MAINTENANCE OF DISTRIBUTION LINES SERVICING BILL SALTER
BILLBOARD INSIDE OF "PARENT TRACT" ALONG NORTHERLY
RIGHT-OF-WAY LINE OF I-10.
DOES NOT AFFECT SUBJECT PROPERTY
- 3) O.R. 523/330 - AT&T COMMUNICATIONS EASEMENT (1988)
16.5' WIDE EASEMENT FOR CONSTRUCTION, OPERATION, AND
MAINTENANCE OF COMMUNICATIONS SYSTEMS, INCLUDING RIGHTS TO
INGRESS/EGRESS, LOCATED SOUTH OF I-10 (RUNS THROUGH "SOUTH
PARCEL").
DOES NOT AFFECT SUBJECT PROPERTY
- 4) O.R. 2754/1303 - BILLBOARD SIGN LEASE AGREEMENT (2007)
LEASE AGREEMENT WITH BILL SALTER ADVERTISING TO INSTALL A
BILLBOARD SIGN; SIGN IS LOCATED INSIDE "PARENT TRACT" AND
NORTH OF I-10.
DOES NOT AFFECT SUBJECT PROPERTY
- 5) O.R. 619/289 - GULF POWER DISTRIBUTION EASEMENT (1989)
5' WIDE EASEMENT FOR INSTALLATION OF ELECTRICAL CONDUCTORS
ONLY; NO POLES, ANCHORS, OR GUY WIRES ARE TO BE INSTALLED;
GRANTS RIGHTS OF INGRESS/EGRESS AND TO KEEP LINES CLEAR;
LOCATED AT NORTHEASTERLY CORNER OF "PARENT TRACT".
DOES NOT AFFECT SUBJECT PROPERTY
- 6) O.R. 779/174 - CHELCO DISTRIBUTION EASEMENT (1991)
GRANTS RIGHTS TO CONSTRUCT AND MAINTAIN GUY WIRES AND
ANCHORS OVER THAT PORTION OF THE EAST 1/2 OF SECTION 3
LYING SOUTH OF I-10.
DOES NOT AFFECT SUBJECT PROPERTY
- 7) O.R. 1803/124 - CHELCO DISTRIBUTION EASEMENT (1998)
20' WIDE EASEMENT FOR R/W, 10' LEFT AND RIGHT OF OVERHEAD
LINES; GRANTS RIGHTS TO CONSTRUCTION, OPERATION, AND
MAINTENANCE INCLUDING ANCHORS AND GUY WIRES OUTSIDE THE 20'
AREA; EXTENDS THROUGH "PARENT TRACT", AND THE SUBJECT
PROPERTY.
AFFECTS SUBJECT PROPERTY AS SHOWN
- 8) O.R. 2783/2317 - GULF POWER GUY ANCHOR EASEMENT (2008)
EASEMENT TO INSTALL AND MAINTAIN 1 GUY ANCHOR AND 2 GUY
WIRES (ANCHOR NOT TO EXCEED 20' FROM THE EDGE OF U.S.
HIGHWAY 331); THERE ARE TWO POSSIBLE LOCATIONS THAT THIS
EASEMENT MAY EXIST LOCATED INSIDE THE "PARENT TRACT" ALONG US
HWY 331, BUT WHICH EXACT LOCATION IS NOT ABLE TO BE
DETERMINED.
DOES NOT AFFECT SUBJECT PROPERTY
- 9) O.R. 3264/2366 - FP&L DISTRIBUTION EASEMENT (2022)
GRANTS FP&L EASEMENT THAT IS FOREVER VARIABLE IN WIDTH, BUT
IS DEPICTED AS BEING 35' WIDE AND 1649.33' IN LENGTH ALONG
THE EASTERLY BOUNDARY OF THE "PARENT TRACT" ALONG US HWY
331.
AFFECTS SUBJECT PROPERTY AS SHOWN
- 10) O.R. 2923/4334 - CHELCO DISTRIBUTION EASEMENT (2013)
ACCESS AND POWER DISTRIBUTION EASEMENT OVER THE SOUTH 1/2
OF THE SOUTHEAST 1/4 OF SECTION 3; THIS INCLUDES THE
SUBJECT PROPERTY AND "PARENT TRACT".
AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE



LEGAL DESCRIPTION

[FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT No. 7223-6417535,
REVISION No. 1 - 05/01/2023, DATED 19 MAY 2023]

LEGAL DESCRIPTION

(AS PREPARED BY GUSTIN, COTHERN & TUCKER, INC. ON 11 MAY 2023)

A PORTION OF THE FOLLOWING PROPERTY LYING NORTHERLY OF U.S. INTERSTATE HIGHWAY 10 ("I-10") AND WESTERLY OF U.S. HIGHWAY 331 SOUTH, AS RECORDED IN DEED BOOK 114, PAGE 571 AND DEED BOOK 114, PAGE 578, LESS AND EXCEPT OFFICIAL RECORDS BOOK 137, PAGE 639 AND OFFICIAL RECORDS BOOK 597, PAGE 348; ALL LYING AND BEING IN SECTION 3, TOWNSHIP 2 NORTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK (NO IDENTIFICATION) MARKING THE
NORTHEAST CORNER OF THE AFORESAID SECTION 3; THENCE PROCEED S
07'45'37" W ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF
27145.47 FEET TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE
SOUTHERLY LINE OF THE CAPE USA PARCEL (OFFICIAL RECORDS BOOK 2930,
PAGE 1165); THENCE DEPARTING THE EAST LINE OF AFORESAID SECTION 3,
PROCEED N 86°55'15" E ALONG SAID EASTERLY EXTENSION, A DISTANCE OF
814.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID CAPE USA PARCEL,
SAID POINT BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF
AFORESAID U.S. HIGHWAY 331 SOUTH (FLORIDA STATE ROAD 83 - PUBLIC
RIGHT-OF-WAY WIDTH VARIES PER F.O.D.T. R/W MAP SECTION 60050-2505),
THENCE PROCEED ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE
NORTHERLY RIGHT-OF-WAY LINE OF U.S. INTERSTATE HIGHWAY 10 (FLORIDA
STATE ROAD 8 - PUBLIC RIGHT-OF-WAY WIDTH VARIES PER F.O.D.T.
RIGHT-OF-WAY MAP SECTION 60002-2403) THE FOLLOWING LINE (5) CALLS:
(1) S 82°15'01" W, A DISTANCE OF 1184.00 FEET TO THE BEGINNING;
(2) 01°23'15" W, A DISTANCE OF 368.07 FEET; (3) S 12°59'59" W,
A DISTANCE OF 259.61 FEET; (4) S 69°44'01" W, A DISTANCE OF 221.06 FEET;
(5) S 82°51'10" W, A DISTANCE OF 315.74 FEET; THENCE DEPARTING SAID
NORTHERLY RIGHT-OF-WAY LINE, PROCEED N 00°06'32" E, A DISTANCE OF
741.66 FEET; THENCE S 89°37'15" E, A DISTANCE OF 586.60 FEET TO THE
POINT OF BEGINNING.

SURVEY REPORT

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 7223-6417535, REVISION NO. 1 – 05/01/2023, DATED 19 MAY 2023. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON. BUT A NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DETERMINED IN CHAPTER 400, PART 1, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
3. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC. WETLANDS SHOWN HEREON WERE TAKEN FROM UES MAP: 2768.001 JLC, DATED 6/3/2024.
4. VISIBLE ENCROACHMENTS, POSSIBLE VISIBLE ENCROACHMENTS, AND/OR APPARENT USES ARE AS

SHOWN.

5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA.
6. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF SECTION 3, SAID LINE BEARING N 01°45'37" E, AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
7. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
8. THIS PARCEL LIES IN FLOOD ZONE X (NO MINIMUM) AS DETERMINED BY SCALE FROM FEMA INSURANCE RATE MAP, COMMUNITY NO. 120318, PANEL NO. 1213100280 G, DATED 29 SEP 2010, AND FURNISHED BY FEMA NATIONAL FLOOD HAZARD RASTER ONLINE GEOSPATIAL DATABASE.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR. NO OWNERSHIP HAS BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
10. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
11. THE SIGNATURE & SEAL OF THE UNDERSIGNED SURVEYOR IS CERTIFYING TO THE CORRECTNESS OF THE SURVEY AS OF THE FIELD DATE SHOWN.

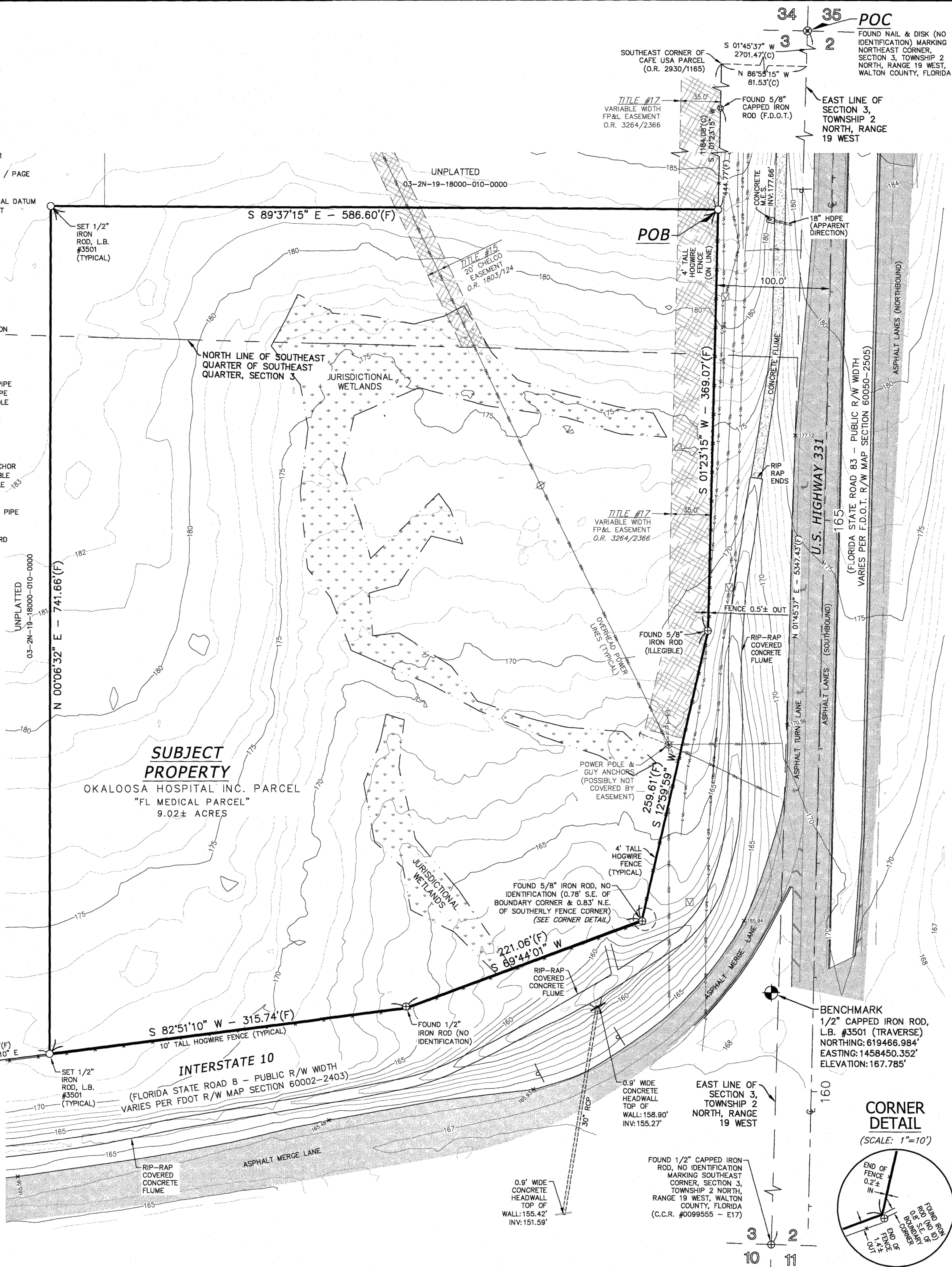
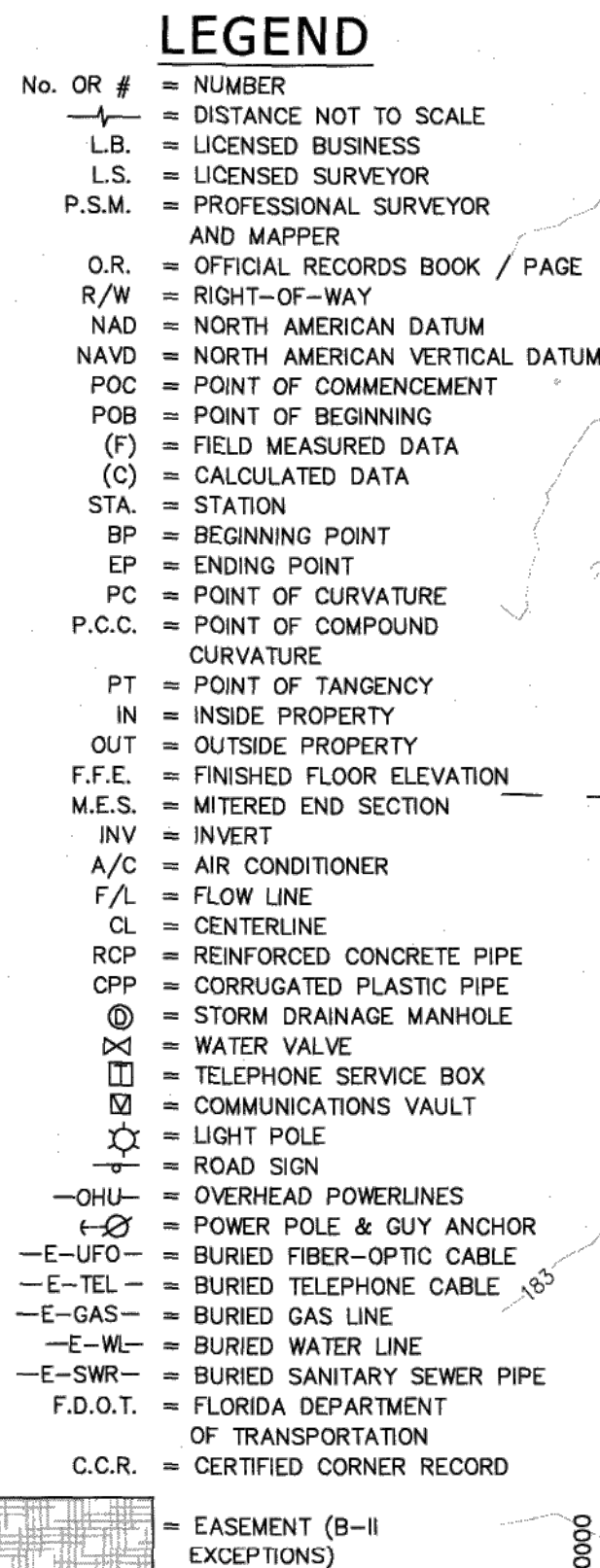
SURVEYOR'S CERTIFICATE

TO (1) OKALOOSA HOSPITAL, INC., (2) FIRST AMERICAN TITLE INSURANCE COMPANY, AND (3) MEAD LAW & TITLE, PLLC:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON 25 JUL 2024.

DATE OF PLAT OR MAP: 01 OCT 2024


 ALLEN E. TUCKER
 PROFESSIONAL SURVEYOR & MAPPER
 LICENSE No. 4584



- Conventional Surveying
- Aerial & Bathymetric
- Laser Scanning & LiDAR

Gustin, Cothorn & Tucker, Inc.
LAND SURVEYING & MAPPING



Allen E. Tucker
THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
ALLEN E. TUCKER, P.S.M. No. 4584

DATE 01 OCT 2024

2

ALTA/NSPS LAND TITLE SURVEY

OKALOOSA HOSPITAL INC.
PARCEL

SITUATED IN SECTION 3, TOWNSHIP 2 NORTH,
RANGE 19 WEST, CITY OF DEFUNIAK SPRINGS,
WALTON COUNTY, FLORIDA

WALTON COUNTY, FLORIDA

DATE	6/29/2023	DRAFT BY	J. FOWLER	DESCRIPTION	INITIAL RELEASE	REV	A
DATE	7/31/2024	DRAFT BY	J. FOWLER	DESCRIPTION	ADDED IMPROVEMENTS ALONG ROADS	REV	B
DATE	10/1/2024	DRAFT BY	J. FOWLER	DESCRIPTION	UPDATED WETLANDS	REV	C

SURVEY TYPE:
BOUNDARY & TOPOGRAPHIC
(ALTA)

FIELD DATE:
25 JUL 2024

FIELD BOOK:
24-09 (H.F.)

DATE: (HORIZONTAL/VERTICAL)
NAD 83 NAVD 83

CLIENT:
OKALOOSA HOSPITAL, INC.

SHEET	PROJECT
V-100	220471
	ORDER#
	220471.26

MAP# 220471.15 REV C



Know what's below.
Call before you dig.



GENERAL NOTES:

1. GENERAL CONTRACTOR (GC) IS TO CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
2. GC SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. GC SHALL TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ALL CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
3. GC SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND OR OVERHEAD ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF ELECTRICAL WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN.
4. IN EASEMENTS AND RIGHTS-OF-WAY, GC SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT WHERE NOTED.
5. GC IS TO PHOTOGRAPH ALL EXISTING CONDITIONS PRIOR TO INITIATING CONSTRUCTION.
6. CLEAR THE ENTIRE CONSTRUCTION AREA OF ALL WEEDS, BUSHES, TREES NOTED FOR REMOVAL OR WITHIN GRADING BOUNDARY, STUMPS, ASPHALT, CONCRETE, CURBS AND OTHER PROTRUDING OBSTRUCTIONS NOT DESIGNATED TO REMAIN.
7. ALL MATERIALS NOT TO REMAIN ARE TO BE DISPOSED OF OFF SITE AT A PROPERLY PERMITTED LOCATION.
8. GC IS RESPONSIBLE FOR CLEANING AND MAINTAINING HAUL ROUTES AND CONTROLLING DUST. CLEANING SHOULD BE CONTINUOUS DURING ACTIVE WORK.
9. GC IS RESPONSIBLE FOR ALL NECESSARY EROSION CONTROL TO KEEP SEDIMENT ON SITE, EVEN IF IT IS NOT DIRECTLY SHOWN ON THE PLANS. ANY EROSION CONTROL NEEDED NOT SHOWN ON THE PLANS SHALL BE MARKED ON THE PLANS.
10. GC SHALL NOT DISTURB EXISTING CONDITIONS OUTSIDE OF THE PROJECT PROPERTY UNLESS SHOWN ON THE PLANS OR WITH PERMISSION OF THE PROPERTY OWNER. ANY UNAUTHORIZED DAMAGES SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
11. ALL CURB AND GUTTER TO BE DEMOLISHED SHALL BE REMOVED TO THE NEAREST JOINT. CONTRACTOR TO FIELD VERIFY LIMITS AS JOINTS ARE NOT SHOWN ON THE PLANS.
12. ALL EXISTING WATER METERS CALLED OUT TO BE REMOVED SHALL BE CUT & CAPPED AT MAIN.

LEGEND

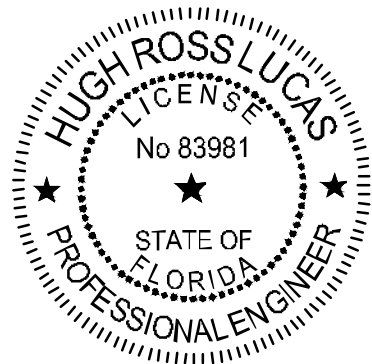
- IRON ROD (OLD)
- ◆ BENCHMARK
- CATCH BASIN
- ⛑ FIRE HYDRANT
- ⊙ SEWER MANHOLE
- ⊙ EXISTING TREE
- ⛑ WATER VALVE
- WM WATER METER
- IRON ROD (NEW)
- ⊘ UTILITY POLE

MAP REFERENCE:

PARCEL ID FOR SUBJECT PROPERTY IS 03-2N-19-18000-010-0040 ON WALTON COUNTY PROPERTY MAP.

FULMER LUCAS

FLORIDA FIRM #32341
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770



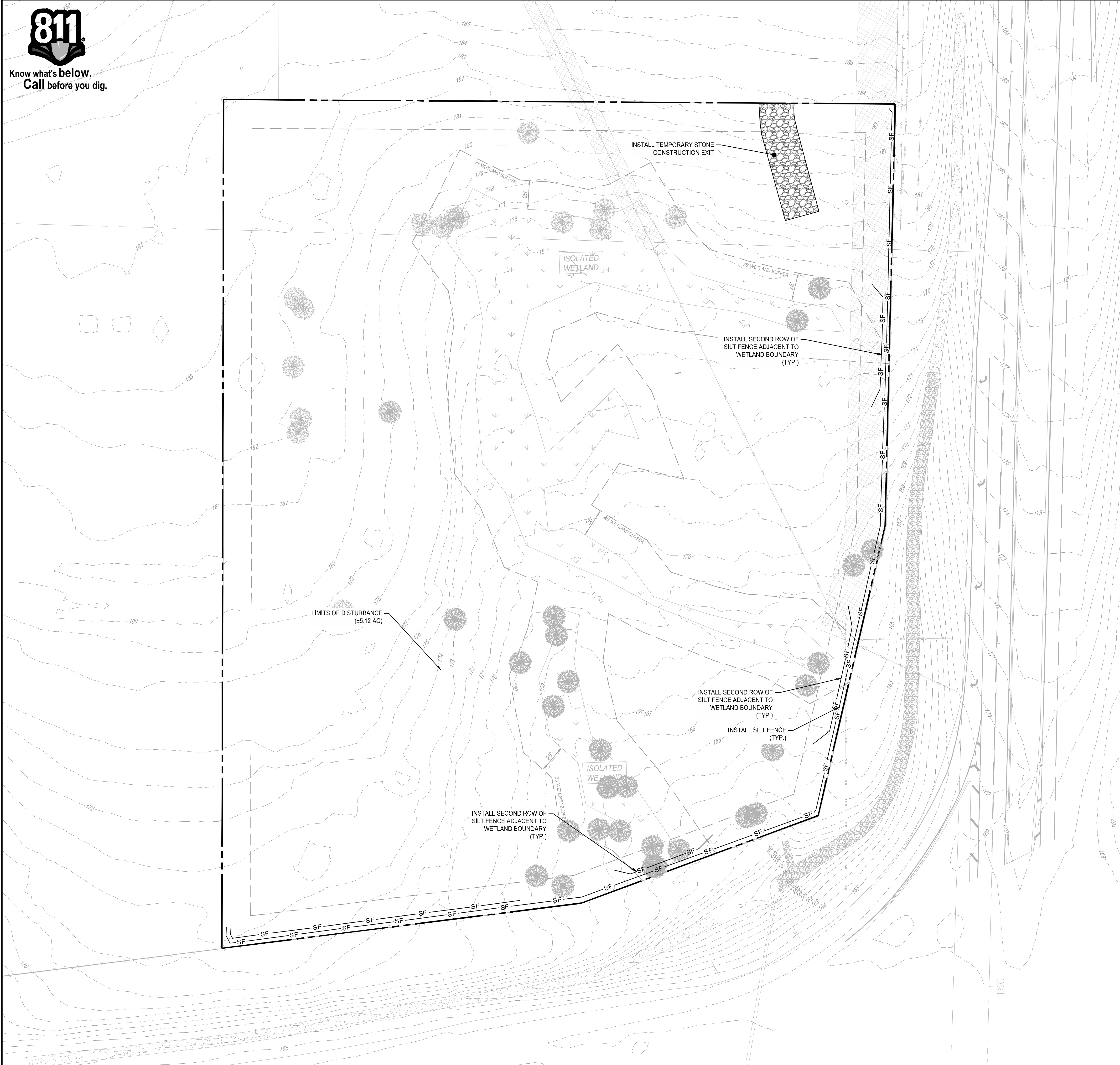
SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER

160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

REV.	DATE	DESCRIPTION
1	07/21/2024	DEVELOPMENT REVIEW FOOT SUBMITTAL
2	08/06/2024	REVISED PER A.U. COMMENTS

SITE
DEMOLITION
PLAN

C0.1



GENERAL NOTES:

1. GENERAL CONTRACTOR (GC) IS TO CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
2. GC SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. GC SHALL TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ALL CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
3. GC SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND OR OVERHEAD ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF ELECTRICAL WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN.
4. IN EASEMENTS AND RIGHTS-OF-WAY, GC SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT WHERE NOTED. GC IS TO PHOTOGRAPH ALL EXISTING CONDITIONS PRIOR TO INITIATING CONSTRUCTION.
5. CLEAR THE ENTIRE CONSTRUCTION AREA OF ALL WEEDS, BUSHES, TREES NOTED FOR REMOVAL OR WITHIN GRADING BOUNDARY, STUMPS, ASPHALT, CONCRETE, CURBS AND OTHER PROTRUDING OBSTRUCTIONS NOT DESIGNATED TO REMAIN.
6. ALL MATERIALS NOT TO REMAIN ARE TO BE DISPOSED OF OFF SITE AT A PROPERLY PERMITTED LOCATION.
7. GC IS RESPONSIBLE FOR CLEANING AND MAINTAINING HAUL ROUTES AND CONTROLLING DUST. CLEANING SHOULD BE CONTINUOUS DURING ACTIVE WORK.
8. GC IS RESPONSIBLE FOR ALL NECESSARY EROSION CONTROL TO KEEP SEDIMENT ON SITE, EVEN IF IT IS NOT DIRECTLY SHOWN ON THE PLANS. ANY EROSION CONTROL NEEDED NOT SHOWN ON THE PLANS SHALL BE MARKED ON THE PLANS.
9. GC SHALL NOT DISTURB EXISTING CONDITIONS OUTSIDE OF THE PROJECT PROPERTY UNLESS SHOWN ON THE PLANS OR WITH PERMISSION OF THE PROPERTY OWNER. ANY UNAUTHORIZED DAMAGES SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
10. ALL CURB AND GUTTER TO BE DEMOLISHED SHALL BE REMOVED TO THE NEAREST JOINT. CONTRACTOR TO FIELD VERIFY LIMITS AS JOINTS ARE NOT SHOWN ON THE PLANS.

EROSION & SEDIMENT CONTROL NOTES:

1. ALL PERIMETER MEASURES MUST BE IN PLACE BEFORE GRADING.
2. ALL STOCKPILES ARE TO BE CONTAINED ON THE PROJECT PROPERTY UNLESS WRITTEN PERMISSION IS GIVEN BY THE ADJACENT PROPERTY OWNER. INSTALL SILT FENCE AT THE BASE OF ANY STOCKPILES.
3. ALL GRADED SLOPES 3:1 OR STEEPER AND DITCH BOTTOMS SHALL RECEIVE PROPER EROSION CONTROL BLANKETS/MATTING OR SOD.
4. ALL FIELD ADJUSTMENT OF EROSION CONTROL MEASURES SHALL BE NOTED ON THE PLANS KEPT IN THE JOB TRAILER.
5. WHEN THE TEMPORARY EROSION CONTROL DEVICES ARE NO LONGER NEEDED FOR THE INTENDED PURPOSE IN THE OPINION OF THE DESIGNATED SITE EROSION CONTROL SPECIALIST, THEY MAY BE REMOVED.
6. CONTRACTOR TO PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING. CONTRACTOR TO COORDINATE EXACT LOCATION WITH NPDES DEPARTMENT DURING PRECONSTRUCTION MEETING. CONTROL OF OTHER SITE WASTES SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTES THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY IS ALSO REQUIRED BY THE GRADING PERMITTEE. LOCATION OF AND/OR NOTES REFERRING TO THESE BMP'S SHALL BE SHOWN ON THE EPSC PLAN.
7. ALL DISTURBED AREAS ARE TO BE PERMANENTLY STABILIZED PER THE LANDSCAPE PLAN. ALL AREAS NOT OTHERWISE RECEIVING SOD OR OTHER PLANTING SHALL RECEIVE SEED AND STRAW PER THE SPECIFICATIONS INCLUDED WITHIN TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK.
8. NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES AND ONLY AS APPROVED BY OWNER'S REPRESENTATIVE.
9. ALL GRADED AREAS, INCLUDING SLOPES, ARE TO BE SODDED OR MULCHED AND SEEDED WITHIN 14 DAYS AFTER GRADING IS SUSPENDED OR COMPLETED.
10. ALL SLOPES EQUAL TO OR GREATER THAN 3:1 MUST BE STABILIZED WITHIN 7 DAYS AFTER GRADING IS SUSPENDED OR COMPLETED.
11. GRADING OPERATIONS ARE NOT TO BEGIN UNTIL EROSION CONTROL HAS BEEN INSTALLED AS SHOWN ON DRAWINGS, INSPECTED BY CITY OF DEFUNIAK SPRINGS STORMWATER DEPARTMENT, AND THE GRADING PERMIT HAS BEEN ISSUED.
12. SILT BARRIERS SHALL BE CLEANED OF ACCUMULATED SEDIMENT OR REPLACED WHEN APPROXIMATELY 33% FILLED WITH SEDIMENT OR DIRECTED BY THE EROSION CONTROL SPECIALIST.
13. ALL DIMENSIONS AND LOCATIONS OF TEMPORARY EROSION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DESIGNATED BY THE OWNER'S REPRESENTATIVE.
14. THE CONTRACTOR SHALL PROVIDE THE NECESSARY PROTECTION FOR TREES TO REMAIN IN ACCORDANCE WITH CITY SPECIFICATIONS. DO NOT OPERATE OR STORE HEAVY EQUIPMENT NOR HANDLE OR STORE MATERIALS WITHIN THE DRIP LINES OF TREES TO REMAIN.
15. PRIOR TO FINAL ACCEPTANCE AND INSPECTION, SEDIMENT MUST BE REMOVED ALL NEW AND EXISTING STRUCTURES AND WATER QUALITY SYSTEMS.

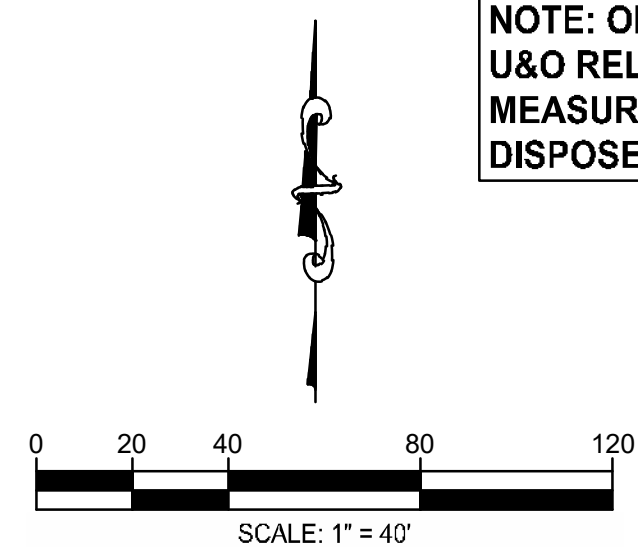
EROSION CONTROL LEGEND:

- INLET PROTECTION
- SF WIRE BACKED SILT FENCE , WEIGHTED SEDIMENT TUBE OR APPROVED EQUAL
- FS
- LOD LIMITS OF DISTURBANCE
- CONSTRUCTION ENTRANCE/EXIT
- CONCRETE WASHOUT AREA
- ROCK CHECK DAM
- DIVERSION DITCH
- EROSION CONTROL MATTING
- ROCK FILTER RING

LEGEND

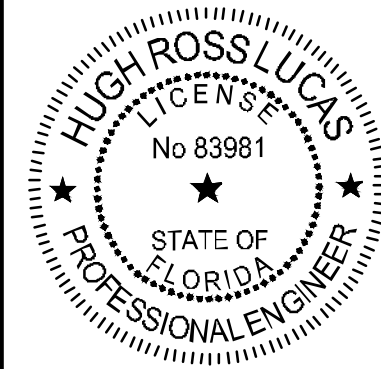
- IRON ROD (OLD)
- BENCHMARK
- CATCH BASIN
- FIRE HYDRANT
- SEWER MANHOLE
- EXISTING TREE
- WV WATER VALVE
- WM WATER METER
- IRON ROD (NEW)
- UTILITY POLE

NOTE: ONCE SITE IS STABILIZED FOR U&O RELEASE ALL REMAINING EPSC MEASURES SHOULD BE REMOVED AND DISPOSED OF IN A PROPER MANNER



FULMER LUCAS

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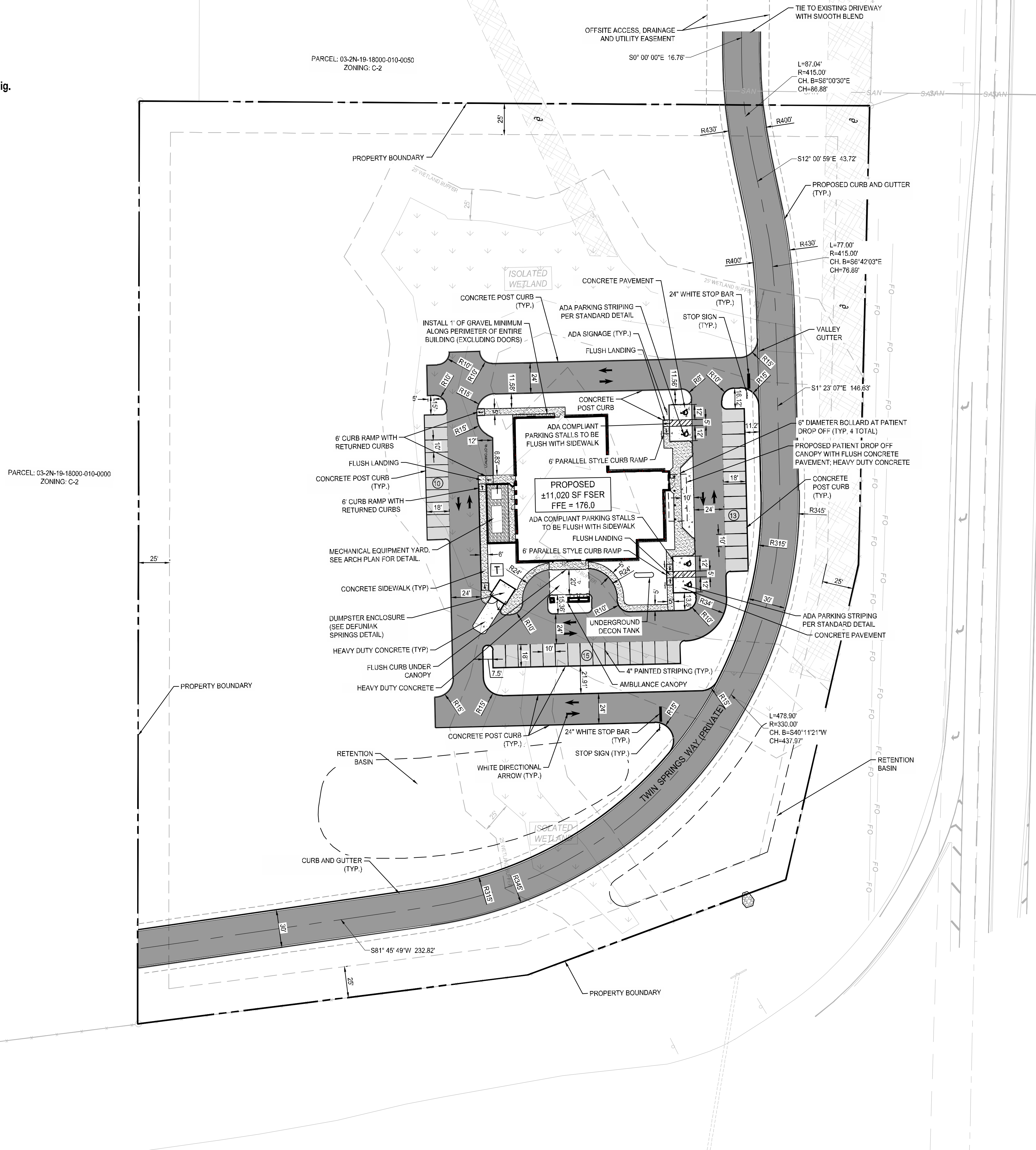


SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

DATE	DESCRIPTION
07/31/2024	DEVELOPMENT REVIEW FROM SUBMITTAL
08/06/2024	REVISED PER ALL COMMENTS

INITIAL EPSC
PLAN

C0.2

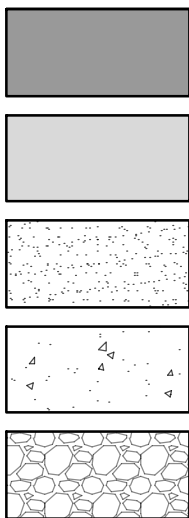


SITE DATA TABLE	
PROPERTY INFORMATION	
ADDRESS:	US HWY 331 & I-10
TAX MAP / PARCEL ID:	03-2N-19-18000-010-0040
LOT AREA:	9.02 AC.
TOTAL ISOLATED WETLAND AREA:	±40,592 SF (0.93 AC)
TOTAL ISOLATED WETLAND IMPACT:	±40,592 SF (0.93 AC)
CITY:	DEFUNIAK SPRINGS
STATE:	FLORIDA
STREET SETBACK:	25' (10' BUFFER)
SIDE SETBACK:	25' (5' BUFFER)
REAR SETBACK:	25'
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF DEFUNIAK SPRINGS
EXISTING ZONING:	C-2 COMMERCIAL GENERAL
PROPOSED ZONING:	C-2 COMMERCIAL GENERAL
PROPOSED USE:	MEDICAL OFFICE
BUILDING AREA	
TOTAL BUILDING SQUARE FOOTAGE:	11,020 SF
FAR (MAX.):	N/A
FAR PROVIDED:	0.03
ISR (MAX.):	N/A
ISR PROVIDED:	0.22
BUILDING HEIGHT (MAX.):	—
BUILDING HEIGHT PROVIDED:	30'
PARKING SUMMARY	
PARKING REQUIRED (1 PER DOCTOR)	4 SPACES REQUIRED (4 DOCTORS)
STANDARD PARKING SPACES PROVIDED:	38
ADA PARKING SPACES REQUIRED:	4
TOTAL SPACES PROVIDED:	42

NOTES:

- CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSION IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
- PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAYBE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF FINAL PAVEMENT.
- CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH. ALL CONCRETE SHALL BE CLASS "A" (4,000 PSI) UNLESS OTHERWISE NOTED.
- ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN WHICH RESULTS FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT THE CONTRACTOR'S EXPENSE.
- DIMENSIONS ARE TO THE FACE OF CURBS, EDGE OF CONCRETE, OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.
- CURB TURNOUT, EDGE OF PAVEMENT, AND STRIPING RADII ARE FOUR FEET (4') UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY ALL REQUIRED CLEARANCES FROM OVERHEAD POWER LINES PRIOR TO THE START OF CONSTRUCTION.
- CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD OR UNDERGROUND ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE NOTED WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES MUST BE TAKEN.
- IN EASEMENTS AND RIGHTS-OF-WAYS, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT AS NOTED.
- THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AGC OF AMERICA, INC. AND THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION" ISSUED BY THE U.S. DEPARTMENT OF LABOR.
- TRAFFIC CONTROL, IF REQUIRED, SHALL BE PROVIDED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- IN THE EVENT OF ANY DISCREPANCY AND/OR ERROR FOUND IN THE DRAWINGS, OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE ENGINEER IN WRITING BEFORE PROCEEDING WITH THE WORK. IF THE ENGINEER IS NOT NOTIFIED, THE CONTRACTOR SHALL TAKE RESPONSIBILITY FOR THE COST OF ANY REVISION.
- BUILDING CONTROL, POINTS, GRADE AND OFFSET STAKES ARE TO BE SET BY THE CONTRACTOR.
- PROVIDE 24" TAPER ON ENDS OF ALL CURBS THAT TERMINATE.
- ALL CURB RAMPS IN THE PUBLIC ROW ARE TO RECEIVE DETECTABLE WARNINGS PER LOCAL MUNICIPALITY.
- INSTALL CONCRETE JOINTS WHERE SHOWN ON DETAILS. ALIGN ON WALLS, BUILDINGS, RADII, ETC. EVENLY SPACE BETWEEN ELEMENTS AS SHOWN, PROVIDE EXPANSION JOINTS BETWEEN CONCRETE PAVEMENT AND ALL VERTICAL ELEMENTS SUCH AS WALLS, CURBS, ETC.
- ALL LANDSCAPE ISLANDS SHALL BE MOUNDING WITH TOPSOIL 4' ABOVE THE CURB LINE TO PROMOTE POSITIVE DRAINAGE.
- SAW CUT LINES SHALL BE DONE IN A STRAIGHT NEAT LINE A MINIMUM OF 18" FROM THE EXISTING EDGE OF PAVEMENT.
- ALL PAVEMENT MARKINGS SHALL BE 4' WIDE UNLESS OTHERWISE NOTED. ALL PAVEMENT MARKINGS WITHIN THE RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND COMPLY WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) LATEST EDITION, RIGHT-OF-WAY SIGNAGE TO ALSO COMPLY WITH M.U.T.C.D. ON SITE PAVEMENT MARKINGS SHALL BE WHITE PAINT UNLESS NOTED OTHERWISE.

