

ORDINANCE NO. 93-1

AN ORDINANCE TO BE ENTITLED: AN ORDINANCE ADOPTING SOUTHERN STANDARD BUILDING CODE AND AMENDMENTS WITH EXCEPTIONS: ESTABLISHING FEES: FEES TO BE CHARGED FOR THE MOVING OF STRUCTURES: ESTABLISHING PENALTIES: SEPARABILITY CLAUSE: REPEAL CLAUSE: EFFECTIVE DATE;

BE IT ORDAINED by the City Council of the City of Bristol, Bristol, Florida:

SECTION 1: The City of Bristol, Bristol, Florida hereby adopts the Southern Standard Building Code and by reference made the same as the building code of the City of Bristol, Bristol, Florida. Said City does hereby further adopt all amendments thereto with all future amendments and additions with the following exceptions:

SECTION II: Fees to be charged in lieu of those charged by the Southern Standard Building Code by the City of Bristol should be as follows:

<u>TOTAL VALUATION</u>	<u>SCHEDULE</u>
\$3000 AND LESS	\$15.00
\$3001 to \$15,000	\$15.00 for the first \$3000 plus \$3.00 for each additional thousand or fraction thereof, to and including \$15,000.00
<i>approval 4-5-93</i> <i>Mobile Home</i> \$15,001 to \$50,000 <i>100.00</i>	<i>flat</i> <u>\$51.00</u> for the first \$15,000 plus \$2.50 for each additional thousand or fraction thereof, to and including \$50,000.00 <i>Frame .09 per sq ft.</i> <i>Block .11 " " "</i>
<i>.01 gas to state per sq ft.</i> \$50,001 to \$100,000	\$138.50 for the first \$50,000 plus \$2.00 for each additional thousand or fraction thereof, to and including \$100,000.00
\$100,001 to \$500,000	\$238.50 for the first \$100,000 plus \$1.25 for each additional thousand or fraction thereof, to and including \$500,000.00

SECTION III: Fees to be charged for the moving of structures:

1. For the moving of any building or structures the fee shall be \$50.00. *remodeling work not being etc.*

2. In addition to the above fee, there shall be posted a \$500.00 cash bond payable to the City of Bristol conditioned to pay any costs incurred by the City or damages to city property resulting from said move.

SECTION IV: Any person violating any of the provisions of this Ordinance, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 or imprisonment. Each day of violation of this Ordinance shall constitute a separate offense.

In addition to penalties hereinabove provided, any condition caused or permitted to exist in violation of this ordinance shall be deemed a public nuisance and may be abated by the City of Bristol, Bristol, Florida, at the expense of the person maintaining the nuisance, as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.

SECTION V:

Should any section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not effect the validity of the ordinance as a whole, or any part hereof other than the part so declared to be unconstitutional or invalid.

SECTION VI:

All ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby subordinated to the provisions of this ordinance, or repealed, to the extent necessary to give this ordinance full force and effect.

SECTION VII: This ordinance shall take effect as provided by law.

UPON PROPER MOTION said Ordinance was adopted unanimously this the 1 day of March, 1993 at a regular meeting of the City Council of Bristol, Bristol, Florida.

CITY OF BRISTOL,

ATTEST:

CITY CLERK

Betty A. Rouse

BY:

Mayor

CITY OF BRISTOL BUILDING PERMIT FEES

VALUATION	FEE	VALUATION	FEE
\$ 1,000.00 =	\$ 15.00	\$ 51,000.00 =	\$ 264.00
\$ 2,000.00 =	\$ 20.00	\$ 52,000.00 =	\$ 268.00
\$ 3,000.00 =	\$ 25.00	\$ 53,000.00 =	\$ 272.00
\$ 4,000.00 =	\$ 30.00	\$ 54,000.00 =	\$ 276.00
\$ 5,000.00 =	\$ 35.00	\$ 55,000.00 =	\$ 280.00
\$ 6,000.00 =	\$ 40.00	\$ 56,000.00 =	\$ 284.00
\$ 7,000.00 =	\$ 45.00	\$ 57,000.00 =	\$ 288.00
\$ 8,000.00 =	\$ 50.00	\$ 58,000.00 =	\$ 292.00
\$ 9,000.00 =	\$ 55.00	\$ 59,000.00 =	\$ 296.00
\$ 10,000.00 =	\$ 60.00	\$ 60,000.00 =	\$ 300.00
\$ 11,000.00 =	\$ 65.00	\$ 61,000.00 =	\$ 304.00
\$ 12,000.00 =	\$ 70.00	\$ 62,000.00 =	\$ 308.00
\$ 13,000.00 =	\$ 75.00	\$ 63,000.00 =	\$ 312.00
\$ 14,000.00 =	\$ 80.00	\$ 64,000.00 =	\$ 316.00
\$ 15,000.00 =	\$ 85.00	\$ 65,000.00 =	\$ 320.00
\$ 16,000.00 =	\$ 90.00	\$ 66,000.00 =	\$ 324.00
\$ 17,000.00 =	\$ 95.00	\$ 67,000.00 =	\$ 328.00
\$ 18,000.00 =	\$ 100.00	\$ 68,000.00 =	\$ 332.00
\$ 19,000.00 =	\$ 105.00	\$ 69,000.00 =	\$ 336.00
\$ 20,000.00 =	\$ 110.00	\$ 70,000.00 =	\$ 340.00
\$ 21,000.00 =	\$ 115.00	\$ 71,000.00 =	\$ 344.00
\$ 22,000.00 =	\$ 120.00	\$ 72,000.00 =	\$ 348.00
\$ 23,000.00 =	\$ 125.00	\$ 73,000.00 =	\$ 352.00
\$ 24,000.00 =	\$ 130.00	\$ 74,000.00 =	\$ 356.00
\$ 25,000.00 =	\$ 135.00	\$ 75,000.00 =	\$ 360.00
\$ 26,000.00 =	\$ 140.00	\$ 76,000.00 =	\$ 364.00
\$ 27,000.00 =	\$ 145.00	\$ 77,000.00 =	\$ 368.00
\$ 28,000.00 =	\$ 150.00	\$ 78,000.00 =	\$ 372.00
\$ 29,000.00 =	\$ 155.00	\$ 79,000.00 =	\$ 376.00
\$ 30,000.00 =	\$ 160.00	\$ 80,000.00 =	\$ 380.00
\$ 31,000.00 =	\$ 165.00	\$ 81,000.00 =	\$ 384.00
\$ 32,000.00 =	\$ 170.00	\$ 82,000.00 =	\$ 388.00
\$ 33,000.00 =	\$ 175.00	\$ 83,000.00 =	\$ 392.00
\$ 34,000.00 =	\$ 180.00	\$ 84,000.00 =	\$ 396.00
\$ 35,000.00 =	\$ 185.00	\$ 85,000.00 =	\$ 400.00
\$ 36,000.00 =	\$ 190.00	\$ 86,000.00 =	\$ 404.00
\$ 37,000.00 =	\$ 195.00	\$ 87,000.00 =	\$ 408.00
\$ 38,000.00 =	\$ 200.00	\$ 88,000.00 =	\$ 412.00
\$ 39,000.00 =	\$ 205.00	\$ 89,000.00 =	\$ 416.00
\$ 40,000.00 =	\$ 210.00	\$ 90,000.00 =	\$ 420.00
\$ 41,000.00 =	\$ 215.00	\$ 91,000.00 =	\$ 424.00
\$ 42,000.00 =	\$ 220.00	\$ 92,000.00 =	\$ 428.00
\$ 43,000.00 =	\$ 225.00	\$ 93,000.00 =	\$ 432.00
\$ 44,000.00 =	\$ 230.00	\$ 94,000.00 =	\$ 436.00
\$ 45,000.00 =	\$ 235.00	\$ 95,000.00 =	\$ 440.00
\$ 46,000.00 =	\$ 240.00	\$ 96,000.00 =	\$ 444.00
\$ 47,000.00 =	\$ 245.00	\$ 97,000.00 =	\$ 448.00
\$ 48,000.00 =	\$ 250.00	\$ 98,000.00 =	\$ 452.00
\$ 49,000.00 =	\$ 255.00	\$ 99,000.00 =	\$ 456.00
\$ 50,000.00 =	\$ 260.00	\$ 100,000.00 =	\$ 460.00

\$100,000.00 TO \$500,000.00 \$460.00 FOR THE FIRST \$100,000.00 PLUS \$3.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF, TO AND INCLUDING \$500,000.00

\$500,000.00 AND UP \$1,660.00 FOR THE FIRST \$500,000.00 PLUS \$2.00 FOR EACH ADDITIONAL THOUSAND OR FRACTION THEREOF

ELECTRICAL UPGRADES: \$35.00

SINGLE-WIDE MOBILE HOMES: \$200.00
 DOUBLE-WIDE MOBILE HOMES: \$300.00
 TRIPLE-WIDE MOBILE HOMES: \$350.00
 ALL MOBILE HOMES MUST BE LESS THAN 10 YEARS OLD!!