PAVING LEGEND



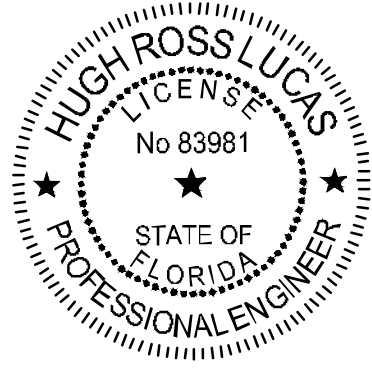
0 20 40 80 120

SCALE: 1" = 40'



FULMER LUCAS

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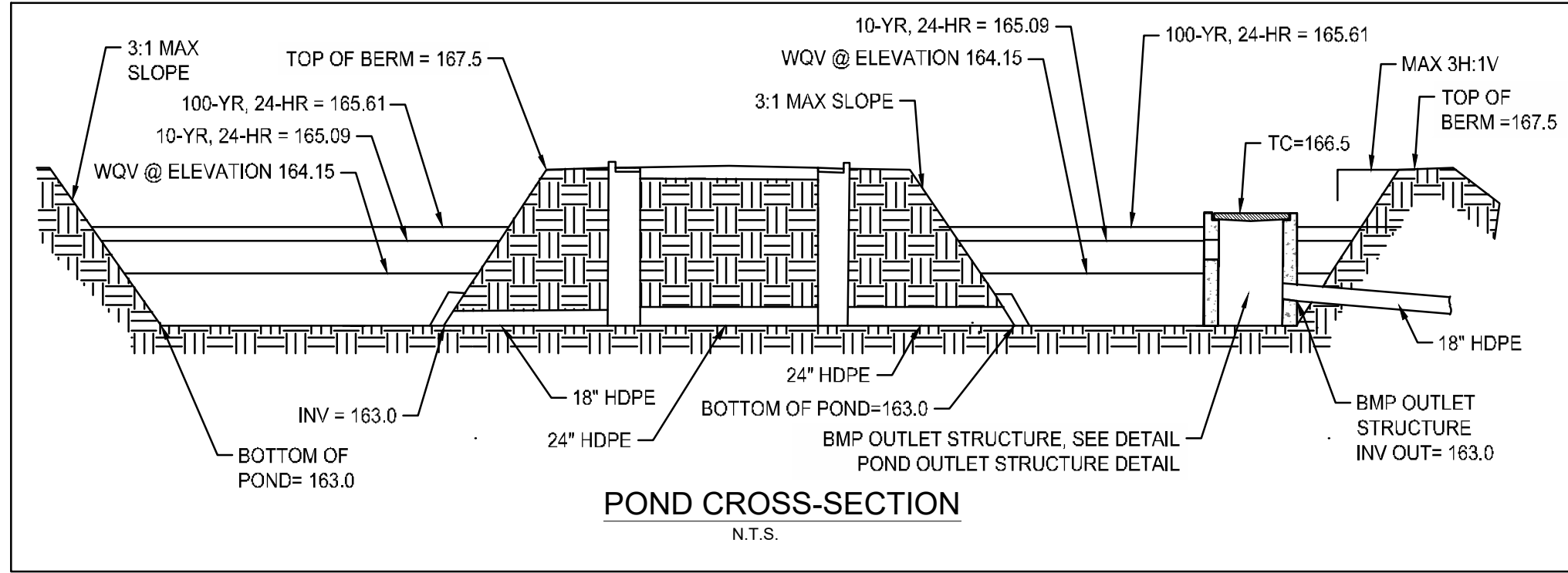
DR.	DATE	DESCRIPTION
JEL	07/31/2024	DEVELOPMENT REVIEW FOOT SUBMITTAL
JEL	08/05/2024	REVISED PER AUL COMMENTS

SITE LAYOUT PLAN

C1.0



Know what's below.
Call before you dig.

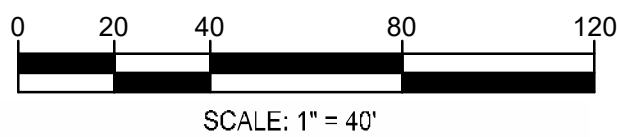


GRADING PLAN NOTES:

- ALL PIPES UNDER EXISTING PAVED AREAS SHALL BE BACKFILLED TO TOP OF SUBGRADE WITH CRUSHED STONE UNLESS PUBLIC WORKS SPECIFICATIONS REQUIRE FLOWABLE FILL.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITY ELEVATIONS AND GRADES PRIOR TO BEGINNING WORK. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES FROM THE PLANS.
- CONTOUR LINES AND SPOT ELEVATIONS ARE THE RESULT OF DETAILED ENGINEERING GRADING DESIGN AND REFLECT A PLANNED INTENT WITH REGARD TO DRAINAGE AND MOVEMENT OF MATERIALS. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS OF THE INTENT OR ANY PROBLEMS WITH CONTINUITY OF GRADES, THE ENGINEER SHOULD BE CONTACTED IMMEDIATELY PRIOR TO BEGINNING WORK.
- NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES AND ONLY AS APPROVED BY OWNER'S REPRESENTATIVE.
- TOPSOIL IS TO BE STRIPPED FROM ALL CUT AND FILL AREAS. IF POSSIBLE, STOCKPILE AND REDISTRIBUTE A MINIMUM OF 6" OF TOPSOIL OVER FINISHED LANDSCAPED AREAS UNLESS OTHERWISE STATED ON THE LANDSCAPE PLAN.
- FILL MATERIAL REQUIRED SHALL BE PLACED UNDER THE SUPERVISION OF A GEOTECHNICAL TESTING FIRM AND BE BORROWED AT THE CONTRACTOR'S EXPENSE.
- ALL GRADED AREAS, INCLUDING SLOPES, ARE TO BE SODDED OR MULCHED AND SEEDED WITHIN 14 DAYS AFTER GRADING IS SUSPENDED OR COMPLETED.
- ALL SLOPES EQUAL TO OR GREATER THAN 3:1 MUST BE STABILIZED WITHIN 7 DAYS AFTER GRADING IS SUSPENDED OR COMPLETED.
- GRADING OPERATIONS ARE NOT TO BEGIN UNTIL EROSION CONTROL HAS BEEN INSTALLED AS SHOWN ON DRAWINGS, INSPECTED BY CITY OF DEFUNIAK SPRINGS STORMWATER DEPARTMENT, AND THE GRADING PERMIT HAS BEEN ISSUED.
- SILT BARRIERS SHALL BE CLEANED OF ACCUMULATED SEDIMENT OR REPLACED WHEN APPROXIMATELY 33% FILLED WITH SEDIMENT OR DIRECTED BY THE EROSION CONTROL SPECIALIST.
- ALL DIMENSIONS AND LOCATIONS OF TEMPORARY EROSION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DESIGNATED BY THE OWNER'S REPRESENTATIVE.
- WHEN THE TEMPORARY EROSION CONTROL DEVICES ARE NO LONGER NEEDED FOR THE INTENDED PURPOSE IN THE OPINION OF THE DESIGNATED SITE EROSION CONTROL SPECIALIST, THEY MAY BE REMOVED.
- THE CONTRACTOR SHALL PROVIDE THE NECESSARY PROTECTION FOR TREES TO REMAIN IN ACCORDANCE WITH CITY SPECIFICATIONS. DO NOT OPERATE OR STORE HEAVY EQUIPMENT NOR HANDLE OR STORE MATERIALS WITHIN THE DRIP LINES OF TREES TO REMAIN.
- IF NEEDED, CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING. CONTRACTOR TO COORDINATE EXACT LOCATION WITH NPDES DEPARTMENT DURING PRE-CONSTRUCTION MEETING.
- PRIOR TO FINAL ACCEPTANCE AND INSPECTION, SEDIMENT MUST BE REMOVED ALL NEW AND EXISTING STRUCTURES AND WATER QUALITY SYSTEMS.
- CONTRACTOR TO CONTACT ENGINEER PRIOR TO INSTALLATION OF ALL STORMWATER AND UNDERGROUND UTILITY INFRASTRUCTURE ASSOCIATED WITH THE PROJECT IN ORDER TO DETERMINE REQUIRED AS-BUILT INFORMATION.
- CONTRACTOR IS TO ALLOW 30 DAYS FOR THE ENGINEER TO SUBMIT SUCH DETERMINATION TO THE STORMWATER DEPARTMENT FOR THEIR APPROVAL PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- GC IS TO PHOTOGRAPH INSTALLATION OF ALL WATER QUALITY INFRASTRUCTURE.

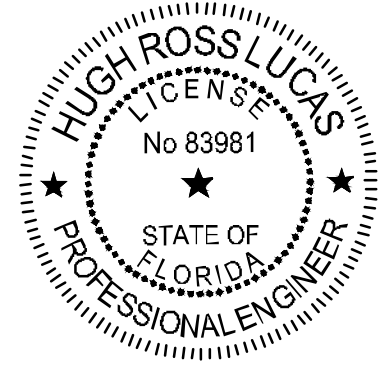
LEGEND

- DW DOMESTIC WATER SERVICE
- G GAS SERVICE
- SAN SANITARY SEWER SERVICE
- OH-E OVERHEAD ELECTRIC SERVICE
- OH-T OVERHEAD TELEPHONE SERVICE
- UD PERVIOUS PAVEMENT UNDERDRAIN
- RD ROOF DRAIN TRUNK LINE
- STORM PIPE (SEE PLANS FOR MATERIAL)
- 562 EXISTING CONTOUR
- 562 PROPOSED CONTOUR
- DRIVEWAY CENTERLINE
- PROPERTY LINE
- Sanitary Sewer Manhole
- Storm Sewer Manhole
- Curb Inlet
- Catch Basin
- NYLOPLAST DRAIN BASIN
- Electric/Communication Pole
- TOP OF CURB SPOT ELEVATION
- BOTTOM OF CURB SPOT ELEVATION
- RETAINING WALL
- TW-XXX.XX
- BW-XXX.XX
- TOP OF WALL
- FINISHED GRADE AT BOTTOM OF WALL



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SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

DATE	DESCRIPTION
07/21/2024	DEVELOPMENT REVIEW FROM SUBMITTAL
09/06/2024	REVISED PER ALL COMMENTS

SITE GRADING
PLAN

C2.0



Know what's below.
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ROOF DRAIN NOTE:
ALL ROOF DRAINAGE/DOWNSPOUTS IS TO BE
DIRECTED TO STORMWATER FACILITY / INLETS.

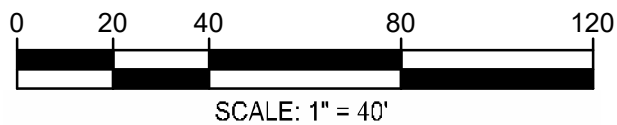
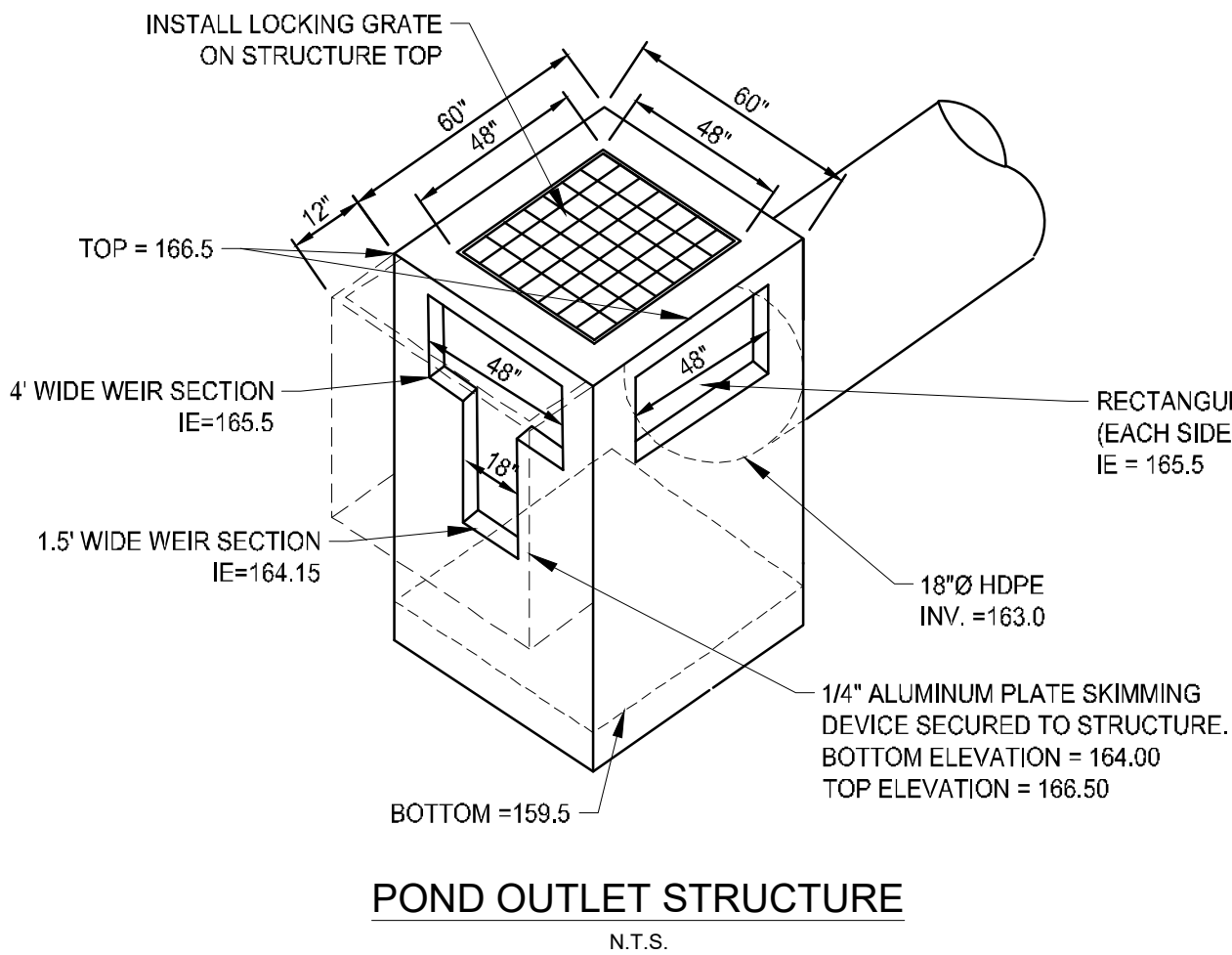
PROPOSED
±11,020 SF FSER
FFE = 176.0

DRY RETENTION / DETENTION BASIN
TOP = 167.0
BOTTOM = 163.0

DRY RETENTION / DETENTION BASIN
TOP = 167.0
BOTTOM = 163.0

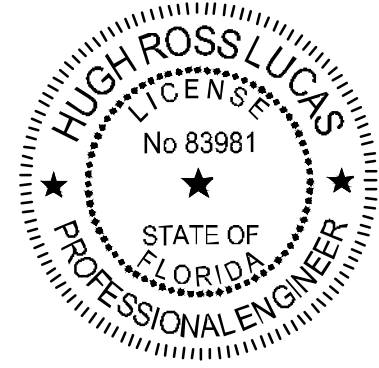
STRUCTURE TABLE				
STRUCTURE	TYPE	T.C.	PIPE IN : I.E.	PIPE OUT : I.E.
STM-A1	24 INCH WINGED HEADWALL		STM-A2 - STM-A1 - 24" HDPE (NW) : 163.00	
STM-A2	SINGLE CURB INLET	166.92	STM-A3 - STM-A2 - 24" HDPE (NW) : 163.00	STM-A2 - STM-A1 - 24" HDPE (SE) : 163.00
STM-A3	SINGLE CURB INLET	166.94	STM-A4 - STM-A3 - 24" HDPE (NE) : 163.00 STM-E1 - STM-A3 - 18" HDPE (NW) : 163.00	STM-A3 - STM-A2 - 24" HDPE (SE) : 163.00
STM-A4	SINGLE CURB INLET	167.59	STM-A5 - STM-A4 - 24" HDPE (N) : 163.48 STM-B1 - STM-A4 - 18" HDPE (W) : 163.48	STM-A4 - STM-A3 - 24" HDPE (SW) : 163.38
STM-A5	SINGLE CURB INLET	171.93	STM-A6 - STM-A5 - 24" HDPE (NE) : 165.47	STM-A5 - STM-A4 - 24" HDPE (S) : 165.37
STM-A6	SINGLE CURB INLET	172.64	STM-A7 - STM-A6 - 18" HDPE (N) : 166.50 STM-D1 - STM-A6 - 18" HDPE (E) : 166.50	STM-A6 - STM-A5 - 24" HDPE (SW) : 166.40
STM-A7	SINGLE CURB INLET	174.51	STM-A8 - STM-A7 - 18" HDPE (NW) : 167.88 STM-C1 - STM-A7 - 18" HDPE (E) : 167.88	STM-A7 - STM-A6 - 18" HDPE (S) : 167.78
STM-A8	SINGLE CURB INLET	173.81	STM-A9 - STM-A8 - 18" HDPE (N) : 169.79	STM-A8 - STM-A7 - 18" HDPE (SE) : 169.69
STM-A9	TYPE C CURB INLET	173.59		STM-A9 - STM-A8 - 18" HDPE (S) : 170.04
STM-B1	SINGLE CURB INLET	170.96	STM-B2 - STM-B1 - 15" HDPE (N) : 165.83	STM-B1 - STM-A4 - 18" HDPE (E) : 165.73
STM-B2	SINGLE CURB INLET	173.41	STM-B3 - STM-B2 - 15" HDPE (N) : 169.23	STM-B2 - STM-B1 - 15" HDPE (S) : 169.13
STM-B3	SINGLE CURB INLET	174.24		STM-B3 - STM-B2 - 15" HDPE (S) : 170.89
STM-C1	SINGLE CURB INLET	173.39	STM-C2 - STM-C1 - 18" HDPE (E) : 168.66	STM-C1 - STM-A7 - 18" HDPE (W) : 168.56
STM-C2	SINGLE CURB INLET	173.39		STM-C2 - STM-C1 - 18" HDPE (W) : 169.74
STM-D1	SINGLE CURB INLET	170.38	STM-D2 - STM-D1 - 18" HDPE (E) : 166.66	STM-D1 - STM-A6 - 18" HDPE (W) : 166.56
STM-D2	SINGLE CURB INLET	170.42		STM-D2 - STM-D1 - 18" HDPE (W) : 166.96
STM-E1	24 INCH WINGED HEADWALL			STM-E1 - STM-A3 - 18" HDPE (SE) : 163.00
STM-F1	24 INCH WINGED HEADWALL		STM-F2 - STM-F1 - 18" HDPE (N) : 160.00	
STM-F2	POND OUTLET STRUCTURE	163.00		STM-F2 - STM-F1 - 18" HDPE (S) : 160.33

PIPE TABLE				
NAME	MATERIAL	DIA.	APPROX. LENGTH	SLOPE
STM-A2 - STM-A1	HDPE	24"	31'	0.00%
STM-A3 - STM-A2	HDPE	24"	28'	0.00%
STM-A4 - STM-A3	HDPE	24"	76'	0.50%
STM-A5 - STM-A4	HDPE	24"	51'	3.69%
STM-A6 - STM-A5	HDPE	24"	93'	1.00%
STM-A7 - STM-A6	HDPE	18"	128'	1.00%
STM-A8 - STM-A7	HDPE	18"	90'	2.00%
STM-A9 - STM-A8	HDPE	18"	12'	2.00%
STM-B1 - STM-A4	HDPE	18"	127'	1.77%
STM-B2 - STM-B1	HDPE	15"	47'	7.00%
STM-B3 - STM-B2	HDPE	15"	166'	1.00%
STM-C1 - STM-A7	HDPE	18"	14'	5.00%
STM-C2 - STM-C1	HDPE	18"	29'	3.77%
STM-D1 - STM-A6	HDPE	18"	6'	1.00%
STM-D2 - STM-D1	HDPE	18"	30'	1.00%
STM-E1 - STM-A3	HDPE	18"	24'	0.00%
STM-F2 - STM-F1	HDPE	18"	37'	0.89%



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SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

DATE	DESCRIPTION
07/31/2024	DEVELOPMENT REVIEW FROM SUBMITTAL
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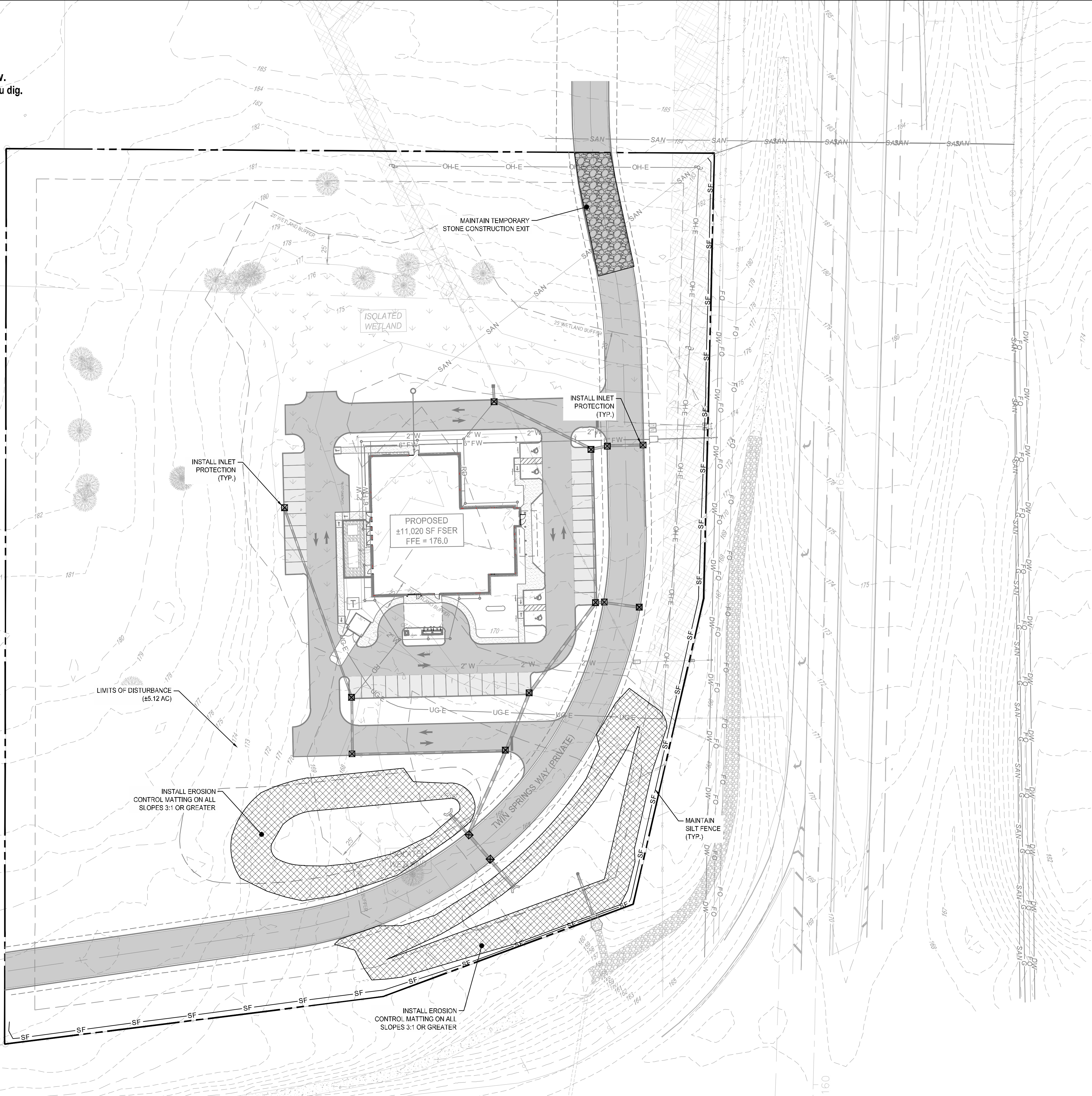
SITE DRAINAGE
PLAN

C2.1



Know what's below.
Call before you dig.

Friday, October 11, 2024
C:\1131-107\1131-107 Defunia Springs FSER\1131-107 Intermediate EPSC Plan.dwg



GENERAL NOTES:

1. GENERAL CONTRACTOR (GC) IS TO CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
2. GC SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. GC SHALL TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ALL CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
3. GC SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND OR OVERHEAD ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF ELECTRICAL WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN.
4. IN EASEMENTS AND RIGHTS-OF-WAY, GC SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT WHERE NOTED.
5. GC IS TO PHOTOGRAPH ALL EXISTING CONDITIONS PRIOR TO INITIATING CONSTRUCTION.
6. CLEAR THE ENTIRE CONSTRUCTION AREA OF ALL WEEDS, BUSHES, TREES NOTED FOR REMOVAL OR WITHIN GRADING BOUNDARY, STUMPS, ASPHALT, CONCRETE, CURBS AND OTHER PROTRUDING OBSTRUCTIONS NOT DESIGNATED TO REMAIN.
7. ALL MATERIALS NOT TO REMAIN ARE TO BE DISPOSED OF OFF SITE AT A PROPERLY PERMITTED LOCATION.
8. GC IS RESPONSIBLE FOR CLEANING AND MAINTAINING HAUL ROUTES AND CONTROLLING DUST. CLEANING SHOULD BE CONTINUOUS DURING ACTIVE WORK.
9. GC IS RESPONSIBLE FOR ALL NECESSARY EROSION CONTROL TO KEEP SEDIMENT ON SITE, EVEN IF IT IS NOT DIRECTLY SHOWN ON THE PLANS. ANY EROSION CONTROL NEEDED NOT SHOWN ON THE PLANS SHALL BE MARKED ON THE PLANS.
10. GC SHALL NOT DISTURB EXISTING CONDITIONS OUTSIDE OF THE PROJECT PROPERTY UNLESS SHOWN ON THE PLANS OR WITH PERMISSION OF THE PROPERTY OWNER. ANY UNAUTHORIZED DAMAGES SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
11. ALL CURB AND GUTTER TO BE DEMOLISHED SHALL BE REMOVED TO THE NEAREST JOINT. CONTRACTOR TO FIELD VERIFY LIMITS AS JOINTS ARE NOT SHOWN ON THE PLANS.

EROSION & SEDIMENT CONTROL NOTES:

1. ALL PERIMETER MEASURES MUST BE IN PLACE BEFORE GRADING.
2. ALL STOCKPILES ARE TO BE CONTAINED ON THE PROJECT PROPERTY UNLESS WRITTEN PERMISSION IS GIVEN BY THE ADJACENT PROPERTY OWNER. INSTALL SILT FENCE AT THE BASE OF ANY STOCKPILES.
3. ALL GRADED SLOPES 3:1 OR STEEPER AND DITCH BOTTOMS SHALL RECEIVE PROPER EROSION CONTROL BLANKETS/MATTING OR SOD.
4. ALL FIELD ADJUSTMENT OF EROSION CONTROL MEASURES SHALL BE NOTED ON THE PLANS KEPT IN THE JOB TRAILER.
5. WHEN THE TEMPORARY EROSION CONTROL DEVICES ARE NO LONGER NEEDED FOR THE INTENDED PURPOSE IN THE OPINION OF THE DESIGNATED SITE EROSION CONTROL SPECIALIST, THEY MAY BE REMOVED.
6. CONTRACTOR TO PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING. CONTRACTOR TO COORDINATE EXACT LOCATION WITH NPDES DEPARTMENT DURING PRECONSTRUCTION MEETING. CONTROL OF OTHER SITE WASTES SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTES THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY IS ALSO REQUIRED BY THE GRADING PERMITTEE. LOCATION OF AND/OR NOTES REFERRING TO THESE BMP'S SHALL BE SHOWN ON THE EPSC PLAN.
7. ALL DISTURBED AREAS ARE TO BE PERMANENTLY STABILIZED PER THE LANDSCAPE PLAN. ALL AREAS NOT OTHERWISE RECEIVING SOD OR OTHER PLANTING SHALL RECEIVE SEED AND STRAW PER THE SPECIFICATIONS INCLUDED WITHIN TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK.
8. NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES AND ONLY AS APPROVED BY OWNER'S REPRESENTATIVE.
9. ALL GRADED AREAS, INCLUDING SLOPES, ARE TO BE SODDED OR MULCHED AND SEEDED WITHIN 14 DAYS AFTER GRADING IS SUSPENDED OR COMPLETED.
10. ALL SLOPES EQUAL TO OR GREATER THAN 3:1 MUST BE STABILIZED WITHIN 7 DAYS AFTER GRADING IS SUSPENDED OR COMPLETED.
11. GRADING OPERATIONS ARE NOT TO BEGIN UNTIL EROSION CONTROL HAS BEEN INSTALLED AS SHOWN ON DRAWINGS, INSPECTED BY DEFUNIAK SPRINGS STORMWATER DEPARTMENT, AND THE GRADING PERMIT HAS BEEN ISSUED.
12. SILT BARRIERS SHALL BE CLEANED OF ACCUMULATED SEDIMENT OR REPLACED WHEN APPROXIMATELY 33% FILLED WITH SEDIMENT OR DIRECTED BY THE EROSION CONTROL SPECIALIST.
13. ALL DIMENSIONS AND LOCATIONS OF TEMPORARY EROSION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DESIGNATED BY THE OWNER'S REPRESENTATIVE.
14. THE CONTRACTOR SHALL PROVIDE THE NECESSARY PROTECTION FOR TREES TO REMAIN IN ACCORDANCE WITH CITY SPECIFICATIONS. DO NOT OPERATE OR STORE HEAVY EQUIPMENT NOR HANDLE OR STORE MATERIALS WITHIN THE DRIP LINES OF TREES TO REMAIN.
15. PRIOR TO FINAL ACCEPTANCE AND INSPECTION, SEDIMENT MUST BE REMOVED ALL NEW AND EXISTING STRUCTURES AND WATER QUALITY SYSTEMS.