MOVING OF ANY BUILDING OR STRUCTURE THE FEE SHALL BE \$100.00

PRIOR TO ISSUEING PERMIT: ADD SQUARE FOOTAGE TOGETHER THEN MULTIPLY BY \$60.00=TRUE VALUATION (USE IF THEIR VALUATION IS LOWER THAN TOTAL ABOVE)

RADON TAX=1CENT PER SQUARE FOOT
 RADON TAX IS ONLY FOR RESIDENTIAL NEW CONSTRUCTION AND ADDITIONS!!!

FOR NEW CONSTRUCTION THE FEES SHALL BE AS FOLLOWS IN ADDITION TO THE BLDG. PERMIT: 1/2 OF BLDG PERMIT FEE FOR INSPECTIONS
 \$85.00-ELECTRICAL INSPECTIONS
 \$85.00-PLUMBING INSPECTIONS
 \$63.00-MECHANICAL INSPECTIONS

FOR ADDITIONS THE FEES SHALL BE AS FOLLOWS IN ADDITION TO THE BLDG. PERMIT:
 1/2 OF BLDG PERMIT FEE FOR INSPECTIONS
 \$42.50-ELECTRICAL INSPECTIONS
 \$42.50-PLUMBING INSPECTIONS
 \$31.50-MECHANICAL INSPECTIONS

Mon., May 5, 2003

**CITY OF BRISTOL
REGULAR MEETING**

6:30 P.M.

This meeting was called to order by Chairman Walden with Mr. Botting, Mr. Lasseter, Clerk Hill, Mayor Stephens, Attorney House, and Engineer Philip Jones present. Mr. Shuler and Mr. Guthrie were not in attendance. Clerk Hill offered the opening prayer, followed by the Pledge of Allegiance led by Mayor Stephens.

Mr. Botting motioned to approve the previous month's minutes, seconded by Mr. Lasseter, approved by all.

Mr. Lasseter motioned to approve the monthly bills for payment, seconded by Mr. Botting, all voted in favor.

Attorney House read aloud Resolution #03-02, A RESOLUTION to abandon a portion of Cherry Street. Mr. Botting motioned to adopt Resolution #03-02 and to approve the Notice of Resolution as presented, seconded by Mr. Lasseter, passed unanimously.

Mr. Botting motioned to adopt a Revised Building Permit Fee Schedule as submitted by Building Inspector Larry Shuler. Mr. Lasseter seconded this motion, all voted in favor.

Crystal Pantojeh requested zoning approval for tobacco and closed container alcohol sales at the Moses building across from Veteran's Park. Mr. Botting motioned to approve her zoning request, seconded by Mr. Lasseter, approved by all.

Mr. Bruce French with Gannett Fleming, Inc. addressed the Council regarding towers & wireless facilities control services which his company offers. Mr. Botting motioned to have Engineer Jones review the packet of information as presented; to have Clerk Hill verify that the City would not be violating the Competitive Negotiations Act by utilizing their services as proposed; to submit their findings to Attorney House for approval; and to further consider this proposal at the regular meeting in June. Mr. Lasseter seconded this motion, all voted in favor.

The Comp Plan Proposal which was submitted by Tony Arrant was not discussed. Chairman Walden indicated that it was to be discussed at a public workshop to be held on May 13th.

Mr. Botting motioned to donate One hundred dollars (\$100.00) to Project Graduation, seconded by Mr. Lasseter, approved by all.

The Council unanimously agreed to allow the Elevated Tank Maintenance Proposals to expire.

There being no further business, Mr. Lasseter motioned to adjourn, seconded by Mr. Botting, all voted in favor. Meeting adjourned at 8:35 p.m.

Chairman: Newton V. Walden

City Clerk: Robin M. Hill

**Liberty County
Board of County Commissioners
P.O. Box 399
Bristol, Florida 32321
Phone (904)643-5404**

April 7, 1993

City of Bristol
Betty Ann Ramsey
Bristol, FL 32321

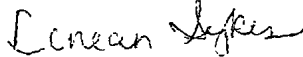
Dear Mrs. Ramsey,

This letter is to notify you that as of March 22, 1993, the County will no longer issue building permits of buildings that are located within the city limits. However, the county building inspector will continue to inspect buildings inside the city limits if the building permit was issued by the County on or before March 22, 1993.

I have attached a copy of the minutes from the Special County Commissioners' Meeting that was held on March 22, 1993, where this matter was discussed.