EROSION CONTROL LEGEND:

- INLET PROTECTION
- WIRE BACKED SILT FENCE, WEIGHTED SEDIMENT TUBE OR APPROVED EQUAL
- LIMITS OF DISTURBANCE
- CONSTRUCTION ENTRANCE/EXIT
- CONCRETE WASHOUT AREA
- ROCK CHECK DAM
- DIVERSION DITCH
- EROSION CONTROL MATTING
- ROCK FILTER RING

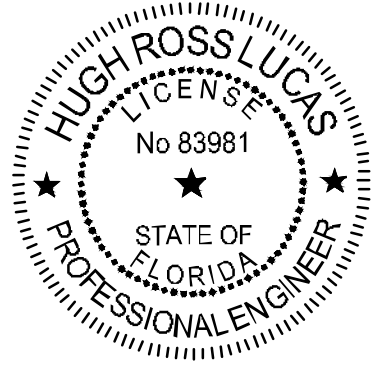
LEGEND

- IRON ROD (OLD)
- BENCHMARK
- CATCH BASIN
- FIRE HYDRANT
- SEWER MANHOLE
- EXISTING TREE
- WATER VALVE
- WATER METER
- IRON ROD (NEW)
- UTILITY POLE

NOTE: ONCE SITE IS STABILIZED FOR U&O RELEASE ALL REMAINING ESPC MEASURES SHOULD BE REMOVED AND DISPOSED OF IN A PROPER MANNER

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SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

DATE	DESCRIPTION
07/31/2024	DEVELOPMENT REVIEW FROM SUBMITTAL
09/06/2024	REVISED PER ALL COMMENTS

INTERMEDIATE
EPSC PLAN

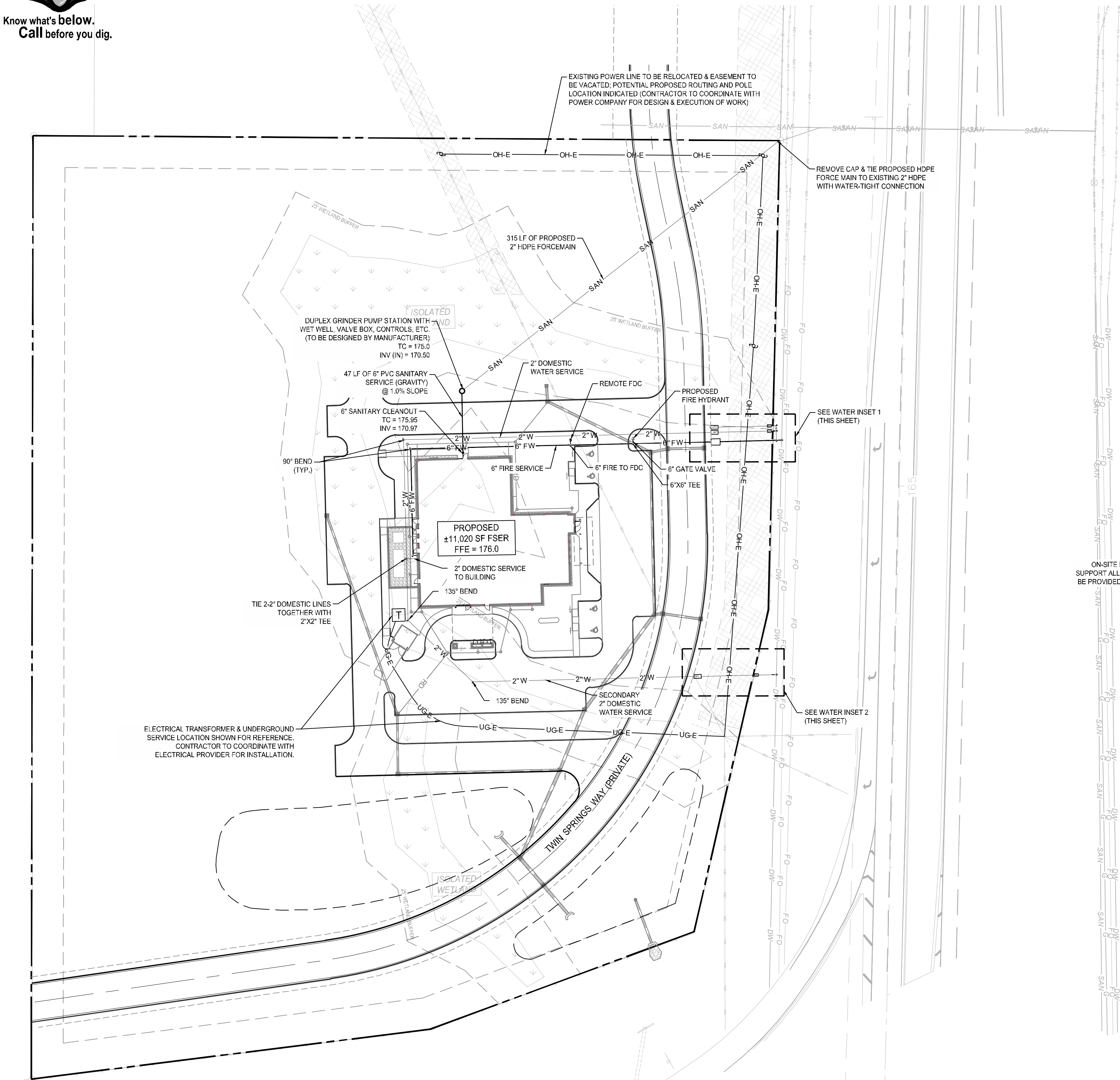
C2.2

1131-107 DEFUNIAK SPRINGS FSER



Know what's below.
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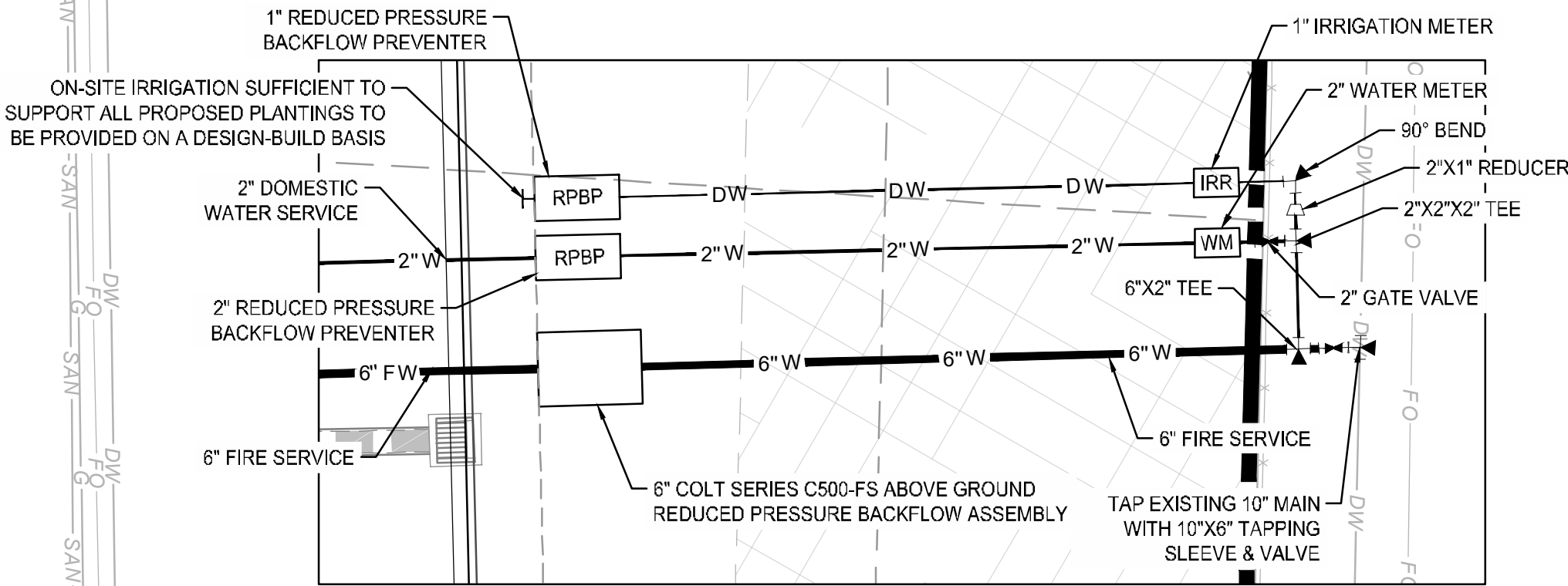
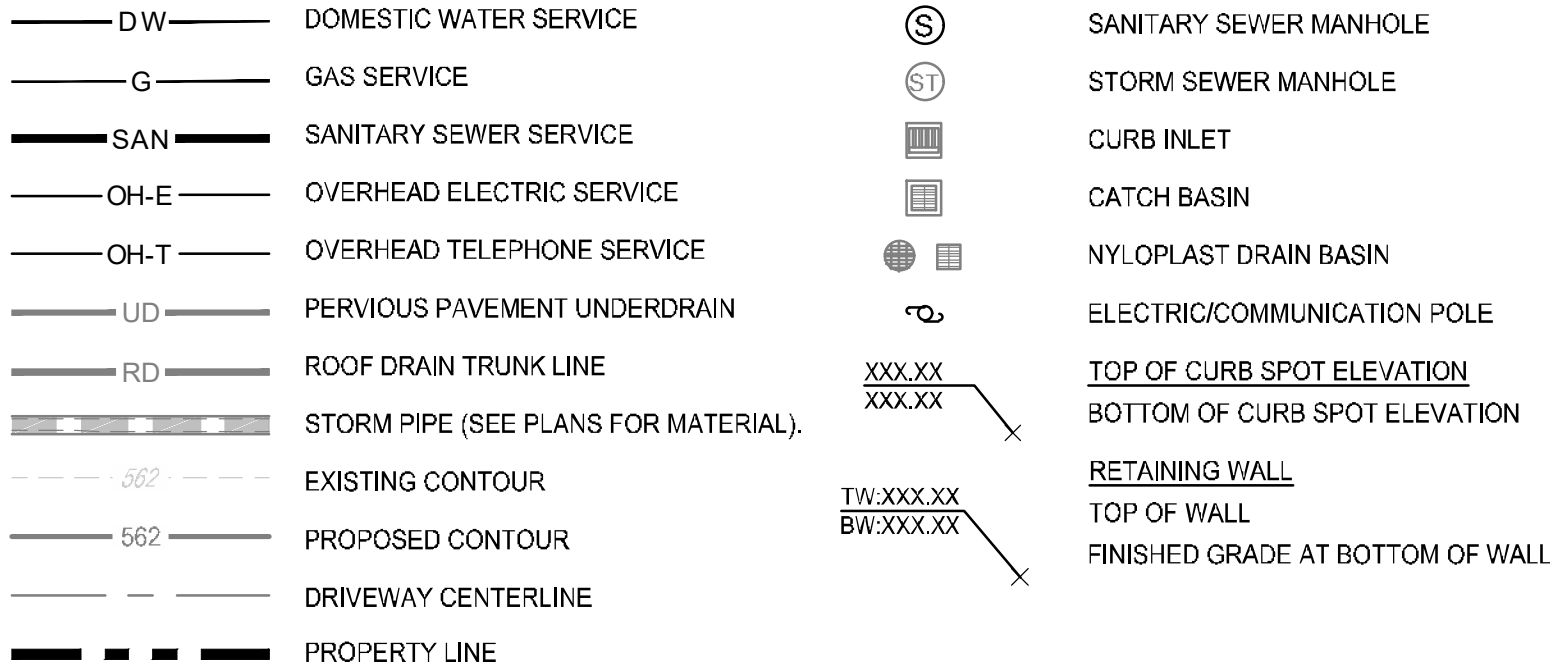
Friday, October 11, 2024
11:13 AM
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UTILITY NOTES:

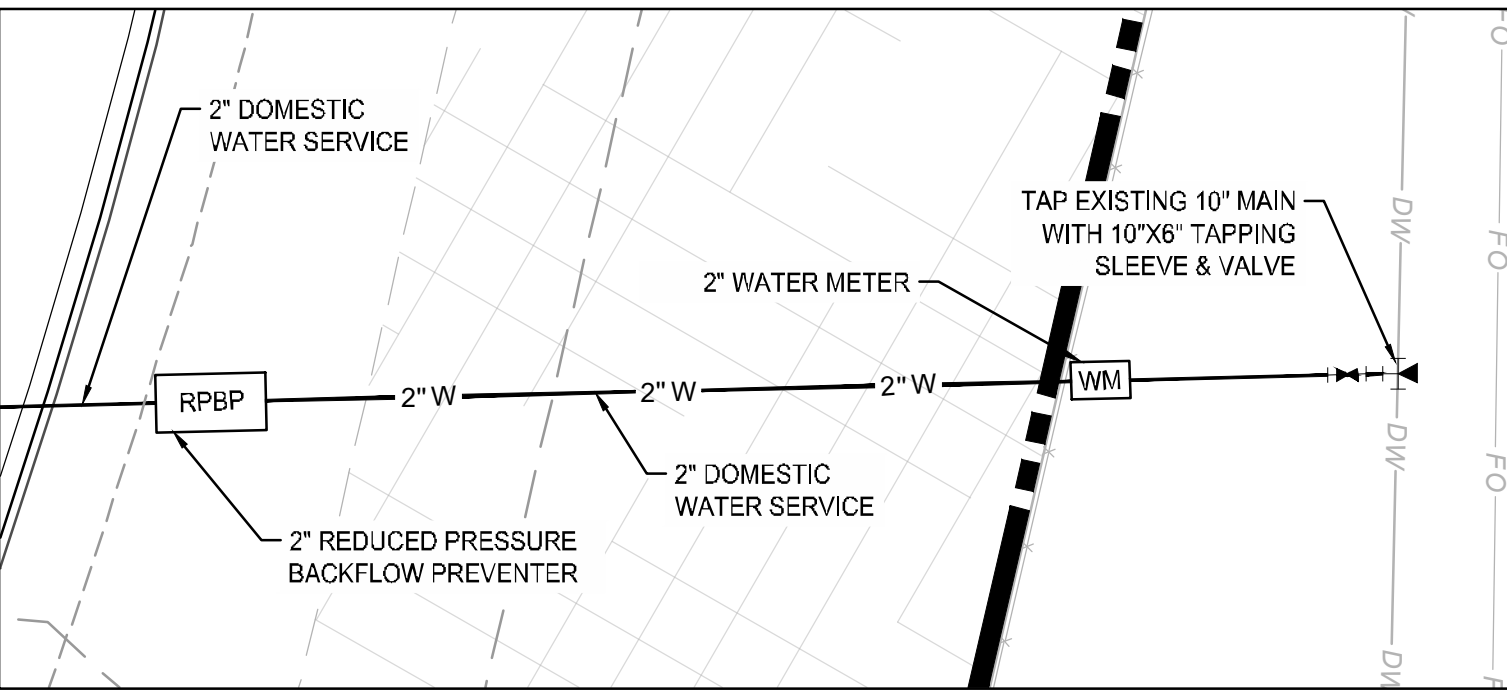
- ALL PIPES UNDER EXISTING PAVED AREAS SHALL BE BACKFILLED TO TOP OF SUBGRADE WITH CRUSHED STONE UNLESS PUBLIC WORKS SPECIFICATIONS REQUIRE FLOWABLE FILL.
- WHERE SEWER LINES PASS OVER OR WITHIN 2.5' OF WATER MAINS, THE SEWER SHALL BE ENCASED IN CONCRETE.
- ALL PAVED AREAS SHALL BE CONSTRUCTED TO SUBGRADE AND ALL PROPOSED FILLS SHALL BE MADE AND COMPACTED PRIOR TO CONSTRUCTION OF SANITARY SEWERS.
- PROPOSED SEWER LINES INSTALLED WITHIN NATURAL EARTH MAY BE SDR 35 PVC. PROPOSED SEWER LINES INSTALLED WITHIN FILL MUST BE DUCTILE IRON PIPE.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL BENDS, JOINTS, AND FITTINGS REQUIRED TO CONSTRUCT UTILITIES.
- THE CONTRACTOR SHALL VERIFY THE EXISTING INVERT ELEVATIONS OF SANITARY SEWERS PRIOR TO CONSTRUCTION.
- ALL WATER METERS WILL BE PURCHASED FROM CITY OF DEFUNIAK SPRINGS.
- A MINIMUM OF 3' OF GROUND COVER SHALL BE MAINTAINED OVER ALL PROPOSED SANITARY SEWER MAINS.
- SEE MECHANICAL AND PLUMBING DRAWINGS FOR EXACT LOCATIONS OF SEWER CONNECTIONS, WATER CONNECTIONS, AND GAS CONNECTIONS. THE UTILITY CONTRACTOR IS TO INSTALL PROPOSED UTILITIES TO WITHIN 5' OF THE BUILDING LINE. A LICENSED SPRINKLER CONTRACTOR MUST INSTALL SPRINKLER SYSTEM PIPING FROM POINT OF SERVICE, IF APPLICABLE.
- ALL UTILITY INSTALLATION IS TO BE DONE IN ACCORDANCE WITH THE LOCAL STANDARDS OR OTHER APPLICABLE CODES.
- GC SHALL REVIEW CITY OF DEFUNIAK UTILITY SPECIFICATIONS PRIOR TO INITIATING WORK.
- CURRENT SERVICE TO EXISTING STRUCTURES SHALL NOT BE INTERRUPTED WITHOUT ADVANCED WRITTEN PERMISSION FROM THE OWNER.
- CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES AND THE REQUIREMENTS OF THE LOCAL UTILITY COMPANIES.
- THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND INVERT OF ALL EXISTING UTILITIES AND STORM DRAINAGE. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR TO CONTRACTOR-CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR TO COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.

LEGEND



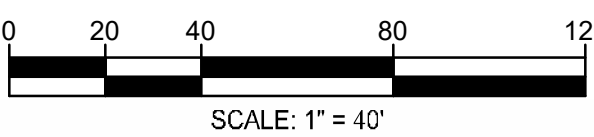
WATER INSET 1

SCALE: 1" = 10'



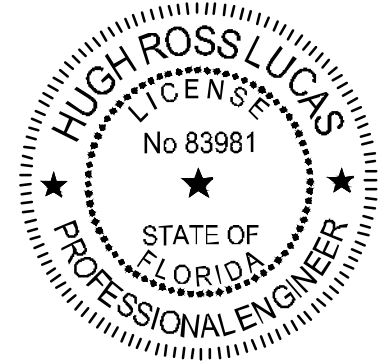
WATER INSET 2

SCALE: 1" = 10'



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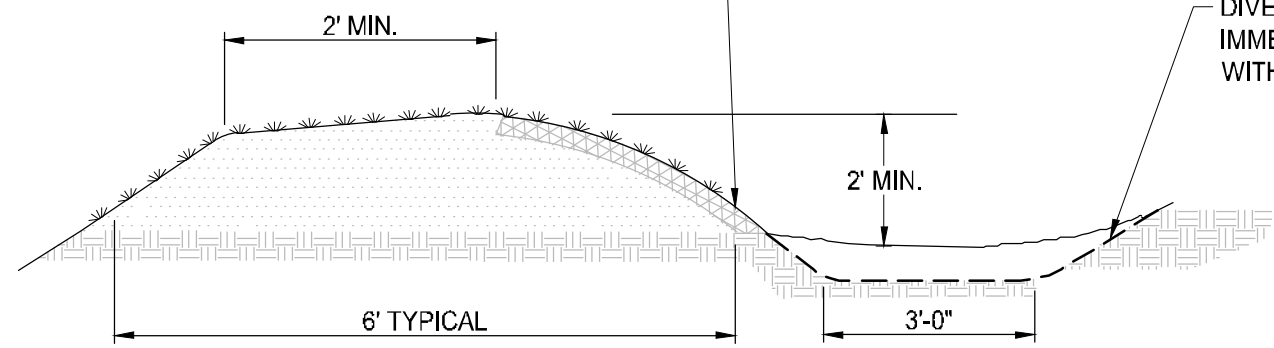
SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

DATE	DESCRIPTION
07/31/2024	DEVELOPMENT REVIEW FROM SUBMITTAL
09/05/2024	REVISED PER ALL COMMENTS

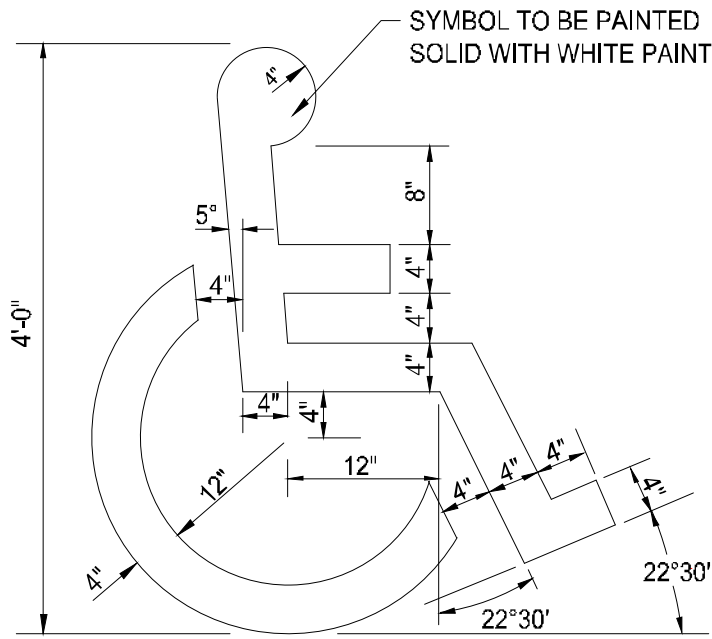
SITE UTILITY
PLAN

C3.0

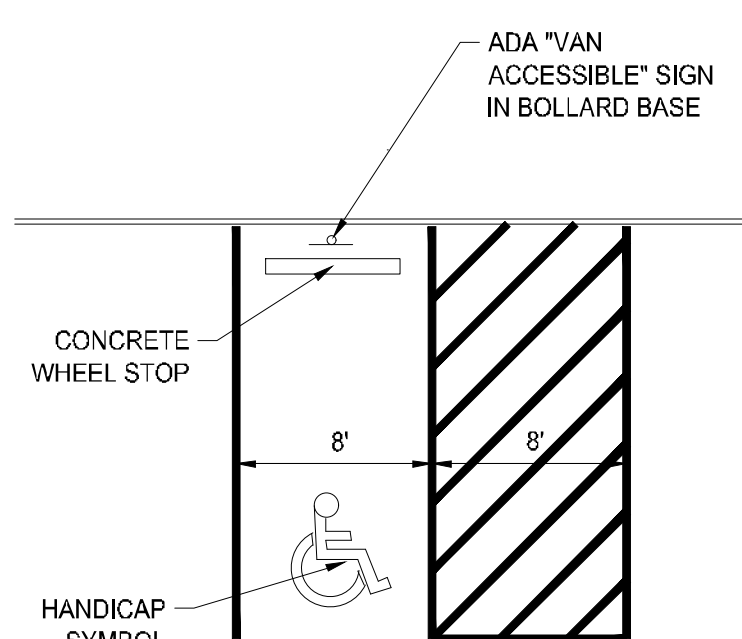
INSTALL NORTH AMERICAN GREEN C250 PERMANENT TURN REINFORCEMENT MAT IN BOTTOM AND ON SIDE SLOPES (MINIMUM OF 2 VERTICAL FEET ON SIDE SLOPES) OF CHANNEL. SEED BOTTOM AND SIDE SLOPES OF CHANNEL PRIOR TO INSTALLATION OF MATTING PER MANUFACTURER'S SPECIFICATIONS.



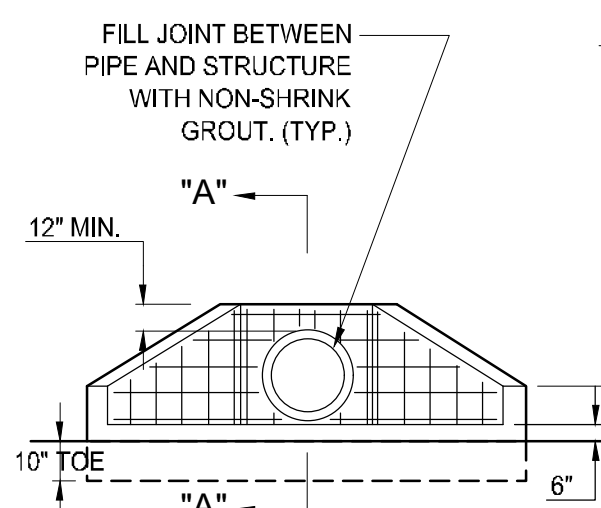
TEMPORARY EARTH DIVERSION DITCH
N.T.S.



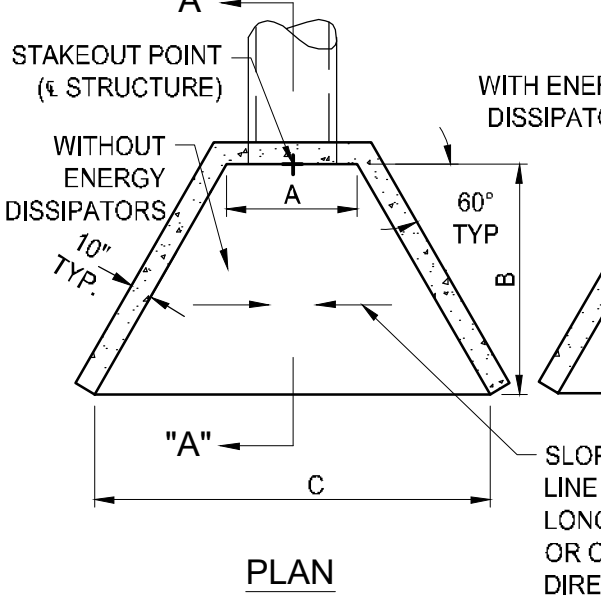
ADA SYMBOL DETAIL
N.T.S.



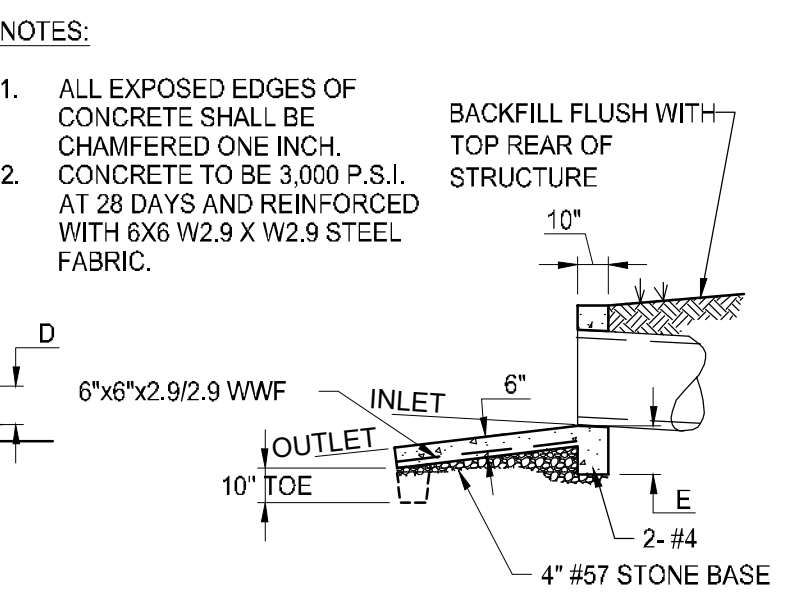
ADA PARKING LAYOUT
N.T.S.



ELEVATION



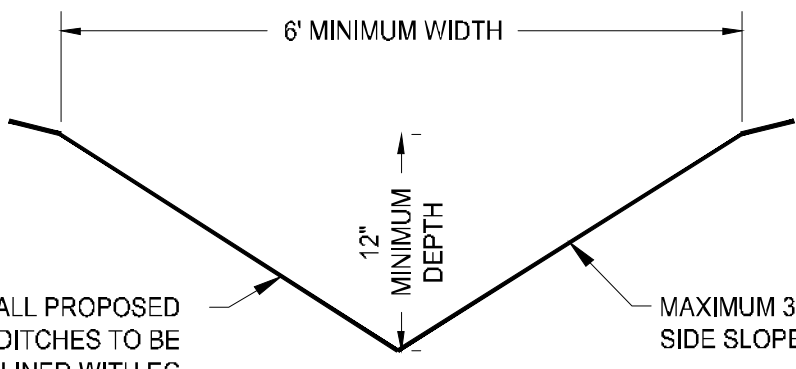
PLAN



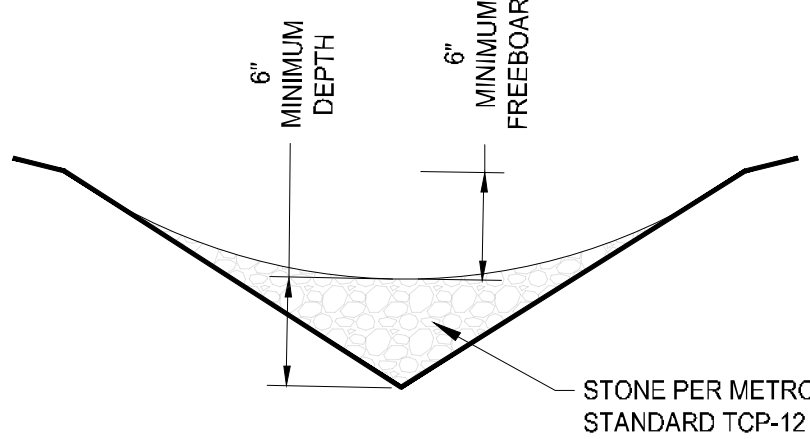
SECTION "A-A"

PIPE DIA.	A	B	C	D	E
12"	20"	30"	60"	6"	8"
15"	23"	36"	72"	6"	8"
18"	28"	42"	84"	9"	8"
24"	34"	48"	96"	9"	8"
30"	40"	54"	108"	12"	10"
36"	48"	60"	120"	15"	10"
42"	54"	66"	132"	18"	10"
48"	60"	72"	144"	21"	12"
54"	66"	78"	156"	24"	12"
60"	72"	84"	168"	24"	12"

PRECAST CONCRETE WINGED HEADWALL
N.T.S.

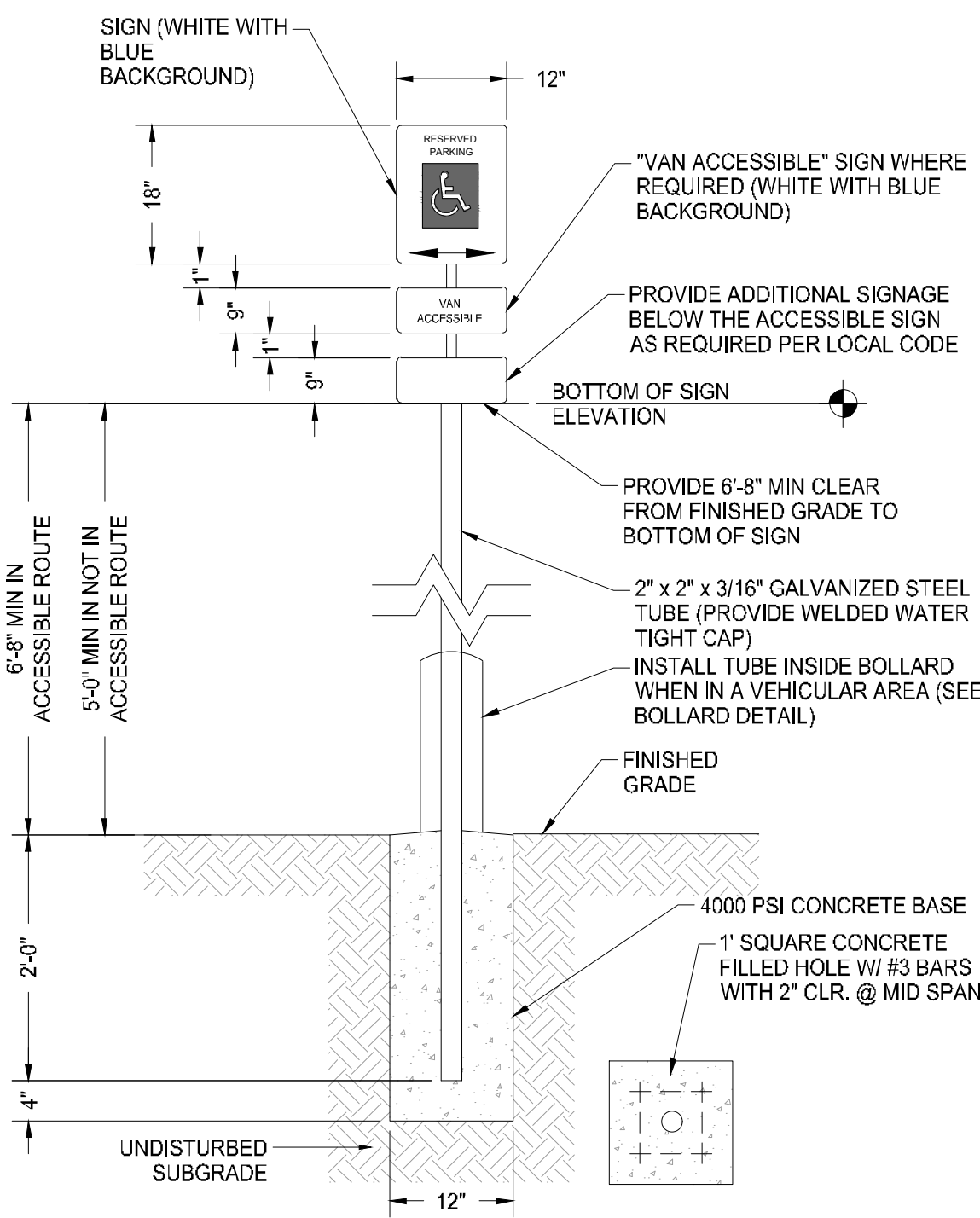


DRAINAGE DITCH SECTION
N.T.S.

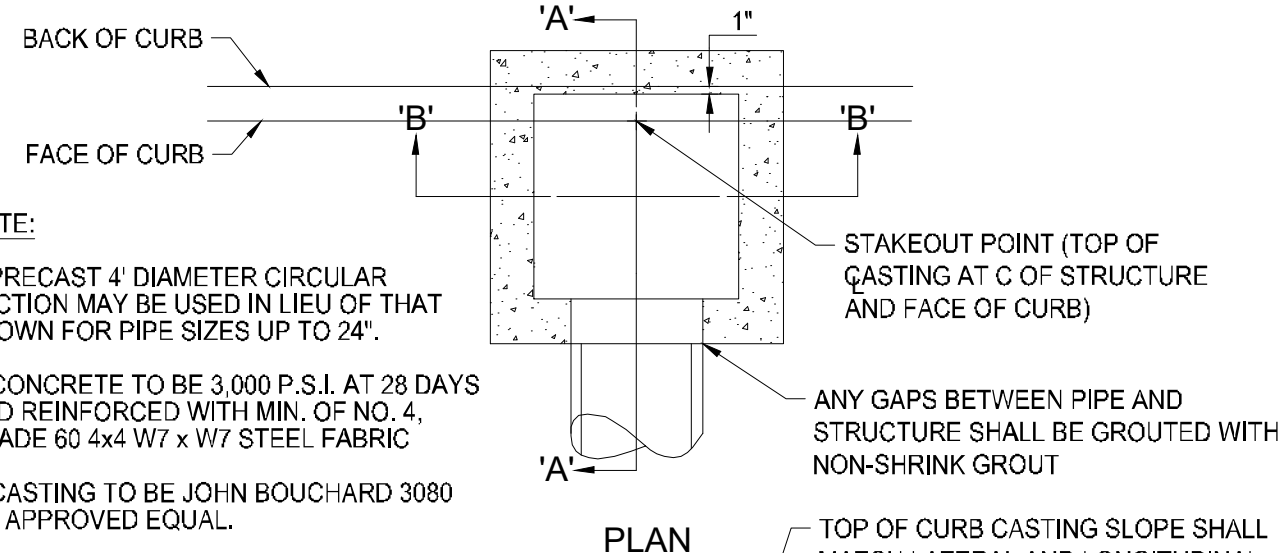


ROCK CHECK DAM DETAIL
N.T.S.

- NOTES:
- THE R7-8 SIGN SHOULD BE USED TO DEFINE WHICH PARKING SPACE OR SPACES ARE RESERVED FOR THE DISABLED OR WHEELCHAIR ACCESSIBLE IN ACCORDANCE WITH STATE & LAW ORDINANCE.
 - PARKING SPACES SIGNED AS WHEEL CHAIR ACCESSIBLE PARKING SPACES MUST BE SUPPLEMENTED WITH PAVEMENT MARKINGS WHERE THERE IS A SUITABLE PAVEMENT SURFACE.
 - ATTACH SIGNAGE TO TUBE WITH 3/8" CADMIUM PLATED BOLTS, NUTS AND WASHERS.

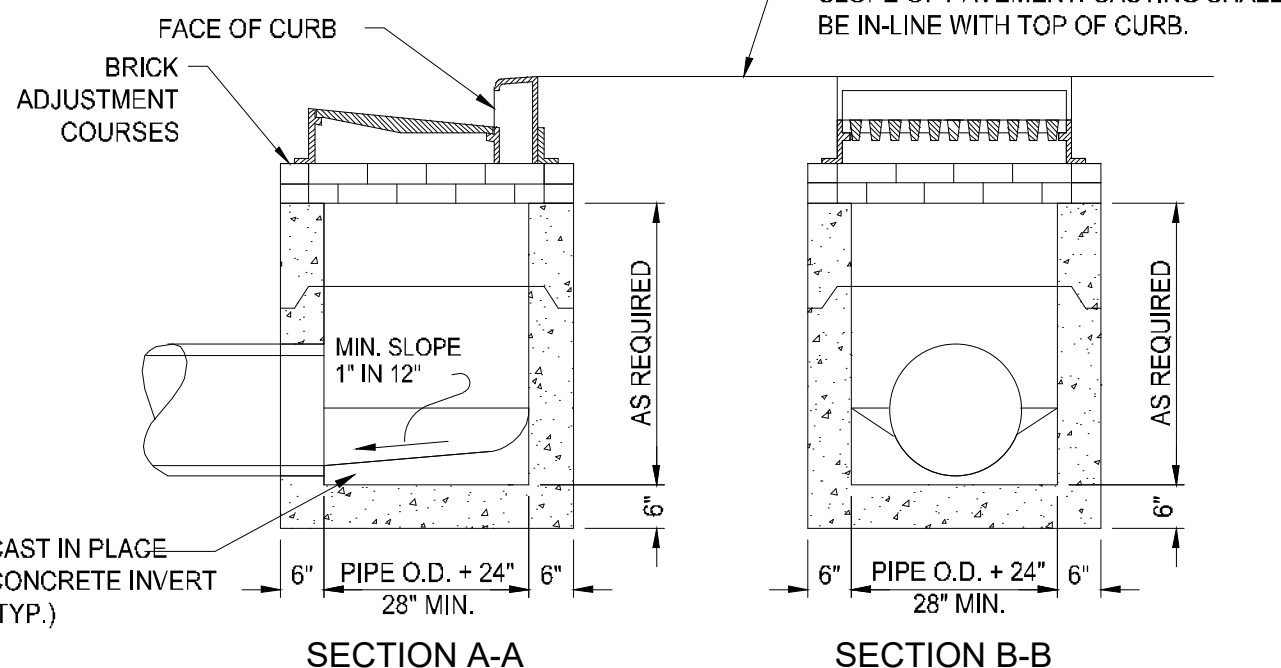


ACCESSIBLE PARKING SIGN
N.T.S.



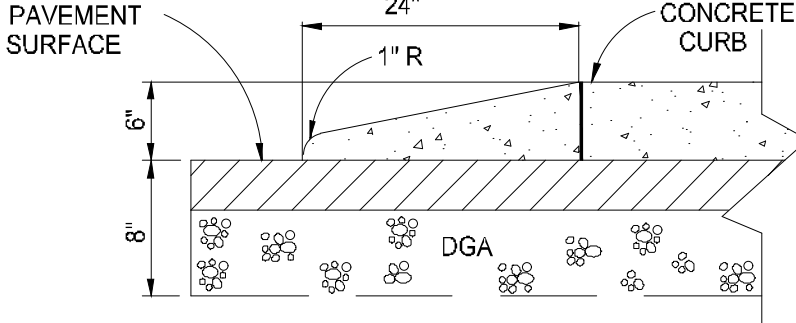
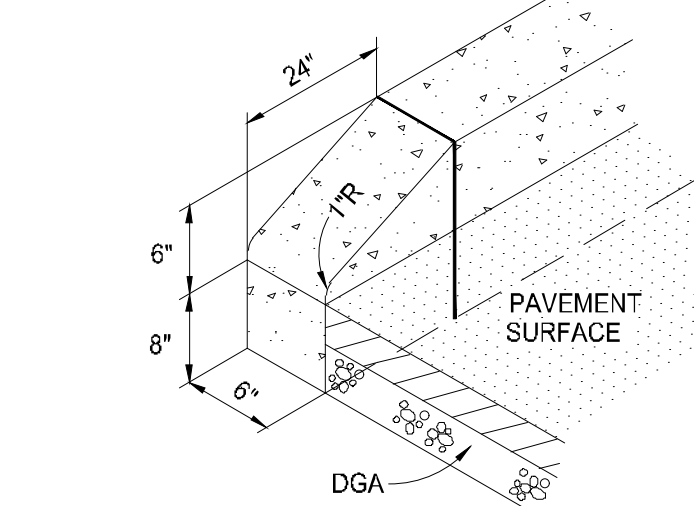
PLAN

- NOTE:
- PRECAST 4' DIAMETER CIRCULAR SECTION MAY BE USED IN LIEU OF THAT SHOWN FOR PIPE SIZES UP TO 24".
 - CONCRETE TO BE 3,000 P.S.I. AT 28 DAYS AND REINFORCED WITH MIN. OF NO. 4, GRADE 60 3/4" X 7'7" STEEL FABRIC.
 - CASTING TO BE JOHN BOUCHARD 3080 OR APPROVED EQUAL.