Sincerely,

VERNON ROSS, Clerk

By: 

Denean Sykes
Deputy Clerk

Monday, March 22, 1993

9:00 P.M.

The Meeting was called to order by Chairman John T. Sanders. Present at the meeting were Commissioners Joe Sumner, L.B. Arnold, Marlene Culpepper, Earl Jennings, Clerk Vernon Ross, Attorney James C. Conner, and Deputy Clerk Lavonia Israel.

The Purpose of the Meeting was:

1. Talk about Garbage System.
2. Tony McDowell talk about 1992-93 Anti Drug Abuse Act Grant.
3. Clerk Vernon Ross to talk about Larry Shuler repairing restrooms at the Bristol Boat Landing.

Tony McDowell discussed the 1992-93 Anti Drug Abuse Act Grant. The Grant is \$33,046.00. This is a matching Grant. The Sheriff's Department will match this Grant.

Motion by Sumner, seconded by Jennings, carried by Arnold and Culpepper to sign Certification of Participation for 1992-93 Anti-Drug Abuse Act Grant.

Garbage System Discussed: Special Assessment discussed. Attorney Conner stated he spoke with Roy Grissitt on the Special Assessment. We would need a Resolution in January 1994 then it would be November or December 1994 before we could begin collecting. This would be very difficult.

Number being billed was discussed: Waste Management Audit 2,314, less City Customers 352 equals County net 1,962. Less number being billed 1,532, number not billed 430. We must collect from 1,660 people for 90 gallon containers to break even.

Richard Payne with Waste Management explained Yellow Decals. These should go on paying customers containers to identify those that are paying. Clerk Ross also suggested the yellow decals for the garbage containers to identify those that are paying, but we must find those who are not paying. Clerk Ross strongly suggested contracting the garbage service out. Commissioner Arnold Agreed on this. Clerk Ross stated we were billing 1,350 Customers in October 1990. We billed 1,532 in February 1993.

Richard Payne stated the Container Count was low last week but they would do another count next week. He also stated they would negotiate a contract to bill for garbage. Chairman Sanders is not in agreement with contracting the garbage service. The Garbage fee would probably increase to \$11.00 or \$12.00 per month if contracted.

Attorney Conner states the only sure way to collect garbage fees is a Non Advalorem Tax.

Commissioner Culpepper does not want to Contract the Garbage Service out. All Commissioners agreed we must do something to get control of this matter. These were the Suggestions:

1. Find out the people who are not being billed.
2. Everyone that is getting a bill gets a yellow Decal.
3. Three weeks after the Customers get the yellow Decals, two people will follow the Garbage Truck to check Decals on containers. If a container does not have a Decal the driver will get name and address of the person with the container without the yellow decal.
4. Waste Management will order Yellow Decals from Number 1 to 2,400 to go on front of Containers so it will be visible from the road.

Attorney Conner says most Counties contract their Garbage Systems to bill, collect, and take care of the entire system.

Chairman Sanders thinks we should be making some money on the dumpsters.

Commissioners asked Clerk Ross to notify Waste Management to pick up Dumpsters from customers who had not paid by 20th of month.

Norma Jean Vittum has list of people that are billed for Dumpsters.

Richard Payne stated he brought 20 to 30 containers to us each quarter. He also stated that we should bill quarterly on both Dumpsters and Containers.

Clerk Ross said we could tell people they could pay quarterly or annually.

Commissioners asked Clerk Ross to check if we are collecting more than we are paying.

Chairman Sanders stated they appreciated what the Clerk did to help with the Garbage System.

Building Inspector, Larry Shuler, discussed repairing restrooms at the Bristol Boat Landing. All Commissioners agreed for Larry Shuler to repair these restrooms at the Bristol Boat Landing.

Larry Shuler stated he did not do Building Inspections inside City Limits except if they had purchased a County Building Permit. He also stated The Clerk of Court had always been his Supervisor. He stated some of his Job Duties.

1. County Building Inspector.
2. Light Maintenance.
3. Repairs on Voting Houses.
4. Installing and maintaining voting machines.
5. Light maintenance on County Parks.

Commissioner Arnold asked about Road 22. Work had been done on this road that was not authorized by County Commissioners.

Brenda Clay asked to be on Agenda for April 8, 1993 Regular Board Meeting to discuss Liberty Transit.

Motion by Culpepper, seconded by Sumner, carried by Jennings and Arnold to adjourn.