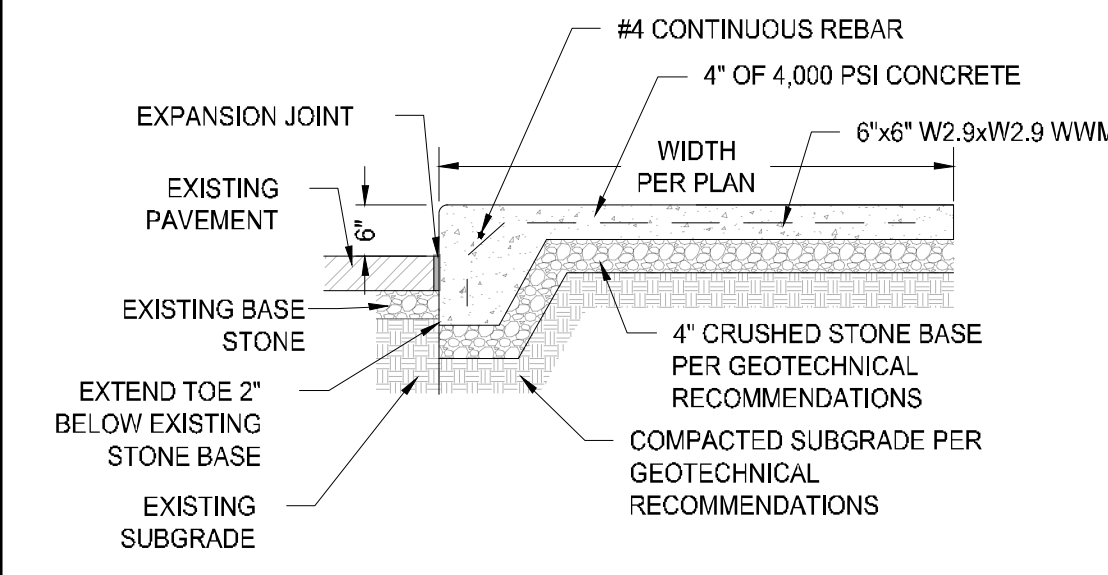


SINGLE PRECAST CURB INLET
N.T.S.

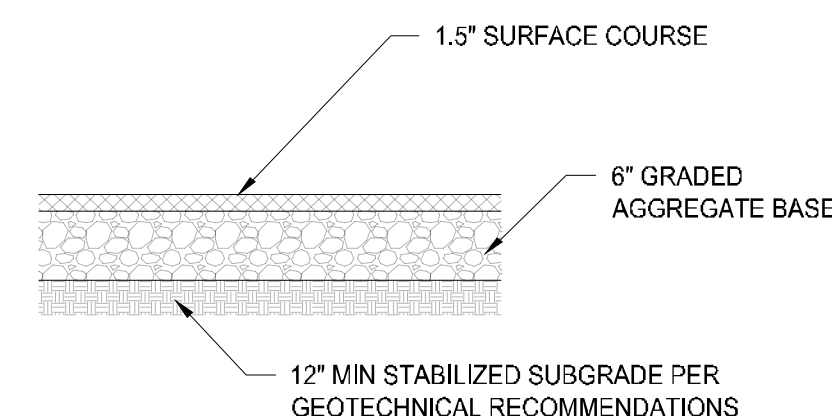
CASTING TO BE MARKED "NO DUMPING, DRAINS TO RIVER".



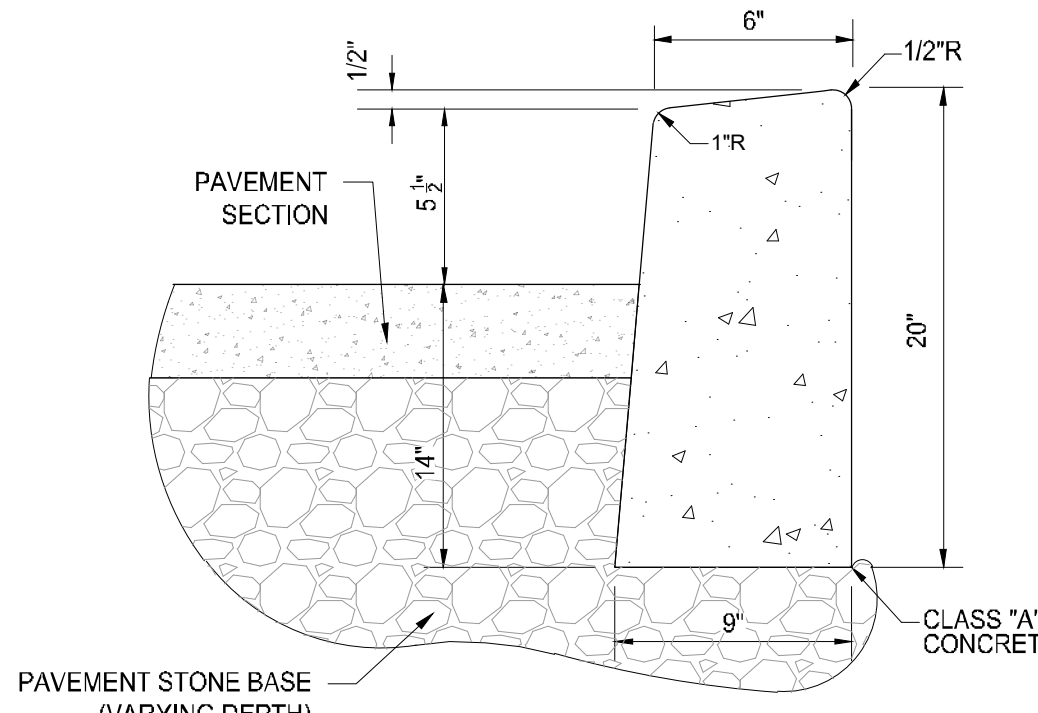
HEAVY DUTY ASPHALT PAVEMENT SECTION
N.T.S.



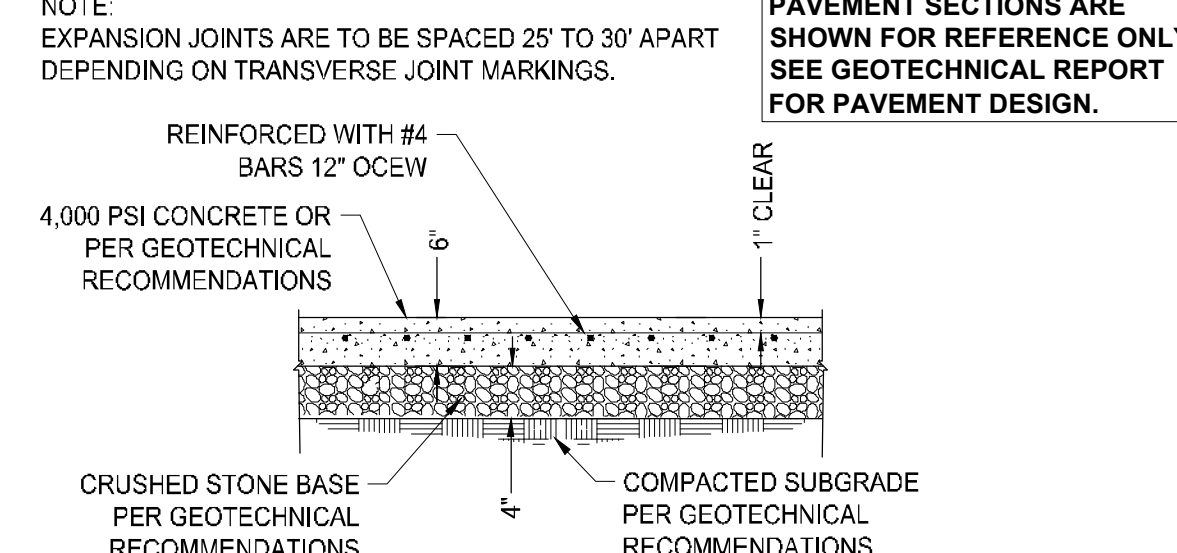
INTEGRAL CONCRETE CURB AND WALK
N.T.S.



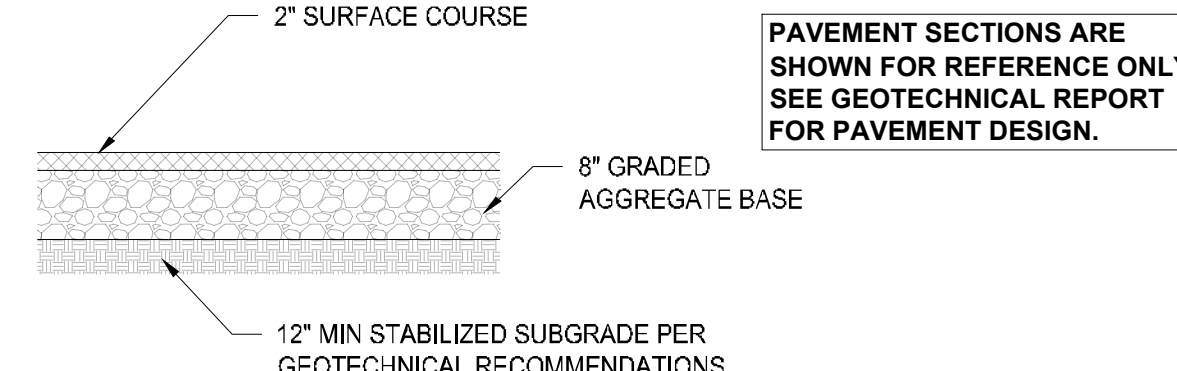
LIGHT DUTY ASPHALT PAVEMENT SECTION
N.T.S.



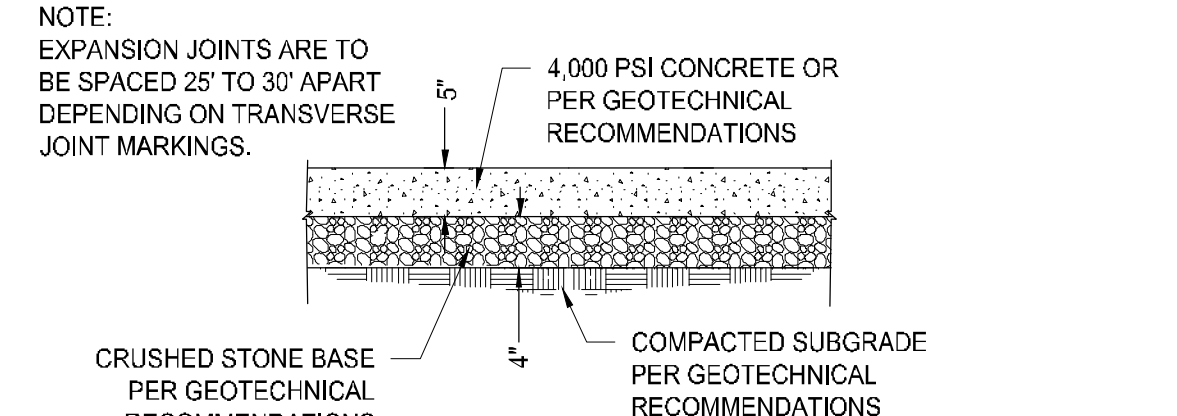
6" POST CURB
N.T.S.



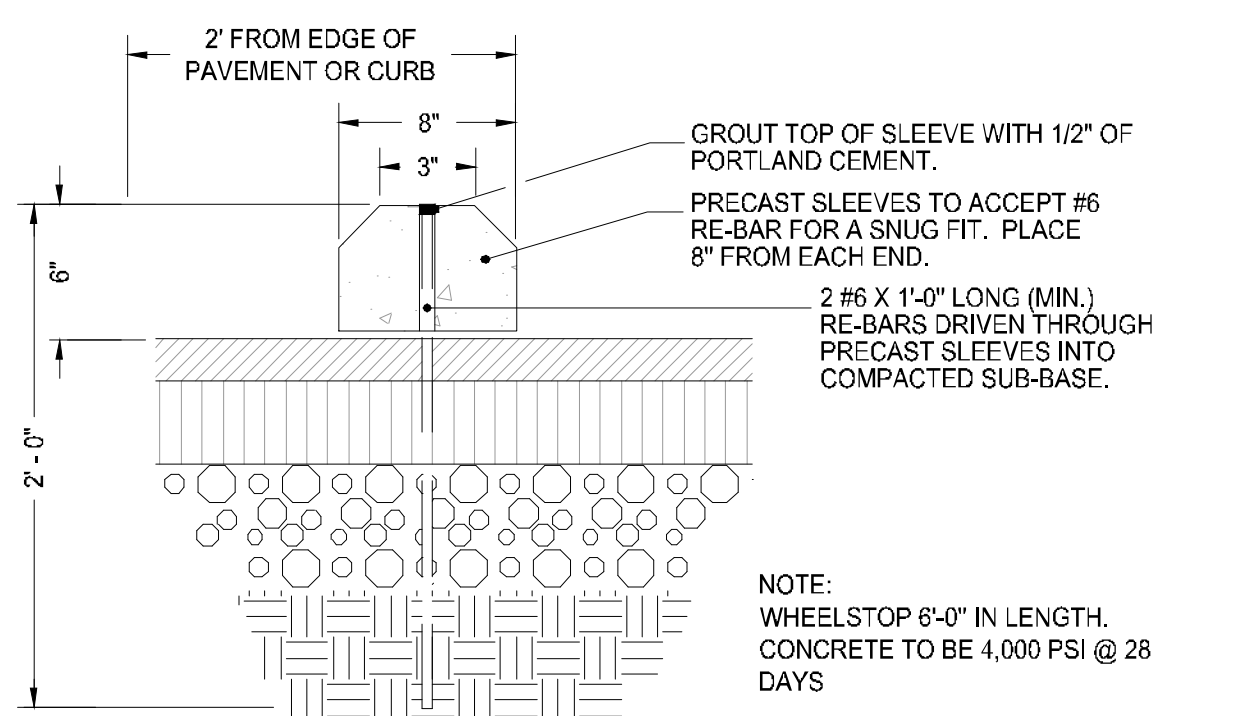
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N.T.S.



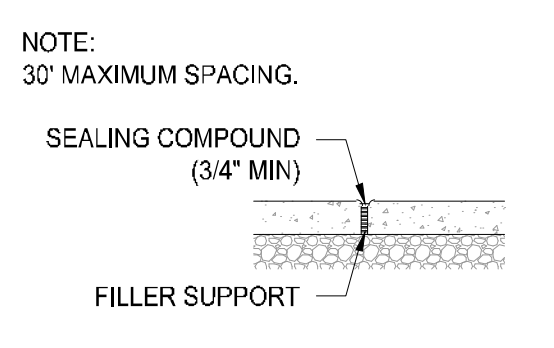
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N.T.S.



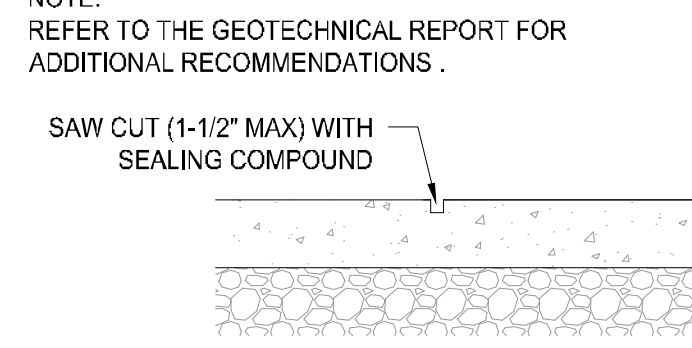
CONCRETE SIDEWALK SECTION
N.T.S.



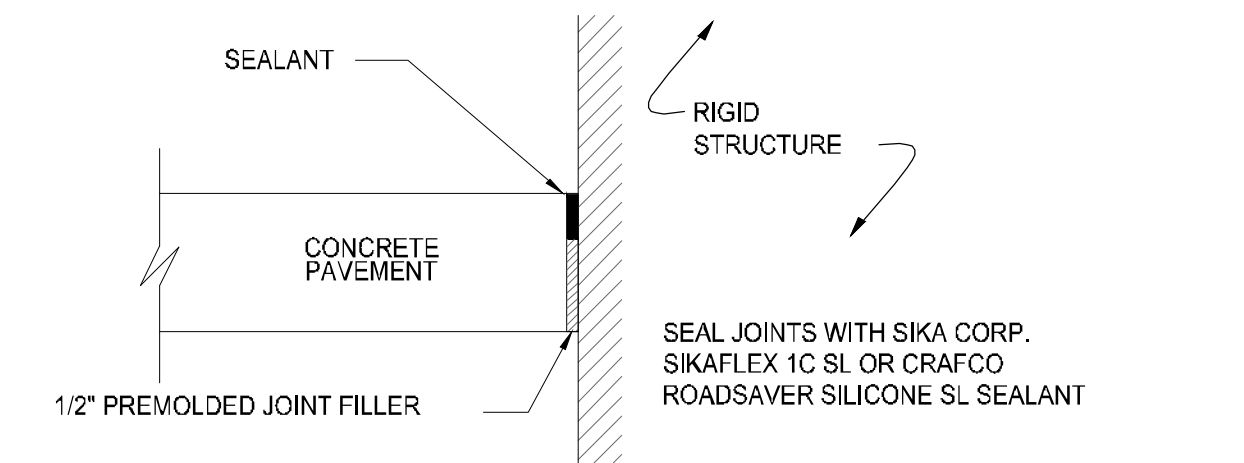
CONCRETE WHEELSTOP
N.T.S.



EXPANSION JOINT
N.T.S.



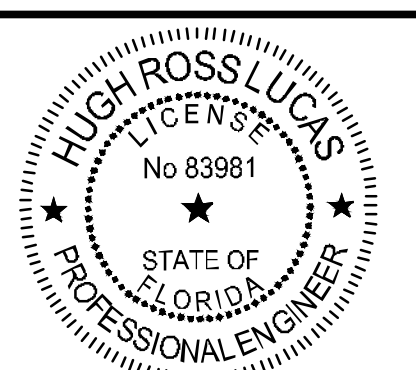
CONTROL JOINT
N.T.S.



ISOLATION JOINT
N.T.S.

FULMER LUCAS

FLORIDA FIRM #32341
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770



SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

DATE	DESCRIPTION
07/21/2024	DEVELOPMENT REVIEW FROM SUBMITTAL
08/06/2024	REVISED PER ALL COMMENTS

SITE DETAILS

C4.0

SANITARY SEWER GENERAL NOTES

1. CONTRACTOR SHALL COORDINATE INSTALLATION OF SANITARY SEWERS WITH ALL OTHER UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
2. TELEVISION INSPECTION IS REQUIRED FOR ALL GRAVITY SEWERS. A FULL REPORT SHALL BE GIVEN TO THE CITY OF DEFUNIAK SPRINGS UPON COMPLETION. COST OF TELEVISION INSPECTION SHALL BE DONE BY THE CONTRACTOR.
3. NO SANITARY SEWER CONSTRUCTION SHALL COMMENCE UNTIL SHOP DRAWING SUBMITTALS HAVE BEEN APPROVED.
4. A PRE CONSTRUCTION CONFERENCE IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY DEFUNIAK SPRINGS 72 HRS PRIOR TO COMMENCEMENT OF CONSTRUCTION. DEFUNIAK SPRINGS REPRESENTATIVES MUST WITNESS ALL TIES TO EXISTING LINES AND TESTS OF NEW LINES.
5. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS IN ACCORDANCE WITH CITY OF DEFUNIAK SPRINGS TECHNICAL GUIDE.
6. ALL GRAVITY SEWER SHALL BE VISUALLY INSPECTED (E.G. LAMPED) BY DEFUNIAK SPRINGS REPRESENTATIVES PRIOR TO FINAL ACCEPTANCE.
7. ALL MECHANICAL JOINT CONNECTIONS SHALL BE RESTRAINED USING MEGALUG TYPE RESTRAINTS OR APPROVED EQUIV.
8. MIN. SERVICE SLOPE: 4" = 1/4" PER FOOT, 6" = 1/8" PER FOOT.
9. USE 4" SERVICES FOR ALL SINGLE FAMILY HOME CONNECTIONS. USE 6" SERVICES FOR MULTI FAMILY AND COMMERCIAL CONNECTIONS.
10. LOCATIONS OF SERVICE STUB TO BE MARKED BY THE LETTER "S" SCRIBED A MINIMUM OF 2" HIGH & 1/4" DEEP IN CURB.
11. IF NO CURBING IS INSTALLED A 7" SQUARE STEEL TAG INSCRIBED WITH A "S" LETTER 1" IS TO BE ATTACHED TO STREET PAVEMENT.
12. EXTEND SERVICE CONNECTION A SUFFICIENT DISTANCE BEYOND CLEAN-OUT TO ALLOW FOR FUTURE CONNECTION TO THE STUB OUT WITHOUT UNDERMINING THE CLEAN-OUT ASSEMBLY.
13. USE HYDRAULIC CEMENT GROUT TO SEAL INTERIOR AND EXTERIOR OF ALL PRECAST MANHOLE JOINTS.
14. ALL GRAVITY SEWER AND SEWER SERVICES SHALL HAVE CONCRETE ENCASEMENT WHERE COVER IS LESS THAN 30 INCHES UNDER PAVEMENT OR LESS THAN 18 INCHES IN GREEN AREAS.
15. AT ALL HIGH POINTS CRESTED DURING FORCE MAIN CONSTRUCTION, COORDINATING AIR RELEASE VALVES SHALL BE INSTALLED.
16. EXTERNAL DROP TYPE MANHOLES ARE REQUIRED WHERE MANHOLE INVERT ELEVATIONS VARY BY OVER TWO FEET.
17. MANHOLE TOPS IN GREEN AREAS SHALL BE ELEVATED TO PROHIBIT STORMWATER ENTRY.
18. SEWER SERVICES SHALL BE CONSTRUCTED AT THE LOWER SIDE OF LOTS.
19. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH CITY OF DEFUNIAK SPRINGS TECHNICAL GUIDE AND SPECIFICATIONS, LATEST EDITION.



SANITARY SEWER GENERAL NOTES

SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

S-1

GENERAL NOTES:

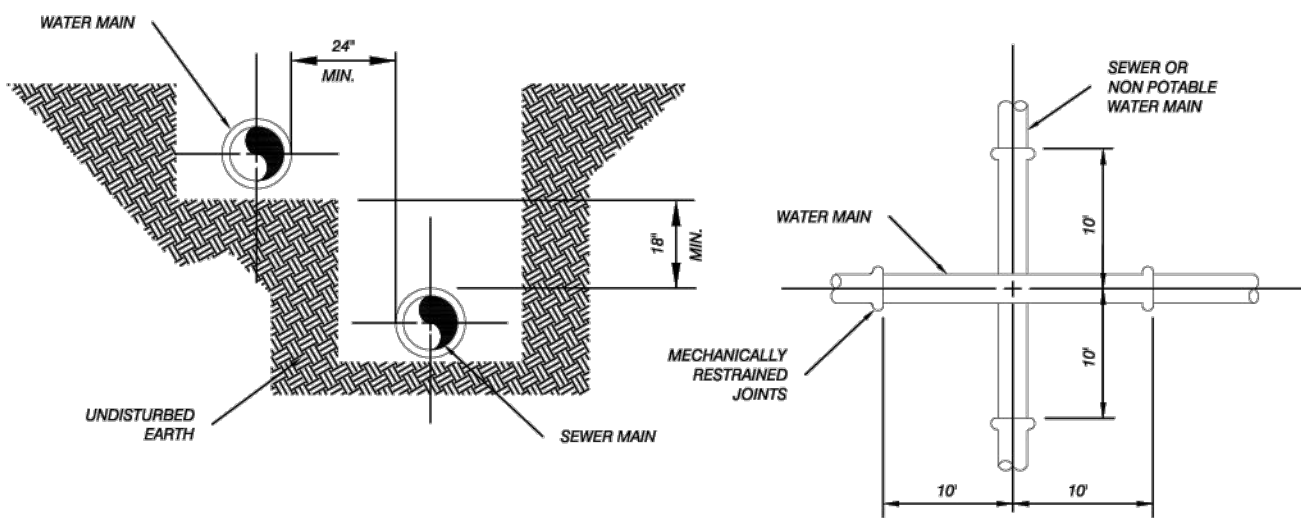
1. PRECAST CONCRETE WET WELL AND VALVE VAULT SHALL BE COATED WITH KOP-COAT COAL TAR EPOXY 300-M INSIDE AND OUT. (TWO COATS, 9 MILS EACH)
2. BASE AND FIRST RISER UNIT TO BE CAST MONOLITHIC.
3. VALVE VAULT SHALL BE SIZED TO PERMIT EASY REMOVAL OF CHECK VALVE SPINDLES WITH MINIMUM CLEARANCES AS SHOWN FOR 6" DIAMETER PIPE AND SMALLER CLEARANCES SHALL INCREASE AS REQUIRED FOR LARGER PIPE SIZES SIZE OF HATCH ON VALVE VAULT IS FOR 4" PIPE AND SHALL INCREASE ACCORDINGLY WITH LARGER PIPE SIZES.
4. ALL LOCATIONS WHERE PIPES ENTER OR LEAVE THE WET WELL OR VALVE VAULT SHALL BE MADE WATERTIGHT WITH LINK SEALS AND NON-SHRINK GROUT.
5. THERE SHALL BE NO VALVES OR ELECTRICAL JUNCTION BOXES IN WET WELL.
6. WET WELL AND VALVE VAULT COVERS SHALL BE ALUMINUM WITH 316 S.S. HARDWARE SIZE AS RECOMMENDED BY PUMP MANUFACTURER AND APPROVED BY THE CITY OF DEFUNIAK SPRINGS.
7. ALL PRESSURE PIPING SHALL HAVE LOCATOR WIRE AND DETECTION TAPE INSTALLED IN THE TRENCH 18" DIRECTLY ABOVE TOP OF PIPE. LOCATOR WIRE SHALL BE 10 GAUGE INSULATED COPPER WIRE. LOOP TO WITHIN 9" OF TOP OF VALVE BOXES. LOCATOR TAPE SHALL BE DETACHABLE METALLIC TAPE 2" WIDE. COLOR GREEN. LEGEND: CAUTION BURIED SEWER LINE BELOW. DO NOT WRAP WIRE AROUND PIPE. WIRE SHALL BE CONNECTED FOR CONTINUOUS CIRCUIT CONNECTION.
8. ALL HARDWARE IN WET WELL AND VALVE BOX TO BE STAINLESS STEEL.
9. ALL ENCLOSURES SHALL BE NEMA 3R OR BETTER EXCEPT CONTROL PANEL WHICH SHALL BE NEMA 4X.
10. ALL MECHANICAL JOINT FITTINGS ON PRESSURE PIPE SHALL HAVE BOTH "MEGALUG" TYPE JOINT RESTRAINING GLANDS AND THRUST BLOCKS.
11. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MEETING THE REQUIREMENTS OF CITY OF DEFUNIAK SPRINGS TECHNICAL GUIDE AND SPECIFICATIONS LATEST EDITION.
12. ANY LOCATION WHERE PRESSURE PIPELINES CURVATURE EXCEEDS MANUFACTURES SPECIFICATIONS; APPROPRIATE MECHANICAL JOINT FITTINGS SHALL BE USED.
13. ALL TIE IN TO EXISTING PRESSURIZED PIPELINES SHALL BE BY TAPPING SLEEVE (3 INCH TAP AND LARGER) (OR TAPPING SADDLE, 2 INCH TAP AND SMALLER) AND VALVE.



GENERAL NOTES

SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

S-2



NOTES

1. WHERE A 10 FOOT PARALLEL SEPARATION CANNOT BE MAINTAINED BETWEEN A WATER MAIN AND A SEWER MAIN OR NONPOTABLE WATER MAIN, THEN THE WATER MAIN SHALL BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER MAIN OR NONPOTABLE WATER MAIN.
2. WHERE A 18 INCH VERTICAL SEPARATION DISTANCE CANNOT BE MAINTAINED BETWEEN A WATER MAIN AND A SEWER MAIN OR NONPOTABLE WATER MAIN CROSSING THEN THE WATER MAIN SHALL PASS OVER THE SEWER MAIN OR NONPOTABLE WATER MAIN WITH A MINIMUM VERTICAL CLEARANCE OF 8 INCHES. THE SEWER OR NONPOTABLE WATER MAIN SHALL BE 30 FEET OF 6" CONCRETE ENCASEMENT CENTERED ON THE POINT OF CROSSING AND THE WATER MAIN SHALL BE 30 FEET OF 6" CONCRETE ENCASEMENT CENTERED ON THE POINT OF CROSSING. CONCRETE ENCASEMENT SHALL BE POURED SEPERATELY FOR EACH PIPE.

WATER/SEWER SEPARATION DETAIL

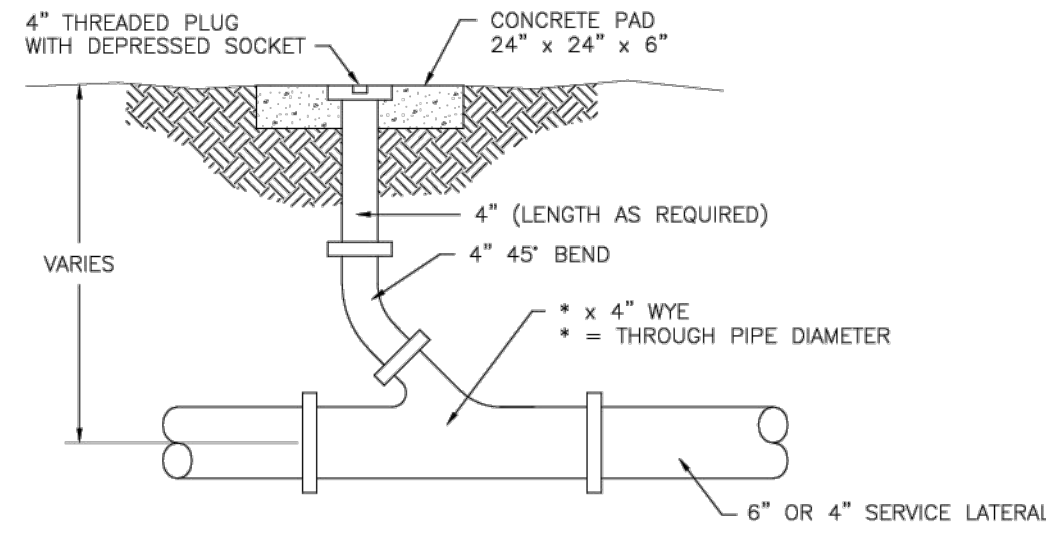
N.T.S.



WATER/SEWER SEPARATION DETAIL

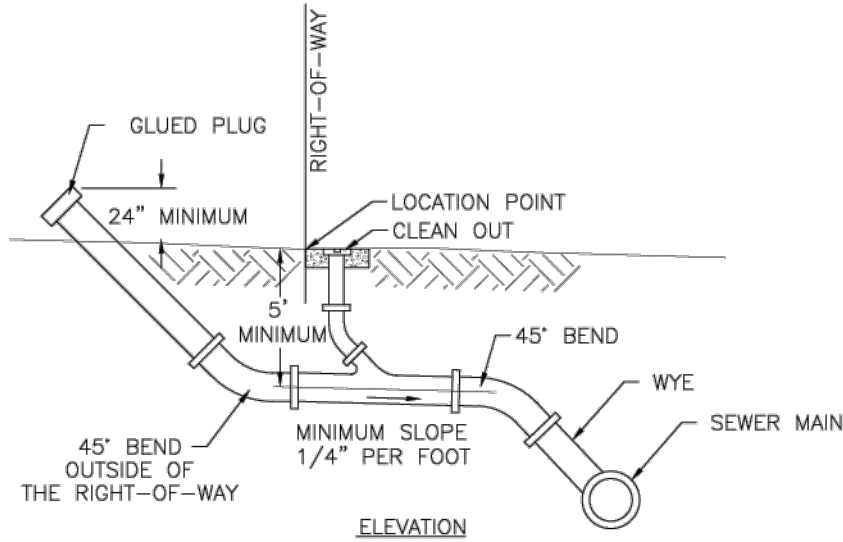
SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

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SEWER LATERAL CLEAN-OUT DETAIL

Not to scale



SEWER LATERAL

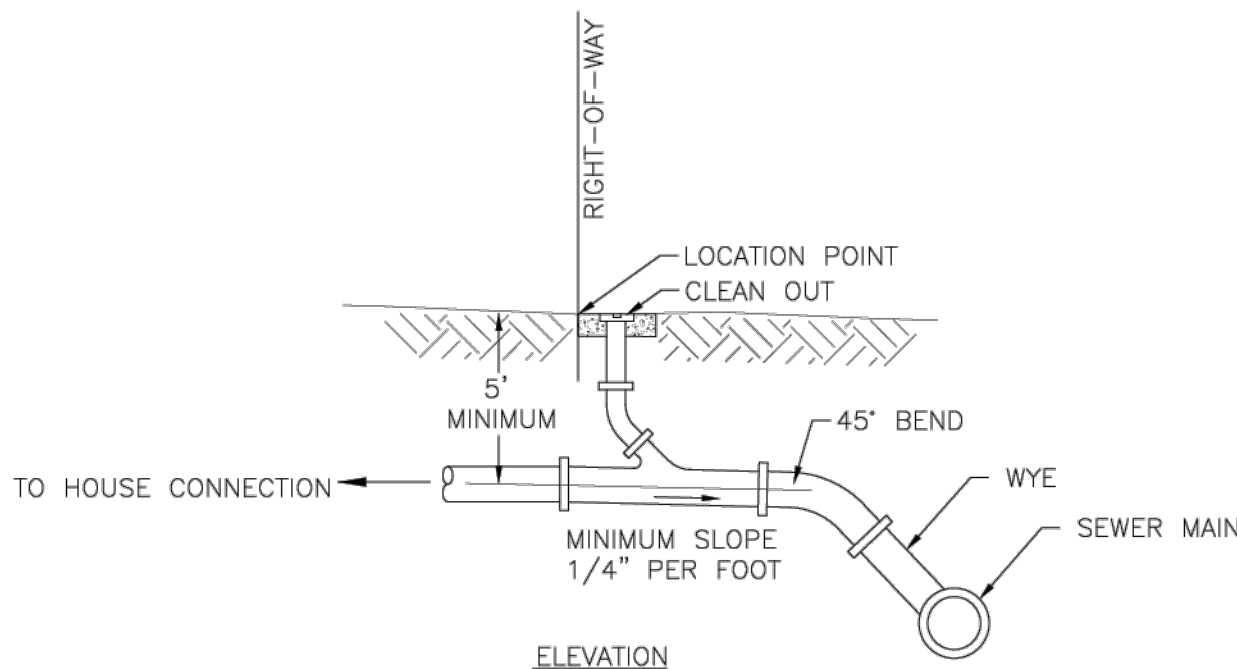
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SEWER SERVICE (1)

SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

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SEWER LATERAL- CONNECTION

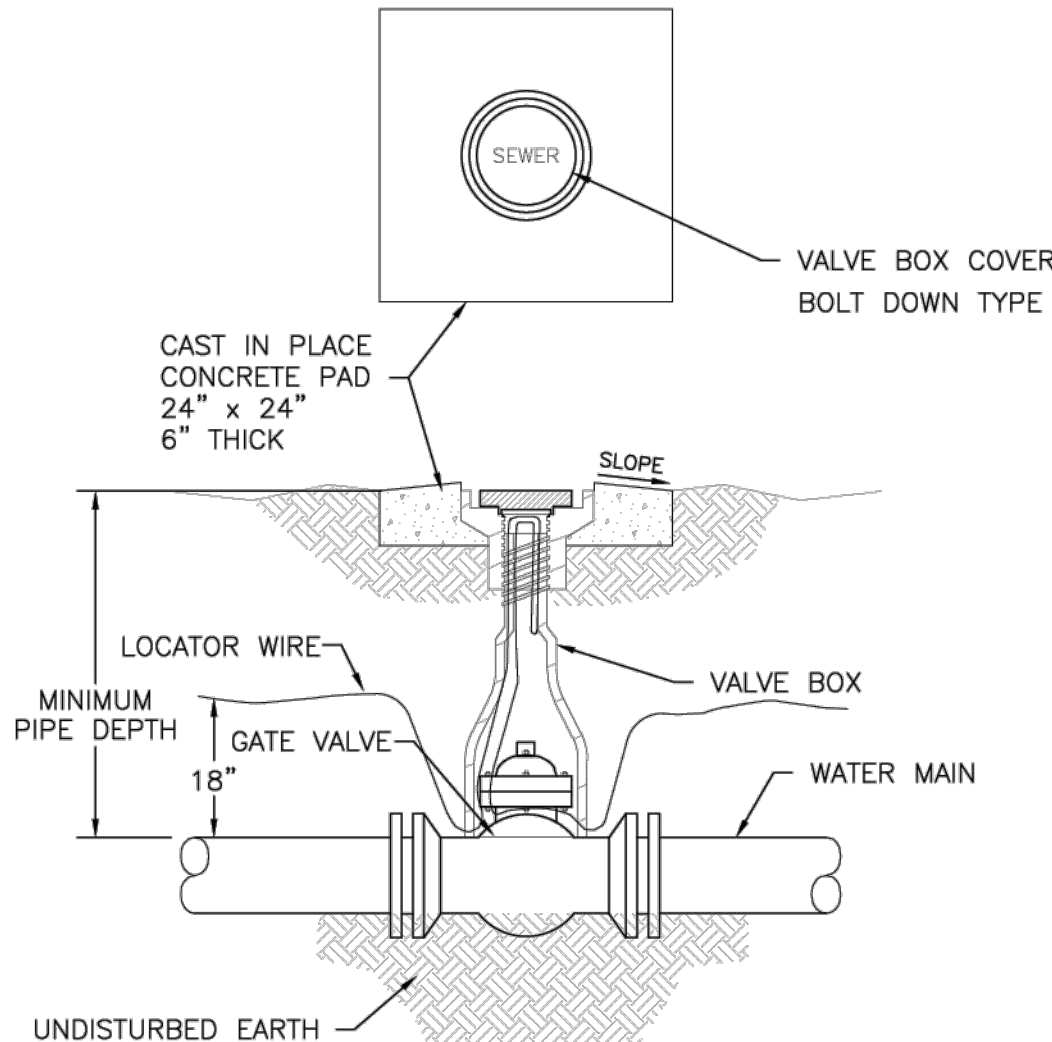
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SEWER SERVICE (2)

SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

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NOTES:

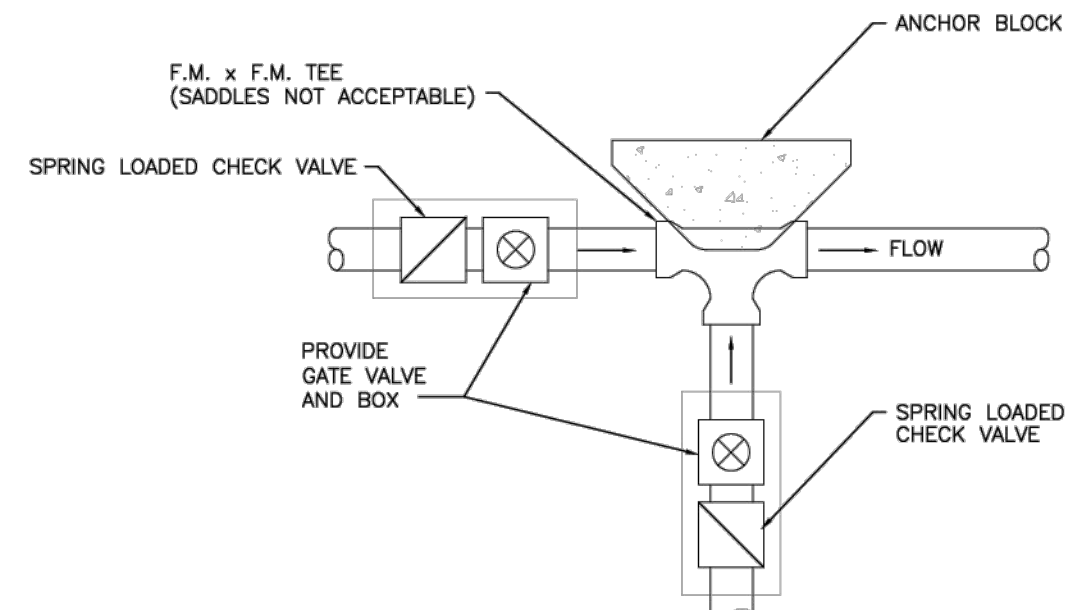
1. THE LOCATOR WIRE SHALL BE LOOPED THRU VALVE BOX TO EXTEND 10" ABOVE GROUND LINE.
2. ALL PADS SHALL BE POURED IN PLACE.



FORCE MAIN GATE VALVE & BOX

SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

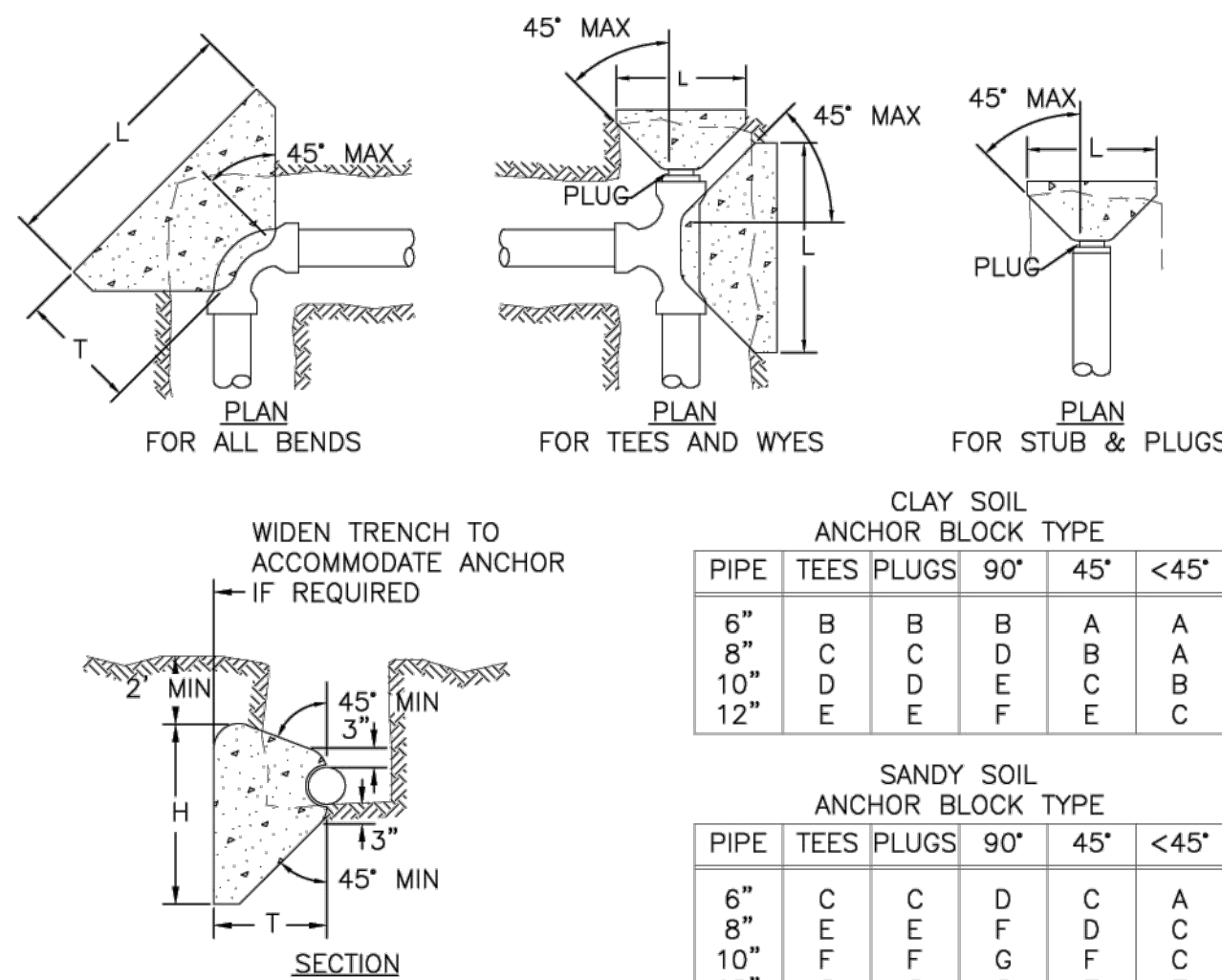
S-14



FORCE MAIN CONNECTION DETAIL

SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

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NOTES:

1. ANCHOR BLOCKS SHALL BEAR ON UNDISTURBED EARTH.
2. ALL FITTINGS SHALL BE WRAPPED IN 6 MIL PLASTIC TO PREVENT THE CONCRETE FROM BONDING TO THE FITTING.
3. IN NO CASE SHALL THE PIPE BE ENCASED WITH CONCRETE. CONCRETE SHALL NOT BE PLACED SO AS TO RENDER THE PIPE AND FITTING INACCESSIBLE.
4. CONCRETE SHALL BE 3000 PSI OR STRONGER.

CLAY SOIL ANCHOR BLOCK TYPE				
PIPE	TEES	PLUGS	90'	<45'
6"	B	B	B	A
8"	C	C	D	A
10"	D	D	E	A
12"	E	E	F	C

SANDY SOIL ANCHOR BLOCK TYPE				
PIPE	TEES	PLUGS	90'	<45'
6"	C	C	D	A
8"	F	F	F	C
10"	F	F	F	C
12"	G	G	G	F

ANCHOR BLOCK DIMENSIONS			
TYPE	L ft.	H ft.	T ft.
A	2.0	2.0	2.0
B	2.0	3.0	2.0
C	3.0	3.0	3.0
D	4.0	3.0	3.0
E	4.0	4.0	3.0
F	5.0	5.0	4.0
G	7.0	7.0	5.0



FORCE MAIN BLOCKING DETAIL

SCALE: NTS
DATE: FEB. 10, 2009
PROJECT:
REVISION:

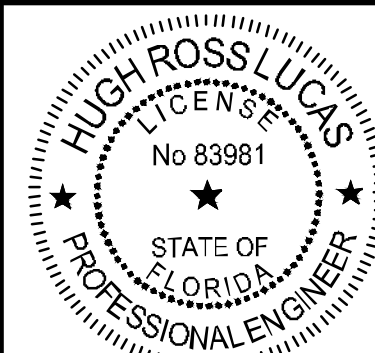
S-17

SITE DEVELOPMENT PLANS FOR: DEFUNIAK SPRINGS FSER

160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

FULMER LUCAS

FLORIDA FIRM #32341
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770



SITE DEVELOPMENT PLANS FOR:

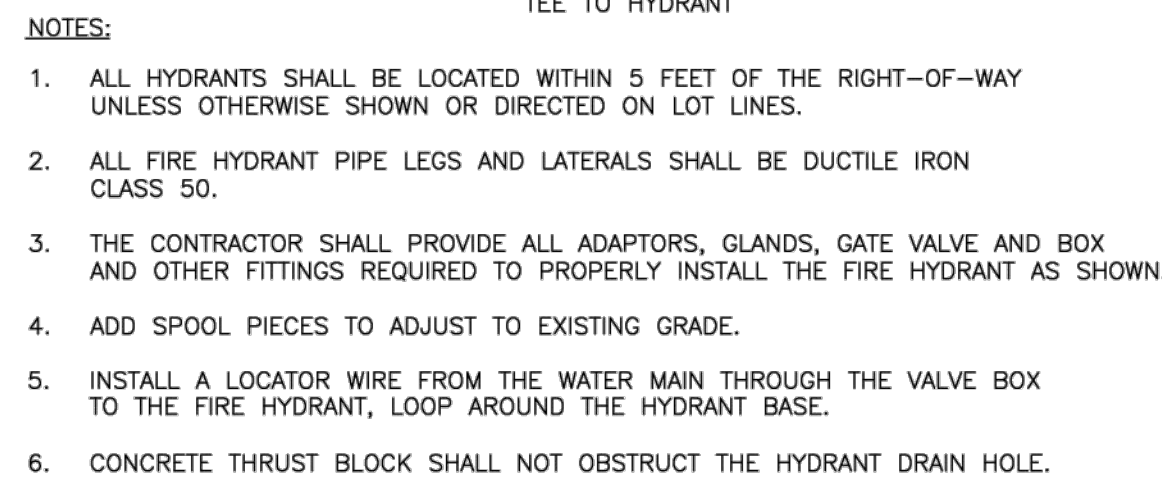
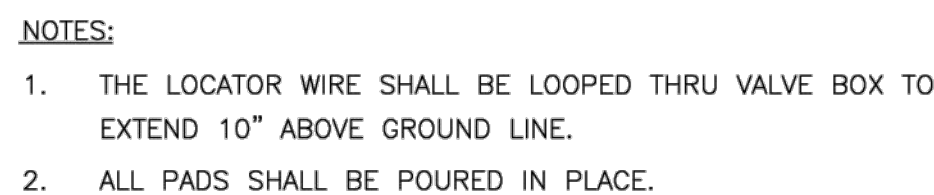
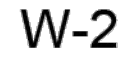
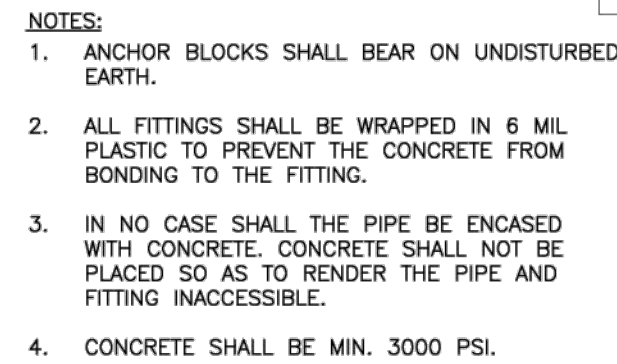
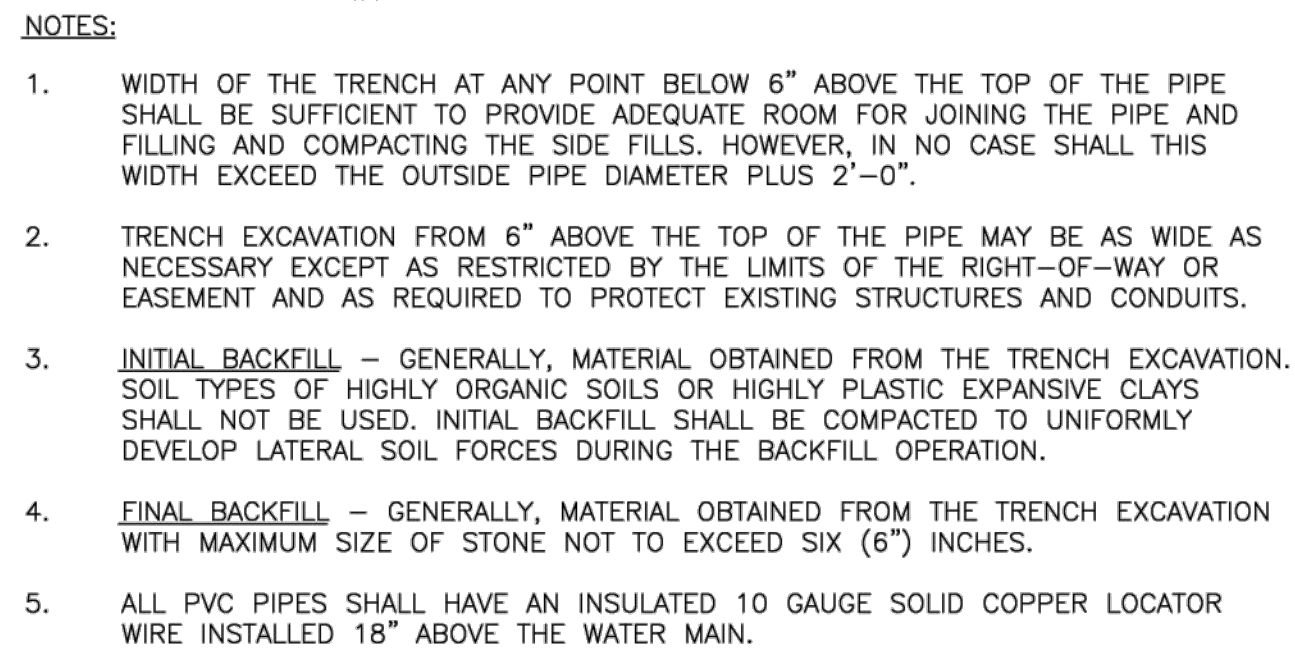
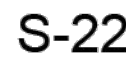
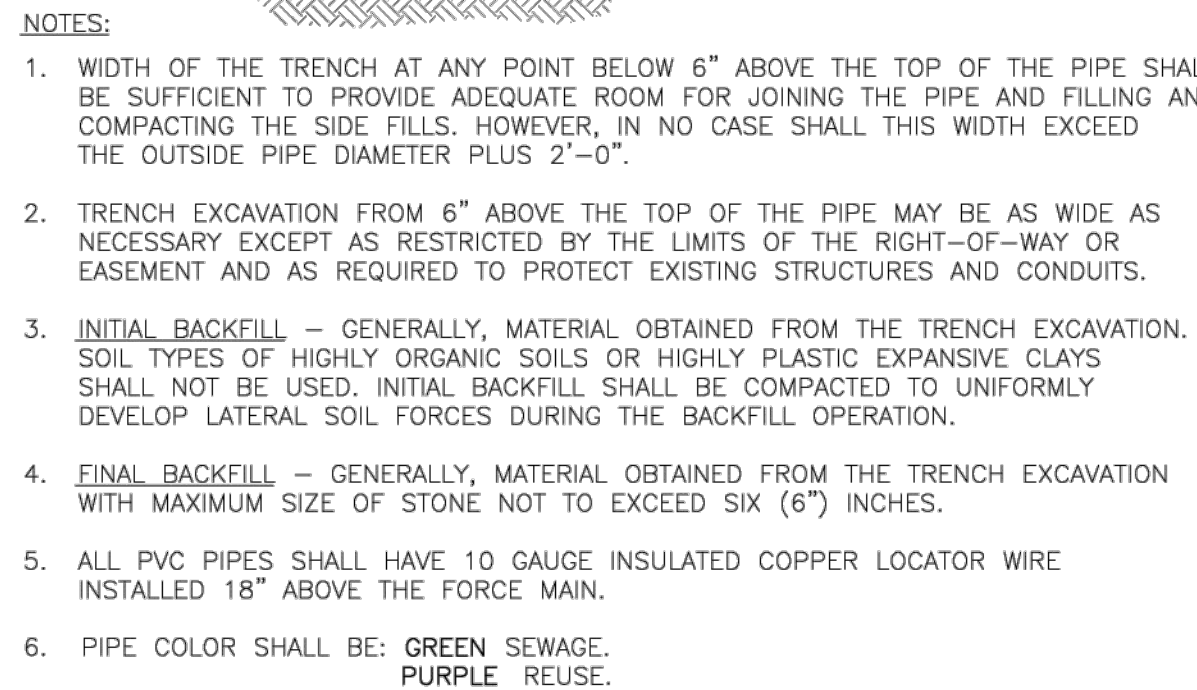
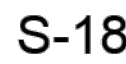
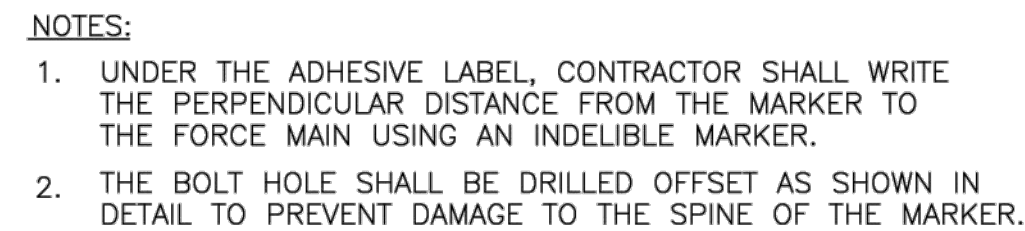
DEFUNIAK SPRINGS FSER

160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

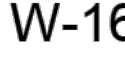
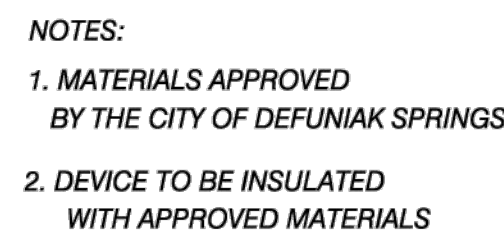
DATE	DESCRIPTION	DEVELOPMENT REVIEW FOOT SUBMITTAL			
		DATE	REVISION	PER	COMMENTS
07/21/2024	JEL	08/06/2024	JEL		

SITE DETAILS

C4.2



1. CONTRACTOR SHALL COORDINATE INSTALLATION OF POTABLE WATER MAINS WITH ALL OTHER UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
2. HYDROSTATIC TESTS, LEAKAGE TESTS, DISINFECTION, AND BACTERIOLOGICAL MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS AND SPECIFICATION OF CITY OF DEQUANUM SPRINGS AND ALL APPLICABLE FEED AND TESTS REQUIREMENTS.
3. NO POTABLE WATER MAIN CONSTRUCTION SHALL COMMENCE UNTIL SHOP DRAWINGS HAVE BEEN APPROVED AND A PRECONSTRUCTION CONFERENCE HELD WITH CITY OF DEQUANUM SPRINGS STAFF.
4. PROVIDE LOCUS, IN ACCORDANCE WITH THE WRITTEN CONSTRUCTION SPECIFICATION OF CITY OF DEQUANUM SPRINGS, ON ALL CURBS STOPS.
5. CONTRACTOR SHALL NOTIFY CITY OF DEQUANUM SPRINGS 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. DEQUANUM SPRINGS REPRESENTATIVES MUST BE PRESENT AT ALL CONSTRUCTION ACTIVITIES.
6. SERVICES INSTALLED UNDER ASPHALT TO BE INSTALLED IN 2" SCH. 40 PVC CASING EXTENDING 4' BEYOND BACK OF CURB.
7. ALL NEW OR EXISTING 12" OR LESS TO BE INSULATED CUPROLOY LOCATOR.
8. ALL NEW OR EXISTING 12" OR LESS TO BE CONNECTED TO MAINS AND "LOOP" TO MIN. 10' ABOVE TOP OF WALK BOMBS. WIRE SHALL BE CONNECTED FOR A CONTINUOUS CIRCUIT CONNECTION. DO NOT WRAP AROUND PIPING.
9. IT IS REQUIRED THAT ALL NEW AND RELOCATED WATER SERVICES AND ALL EXISTING WATER SERVICES BE IN ACCORDANCE WITH THE CITY OF DEQUANUM SPRINGS AND FEDERAL REGULATIONS PERTAINING TO THE CONTROL OF LEAD AND COPPER.
10. THE LOCATION OF ALL WATER SERVICE STOPS AND TO BE MARKED BY THE LETTER "W" WITH A 2" SQUARE SIGN. ALL EXISTING WATER SERVICES TO BE IDENTIFIED BY THE LETTER "E" WITH A 2" SQUARE SIGN. ALL NEW WATER SERVICES TO BE IDENTIFIED BY THE LETTER "N" WITH A 2" SQUARE SIGN, TAG INScribed WITH A 2" LETTER "W" TO BE IDENTIFIED BY THE LETTER "W".
11. ALL 2" WATER BELL MARKERS, AS MANUFACTURED BY A PART NO. 1403, SHALL BE PLACED AT ALL INLINE VALVES ALONG WATERMAIN AND AT ALL METER BOX LOCATIONS.
12. ALL MECHANICAL JOINTS SHALL USE MEGA-LOK RESTRAINT TYPE RETAINING GLANDS.
13. MINIMUM SPECIFICATION WATERMAIN OR SEWER AND ELECTRICAL CONDUITS OR ALL WATER LINES SHALL BE MINIMUM 18" DEPTH. ALL ELECTRICAL AND WATER LINES WITH ELECTRICAL BEING BELOW THE WATER AND SEWER LINES. IN CASES WHERE 18" DEPTH SPECIFICATION CAN NOT BE MET, 9" MIN. HORIZONTAL SEPARATION SHALL BE REQUIRED.
14. ALL MECHANICAL JOINT FITTINGS ON PRESSURE PIPE SHALL HAVE BOTH "MEGALOK" TYPE JOINT RESTRAINING GLANDS AND THRUST BLOCKS.
15. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MEETING THE REQUIREMENTS OF CITY OF DEQUANUM SPRINGS TECHNICAL GUIDELINE AND SPECIFICATIONS LATEST EDITION.
16. ANY LOCATION WHERE PRESSURE PIPES/CURVATURE EXCEEDS MANUFACTURERS SPECIFICATIONS, APPROPRIATE MECHANICAL JOINT FITTINGS SHALL BE USED.
17. ALL 2-3" INCH VALVES SHALL BE BALL TYPE. 2-INCH GATE VALVES SHALL NOT BE USED.
18. ALL 12" TO 18" EXISTING PRESSURIZED PIPES SHALL BE BY TAPPING BELOW THE GROUND SURFACE AND SHALL BE IDENTIFIED BY THE LETTER "W".

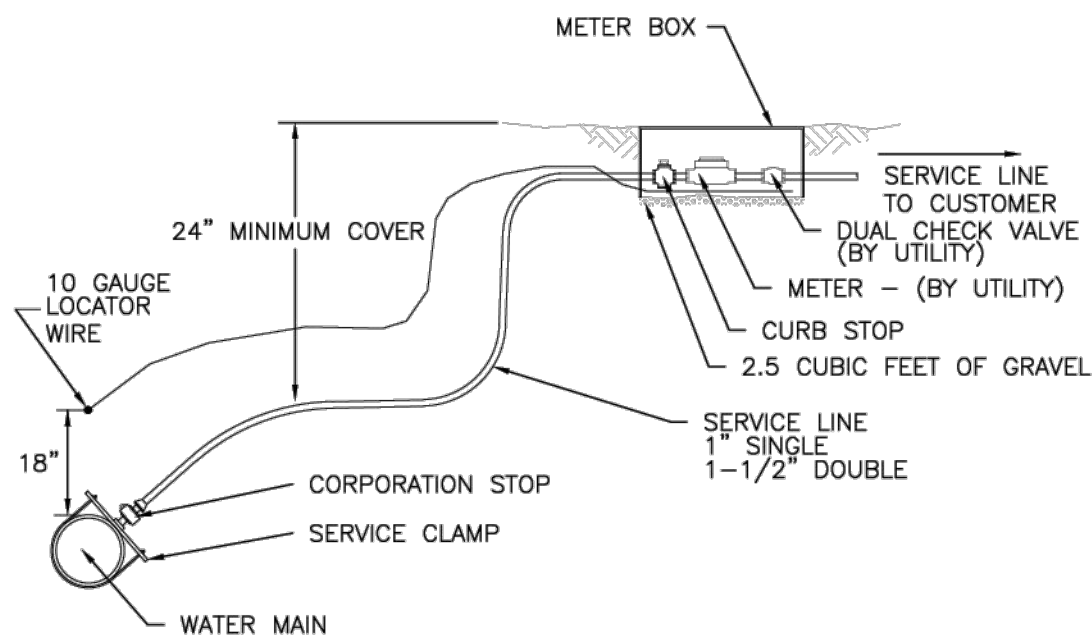




SERVICE CONNECTION

SCALE: NTS
DATE: FEB. 09, 2009
PROJECT:
REVISION:

W-8



- NOTES:
1. BASE SERVICE CONNECTION SHALL INCLUDE CURB STOP AND METER BOX LOCATED APPROXIMATELY 1' INSIDE OF THE RIGHT-OF-WAY LINE.
 2. CUSTOMER SERVICE LINE BY OTHERS.
 3. SERVICE CLAMPS ARE NOT REQUIRED WHEN THREADED TAPS ARE MADE TO DUCTILE IRON OR STEEL WATER MAINS.
 4. INSTALL LOCATOR WIRE FROM WATER MAIN TO METER BOX.
 5. WATER SERVICE SHALL BE CLEARLY AND ACCURATELY MARKED ON THE CURB LINE. (IF APPLICABLE)
 6. THE SERVICE LINE SHALL HAVE BRONZE COMPRESSION TYPE FITTINGS.
 7. SERVICE LINE UNDER PAVEMENT SHALL BE CASED WITH APPROPRIATE SIZE TO SERVICE LINE & EXTENDED 2' BEYOND EDGE OF PAVEMENT. (BOTH SIDES) P.V.C CASING MAY BE USED, EXCEPT ON D.O.T. R.O.W.



BACKFLOW PREVENTORS

SCALE: NTS
DATE: FEB. 09, 2009
PROJECT:
REVISION:

W-12

BACKFLOW PREVENTORS

- 1) ALL WATER SERVICE LINES SHALL BE REQUIRED TO HAVE A BACKFLOW DEVICE PURSUANT TO CITY OF DEFUNIAK SPRINGS SPECIFICATIONS.
- 2) ALL FIRE LINES SHALL HAVE A DOUBLE DETECTOR CHECK VALVE ASSEMBLY WITH A 3/4" BYPASS METER.
- 3) RPZ TYPE BACKFLOW PREVENTORS ARE REQUIRED FOR ALL HIGH HAZARD WATER USES.
- 4) ALL BACKFLOW PREVENTORS SHALL BE OF THE TYPE REQUIRED BY FDEP, AWWA AND NFPA CODES AND MUST BE PER CITY OF DEFUNIAK SPRINGS BACKFLOW PREVENTION PROGRAM.
- 5) ALL WATER TAPS SHALL BE LOCATED OUT FROM UNDER PROPOSED FUTURE PAVEMENT.
- 6) ALL SWIMMING POOLS SHALL HAVE RPZ BACKFLOW PREVENTORS.

SITE DEVELOPMENT PLANS FOR:
DEFUNIAK SPRINGS FSER
160 TWIN SPRINGS WAY
DEFUNIAK SPRINGS, FLORIDA 32435

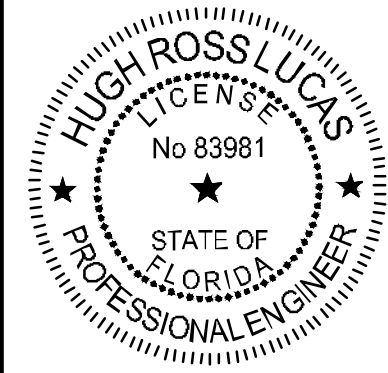
DATE	DESCRIPTION
07/21/2024	DEVELOPMENT REVIEW FOOT SUBMITTAL
09/06/2024	REVISED PER A.U. COMMENTS

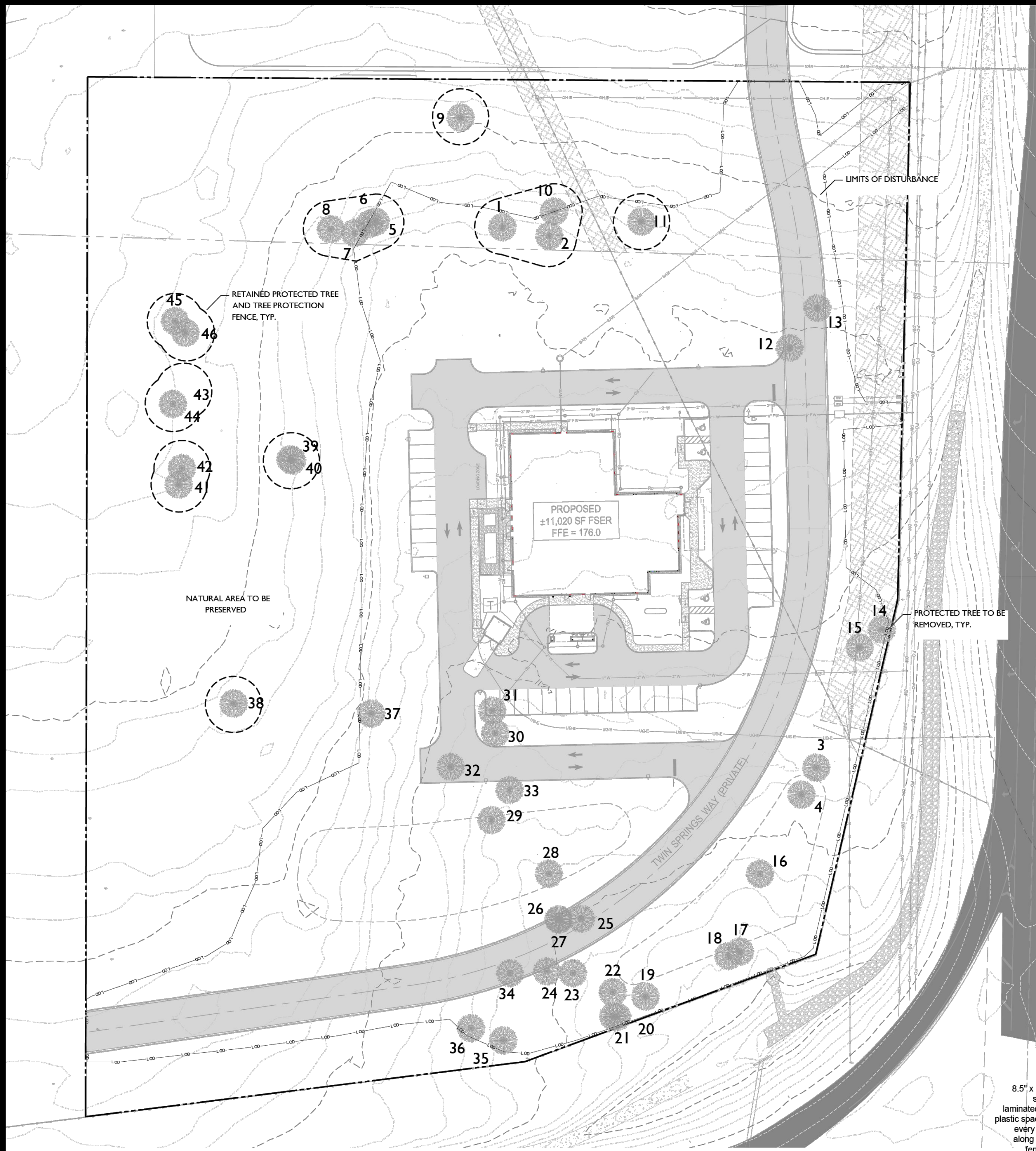
SITE DETAILS

C4.3

FULMER LUCAS

FLORIDA FIRM #32341
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

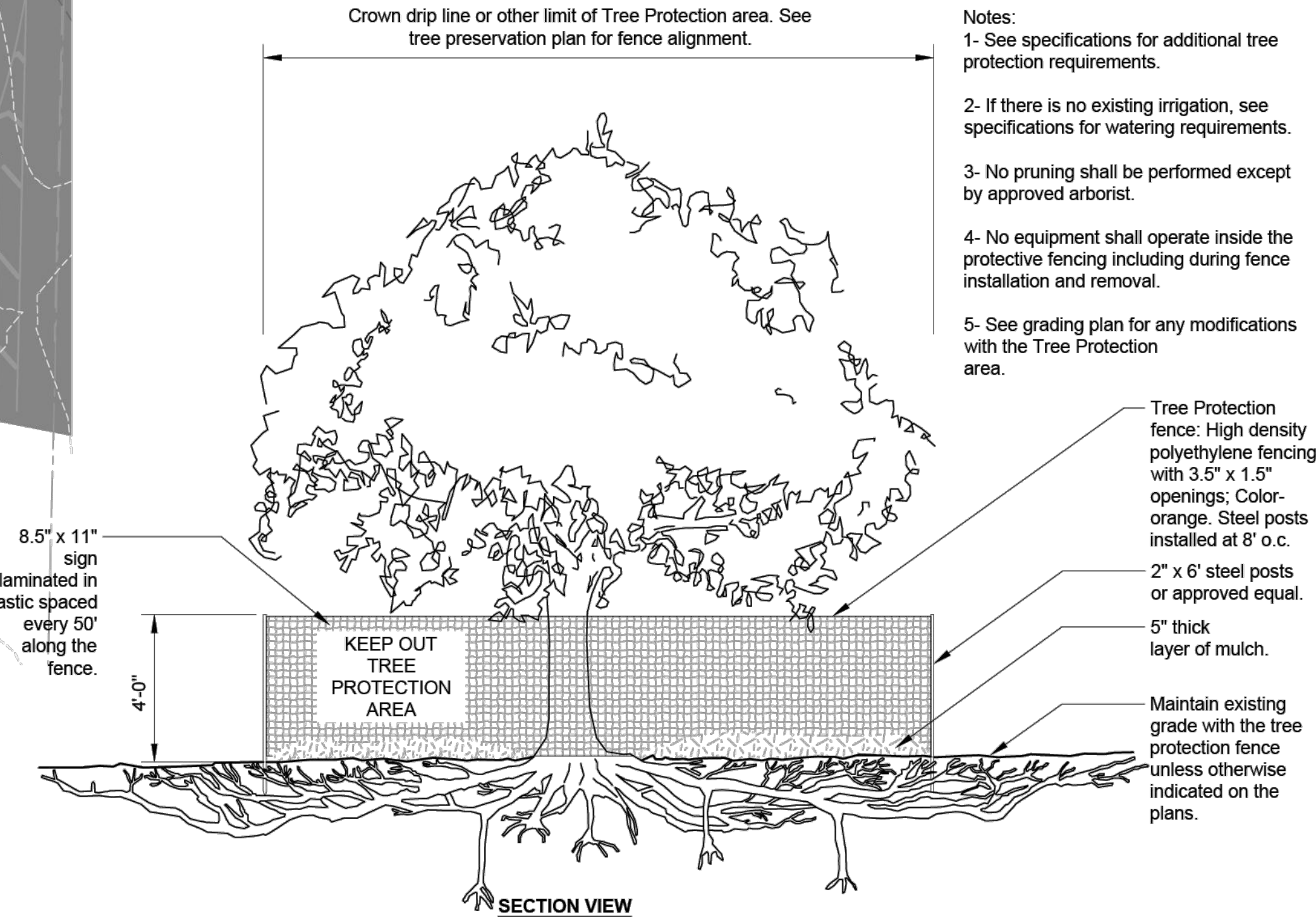




TREE PROTECTION ZONE NOTES:

Tree protection zone.
A circular tree protection zone shall be established around each protected tree as follows:
a. If the drip line is less than six (6) feet from the trunk of the tree, the zone shall be that area within a radius of six (6) feet around the tree.
b. If the drip line is more than six (6) feet from the trunk of the tree, but less than twenty (20) feet, the zone shall be that area within a radius of the full drip line around the tree.
c. If the drip line is twenty (20) feet or more from the trunk of the tree, the zone shall be that area within a radius of twenty (20) feet around the tree.

TREE PROTECTION FENCE DETAIL



PROTECTED TREE INVENTORY:

PROTECTED TREE INVENTORY, TREE PROTECTION, AND REPLACEMENT CALCULATIONS ARE BASED ON CITY OF DEFUNIAK SPRINGS MUNICIPAL CODE FOR ZONING 18-84.

PROTECTED TREE INVENTORY PROVIDED BY UES.

TOTAL DBH PROTECTED TREES: 681.6
TOTAL REMOVED DBH: 351.4

REQUIRED REPLACEMENT: 351.4 CALIPER INCHES. SEE L2.0 FOR REPLACEMENT TREE LOCATIONS/INFORMATION

Number	Species	Common Name	Total DBH	Removed/Retained
1	Magnolia virginiana	sweet bay	14.0	Retained
2	Nyssa sylvatica	black gum	11.6	Retained
3	Liquidambar styraciflua	sweetgum	16.6	Removed
4	Magnolia grandiflora	Southern magnolia	10.3	Removed
5	Liquidambar styraciflua	sweetgum	17.8	Retained
6	Magnolia virginiana	sweet bay	15.0	Retained
7	Magnolia virginiana	sweet bay	14.7	Retained
8	Magnolia virginiana	sweet bay	11.2	Retained
9	Magnolia virginiana	sweet bay	17.6	Retained
10	Liquidambar styraciflua	sweetgum	13.1	Retained
11	Juniperus virginiana	Southern red cedar	32.0	Retained
12	Nyssa sylvatica	black gum	10.8	Removed
13	Juniperus virginiana	Southern red cedar	15.2	Removed
14	Liquidambar styraciflua	sweetgum	16.2	Removed
15	Magnolia grandiflora	Southern magnolia	9.4	Removed
16	Magnolia grandiflora	Southern magnolia	9.5	Removed
17	Juniperus virginiana	Southern red cedar	11.6	Removed
18	Juniperus virginiana	Southern red cedar	8.5	Removed
19	Acer rubrum	red maple	22.4	Removed
20	Liquidambar styraciflua	sweetgum	11.0	Removed
21	Liquidambar styraciflua	sweetgum	12.4	Removed
22	Liquidambar styraciflua	sweetgum	9.8	Removed
23	Magnolia virginiana	sweet bay	14.8	Removed
24	Juniperus virginiana	Southern red cedar	16.2	Removed
25	Liquidambar styraciflua	sweetgum	17.0	Removed
26	Acer rubrum	red maple	15.5	Removed
27	Acer rubrum	red maple	10.3	Removed
28	Populus deltoids	Cottonwood	11.2	Removed
29	Magnolia virginiana	sweet bay	11.0	Removed
30	Magnolia virginiana	sweet bay	9.0	Removed
31	Magnolia virginiana	sweet bay	11.4	Removed
32	Magnolia grandiflora	Southern magnolia	13.5	Removed
33	Magnolia virginiana	sweet bay	8.2	Removed
34	Juniperus virginiana	Southern red cedar	13.3	Removed
35	Magnolia virginiana	sweet bay	11.9	Removed
36	Juniperus virginiana	Southern red cedar	8.7	Removed
37	Juniperus virginiana	Southern red cedar	15.7	Removed
38	Juniperus virginiana	Southern red cedar	26.6	Retained
39	Juniperus virginiana	Southern red cedar	19.7	Retained
40	Juniperus virginiana	Southern red cedar	15.1	Retained
41	Juniperus virginiana	Southern red cedar	18.0	Retained
42	Juniperus virginiana	Southern red cedar	30.5	Retained
43	Juniperus virginiana	Southern red cedar	31.6	Retained
44	Morella cerifera	wax myrtle	8.6	Retained
45	Morella cerifera	wax myrtle	8.6	Retained
46	Juniperus virginiana	Southern red cedar	24.5	Retained



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

DEVELOPMENT PLAN FOR
DE FUNIAK SPRINGS FSER
US HWY 331 & INTERSTATE 10
DE FUNIAK SPRINGS, WALTON COUNTY, FLORIDA

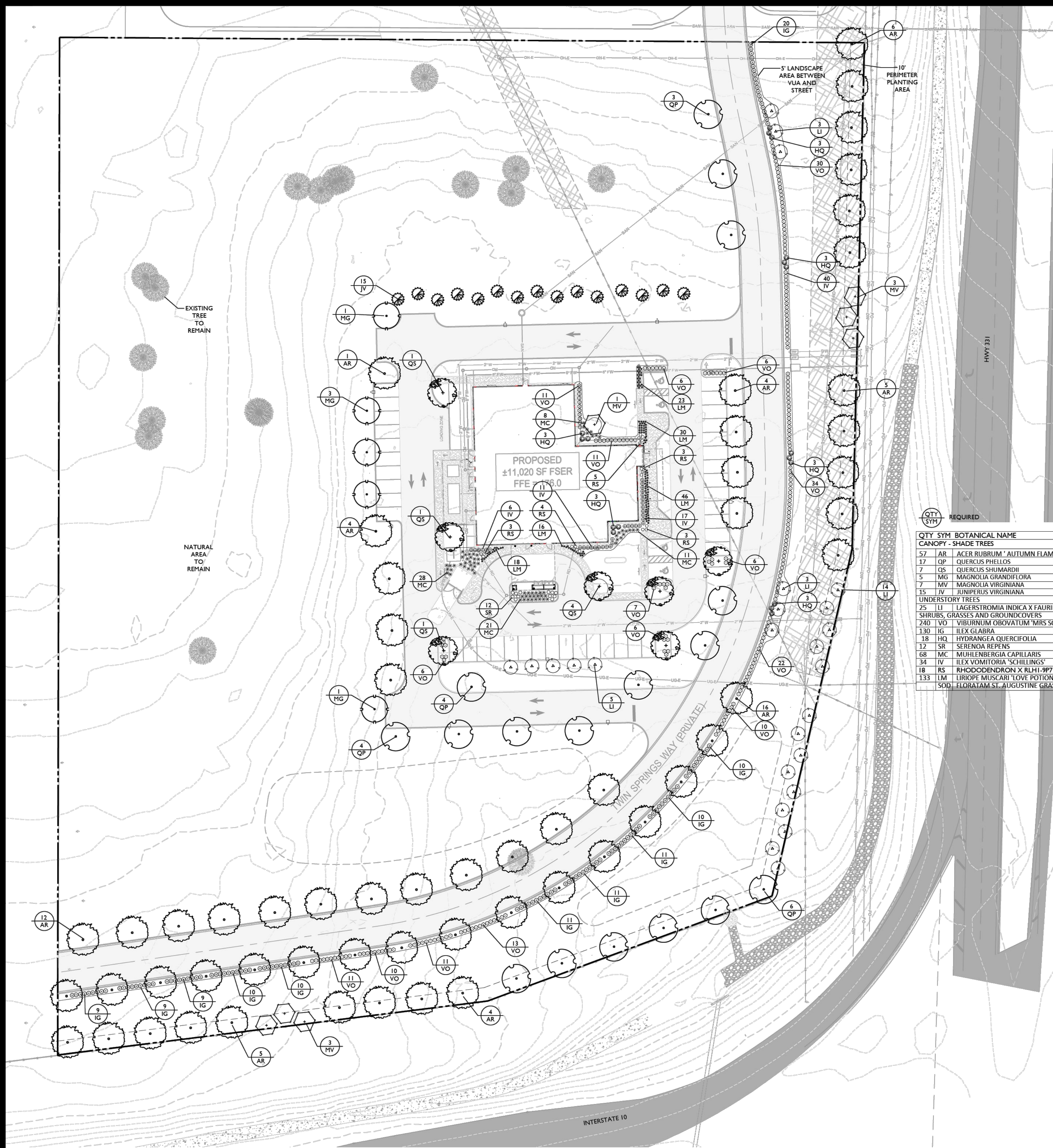
Digitally signed by
Keli R
Frymire
Date:
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Date: JULY 26, 2024
Revision Date
1. OCT. 10, 2024
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This item has been digitally signed and sealed by Keli Renee Frymire on October 10, 2024.

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LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
KELI FRYMIRE, FL LA# 6667429
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OFFICE: 3020 Stansberry Lane, STE 201
Franklin, TN 37069
PHYSICAL: Freeport, FL 32439
keli@gdc-tn.com



REQUIRED LANDSCAPE CALCULATIONS:

THIS LANDSCAPE PLAN HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF DEFUNIAK SPRINGS MUNICIPAL CODE ARTICLE XI - LANDSCAPING AND TREE PROTECTION.

18-80 REQUIRED LANDSCAPING

LANDSCAPE AREA BETWEEN VEHICULAR USE AREA AND SIDEWALK, STREETS, ROW
REQUIRED: 5' WIDE X 3' OPAQUE LANDSCAPE SCREEN, 1 TREE PER 50 LF OF PUBLIC ROW FRONTAGE
PROVIDED: 1,058 LF FRONTAGE; 22 TREES REQUIRED, CONTINUOUS HEDGE AND 22 TREES (6 UNDERSTORY DUE TO OHE) PROVIDED

INTERNAL LANDSCAPE REGULATIONS:

REQUIRED LANDSCAPE AREA BASED ON PARKING SPACES: 5% REQUIRED LANDSCAPE AREA
PROVIDED: 7,969 SF PARKING SPACE REQUIRED 398 SF LANDSCAPE AREA; 8,449 SF LANDSCAPE AREA PROVIDED

REQUIRED LANDSCAPE AREA BASED ON VEHICULAR USE AREA: 1 SF INTERIOR LANDSCAPE AREA PER 50SF VUA EXCEEDING 5,000 SF
ONE (1) TREE PER 100 SF
PROVIDED: 59,950 SF VUA; 1,099 SF REQUIRED INTERIOR LANDSCAPE AREA AND 17 TREES; 8,449 SF LANDSCAPE AREA PROVIDED AND 18 TREES

BUFFER ZONES: SUBJECT PROPERTY IS ZONED C2. ADJACENT PROPERTIES ARE ALL ALSO ZONED C2. NO BUFFER ZONES ARE REQUIRED.

STREET TREES: ONLY REQUIRED FOR RESIDENTIAL DEVELOPMENT

18-81 LANDSCAPE DEVELOPMENT STANDARDS:

MINIMUM OF 20% OF THE TOTAL DEVELOPED AREA TO BE LANDSCAPE DEVELOPMENT.

TOTAL SITE AREA:
TOTAL NATURAL AREA:
TOTAL LANDSCAPED AREA:

PERIMETER AREA REQUIREMENTS:

REQUIRED: 10' WIDE FRONT SETBACK; 1 TREE PER 25 LF OF LOT FRONTAGE. 50% OF TREES REQUIRED TO BE SHADE TREES
PROVIDED: 1,150 LF FRONTAGE; 46 TREES REQUIRED, 46 TREES PROVIDED. 32 SHADE TREES (70%) PROVIDED

18-85 PARKING LOT LANDSCAPING:

REQUIRED PLANTING BASED ON 42 PROVIDED PARKING SPACES:
CANOPY TREES: 1 PER 15 SPACES = 3 REQUIRED TREES; 17 PROVIDED
UNDERSTORY TREES: 1 PER 10 SPACES = 5 REQUIRED TREES; 5 PROVIDED
SHRUBS: 1 PER 5 SPACES = 9 REQUIRED SHRUBS; 37 PROVIDED

18-84 TREE REMOVAL AND REPLACEMENT:

SEE SHEET L1.0 FOR PROTECTED TREE INVENTORY AND REMOVAL PLAN.
PROTECTED DBH INCHES REMOVED: 351.4
REPLACEMENT CALIPER INCHES REQUIRED: 351.4
REPLACEMENT CALIPER INCHES PROVIDED: 352 - SEE SCHEDULE BELOW FOR SPECIES AND SIZES

QTY SYM REQUIRED

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	NOTES	LISTED ON	NATIVE
37	AR	ACER RUBRUM 'AUTUMN FLAME'	AUTUMN FLAME RED MAPLE	3" CALIPER 14'-16'	AS SHOWN	SINGLE-STRAIGHT CENTRAL LEADER, EVENLY BRANCHED, FULL SYMMETRICAL CROWN, CLEAR TRUNK TO 6'		YES	YES
17	QP	QUERCUS PHELLOS	WILLOW OAK	3" CALIPER 14'-16'	AS SHOWN	SINGLE-STRAIGHT CENTRAL LEADER, EVENLY BRANCHED, FULL SYMMETRICAL CROWN, CLEAR TRUNK TO 6'		YES	YES
7	QS	QUERCUS SHUMARDII	SHUMARD OAK	3" CALIPER 14'-16'	AS SHOWN	SINGLE-STRAIGHT CENTRAL LEADER, EVENLY BRANCHED, FULL SYMMETRICAL CROWN, CLEAR TRUNK TO 6'		YES	YES
5	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	3" CALIPER 10'	AS SHOWN	EVENLY BRANCHED		YES	YES
7	MV	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	2" CALIPER 16'-8"	15' O.C.	EVENLY BRANCHED		YES	YES
15	IV	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	2" CALIPER 16'-8"	15' O.C.	FULL, EVENLY BRANCHED		YES	YES
UNDERSTORY TREES									
25	LI	LAGERSTROMIA INDICA X FAURIEI 'ZUNI'	ZUNI CRAPE MYRTLE	2" CALIPER 7' MIN.	15' O.C.	MULTI-STEM, EVENLY BRANCHED, 3 TO 5 CANES; OR SIMILAR SIZED MILDEW RESISTANCE CRAPE MYRTLE		YES	NO
SHRUBS, GRASSES AND GROUNDCOVERS									
240	VO	VIBURNUM OBOVATUM 'MRS SCHILLER'S DELIGHT'	MRS. SCHILLER'S DELIGHT VIBURNUM	24" MIN.	30" O.C.			YES	YES
130	IG	ILEX GLABRA	INKBERRY	30" MIN.	30" O.C.			NO	YES
18	HQ	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	#7 CONT.	36" O.C.			YES	YES
12	SR	SERENOA REPENS	SAW PALMETTO	#3 CONT.	36" O.C.			YES	YES
68	MC	MULLENBERGIA CAPILLARIS	PINK MUHLI GRASS	#3 CONT.	36" O.C.			NO	YES
34	IV	ILEX VOMITORIA 'SCHILLINGS'	DWARF YAUPOH HOLLY	#3 CONT.	24" O.C.	OR SIMILAR DWARF YAUPOH CULTIVAR		NO	YES
18	RS	RHODODENDRON X RLHI-9P7	DOUBLE SHOT WATERMELON AZALEA	#3 CONT.	24" O.C.	OR SIMILAR COLD HARDY, EVERGREEN, REBLOOMING VARIETY		NO	NO
133	LM	LIRIOPE MUSCARI 'LOVE POTION N.13'	EMERALD GODDESS LILY TURF	#1 CONT.	18" O.C.	BIG BLUE OR SIMILAR CULTIVAR IF EMERALD GODDESS IS UNAVAILABLE		NO	NO
SOD - FLORITAM ST. AUGUSTINE GRASS									
						CONTRACTOR RESPONSIBLE FOR TAKE-OFF - ALL DISTURBED AREAS NOT PLANT BED TO SOD		NO	NO

NOTE: LANDSCAPE MATERIAL TO BE FIELD ADJUSTED TO AVOID CONFLICTS WITH UTILITIES. NO LANDSCAPE MATERIAL SHALL BE BETWEEN FIRE HYDRANT AND STREET OR WITHIN 4' IN OTHER DIRECTIONS
NOTE: MINIMUM SIZES HAVE BEEN SPECIFIED TO MEET THE MINIMUM SIZE REQUIREMENTS OF THE CITY OF DEFUNIAK SPRINGS. ALL CALIPER INCHES AND HEIGHTS ARE REQUIRED MINIMUMS, REGARDLESS OF CONTAINER SIZE.

IRRIGATION GENERAL NOTES

- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO CORRELATE TO THE ORGANIZATION OF PLANTS INTO ZONES FOR LOW WATER USE AND MODERATE WATER USE ZONES.
- ALL IRRIGATION SYSTEMS SHALL CONFORM TO THE REQUIREMENTS SET FORTH BY THE CITY OF DEFUNIAK SPRINGS.
- IRRIGATION SYSTEM TO BE INSTALLED WITH AN AUTOMATIC TIMER AND RAIN SENSOR WITH AUTOMATIC SHUT OFF PER FLORIDA STATE STATUTES.
- PROVIDE BACK FLOW PREVENTION PER CITY REQUIREMENTS.
- CONTRACTOR RESPONSIBLE FOR LOCATING AND SUPPLYING POWER TO CONTROLLER.
- USE OF LOW-VOLUME, DRIP/TARGET EMITTERS REQUIRED FOR TREES, SHRUBS AND GROUND COVERS. IRRIGATION SYSTEM TO BE MAINTAINED AND PROPERLY ADJUSTED TO AVOID SPRAY ONTO HARDSCAPE AND IMPERVIOUS AREAS.

SOD GENERAL NOTES

- ALL DISTURBED AREAS SHALL EITHER BE PLANT BED WITH A MINIMUM OF 2 INCHES MULCH OR COVERED WITH SOD.
- IF REQUIRED - SOD TO BE FLORITAM ST. AUGUSTINE.
- CONTRACTOR RESPONSIBLE FOR QUANTITY TAKE-OFF.

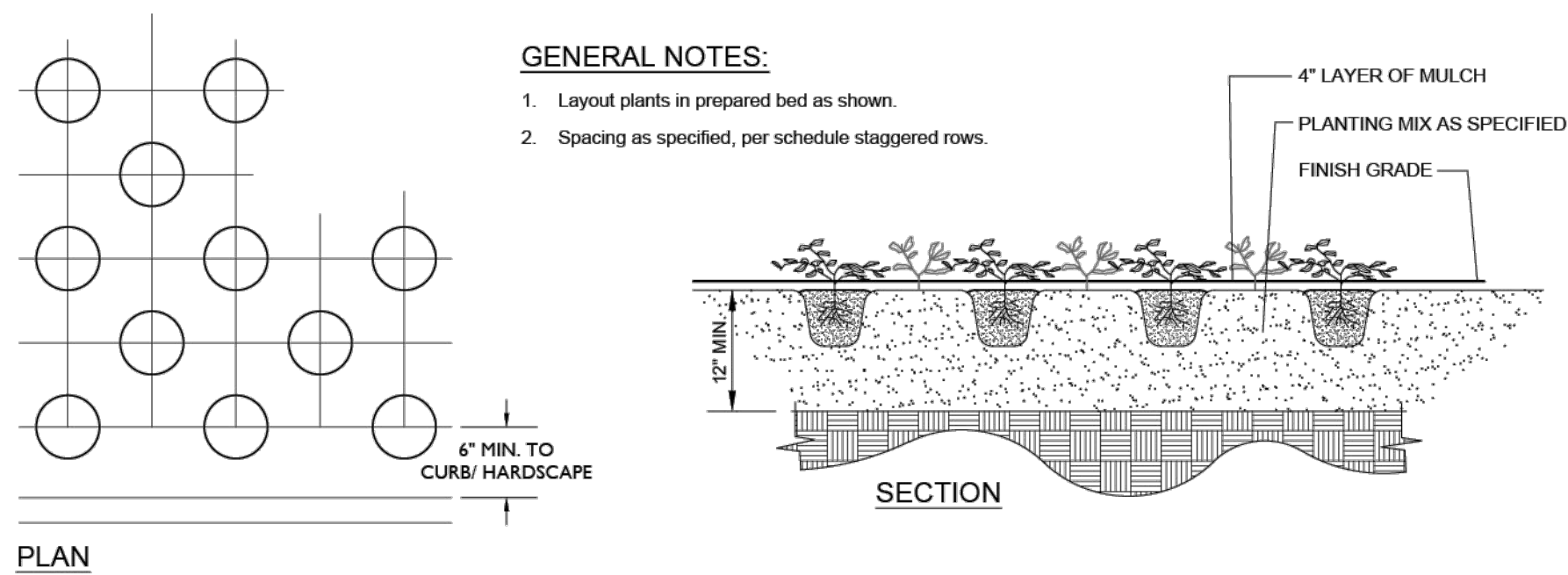
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LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
KELI FRYMIRE, FL LA# 6667429
706-566-6480
OFFICE: 3020 Stansberry Lane, STE 201
Franklin, TN 37069
PHYSICAL: Freeport, FL 32439
keli@gdc-tn.com

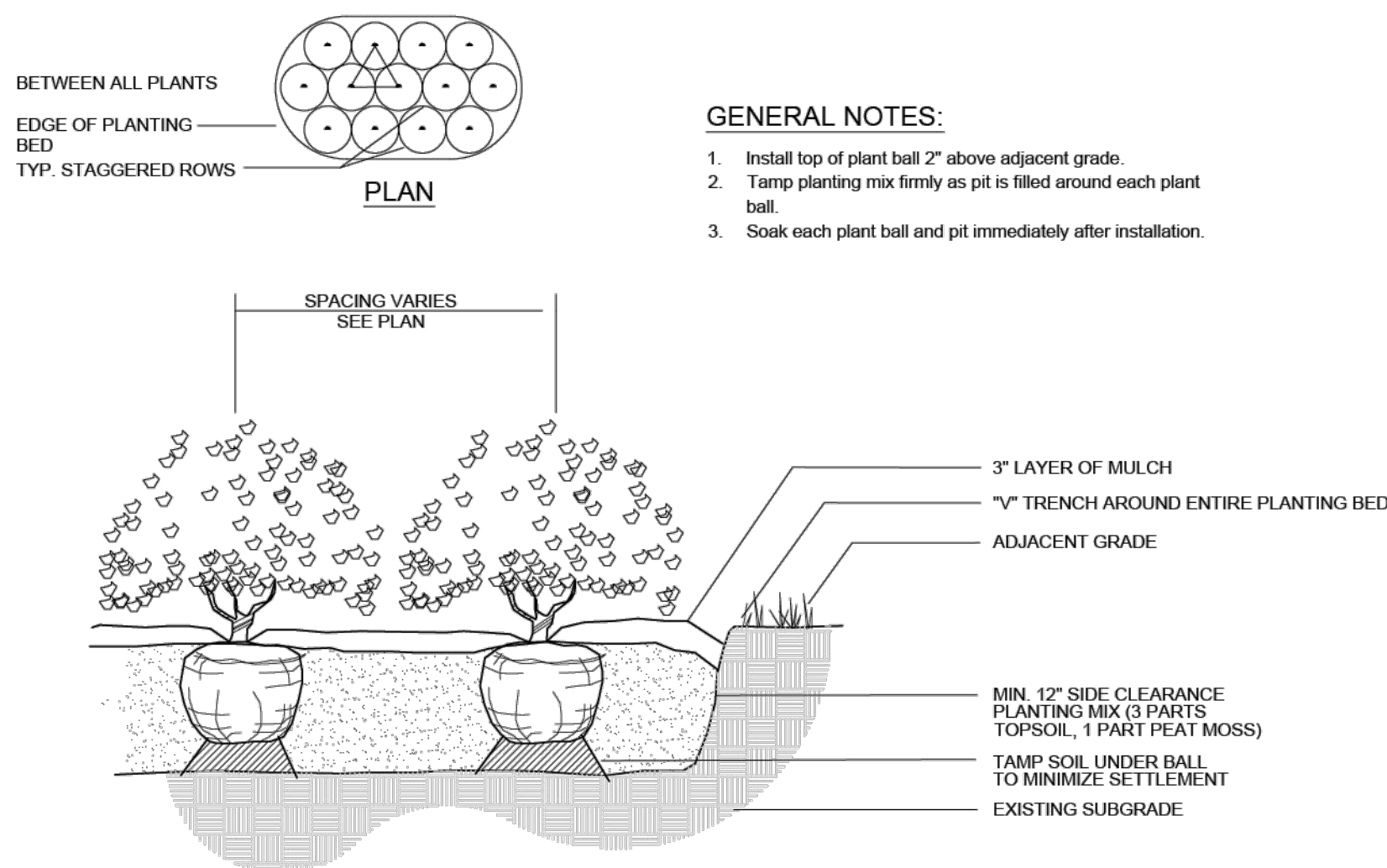
LANDSCAPE PLANTING GENERAL NOTES

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF ALL MATERIALS. THE QUANTITIES ON THE PLAN SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
- SUBSTITUTIONS OF TYPE, SIZE, OR SPACING OF PLANTS MAY NOT BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER'S LANDSCAPE ARCHITECT.
- LOCATE ALL UTILITIES PRIOR TO INSTALLATION. ALL DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE PER UTILITY PROVIDER'S STANDARDS.
- THE PLANT LIST SPECIFICATIONS PROVIDED WITHIN THE PLANT LIST FOR HEIGHT AND SIZE ARE MINIMUMS.
- ALL PLANT BEDS SHALL BE RAKED AND CLEARED OF LARGE ROCKS. ALL LARGE DIRT CLOUDS SHALL BE PULVERIZED OR REMOVED PRIOR TO PLANTING.
- PRE-EMERGENT HERBICIDE SHALL BE APPLIED AFTER INSTALLATION AND IMMEDIATELY PRIOR TO MULCHING.
- ALL PLANT BEDS ARE TO BE MULCHED WITH A MINIMUM OF 3 INCHES OF PINE BARK OR PINE STRAW MULCH.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL OR ANY DEFECTIVE WORKMANSHIP.
- ALL SOD AREAS SHALL BE TILLED AND RAKED SMOOTH, WITH LARGE DIRT CLOUDS AND ROCKS REMOVED, PRIOR TO SOD INSTALLATION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING AND LAYOUT OF PLANT BEDS.
- THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT WHEN THE PLANT MATERIALS ARE AT THE JOB SITE FOR REVIEW PRIOR TO INSTALLATION.
- ALL NEWLY PLANTED LANDSCAPE PLANT MATERIALS SHALL CONFORM TO THE LATEST VERSIONS OF THE AMERICAN STANDARD OF NURSERY STOCK (ANSI Z60.1).
- A MINIMUM 5' DIAMETER MULCH AREA SHALL BE PROVIDED AT THE BASE OF ALL TREES.
- ALL PLANT MATERIAL TO BE FLORIDA #1 OR BETTER.

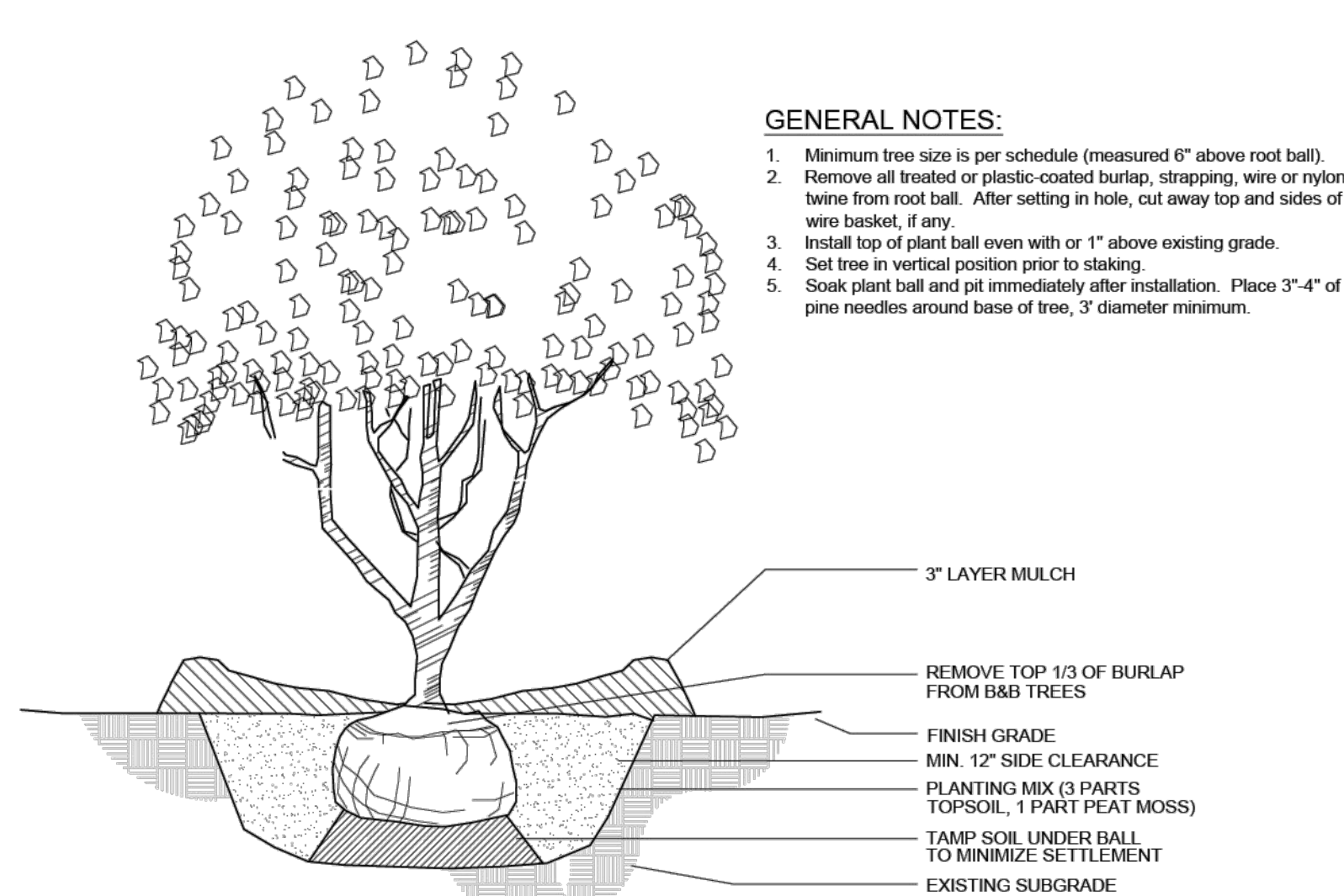


PLAN

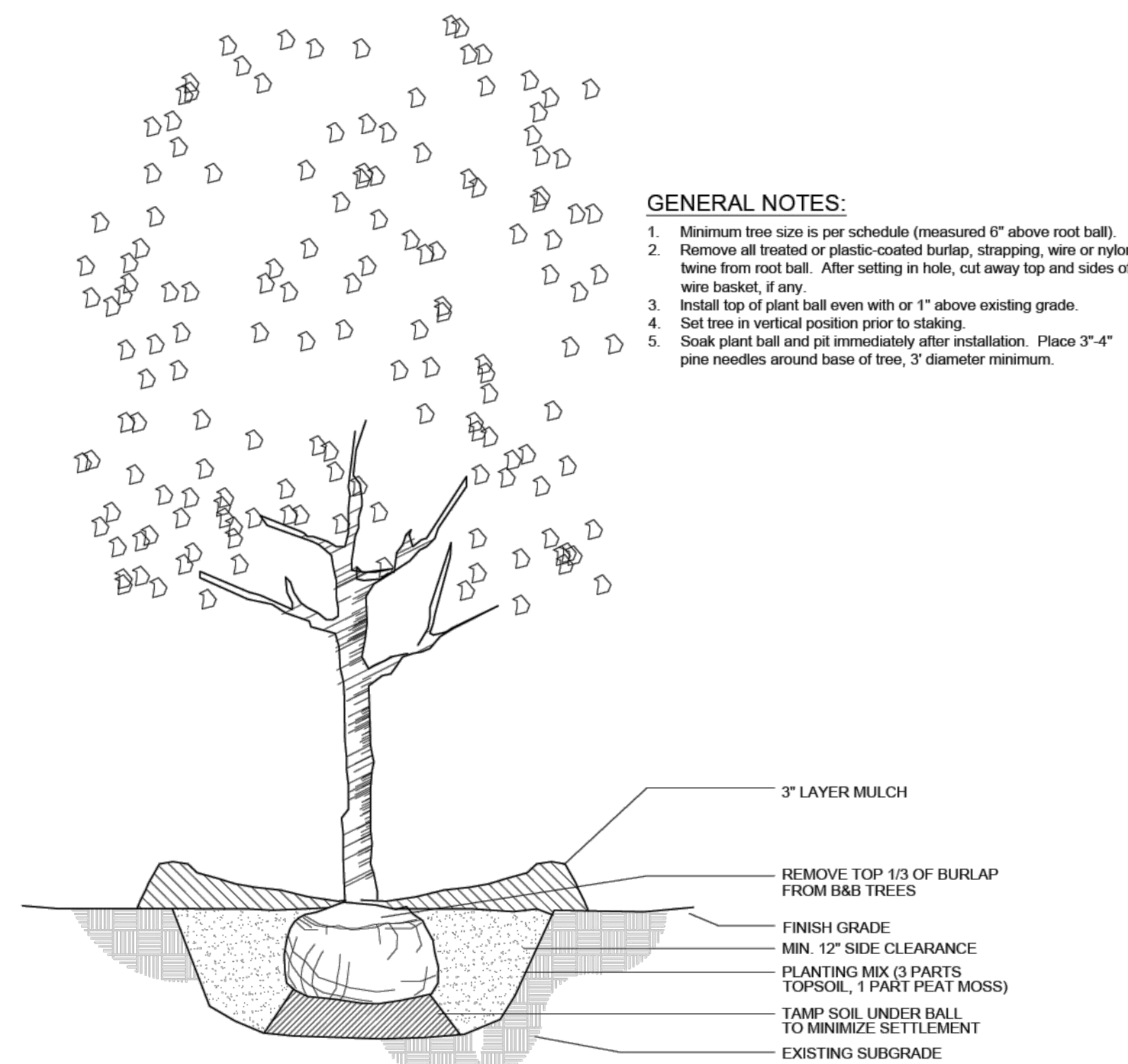
GROUND COVER PLANTING



SHRUB PLANTING



UNDERSTORY TREE

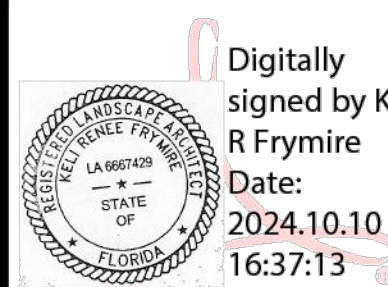


SINGLE TRUNK TREE

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keli@gdc-tn.com



Date: JULY 26, 2024

Revision Date

1. OCT. 10, 2024



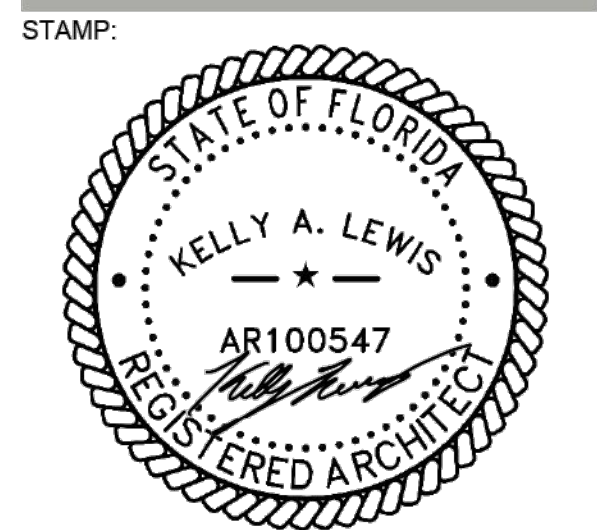


HCA TWIN CITY HOSPITAL DEFUNIAK SPRINGS FSER

HCA HEALTHCARE

GIATTINA AYCOCK ARCHITECTURE STUDIO INC.
2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
Gastudio.com

Kelly Lewis
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E=klewis@gastudio.com,
OU=HCA, O=HCA, C=US
Location: Defuniak Springs, FL
Reason: Civil Submission
Contact Info: 205.643.7875
Date: 2024.10.08
16:54:47-0500



REVISION SCHEDULE:		
NUM.	DESCRIPTION	DATE

- NOTES & LEGEND
- STO COLORS**
- A PANTONE 259C - WHITE (ZURICH WHITE - SW 7626) TYPICAL PANEL COLOR NOT DESIGNATED B OR C
 - B PANTONE 289 C - NAVY BLUE (ANCHORS AWEIGH - SW 9179)
 - C PANTONE 7579 C - ORANGE (OBSTINATE ORANGE - SW 6884)
- METAL COLORS**
- D PAC-CLAD (MUSKET GRAY)
 - E PAC-CLAD (INTERSTATE BLUE)
 - F PAC-CLAD (STONE WHITE)
 - G ANODIC CLEAR
- PAINT COLORS**
- H PANTONE 289C - NAVY BLUE (ANCHORS AWEIGH - SW 9179)
 - I PANTONE 259C - WHITE (ZURICH WHITE - SW 7626)
 - J PANTONE 424C - SLATE (WESTCHESTER GRAY - SW 2849)
- CAULK INFO:
- DOW 780 WITH PRIMER (DOW 795 NOT APPROVED FOR THIS CONDITION)
 - BASE PANEL COLOR - WHITE
 - BLUE PANEL COLOR - CHARCOAL
 - 1 1/2" BACKER ROD
 - DEPTH 1/2" BACK
- NOTE: GLAZING FOR WINDOWS AND DOORS 1" DOUBLE PANEL W/SOLARBAN-75 ON OPTBLUE

CURRENT DRAWING SET:
PERMIT

ISSUE DATE: 10/8/2024

SHEET:
BUILDING ELEVATIONS

A201

E

D

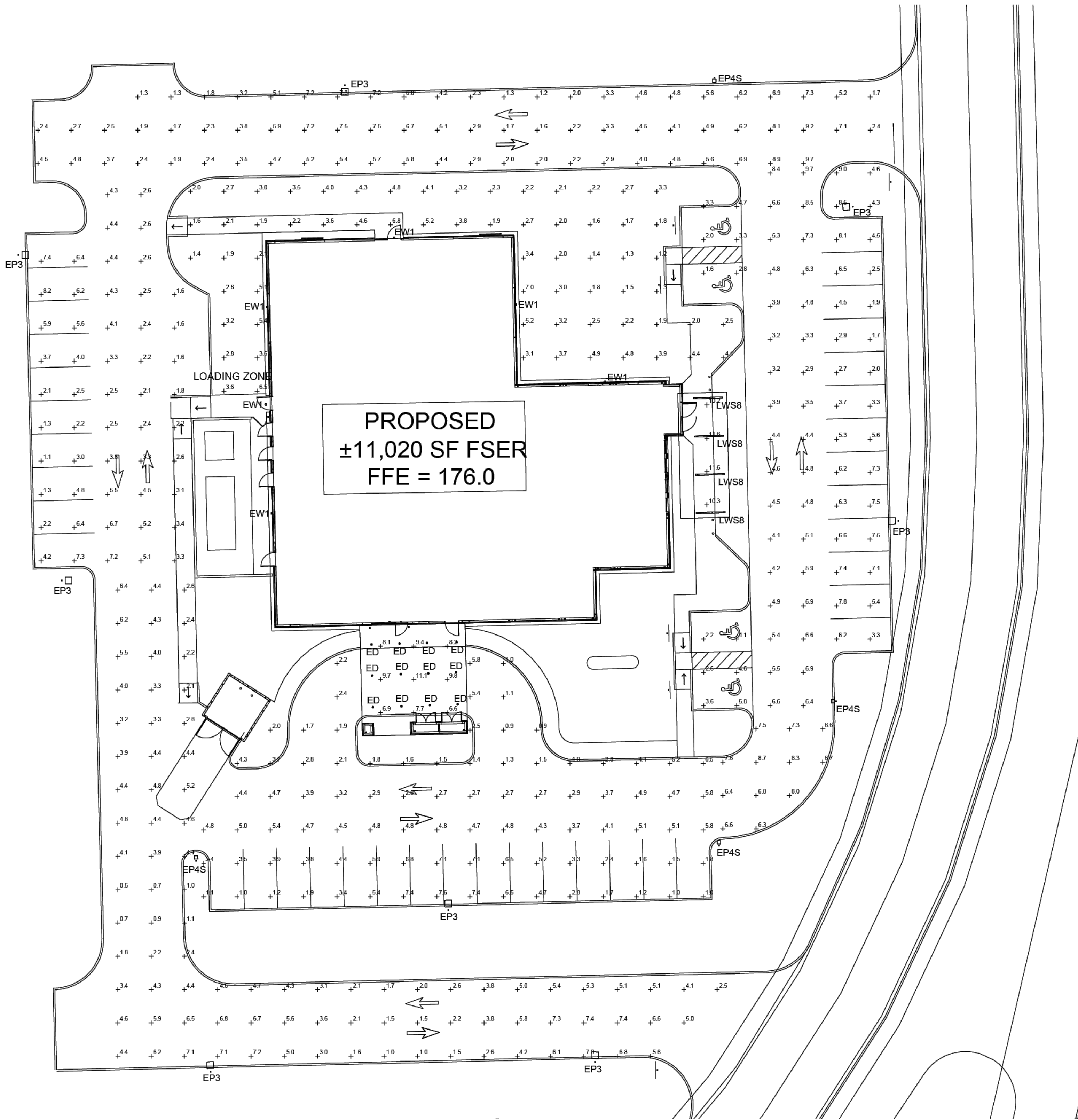
C

B

A

Schedule										
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	EP4S		5	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GALN-SA3C-740-U-T4W-HSS	GALLEON AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV WIDE OPTICS WITH HOUSE SIDE SHIELD	48	316	1	160
	EW1		6	COOPER LIGHTING SOLUTIONS - INVUE (FORMERLY EATON)	CCW-SA-740-2B-U-T4W	INVUE WALL PACK LIGHT SQUARE LUMINAIRE WITH T4W DISTRIBUTION LENS	1	6788	1	46.8
	ED		12			Reconstructed from photodata	1	952	1	10
	EP3		7	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GALN-SA3C-740-U-T3	GALLEON AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III OPTICS	48	433	1	160
	LWS 8		8	AXIS LIGHTING INC.	WBSLED-500-35-SO-4	AXIS LIGHTING WET BEAM DIRECT LED LUMINAIRE	1	1999	1	22.18

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone - Drive/Fire Lane 1	+	4.4 fc	9.7 fc	1.2 fc	8.1:1	3.7:1
Calc Zone - Drive/Fire Lane 2	+	3.6 fc	7.6 fc	0.8 fc	9.5:1	4.5:1
Calc Zone - Entry Canopy	+	10.9 fc	11.6 fc	10.2 fc	1.1:1	1.1:1
Calc Zone - Fire Lane	+	7.2 fc	8.7 fc	6.3 fc	1.4:1	1.1:1
Calc Zone - Parking 1	+	5.0 fc	9.7 fc	1.6 fc	6.1:1	3.1:1
Calc Zone - Parking 2	+	3.8 fc	8.2 fc	1.6 fc	5.1:1	2.4:1
Calc Zone - Parking 3	+	3.6 fc	7.6 fc	0.8 fc	9.5:1	4.5:1
Calc Zone - Property Line	+	0.0 fc	0.0 fc	0.0 fc	N/A	N/A
Calc Zone - Unpaved	+	3.1 fc	7.0 fc	1.2 fc	5.8:1	2.6:1
Calc Zone - Ambulance Canopy	+	8.6 fc	11.1 fc	6.6 fc	1.7:1	1.3:1



Photometric Study
1" = 20'-0"

HCA TWIN CITY
HOSPITAL
DEFUNIAK
SPRINGS FSER

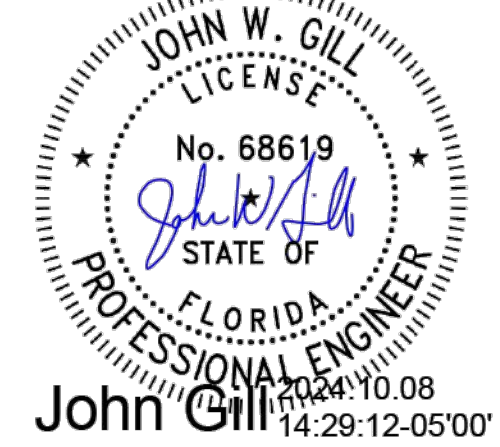
HCA HEALTHCARE



GIATTINA AYCOCK
ARCHITECTURE STUDIO INC.

2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
GStudio.com

STAMP:



John W. Gill
10-08
14:29:12-05'00"

REVISION SCHEDULE:		
NUM.	DESCRIPTION	DATE

NOTES & LEGEND

CURRENT DRAWING SET:
PHOTOMETRIC
STUDY

ISSUE DATE: 05/16/2024

SHEET:
PHOTOMETRIC
STUDY

ES101



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024
Department: Planning Department

Presenter:

Chris Wallace, Planning Director

Request Type: Action Item

Does this item require legal review? no

Time Required for Request: 5 minutes

Agenda Item Title:

2025-SSA-02, Jonathan E. Nash, on behalf of Barry Katz, is requesting to amend the FLUM for property located on Hwy 331 S, just north of Myrtle Avenue.

Attachment(s):

1. 2025-SSA-02 Ordinance Amending FLUM
2. FLUM Ordinance Exhibit A
3. Staff Report 2025-SSA-02

Brief Summary:

Jonathan E. Nash is requesting a Small-Scale Amendment to amend the Future Land Use Map (FLUM) from Low Density Residential to Commercial. The subject property is located on the east side of Hwy 331 S, just north of Myrtle Avenue. (parcel # 25-3N-19-19070-001-8815) and is approximately 2.67 acres in size.

Action Requested:

Approve the 1st reading of the amendment Ordinance

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:**Staff Recommendations/Comments:**

Staff Recommends Approval.

Ordinance Number ____

AN ORDINANCE ADOPTING A SMALL SCALE LAND USE MAP AMENDMENT OF THE CITY OF DEFUNIAK SPRINGS COMPREHENSIVE PLAN; CHANGING THE LAND USE CLASSIFICATIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

(US Hwy 331 South and Myrtle Avenue)

WHEREAS, the Legislature adopted Chapter 163, laws of Florida, which requires the City of DeFuniak Springs, Florida to prepare, adopt, and enforce a comprehensive plan; AND

WHEREAS, Chapter 163, Part II, Florida Statutes, establishes the Local Government Comprehensive Planning and Land Development Regulation Act; AND

WHEREAS, the City of DeFuniak Springs, Florida adopted Ordinance No. 669, November 13, 2000 (Comprehensive Plan) and Ordinance 793, October 25, 2010 (Evaluation and Appraisal Report), and Ordinance No. 881 on June 26, 2017 (Land Development Code) and;

WHEREAS, Chapter 163, Part II, Florida Statutes, requires local governments desiring to revise their comprehensive plans to prepare and adopt comprehensive plan amendments; AND

WHEREAS, the City of DeFuniak Springs has prepared a comprehensive plan future land use map amendment; AND

WHEREAS, the City Council of DeFuniak Springs held a Public Hearing to adopt Comprehensive Plan Amendment No. 2025-SSA-02, pursuant to Section 163.3184, Florida Statutes, with due public notice having been provided, and having reviewed and considered all comments received during the public hearing, and having provided for necessary revisions; AND

WHEREAS, in exercise of its authority, the City Council of DeFuniak Springs, Florida finds it necessary and desirable to adopt and does hereby adopt Comprehensive Plan Amendment No. 2025-SSA-02, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of DeFuniak Springs;

NOW, THEREFORE, BE IT ORDAINED by City Council of the City of DeFuniak Springs, Florida, as follows:

SECTION I. PURPOSE AND INTENT.

This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, as amended.

SECTION II. FUTURE LAND USE MAP AMENDMENTS.

The DeFuniak Springs City Council hereby adopts the following amendment to the Comprehensive Plan Future Land Use Map which will be updated consistent with the action of the DeFuniak Springs City Council as set forth in this Ordinance:

1. Application number 2025-SSA-02, Barry Katz has requested a Small-Scale Map Amendment, requesting to amend the adopted Future Land Use Map designations for an area that is approximately 2.6+/- acres in size.
2. The amendment area is identified as part of parcel # 25-3N-19-19070-001-8815.
3. The amendment area is legally described as:

All that parcel of land lying in and situated in Section 25, Township 3 North, Range 19 West, City of DeFuniak Springs, Walton County, Florida and being more particularly described as follows: Beginning at a concrete monument being the Point of Beginning (no number) marking the Southwest corner of Shady Oaks, a subdivision of Block 1882 and 1881 of Vankirk's map of DeFuniak Springs, as recorded in the Public Records of Walton County, Florida in Plat Book 4 at Page 11; thence go North 04 degrees 30 minutes 53 seconds East along the Westerly line of said Shady Oaks a distance of 239.88 feet to a concrete monument (no number); thence departing said Westerly line go North 85 degrees 54 minutes 02 seconds West a distance of 282.06 feet to a concrete monument (LB 1355) on the curved Easterly right-of-way line of U. S. Highway 331, said curved right-of-way having a radius of 3769.40 feet, a central angle of 06 degrees 31 minutes 56 seconds, a chord bearing of South 05 degrees 08 minutes 54 seconds West, a chord distance of 429.57 feet, and an arc length of 429.80 feet; thence go Southwesterly along said curve a distance of 429.84 feet to a point of intersection with the Northerly right-of-way line of Myrtle Street; thence go South 85 degrees 51 minutes 31 seconds East along said Northerly right-of-way line a distance of 246.83 feet to a point of intersection with the Westerly right-of-way line of an unnamed road (unimproved); thence go North 04 degrees 30 minutes 53 seconds East along said Westerly right-of-way line a distance of 189.83 feet to a ½" Iron rod (LB 1355); thence departing said Westerly right-of-way line go South 85 degrees 51 minutes East a distance of 39.54 feet to a concrete monument marking the Southwest corner of said Shady Oaks and the Point of Beginning.

4. The amendment area is currently designated Low Density Residential on the Future Land Use Map adopted within the DeFuniak Springs Comprehensive Plan.
5. Upon the legally effective date of this Ordinance, the Future Land Use Map designation for the amendment area will be designated as Commercial, as illustrated on Exhibit A (attached).
6. Any future development under this amendment will be required to meet all of the standards of the City of DeFuniak Springs Comprehensive Plan and Land Development Code.

SECTION III. CONFLICT WITH OTHER ORDINANCES OR CODES.

All Ordinances, or parts of Ordinances, of the Code of Ordinances of the City of DeFuniak Springs, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION IV. FILING.

An official, true and correct copy of the zoning amendment shall be filed with the Walton County Clerk and also maintained at the City of DeFuniak Springs Planning Department, which shall be responsible for administration of the Land Development Code.

SECTION V. SEVERABILITY.

Should any word, phrase, sentence or section of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then such shall be severed from this Ordinance, and the remainder of the Ordinance shall remain in full force and effect.

SECTION VI. EFFECTIVE DATE.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

Duly enacted, by the City Council of the City of DeFuniak Springs, Florida at a regularly scheduled public hearing on the 13th of January, 2025.

CITY COUNCIL
DEFUNIAK SPRINGS, FLORIDA

Attest:

Rafael Ali, City Clerk

By: _____
Robert "Bob" Campbell, Mayor

Exhibit A

2025-SSA-02

Jonathan E. Nash is requesting to amend the Future Land Use Map map from LDR- Low-Density Residential to C, Commercial

 Low Density Residential

 Commercial

 Institutional

 Subject Property

0 100 200 Feet



Highway 331 S.

Myrtle Ave.

Park Ave.

Bruce Ave.



City of DeFuniak Springs
1350 Baldwin Avenue
DeFuniak Springs, FL
32435



M-E-M-O-R-A-N-D-U-M

TO: City of DeFuniak Springs Planning Board

FROM: Chris Wallace, Planning Director

RE: 2025-SSA-02, Jonathan E. Nash, on behalf of Barry Katz, is requesting to amend the FLUM for property located on Hwy 331 N, just north of Myrtle Avenue.

DATE: October 30, 2024

(Planning Board meeting on Monday, November 4, 2024, 5:30 p.m.)

PART A. GENERAL INFORMATION

1. Applicant/Agent:
Jonathan E. Nash
O'Connell & Associates Consulting Engineer
Santa Rosa Beach, FL 32459
Owner:
Barry and Richard Katz
2. Requested Action: Jonathan E. Nash is requesting a Small-Scale Amendment to amend the Future Land Use Map (FLUM) from Low Density Residential to Commercial. The subject property is located on the east side of Hwy 331 N, just north of Myrtle Avenue. (parcel # 25-3N-19-19070-001-8815) and is approximately 2.67 acres in size.
3. Number of Notices Sent to Property Owners within 500 feet: There will be 44 notices sent to property owners located within 500 feet of the subject property.
4. Existing Zoning: The subject property is zoned C-2, Commercial. The Property to the east and south is also designated C-2. Property to the west and north is designated R-2. Please refer to Exhibit A – Existing Zoning.
5. Existing Future Land Use Map: The subject property is currently designated on the FLUM as LDR, Low Density Residential as is the property to the east, west and north.

Property to the south is designated Commercial. Please Refer to Exhibit B - Future Land Use Map.

PART B. ANALYSIS

The subject property is located on the east side of Hwy 331 N, just north of Myrtle Avenue. While the entire property is designated C-2, Commercial on the zoning map, a portion of the property still retains a LDR, Low Density Residential designation on the Future Land Use Map (FLUM). This request would clean up the FLUM to ensure consistency with the current zoning. As this property abuts an R-1, Single-Family Residential district a landscaped buffer will be required on the north and east side of the property upon development. Any proposed development will adhere to all requirements of the Land Development Code to minimize any impacts on the adjoining properties.

Exhibit A- Existing Zoning

2025-SSA-02

Jonathan E. Nash is requesting to amend
the Future Land Use Map map from
LDR- Low-Density Residential to C, Commercial

 R-2, Multi-Family Residential

 C-2, Commercial

 C-1, Commercial

 Subject Property

0 100 200 Feet



Highway 331 S.

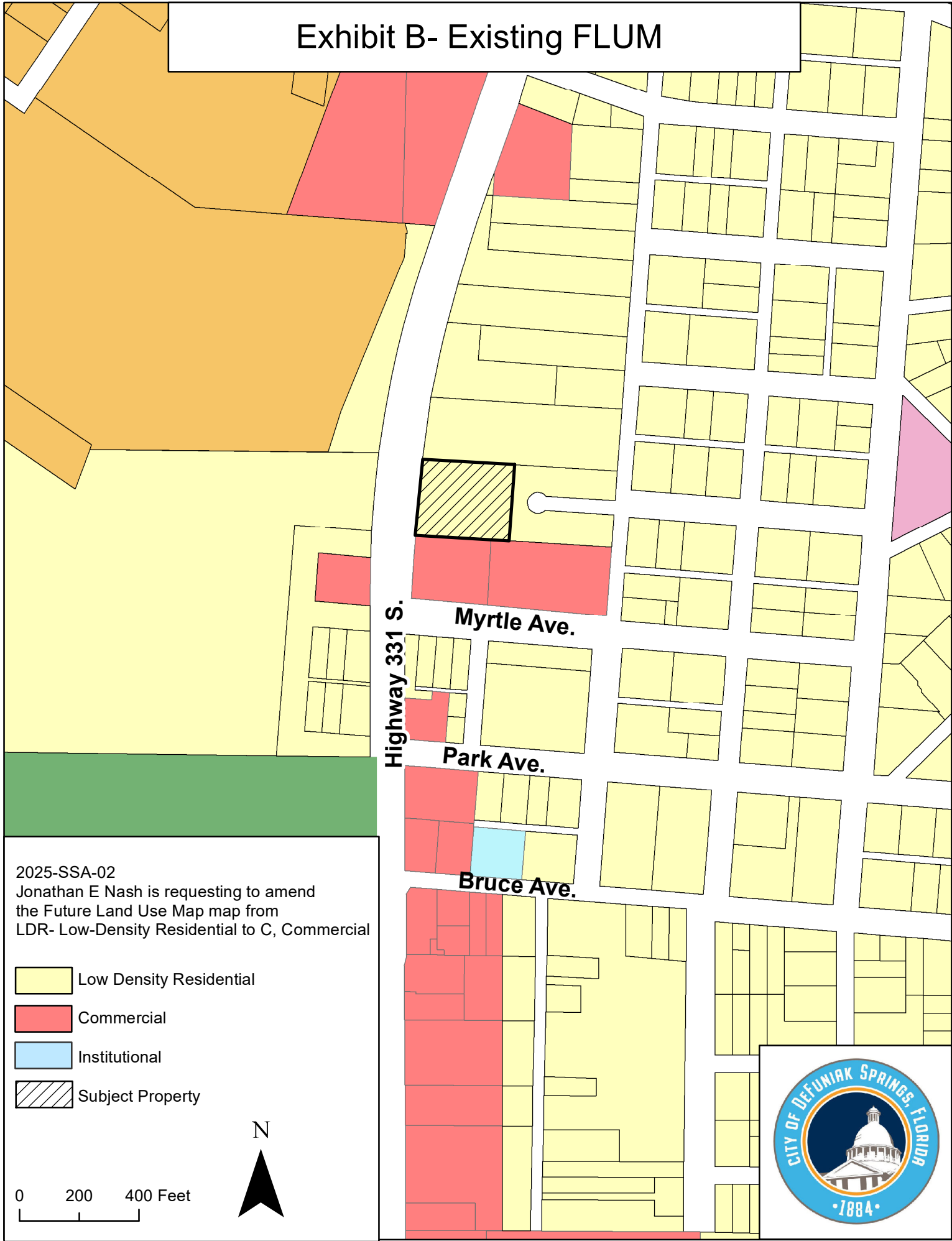
Myrtle Ave

Park Ave.

Bruce Ave.



Exhibit B- Existing FLUM





CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Cliff Knauer

Request Type: Action Item

Does this item require legal review? Yes.

Time Required for Request: 5 Minutes.

Agenda Item Title:

Continental Pacific Development Plan Discussion on Right of Way Circle Drive

Attachment(s):

1. CONTINENTAL PACIFIC CIRCLE DRIVE PUBLIC PARKING

Brief Summary:

development is requesting to improve existing City Right of Way to reconstruct existing broken tall trees for landscaping, demolish and remove old concrete around the hospital site, and construct four parking spaces on the north side of Circle Drive adjacent to the Old City Hospital Building.

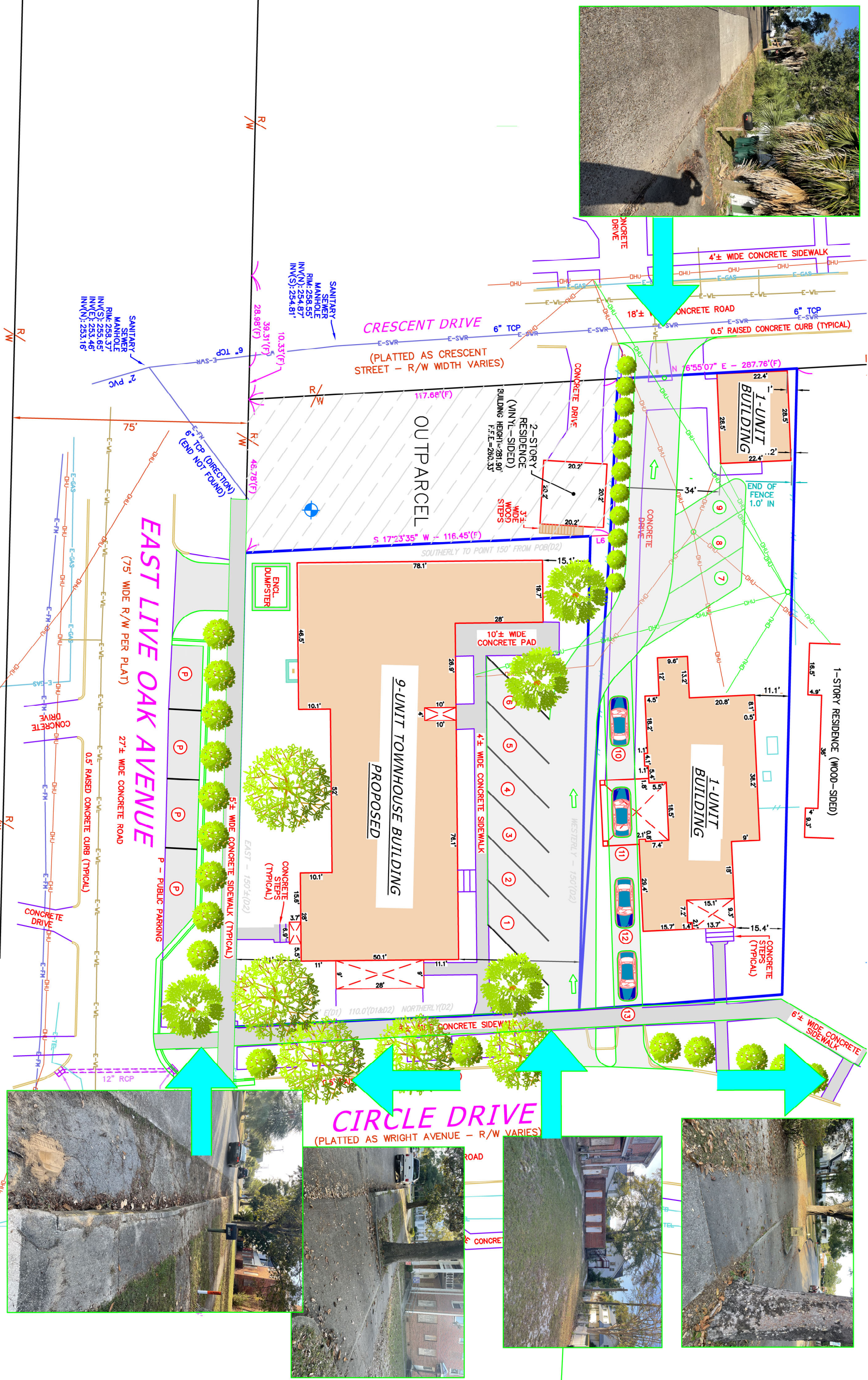
Action Requested:**Issue Overview:****Background Information & Issue Summary:**

Chris Wallace suggested that before we submit the project to Planning for a Development Order we provide the Council with our Concept Plans for approval to make improvements to the City Right of Way and discuss our plans.

Financial Impacts:

\$0.00.

Staff Recommendations/Comments:



REVISIONS			
FE/PG	DATE	REVISION	QID

KNAUER NEVER ENGINEERING, PLLC
21 W. WILLOW HILL ROAD
INLET BEACH, FL 32461
850-974-8815



CLIFFORD L. KNAUER, P.E., CFM DATE SIGNED
PROFESSIONAL ENGINEER LICENSE NO. 53830

CONTINENTAL PACIFIC DOWNTOWN DEVELOPMENT
PROPOSED PARKING / LAYOUT
CONTINENTAL PARCELS
REYNOLDS HENDERSON
DEFUNIAK SPRINGS, FLORIDA

FE/PG	DRAWING DATE	PROJECT NO.
	11/15/24	2023-139
	BY:	
	FOR	
	APPROVED BY:	
	CR	P-2



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Airport

Presenter:

DDB Construction

Request Type: Administrative Report

Does this item require legal review? No

Time Required for Request: 10 Minutes

Agenda Item Title:

Airport Terminal Update

Attachment(s):

None

Brief Summary:

The airport terminal general contractor will provide an update on the project's progress.

Action Requested:

None

Issue Overview:**Background Information & Issue Summary:**

The airport terminal construction is nearing completion. The general contractor, DDB Construction, has agreed to provide regular updates at council meetings until the project is complete.

Financial Impacts:

None

Staff Recommendations/Comments:

N/A



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Clay Adkinson, City Attorney

Request Type: Action Item

Does this item require legal review? Yes

Time Required for Request: 10 Minutes

Agenda Item Title:

CCB Bank Purchase Agreement Extension

Attachment(s):

1. Fourth Amendment to Purchase Agreement (12-5-2024)(103362702.1)

Brief Summary:

After the November 14, 2024, the City Attorney provided CCB Bank with a letter explaining the City's position on the sale of Old City Hall. The Bank provided additional comments/options and presented the included extension.

Action Requested:

TBD by the City Council.

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:

Staff Recommendations/Comments:

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT ("Fourth Amendment") is made and entered into as of this ____ day of December, 2024 by and between **CITY OF DEFUNIAK SPRINGS, FLORIDA**, a political subdivision of the State of Florida ("Seller") and **CCB COMMUNITY BANK**, an Alabama state-chartered bank ("Buyer").

WITNESSTH:

A. WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated November 13, 2023, as amended by that certain First Amendment to Real Estate Purchase and Sale Agreement dated May 9, 2024, as further amended by that certain Second Amendment to Real Estate Purchase and Sale Agreement dated July __, 2024, as further amended by that certain Third Amendment to Real Estate Purchase and Sale Agreement dated November ____, 2024 (collectively, the "**Agreement**"), pursuant to which Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller, certain real property commonly known as 71 W US Highway 90, DeFuniak Springs, Florida 32433, which is more particularly described therein (the "**Property**"); and

B. WHEREAS, Seller and Buyer desire to amend the Agreement pursuant to the terms, conditions and contingencies as set forth below.

NOW, THEREFORE, for and in consideration of the covenants and undertakings provided for herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby covenant and agree as follows:

1. Extension of Due Diligence Period. The Agreement is hereby amended to reflect that the Due Diligence Period shall be extended to **June 16, 2025**. The Due Diligence Period is being extended to allow Buyer to perform certain activities as recommended by the Florida Department of Environmental Protection ("**FDEP**"), including activities to meet the requirements of a Site Assessment under 62-780.600 F.A.C. Seller consents to Buyer engaging its environmental consultant to perform such activities. Seller agrees to provide access to the Property and cooperate with Buyer, the FDEP and Buyer's environmental consultant in their efforts to conduct said activities. Buyer agrees to provide the results of any sampling conducted pursuant these activities to FDEP and Seller for review upon receipt of the same.

2. All other terms, conditions and contingencies of said Agreement not amended by this Fourth Amendment shall remain in full force and effect.

3. This Fourth Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one instrument. To facilitate execution of this Fourth Amendment, the parties hereto may execute and exchange by facsimile counterparts of the signature pages. Facsimile signatures shall be as enforceable as an original signature.

IN WITNESS WHEREOF, Seller and Buyer have executed this Fourth Amendment as of the day and year first above written.

	SELLER: CITY OF DEFUNIAK SPRINGS, FLORIDA, a political subdivision of the State of Florida By: _____ Name: _____ Title: _____ Date: _____
--	--

[SELLER SIGNATURE PAGE TO FOURTH AMENDMENT]

	BUYER: CCB COMMUNITY BANK, an Alabama state-chartered bank By: _____ Name: _____ Title: _____ Date: _____
--	--

[BUYER SIGNATURE PAGE TO FOURTH AMENDMENT]



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Amy Heavilin, Council Member 3

Request Type: Action Item

Does this item require legal review? No

Time Required for Request: 5 Minutes

Agenda Item Title:

Walton County Tourist Development Council (TDC) Appointment

Attachment(s):

None

Brief Summary:

Discussion on the recent action of the Walton County Board of County Commissioners

Action Requested:

TBD by the City Council

Issue Overview:

Background Information & Issue Summary:

Financial Impacts:**Staff Recommendations/Comments:**



CITY COUNCIL

Agenda Item Form

Meeting Date: December 9, 2024

Department: Administration

Presenter:

Todd Bierbaum, Council Member 1

Request Type: Administrative Report

Does this item require legal review? No

Time Required for Request: 5 Minutes

Agenda Item Title:

Code Review and Land Use - Chapter 14 Nuisances and Hazards or Insanitary Conditions

Attachment(s):

1. Chapter 14 Nuisances and Hazardous or Insanitary Conditions (Finale Version)
2. 2021 International Property Maintenance Code

Brief Summary:

Discussion Only

Action Requested:**Issue Overview:**

Background Information & Issue Summary:

Financial Impacts:**Staff Recommendations/Comments:**

Chapter 14 NUISANCES AND HAZARDOUS OR INSANITARY CONDITIONS¹

ARTICLE I. IN GENERAL

Sec. 14-1. Definitions.

Words in the present tense include the future. Words in the masculine gender include the feminine and neuter. Words in the feminine and neuter include the masculine. The singular number includes the plural, and the plural includes the singular.

Whenever the words "dwellings," "dwelling units," "rooming house," "rooming units," "premises," or "buildings" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

The following definitions shall apply to the interpretation and enforcement of this chapter:

City shall mean DeFuniak Springs, Florida.

Construction material shall include all types of debris resulting from construction of any type, including blocks, stones, rocks, boards, plaster, cement products, nails, roofing material, or other materials and waste as a result of any construction or land clearing.

Discarded personal property shall mean all items of personal property rendered unusable by wear and time of use; including, but not limited to, furniture; appliances; tools; containers of all types, whether glass, plastic, wooden, or other materials; household goods of all types; clothing and wearing apparel.

¹Editor's note(s)—Ord. No. 485, §§ I—VIII, enacted May 11, 1981, and codified herein as §§ 14-1—14-3, and 14-5—14-11, has been treated as superseding former §§ 14-1—14-7, prohibiting the maintenance of nuisance conditions, and specifying the remedies therefor. Said former sections were derived from Ord. No. 411, §§ I—VI, enacted Dec. 13, 1971, and the 1981 Code.

Cross reference(s)—Adoption of provisions of state law regarding abandoned property, § 15-12.

State law reference(s)—Municipal Home Rule Powers Act, F.S. Ch. 166; abatement of nuisances by injunction, F.S. § 60.05 et seq.; nuisances injurious to health, F.S. Ch. 386; public nuisances generally, F.S. Ch. 823.

Enforcement officer shall mean the city inspector or other officers or persons designated by the city council with the administration and enforcement of this chapter, or their duly authorized representative.

Garbage shall mean the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Green roof is a vegetated roofing system which is functionally integrated onto a roof area. Designs are site specific depending on climatic conditions; slope; access; structural capacity and intended usage. Standard components are a tested waterproofing membrane; root barrier; drainage outlets; drainage layer; geofabric; grow media; vegetation; irrigation; maintenance regime.

Hazardous tree shall mean any tree determined to be in imminent danger of falling based on an assessment by an arborist or municipal official.

Imminent danger of falling shall mean a condition in which a tree poses a clear, present, and immediate threat to public safety, property, or infrastructure due to its structural instability, disease, or damage.

Occupant shall mean someone who lives in or uses a property as a tenant or owner, or someone who intends to acquire ownership.

Owner shall mean the individual, entity, or government agency that holds legal title to the property on which the tree is located.

Rubbish shall mean combustible and noncombustible waste materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke and other combustible material; paper; rags; cartons; boxes; wood; excelsior; rubber; leather; tree branches; yard trimmings; tin cans; metal; mineral matter; glass crockery; and dust.

Trash shall include wooden pasteboard boxes, cartons and their contents, newspapers, all leaves, moss, small shrubbery, cuttings and small tree trimmings, bark, grass, weeds, as may come from the upkeep of any adjacent residential premises.

Tree and branches shall include all trees, limbs, trunks and branches, including citrus prunings, regardless of size.

(Ord. No. 485, § I, 5-11-81)

Sec. 14-2. General requirements.

- (a) All buildings or structures shall be maintained in a safe and sanitary condition. The owner, or his designated agent, shall be responsible for the safety and maintenance of buildings.

The City of DeFuniak Springs hereby adopts the 2021 edition of the International Property Maintenance Code (IPMC) published by the International Code Council and incorporates the same by reference as if fully set forth herein. The IPMC is adopted as the City of DeFuniak Springs Property Maintenance Code and shall be the governing law relative to all buildings, structures and premises as defined herein.

- (b) Every owner of a building or dwelling containing two (2) or more dwelling units shall be responsible for maintaining in a clean, safe and sanitary condition the shared or public areas of the dwelling and premises thereof.
- (c) Every occupant of a dwelling unit or building shall keep in a clean and sanitary condition that part of the dwelling or dwelling unit and premises thereof which he occupies and controls or which is provided for his particular use.
- (d) Every occupant of a building or dwelling unit shall dispose of all his garbage and other organic waste, which might provide food for rodents, and all rubbish, in a safe and sanitary manner by placing it in the garbage disposal facilities or garbage or rubbish storage containers.
- (e) Every occupant of any building shall be responsible for the extermination of any insects, rodents or other pests within the building or premises.
- (f) All waste water from any premises shall be connected to the city sewer system or an approved septic tank, where city sewer is not available. Every occupant of a dwelling unit or building shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
- (g) Trash, which includes wooden pasteboard boxes, cartons, and their contents, newspapers, all leaves, moss, small shrubbery, cuttings and small tree trimmings, bark, grass and weeds, as may come from the upkeep of any premises, shall only be placed in the alley right-of-way or, if no alley, then on the street right-of-way adjacent to the owner's lot or parcel of land, and shall be placed on the owner's side of the street.

-
- (h) Every person making, using, storing or having charge or control, of any shavings, excelsior, rubbish, sacks, bags, litter, hay, straw or combustible trash, waste or fragments shall, at the close of each day, cause all such material which is not compactly baled and stacked in an orderly manner to be removed from the premises or stored in suitable and covered receptacles or bins, except properties that are zoned for agricultural use.

(Ord. No. 485, §§ II, III, 5-11-81)

Sec. 14-3. Violations enumerated.

- (a) Any nonconformance with the requirements set forth in section 14-2 shall be a violation of this chapter.
- (b) No person shall occupy as owner-occupant, or let or sublet to another for occupancy, any dwelling unit designated or intended to be used for the purpose of living, sleeping, cooking or eating therein, which does not comply with the requirements specified in section 14-2.
- (c) It shall be unlawful for the owner or occupant of any building, structure or property to utilize the premises of any building for open storage of any item(s)/material(s) that would be considered a fire or life safety hazard by ordinance, Florida State Statute or Fire Marshal, including but not limited to abandoned ice box, refrigerator, stove, glass, building material, building rubbish or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such property clean and to remove from the premises all such abandoned items as listed above, including, but not limited to, weeds, dead trees, trash, garbage, etc.
- (d) ~~It shall be unlawful for any person to deposit, throw, discard or place, any trash, litter of any type, paper, garbage, cans, cartons, bottles or other discarded waste materials, onto any public street or sidewalk, except in compliance with this chapter; and in the event that there shall be found any such trash or discarded personal property within any public street, sidewalk, or right-of-way,~~ No person shall litter, throw, dump or deposit, or cause or permit the same, on the sidewalk, or upon any street, lane, alley or other public property, or in any gutter, catch basin, storm drain or drainage ditch, any trash, garbage, refuse or other waste matter or material that is not allowed by “Chapter 9 – Garbage, Trash and Litter”. If unallowed trash,

garbage, and/or discarded personal property is placed in the described locations, the owner, lessee, or any person in control of the said property adjacent to the described locations street, sidewalk, or right-of-way, upon the side of the street where said trash, garbage, or discarded personal property is located shall be found, shall be responsible for the removal of those items, where and in such cases the city sanitation department does not provide removal service.

(e) No person shall within the city allow:

(1) Property to become overgrown with grass, weeds or wild vegetation to a height of twelve (12) inches or more from the ground, excluding trees and shrubs.

(a) This subsection does not apply to those parcels of land that exceed two (2) acres in size.

(b) Property two (2) or more acres in size will maintain a strip in accordance with subsection (c) of ten (10) feet on all boundaries the property:

- Within 50 feet of any structure used for human occupancy.
- Within 10 feet of any public right-of-way, including streets, sidewalks, and developed alleys.

(2) No person shall allow his Property to accumulate discarded personal property, construction materials or other materials, trash, garbage, rubbish of any kind or other waste materials.

(3) No person shall allow Trees, vines or shrubs to obstruct the vision of pedestrians, motor vehicle operators or bicycle riders within the right-of-way or travel ways of any street, sidewalk or alley within the city, refer to Chapter 22, Section 22-23.

(Ord. No. 528, 9-22-86)

(f) It shall be unlawful for any person, firm, or corporation to store, dispose of, or allow to stand unattended in the open, outside any enclosure or outside of any store or building or inside any abandoned structure or building within the city limits, any abandoned refrigerators or appliances, with doors thereon, unless the abandoned refrigerators or appliances so stored shall first have the doors removed or securely locked in a closed position.

(g) The accumulation of any wild vegetation, weeds, plant matter, materials, trash, garbage, rubbish or other waste materials shall constitute a menace to health and a fire hazard and shall

be deemed a nuisance. Also, any accumulation that could become a breeding place for insects or vermin or cause unpleasant odors shall be deemed a nuisance.

- (h) No person shall permit to remain upon any roof or in any court, yard, vacant lot or open space, any accumulation of wastepaper, grass, weeds, litter or combustible or flammable waste or rubbish of any kind, with the expect of a properly designed and installed green roof.

(Ord. No. 485, § III, 5-11-81)

- (i) It shall be unlawful for any person to pitch a tent within the city to temporarily or permanently reside until such person has made an application to the Planning Department for a tent permit to pitch such tent. Every application shall contain such reasonable information as may be required by the Planning Department for the issuance of such permit. A fee in the amount of fifty dollars (\$50.00) shall be charged for the issuance of a tent permit pursuant to this section.

State law reference(s)—Ice box, refrigerators, deep-freeze lockers, etc.; abandonment, discard; attractive nuisance; violation; penalty, F.S. § 823.07 et seq.

Sec. 14-4. Litter control.

- (a) It shall be unlawful for any person, firm, or corporation, in person or by his agent, employee or servant, to cast, throw, sweep, sift or deposit in any manner, in or upon any public way or other public place in the city or any canal, public water, drain, sewer or receiving basin within the jurisdiction of the city, any kind of dirt, rubbish, waste article, thing or substance whatsoever, whether liquid or solid. Nor shall any person, firm or corporation, cast, throw, sweep, sift or deposit any of the aforementioned items anywhere within the jurisdiction of the city in such manner that it may be carried or deposited, in whole or in part, by the action of the sun, wind, rain or snow, into any of the aforementioned places. Provided, that this section shall not apply to the deposit of material under a permit authorized by any ordinance of the city; or to goods, wares or merchandise deposited upon any public way or other public place temporarily, in the necessary course of trade, and removed therefrom within two (2) hours of being so deposited; or to articles or things deposited in, or conducted into, the city sewer system through lawful drains, in accordance with the ordinances of the city relating thereto.
- (b) It shall be unlawful for any person, firm or corporation, in person or by his or its agent, employee or servant, to use any vehicle to haul any kind of dirt, rubbish, waste articles or

things or substance, whether liquid or solid, unless such vehicle is covered to prevent any part of its load from spilling or dropping, at all times while such vehicle is in motion on any street or alley in the municipality. Provided, however, that the requirements herein for covering such vehicles shall not apply to vehicles carrying brush cuttings, tree trimmings, branches, logs and similar waste material, if such matter is securely lashed to such vehicle to prevent spilling or dropping as aforesaid.

(Ord. No. 484, § VII, 5-11-81)

Editor's note(s)—Ord. No. 484, § VII, enacted May 11, 1981, nonamendatory of the Code, was included herein as § 14-4, at the discretion of the editor.

Sec. 14-5. Fence and Wall Maintenance:

Fences and walls shall be maintained in a safe and structurally sound condition, in good repair with the surface coated or painted. Fences shall be free from loose or rotting materials and shall have braces and supports attached or fastened in accordance with common building practices. Fences shall be maintained free of nails protruding more than 1/16th inch beyond the face of any uncovered fence member. All damaged or missing portions of a fence shall be replaced with comparable materials to the pre-existing material and shall be attached to the existing portion of the fence. Fences shall not be externally braced in lieu of replacing or repairing posts, columns or other structural members. Metal fencing shall be free from rust or deterioration. Vinyl fences shall be free of algae, mold and mildew.

Sec. 14-6. Parking Lot Maintenance:

The owner or operator of property used for parking, circulation and loading shall maintain such area in good condition so that it is safe, clean, dust-free, and free of any hazard, nuisance or other unsafe condition, such as but not limited to holes, debris, operational drainage systems and keeping directional arrows and striping visible. Striping for parking spaces shall be maintained in accordance with the approved site plan, refer to Chapter 18.

Sec. 14-7. Sign Maintenance:

- (1) All signs, including their supports, braces, guys and anchors, shall be maintained so as to ensure the structural integrity of the sign.
- (2) Painted areas and sign surfaces shall be kept in good condition, and illumination, if provided, shall be maintained in safe and good working order.
- (3) If an establishment closes / goes out of business or vacates the structure, the owner of the property is required to remove any signs of the previous business from the property or provide a temporary sign cover within 30 days.

Sec. 14-8. Stagnant Water:

- (1) It shall be unlawful for the owner or any other persons in possession of any lot, tract, or other parcel of land in the city, improved or unimproved, to allow on any lot, tract, or parcel of land within the city to allow swimming pools, tires, or another vessel to collect, contain and develop stagnant water.
- (2) Stagnant water shall be deemed unsanitary and dangerous to human life and the public welfare. Stagnant water in ponds, swimming pools, tires, or other vessels shall be removed, and all repairs made and / or brought into full compliance of not holding unsanitary water.
- (3) Swimming pools and ponds not repaired to keep stagnant water from forming within a reasonable time, as allowed by the building official, will be demolished and filled in. Any owner of any lot, tract or parcel of land in the city who violates any provision set forth in this article shall, upon conviction thereof, be punished as provided by law or fine.

Sec. 14-9. Stormwater Pond Maintenance: All premises shall be maintained in a condition to prevent erosion of soil and allow detention systems or ponds to drain or evaporation properly by best management practices (BMP's) as-approved by the City of DeFuniak Springs Planning Department with procedures such as:

- (1) **Vegetation Management:** Mowing on a regular basis to prevent erosion or aesthetic problems. Limited use of fertilizers and pesticides in and around the ponds to minimize entry into pond and subsequent downstream waters.

-
- (2) Trash, debris and litter removal: Removal of any trash, etc. causing any obstructions at the inlet, outlet, orifice or trash rack during periodic inspections and especially after every runoff producing rainfall event. General pickup of trash, etc. in and around the pond during all inspections.
 - (3) Mechanical Equipment check: Inspection of any valves, pumps, fence gates, locks or mechanical components during periodic inspections and appropriate replacement/repair.
 - (4) Structural Component check: Inspection of the outlet works, inlet, orifice, trash rack, trickle channel on a regular basis for additions to the annual Nonroutine Maintenance list.
 - (5) Bank erosion/stabilization: Keep effective ground cover on all vegetated areas in order to see the benefits of proper infiltration of runoff, and effective filtering of pollutants. All areas not vegetated should be re-vegetated and stabilized immediately.
 - (6) Sediment removal: As needed, the accumulated sediment should be removed from the bottom of the outlet structure and the pond depths checked at several points. If the depth of the accumulated sediment is greater than 25% of the original design depth, sediment should be removed.
 - (7) Structural Repair/Replacement: Outlet structure or other structural components like the trickle channel or trash rack will need repair or be replaced.

Sec. 14-10. Mandatory Utilities

No persons shall occupy a structure for living purposes that does not have active electric and / or water utilities; except:

- (a) During or immediately following an official state of emergency or power outage, when a generator may be used, for a limited period of time, to allow service to a house given hardship attributable due to the state of emergency or power outage.
- (b) During construction or development of the primary structure for living purposes where a temporary pole or generator may be used, and in such an instance only during the time construction or development is underway.
- (c) Businesses during working hours or private individuals that use a generator to provide a service, upkeep or maintenance on a property.

Secs. 14-11 —14-30 35. Reserved.

IPMC[®]

INTERNATIONAL
PROPERTY MAINTENANCE
CODE[®]

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PREFACE

Introduction

The *International Property Maintenance Code*® (IPMC®) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. This 2021 edition is fully compatible with all of the International Codes® (I-Codes®) published by the International Code Council® (ICC®), including the *International Building Code*® (IBC®), *International Energy Conservation Code*® (IECC®), *International Existing Building Code*® (IEBC®), *International Fire Code*® (IFC®), *International Fuel Gas Code*® (IFGC®), *International Green Construction Code*® (IgCC®), *International Mechanical Code*® (IMC®), *International Plumbing Code*® (IPC®), *International Private Sewage Disposal Code*® (IPSDC®), *International Residential Code*® (IRC®), *International Swimming Pool and Spa Code*® (ISPSC®), *International Wildland-Urban Interface Code*® (IWUIC®), *International Zoning Code*® (IZC®) and *International Code Council Performance Code*® (ICCP®).

The I-Codes, including the IPMC, are used in a variety of ways in both the public and private sectors. Most industry professionals are familiar with the I-Codes as the basis of laws and regulations in communities across the US and in other countries. However, the impact of the codes extends well beyond the regulatory arena, as they are used in a variety of nonregulatory settings, including:

- Voluntary compliance programs such as those promoting sustainability, energy efficiency and disaster resistance.
- The insurance industry, to estimate and manage risk, and as a tool in underwriting and rate decisions.
- Certification and credentialing of individuals involved in the fields of building design, construction and safety.
- Certification of building and construction-related products.
- US federal agencies, to guide construction in an array of government-owned properties.
- Facilities management.
- “Best practices” benchmarks for designers and builders, including those who are engaged in projects in jurisdictions that do not have a formal regulatory system or a governmental enforcement mechanism.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

In addition to the codes themselves, the code development process brings together building professionals on a regular basis. It provides an international forum for discussion and deliberation about building design, construction methods, safety, performance requirements, technological advances and innovative products.

Development

This 2021 edition presents the code as originally issued, with changes reflected in the 2003 through 2018 editions and with further changes developed through the ICC Code Development Process through 2019. A new edition of the code is promulgated every 3 years.

This code is intended to establish provisions that adequately protect public health, safety and welfare and that neither unnecessarily increase construction costs nor give preferential treatment to particular types or classes of materials, products or methods of construction.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The ICC Code Development Process reflects principles of openness, transparency, balance, due process and consensus, the principles embodied in OMB Circular A-119, which governs the federal government's use of private-sector standards. The ICC process is open to anyone; there is no cost to participate, and people can participate without travel cost through the ICC's cloud-based app, cdpAccess®. A broad cross section of interests are represented in the ICC Code Development Process. The codes, which are updated regularly, include safeguards that allow for emergency action when required for health and safety reasons.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC's important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- American Institute of Architects (AIA)
- National Association of Home Builders (NAHB)

The code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC's governmental members—public safety officials who have no financial or business interest in the outcome—cast the final votes on proposed changes.

The contents of this work are subject to change through the code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the ICC.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. The ICC does not have the power or authority to police or enforce compliance with the contents of this code.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Committee Action Hearing.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

- [A] = Administrative Code Development Committee;
- [F] = International Fire Code Development Committee;
- [P] = International Plumbing Code Development Committee;
- [BE] = IBC—Egress Code Development Committee; and
- [BG] = IBC—General Code Development Committee.

For the development of the 2024 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years, as shown in the following Code Development Hearings Table.

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold Committee Action Hearings in different years, proposals for the IPMC will be heard by committees in both the 2021 (Group A) and the 2022 (Group B) code development cycles.

For instance, every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, which is part of the Group B portion of the hearings. This committee will hold its Committee Action Hearings in 2022 to consider code change proposals for Chapter 1 of all I-Codes except the IECC, IRC and IgCC. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2022.

It is very important that anyone submitting code change proposals understands which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the Code Development Committee responsibilities, please visit the ICC website at www.iccsafe.org/current-code-development-cycle.

CODE DEVELOPMENT HEARINGS

Group A Codes (Heard in 2021, Code Change Proposals Deadline: January 11, 2021)	Group B Codes (Heard in 2022, Code Change Proposals Deadline: January 10, 2022)
International Building Code – Egress (Chapters 10, 11, Appendix E) – Fire Safety (Chapters 7, 8, 9, 14, 26) – General (Chapters 2–6, 12, 27–33, Appendices A, B, C, D, K, N)	Administrative Provisions (Chapter 1 of all codes except IECC, IRC and IgCC; IBC Appendix O; the appendices titled “Board of Appeals” for all codes except IECC, IRC, IgCC, ICCPC and IZC; administrative updates to currently referenced standards; and designated definitions)
International Fire Code	International Building Code – Structural (Chapters 15–25, Appendices F, G, H, I, J, L, M)
International Fuel Gas Code	International Existing Building Code
International Mechanical Code	International Energy Conservation Code—Commercial
International Plumbing Code	International Energy Conservation Code—Residential – IECC—Residential – IRC—Energy (Chapter 11)
International Property Maintenance Code	International Green Construction Code (Chapter 1)
International Private Sewage Disposal Code	International Residential Code – IRC—Building (Chapters 1–10; Appendices AE, AF, AH, AJ, AK, AL, AM, AO, AQ, AR, AS, AT, AU, AV, AW)
International Residential Code – IRC—Mechanical (Chapters 12–23) – IRC—Plumbing (Chapters 25–33, Appendices AG, AI, AN, AP)	
International Swimming Pool and Spa Code	
International Wildland-Urban Interface Code	
International Zoning Code	

Note: Proposed changes to the ICCPC will be heard by the code development committee noted in brackets [] in the text of the ICCPC.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2018 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a row of a table has been deleted.

A single asterisk [*] placed in the margin indicates that text or a table has been relocated within the code. A double asterisk [**] placed in the margin indicates that the text or table immediately following it has been relocated there from elsewhere in the code. The following table indicates such relocations in the 2021 edition of the IPMC.

RELOCATIONS

2021 LOCATION	2018 LOCATION
104.1	103.5
105	104
105.7-105.7.1	103.4-103.4.1
106	105
107.2	111.1
108.1	111.2
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111.4-111.6	107.1-107.4, 107.6
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113	110
B101.2.2	111.8
B101.3	111.2
B101.3.2	111.2.1
B101.3.4	111.2.2
B101.3.5	111.2.4
B101.3.6	111.2.3
B101.3.7	111.2.5
B101.4	111.4.1
B101.5	111.3
B101.5.3	111.5
B101.7	111.6
B101.7.1	111.6.1
B101.8	111.7

Coordination of the International Codes

The coordination of technical provisions is one of the strengths of the ICC family of model codes. The codes can be used as a complete set of complementary documents, which will provide users with full integration and coordination of technical provisions. Individual codes can also be used in subsets or as stand-alone documents. To make sure that each individual code is as complete as possible, some technical provisions that are relevant to more than one subject area are duplicated in some of the model codes. This allows users maximum flexibility in their application of the I-Codes.

Italicized Terms

Terms italicized in code text, other than document titles, are defined in Chapter 2. The terms selected to be italicized have definitions that the user should read carefully to better understand the code. Where italicized, the Chapter 2 definition applies. If not italicized, common-use definitions apply.

Adoption

The ICC maintains a copyright in all of its codes and standards. Maintaining copyright allows the ICC to fund its mission through sales of books, in both print and electronic formats. The ICC welcomes adoption of its codes by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All I-Codes and I-Standards, along with the laws of many jurisdictions, are available for free in a nondownloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@iccsafe.org to learn how to adopt and distribute laws based on the IPMC in a manner that provides necessary access, while maintaining the ICC's copyright.

To facilitate adoption, several sections of this code contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For this code, please see:

Section 101.1. Insert: **[NAME OF JURISDICTION]**

Section 103.1. Insert: **[NAME OF DEPARTMENT]**

Section 302.4. Insert: **[HEIGHT IN INCHES]**

Section 304.14. Insert: **[DATES IN TWO LOCATIONS]**

Section 602.3. Insert: **[DATES IN TWO LOCATIONS]**

Section 602.4. Insert: **[DATES IN TWO LOCATIONS]**

Effective Use of the International Property Maintenance Code

The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

ARRANGEMENT AND FORMAT OF THE 2021 IPMC

Before applying the requirements of the IPMC, it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection. Below is a chapter-by-chapter synopsis of the scope and intent of the provisions of the IPMC. The following table shows how the IPMC is divided. The ensuing chapter-by-chapter synopsis details the scope and intent of the provisions of the IPMC.

Chapter Topics	
Chapter	Subjects
1	Scope and Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards
Appendix A	Boarding Standard
Appendix B	Board of Appeals

Chapter 1 Scope and Administration

Chapter 1 contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

Chapter 2 Definitions

All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is shown in *italics*. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance is provided regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code.

Chapter 3 General Requirements

Chapter 3, “General Requirements,” is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both

the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter's provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations

The purposes of Chapter 4 are to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements

Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements

The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

Chapter 7 Fire Safety Requirements

The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 8 Referenced Standards

The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

Appendix A Boarding Standard

The provisions in Appendix A are not mandatory unless specifically referenced in the adopting ordinance. This appendix provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality.

Appendix B Board of Appeals

The provisions contained in Appendix B are not mandatory unless specifically referenced in the adopting ordinance. This appendix provides criteria for Board of Appeals members and procedures by which the Board of Appeals should conduct its business.

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CHAPTER 1

SCOPE AND ADMINISTRATION

User note:

About this chapter: Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101 and 102) and Part 2—Administration and Enforcement (Sections 103 – 110). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable.

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the property owner and building occupants.

This Chapter was extensively reorganized for the 2021 edition. For clarity, the relocation marginal markings have not been included. For complete information, see the relocations table in the Preface information of this code.

PART 1 — SCOPE AND APPLICATION

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

[A] 101.1 Title. These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

[A] 101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an *owner’s* authorized agent, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] 101.3 Purpose. The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

[A] 101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case,

different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the *structure* or *premises* was constructed, altered or repaired shall be maintained in good working order. An *owner*, *owner’s* authorized agent, *operator* or *occupant* shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner’s* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] 102.3 Application of other codes. Repairs, additions or alterations to a *structure*, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Existing Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] 102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any *structure* that is dangerous, unsafe and insanitary.

[A] 102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer’s instructions.

102.6 Structural analysis. Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal

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loads, load effects, required strengths and limit states in accordance with the requirements under which the *structure* was constructed or in accordance with any subsequent requirement.

[A] 102.7 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] 102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.8.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.8.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.9 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure* or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.10 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.11 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 CODE COMPLIANCE AGENCY

[A] 103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

[A] 103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of

the appointing authority, the *code official* shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104 FEES

[A] 104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority.

104.2 Refunds. The *code official* is authorized to establish a refund policy.

SECTION 105 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 105.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 105.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 105.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner's* authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 105.4 Identification. The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 105.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 105.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

[A] 105.7 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

[A] 105.7.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

SECTION 106 APPROVAL

[A] 106.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided that the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 106.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 106.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims

for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

[A] 106.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] 106.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 106.4 Used material and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 106.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 106.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 107 MEANS OF APPEAL

107.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

[A] 107.2 Limitations of authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

107.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

107.4 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

SECTION 108 BOARD OF APPEALS

[A] 108.1 Membership of board. The board of appeals shall consist of not less than three members who are qualified by

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experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall not vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

SECTION 109 VIOLATIONS

[A] 109.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 109.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 111.4.

[A] 109.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the *structure* in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

[A] 109.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 109.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, *structure* or *premises*, or to stop an illegal act, conduct, business or utilization of the building, *structure* or *premises*.

SECTION 110 STOP WORK ORDER

[A] 110.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 110.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the

reason for the order and the conditions under which the cited work is authorized to resume.

[A] 110.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION 111 UNSAFE STRUCTURES AND EQUIPMENT

111.1 Unsafe conditions. When a *structure* or equipment is found by the *code official* to be unsafe, or when a *structure* is found unfit for human *occupancy*, or is found unlawful, such *structure* shall be *condemned* pursuant to the provisions of this code.

111.1.1 Unsafe structures. An unsafe *structure* is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the *structure* by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such *structure* contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the *structure* that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or *structure*.

111.1.3 Structure unfit for human occupancy. A *structure* is unfit for human *occupancy* whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants* of the *structure* or to the public.

111.1.4 Unlawful structure. An unlawful *structure* is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

111.1.5 Dangerous structure or premises. For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction

- as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
 3. Any portion of a building, *structure* or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
 4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
 5. The building or *structure*, or part of the building or *structure*, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or *structure* is likely to fail or give way.
 6. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
 7. The building or *structure* is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or *structure* to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or *structure* for committing a nuisance or an unlawful act.
 8. Any building or *structure* has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or *structure* provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
 9. A building or *structure*, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
 10. Any building or *structure*, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing

system or other cause, is determined by the *code official* to be a threat to life or health.

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

111.2 Closing of vacant structures. If the *structure* is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the *structure* closed up so as not to be an attractive nuisance. Upon failure of the *owner* or *owner's* authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

111.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, *structure* or system regulated by this code and the referenced codes and standards set forth in Section 102.8 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or *owner's* authorized agent and *occupant* of the building, *structure* or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, *owner's* authorized agent or *occupant* of the building *structure* or service system shall be notified in writing as soon as practical thereafter.

111.3 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the *structure* and the nature of the unsafe condition.

111.4 Notice. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 111.4.1 and 111.4.2 to the owner or the owner's authorized agent, for the violation as specified in this code. Notices for condemnation procedures shall comply with this section.

111.4.1 Form. Such notice shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or *structure* into compliance with the provisions of this code.

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5. Inform the property *owner* or *owner's* authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 109.3.

111.4.2 Method of service. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

111.5 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

111.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or *structure* who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or *structure* to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the *owner's* authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

111.7 Placarding. Upon failure of the *owner*, *owner's* authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment.

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

111.8 Prohibited occupancy. Any occupied *structure* condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or *owner's* authorized agent who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

111.9 Restoration or abatement. The structure or equipment determined to be unsafe by the *code official* is permitted to be restored to a safe condition. The *owner*, *owner's* authorized agent, *operator* or *occupant* of a structure, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the *International Existing Building Code*.

SECTION 112 EMERGENCY MEASURES

112.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or *structure* that endangers life, or when any *structure* or part of a *structure* has fallen and life is endangered by the occupation of the *structure*, or when there is actual or potential danger to the building *occupants* or those in the proximity of any *structure* because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such *structure* a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such *structure* except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

112.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such *structure* temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

112.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

112.4 Emergency repairs. For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

112.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or *owner's* authorized agent where the unsafe *structure* is or was located for the recovery of such costs.

112.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 113 DEMOLITION

113.1 General. The *code official* shall order the *owner* or *owner's* authorized agent of any *premises* upon which is located any *structure*, which in the *code official's* or *owner's* authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or *occupancy*, and such that it is unreasonable to repair the *structure*, to demolish and remove such *structure*; or if such *structure* is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any *structure* for a period of more than two years, the *code official* shall order the *owner* or *owner's* authorized agent to demolish and remove such *structure*, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

113.2 Notices and orders. Notices and orders shall comply with Section 111.4.

113.3 Failure to comply. If the *owner* of a *premises* or *owner's* authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the *structure* to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

113.4 Salvage materials. Where any *structure* has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

CHAPTER 2

DEFINITIONS

User note:

About this chapter: Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or *NFPA 70*, such terms shall have the meanings ascribed to them as stated in those codes.

Exception: When used within this code, the terms unsafe and dangerous shall have only the meanings ascribed to them in this code and shall not have the meanings ascribed to them by the *International Existing Building Code*.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. Acceptable to the *code official*.

BASEMENT. That portion of a building that is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the *structure* less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[A] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the *structure*.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

DEFINITIONS

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[BE] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[BG] HABITABLE SPACE. Space in a *structure* for living, sleeping, eating or cooking. *Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas* are not considered *habitable spaces*.

[A] HISTORIC BUILDING. Any building or *structure* that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition that could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a *structure* or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

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

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit, rooming unit, building, premise or structure* by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a *structure* or *premises* that is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

[A] PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

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

[A] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed.

DEFINITIONS

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

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

[Z] YARD. An open space on the same lot with a *structure*.

CHAPTER 3

GENERAL REQUIREMENTS

User note:

About this chapter: Chapter 3 is broad in scope and includes a variety of requirements for the maintenance of exterior property areas, as well as the interior and exterior elements of the structure, that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Specifically, Chapter 3 contains criteria for the maintenance of building components; vacant structures and land; the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; extermination of insects and rodents; access barriers to swimming pools, spas and hot tubs; vehicle storage and owner/occupant responsibilities.

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as *owner-occupant* or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any *structure* located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. Noxious

weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After *pest elimination*, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any *premises*, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a *structure* or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface

GENERAL REQUIREMENTS

of any *structure* or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a *structure* shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects.

6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treat-

ment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the *structure*. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper *anchorage* and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper *anchorage* and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed

surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to *dwelling units* and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

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304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

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

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the *structure* that they occupy or control in a clean and sanitary condition. Every *owner* of a *structure* containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential *occupancies*, shall maintain, in a clean and sanitary condition, the shared or public areas of the *structure* and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Structural members are incapable of supporting nominal loads and load effects.
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system.
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion.
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
 - 1.4. Inadequate soil as determined by a geotechnical investigation.
 - 1.5. Where the allowable bearing capacity of the soil is in doubt.

GENERAL REQUIREMENTS

- 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration.*
 - 2.2. *Ultimate deformation.*
 - 2.3. Fractures.
 - 2.4. Fissures.
 - 2.5. Spalling.
 - 2.6. Exposed reinforcement.
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration.*
 - 3.2. Corrosion.
 - 3.3. Elastic deformation.
 - 3.4. *Ultimate deformation.*
 - 3.5. Stress or strain cracks.
 - 3.6. Joint fatigue.
 - 3.7. *Detached*, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration.*
 - 4.2. *Ultimate deformation.*
 - 4.3. Fractures in masonry or mortar joints.
 - 4.4. Fissures in masonry or mortar joints.
 - 4.5. Spalling.
 - 4.6. Exposed reinforcement.
 - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration.*
 - 5.2. Elastic deformation.
 - 5.3. *Ultimate deformation.*
 - 5.4. Metal fatigue.
 - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. Ultimate deformation.
 - 6.2. Deterioration.
 - 6.3. Damage from insects, rodents and other vermin.
 - 6.4. Fire damage beyond charring.
 - 6.5. Significant splits and checks.
 - 6.6. Horizontal shear cracks.
 - 6.7. Vertical shear cracks.
 - 6.8. Inadequate support.
 - 6.9. *Detached*, dislodged or failing connections.

- 6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

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

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. *Exterior property and premises*, and the interior of every *structure*, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a *structure* shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a *structure* shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

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

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

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SECTION 309
PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After *pest elimination*, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The owner of any *structure* shall be responsible for *pest elimination* within the *structure* prior to renting or leasing the *structure*.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-tenant nonresidential *structure* shall be responsible for *pest elimination* on the *premises*.

309.4 Multiple occupancy. The owner of a *structure* containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential *structure* shall be responsible for *pest elimination* in the public or shared areas of the *structure* and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and owner shall be responsible for *pest elimination*.

309.5 Occupant. The *occupant* of any *structure* shall be responsible for the continued rodent and pest-free condition of the *structure*.

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

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

User note:

About this chapter: Chapter 4 sets forth requirements to establish the minimum environment for occupiable and habitable buildings by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding.

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a *structure*.

401.2 Responsibility. The *owner* of the *structure* shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a *structure* face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m²), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential *occupancies*, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by

the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the ventilation requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the *structure* in accordance with the manufacturer's instructions.

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

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passage-way of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each *occupant* thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. *Dwelling units* shall not be occupied by more *occupants* than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one *occupant* shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches

(762 mm) in front. Light and *ventilation* conforming to this code shall be provided.

3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

User note:

About this chapter: Chapter 5 establishes minimum sanitary and clean conditions in occupied buildings by containing requirements for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal systems and related plumbing fixtures. Chapter 5 includes requirements for providing potable water to a building and the basic fixtures to effectively utilize and dispose of that water.

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.

[P] 502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

[P] 503.2 Location. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service,

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an *approved* atmospheric-type vacuum breaker or an *approved* permanently attached hose connection vacuum breaker.

[P] 505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

[P] 505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

[P] 505.5 Nonpotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

[P] 505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the *owner* ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the *International Plumbing Code*.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] 506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the *code official*.

SECTION 507 STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

User note:

About this chapter: Chapter 6 establishes minimum performance requirements for heating, electrical and mechanical facilities serving existing structures, such as heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any premises that does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

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

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter

outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

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

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustible materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

MECHANICAL AND ELECTRICAL REQUIREMENTS

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.
7. Motor control centers.
8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

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

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

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

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

User note:

About this chapter: Chapter 7 establishes fire safety requirements for existing structures by providing requirements for means of egress, including path of travel, required egress width, means of egress doors and emergency escape openings, and for the maintenance of fire-resistance-rated assemblies, fire protection systems, and carbon monoxide alarm and detection systems.

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[BE] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or *structure* to the *public way*. Means of egress shall comply with the *International Fire Code*.

[BE] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[BE] 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[BE] 702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with Section 907.2.10 of the *International Building Code*. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater

than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[BF] 703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

[BF] 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 114.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, *structure* or portion thereof presents an *imminent danger* to the *occupants* of the building, *structure* or portion thereof, the fire code official shall act in accordance with Section 114.2 of the *International Fire Code*.

[BF] 703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the *owner* and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of *approved* construction meeting the fire protection requirements for the assembly.

FIRE SAFETY REQUIREMENTS

[BF] 703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

[BF] 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

[BF] 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

[BF] 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the *approved* third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

[BF] 703.4.1 Signs. Where required by the *code official*, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

[BF] 703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

[BF] 703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

[BF] 703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

[BF] 703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

[BF] 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

[BF] 703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704 FIRE PROTECTION SYSTEMS

[F] 704.1 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

[F] 704.1.1 Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the *International Fire Code* and the *International Building Code*.

[F] 704.1.2 Required fire protection and life safety systems. Fire protection and life safety systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

[F] 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.13.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.22.
16. Wet-chemical extinguishing systems, see Section 904.5.

[F] 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

**TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS**

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

[F] 704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

[F] 704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

[F] 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an *approved* fire watch shall be provided for all *occupants* left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected *premises* and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

[F] 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential

injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

[F] 704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

[F] 704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire code official shall not be removed, unlocked, destroyed or tampered with in any manner.

[F] 704.4.2 Removal of existing occupant-use hose lines. The fire code official is authorized to permit the removal of existing *occupant-use* hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

[F] 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

[F] 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be *approved* by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

[F] 704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in

FIRE SAFETY REQUIREMENTS

height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

[F] 704.6 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R *occupancies* in accordance with Sections 704.6.1 through 704.6.3.

[F] 704.6.1 Where required. Existing Group I-1 and R *occupancies* shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in *occupancies* and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[F] 704.6.1.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including *basements*. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an interven-

ing door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a *bathroom* that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

[F] 704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for interconnection without the removal of interior finishes.

[F] 704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a

signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

become inoperable or begin producing end-of-life signals shall be replaced.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

[F] 704.7 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705

CARBON MONOXIDE ALARMS AND DETECTION

[F] 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

[F] 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that

CHAPTER 8

REFERENCED STANDARDS

User note:

About this chapter: This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2019/CSA B44—19: Safety Code for Elevators and Escalators
606.1

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

F1346—91 (2018): Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs
303.2

ICC

International Code Council
500 New Jersey Avenue, NW 6th Floor
Washington, DC 20001

IBC—21: International Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 403.1, 604.3.1.1, 604.3.2.1, 702.3, 704.4.2

IEBC—21: International Existing Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1

IECC—21: International Energy Conservation Code®
102.3

IFC—21: International Fire Code®
102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1

IFGC—21: International Fuel Gas Code®
102.3, 201.3

IMC—21: International Mechanical Code®
102.3, 201.3

IPC—21: International Plumbing Code®
102.3, 201.3, 502.5, 505.1, 505.5.1, 602.2, 602.3

IRC—21: International Residential Code®
102.3, 201.3

IZC—21: International Zoning Code®
102.3, 201.3

REFERENCED STANDARDS

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

- 10—21: Standard for Portable Fire Extinguishers**
Table 704.2
- 12—18: Standard on Carbon Dioxide Extinguishing Systems**
Table 704.2
- 12A—18: Standard on Halon 1301 Fire Extinguishing Systems**
Table 704.2
- 17—20: Standard for Dry Chemical Extinguishing Systems**
Table 704.2
- 17A—20: Standard for Wet Chemical Extinguishing Systems**
Table 704.2
- 25—20: Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**
Table 704.2
- 70—20: National Electrical Code**
102.3, 201.3, 604.2
- 72—19: National Fire Alarm and Signaling Code**
Table 704.2
- 80—19: Standard for Fire Doors and Other Opening Protectives**
703.3.3, 703.4
- 105—19: Standard for Smoke Door Assemblies and Other Opening Protectives**
703.3.2
- 204—18: Standard for Smoke and Heat Venting**
Table 704.2
- 720—15: Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment**
705.2
- 750—19: Standard on Water Mist Fire Protection Systems**
Table 704.2
- 2001—18: Standard on Clean Agent Fire Extinguishing Systems**
Table 704.2

UL

Underwriters Laboratories, LLC
333 Pfingsten Road
Northbrook, IL 60062

- 268—2016: Smoke Detectors for Fire Alarm Systems—with revisions through July 2016**
704.6.4

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the authority having jurisdiction.

A101 GENERAL

A101.1 General. Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

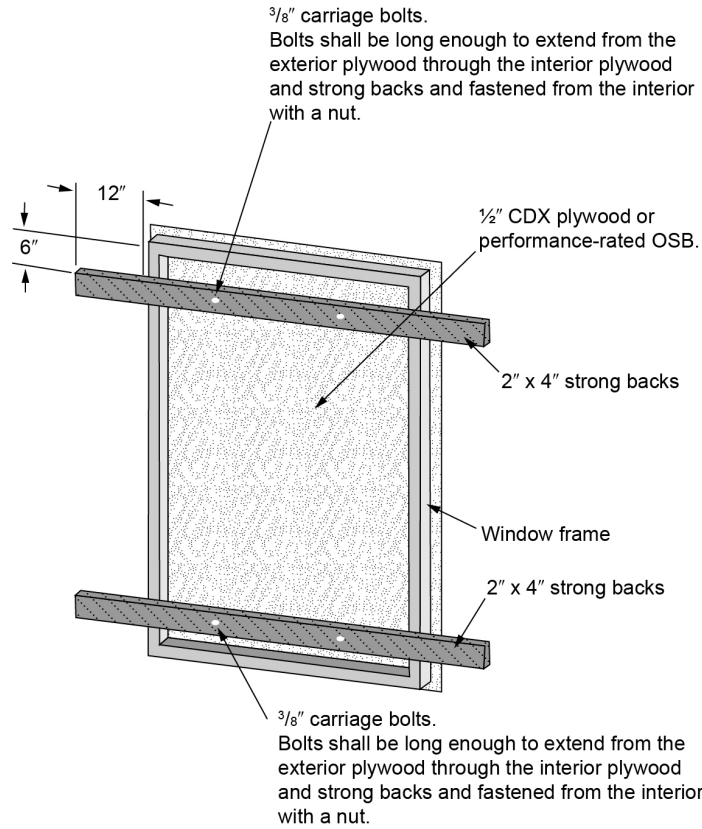
A104 REFERENCED STANDARD

A104.1 Referenced standards. Table A104.1 lists the standard that is referenced in various sections of this appendix. The standard is listed herein by the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

**TABLE A104.1
REFERENCED STANDARD**

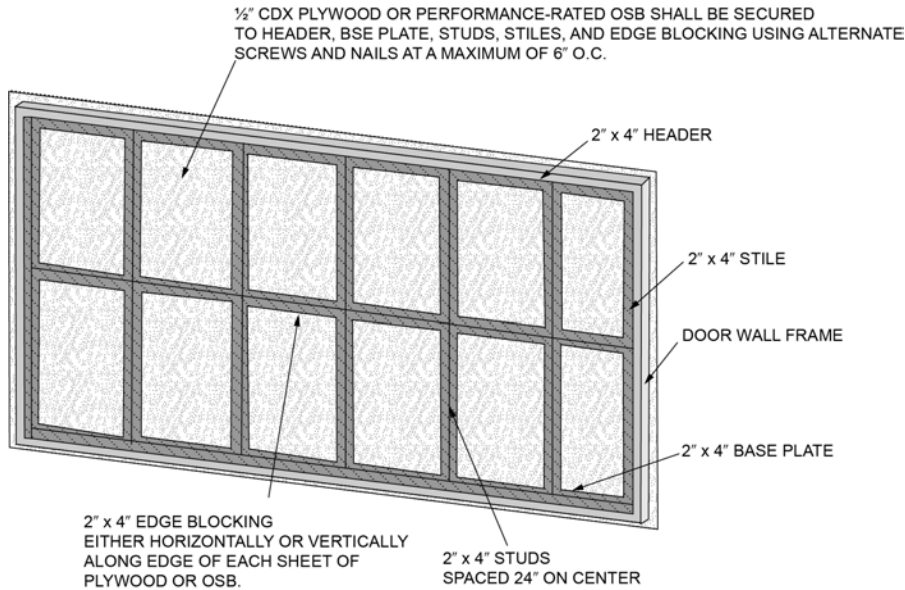
STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
IBC—21	International Building Code	A102.1, A102.2, A102.3

APPENDIX A BOARDING STANDARD



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(2)
BOARDING OF DOOR WALL

APPENDIX B

BOARD OF APPEALS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: Appendix B provides criteria for Board of Appeals members. Also provided are procedures by which the Board of Appeals should conduct its business.

Code development reminder: Code change proposals to this appendix will be considered by the Administrative Code Development Committee during the 2022 (Group B) Code Development Cycle.

SECTION B101 GENERAL

B101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section 107 (Means of Appeals). The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

B101.2 Application for appeal. Any person shall have the right to appeal a decision of the *code official* to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the *code official* within 20 days after the notice was served.

B101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

B101.2.2 Stays of enforcement. Appeals of notice and orders, other than *Imminent Danger* notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

B101.3 Membership of the board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for [INSERT NUMBER OF YEARS] years or until a successor has been appointed. The board member's terms shall be staggered at intervals, so as to provide continuity. The *code official* shall be an ex officio member of said board but shall not vote on any matter before the board.

B101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

B101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a

member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

B101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

B101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

B101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

B101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

B101.3.7 Compensation of members. Compensation of members shall be determined by law.

B101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their terms only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

B101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

B101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

B101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard.

APPENDIX B BOARD OF APPEALS

B101.5.2 Quorum. Three members of the board shall constitute a quorum.

B101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

B101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

B101.7 Board decision. The board shall only modify or reverse the decision of the *code official* by a concurring vote of three or more members.

B101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the *code official* within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the *code official*.

B101.7.2 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

B101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

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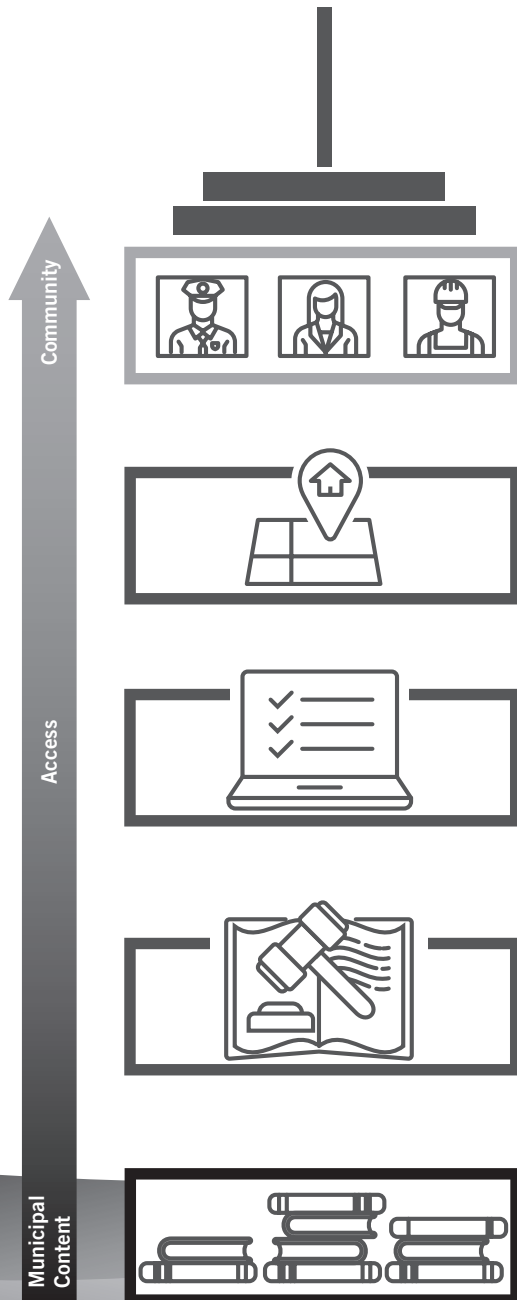


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