Vernon Ross, Clerk of Court

John T. Sanders, Chairman

INTERLOCAL AGREEMENT

Reference Chapter 163, Part II, Florida Statutes

THIS AGREEMENT made and entered into this the 1st day of February, 1977 by and between the County of Liberty and the City of Bristol, both of which understand and agree as follows:

WHEREAS, in accordance with provisions of Chapter 74-167, Laws of Florida as well as Chapter 125, 163 and 166, Florida Statutes, the parties hereto have the common power to perform building code enforcement services within their jurisdictional limits, and

WHEREAS, the parties have adopted the Southern Standard Building Code being particularly the 1973 edition together with Appendices A through I as amended by the 1974 Revision pursuant to Ordinance Number 74-2, dated the 1st day of January 1975 for the County of Liberty and Ordinance Number (no number given), dated the 6th day of January, 1975 for the City of Bristol, and WHEREAS, the parties are desirous of contracting for said service; and,

WHEREAS, the parties are agreeable to render such services under the terms and conditions hereinafter set forth; and WHEREAS, such contract is authorized by the provisions of Chapter 163, Part II, Florida Statutes which authorizes the joint exercise by agreement of two or more counties or municipalities of the above referenced powers common to them:

1. PURPOSE OF AGREEMENT--This agreement is to allow any two (2) or more counties or municipalities or any combination thereof to form a building code enforcement district for the purpose of enforcing and administering the provisions of the Interim Florida State Building Code, as adopted by the cities or counties, and the Florida Minimum Building Codes.

Each district so formed shall be registered with the Secretary of the Department of Community Affairs. Upon registration each district shall have the same authority with

respect to enforcement of building codes as provided by "The Florida Building Codes Act of 1974" for individual cities or counties.

The purpose of this agreement may be accomplished in the manner hereinafter set forth.

2. JURISDICTION OF AGREEMENT--This agreement shall cover the following geographic area: the unincorporated area of Liberty County, and the territorial limits of the City of Bristol.

3. BOARDS--

a. The Liberty County Board of County Commissioners shall serve as the district governing board with its chairman serving as chairman of the district board.

b. A board of appeals consisting of 5 residents within the jurisdictional area covered by this agreement shall be appointed as follows: the Liberty County Board of County Commissioners shall appoint 5 residents within the County of Liberty. Each member on the Board of Adjustment and Appeals serve at the pleasure of the Board of County Commissioners. The Board of Appeals shall consider individual appeals from rulings made by the building official or inspectors as provided by resolution of the district board or by the adopted building code. The Board of Appeals may, by resolution, provide procedures not inconsistent with the district policies or the adopted code.

4. DUTIES AND LEVEL OF SERVICE--The Liberty County Board of County Commissioners shall appoint a building official and such building inspectors as may be required to provide building code administration, and enforcement services within the area of jurisdiction as defined in this agreement and for purposes of administration, and benefits, said officers and employees shall be deemed as employees of Liberty County. No building official or inspector shall perform any function not within the scope of service defined by this agreement. No building permit shall be issued by the building code enforcement district unless the provisions of the land use regulations, if any, of the parties have been met.

5. COOPERATION--To facilitate performance under this agreement, each party shall have full cooperation and assistance from all building code enforcement district officers, agents and employees.
6. ADMINISTRATIVE AGENT--Each party agrees to administer this agreement by and through the District Building Department and Building Official appointed pursuant to paragraph 4 above.
7. COST COMPUTATION--Liberty County will assume the cost of performing each function or service called for herein, including salaries and wages of all employees therein, supervision over such employees while so employed, departmental overhead, clerical work, office supplies, depreciation on machinery and equipment, traveling expenses including mileage of employees and all other costs and expenses incidental to the performance of each function.
8. EMPLOYEE STATUS--Persons employed by parties in the performance of services and functions pursuant to this agreement shall have no claim to pension, civil service or other employee rights granted by another city or county to its officers and employees.
9. LIABILITY--No city or county officers or employees, shall be deemed to assume any liability for the negligence of another city or county officer or employee.

Each city or county shall be liable for compensation or indemnity only to officers or employees of that city or county which sustain an injury or sickness arising out of performance of this agreement.

10. TERM OF CONTRACT--

a. This contract shall become effective on the date mentioned above and shall run for a period ending December 31, 1977, and at the option of each party shall be renewable thereafter for successive periods not to exceed two years each.

b. In the event the city or county desires to renew this agreement for any succeeding two year period, it shall, not later than two months prior to the expiration date of this agreement, notify the other party that it wishes to renew the

same. The parties shall agree in writing of their willingness to accept such renewal for an additional two year period or such other term as it deems advisable; otherwise such agreement shall finally terminate at the end of such two year period.

c. Notwithstanding the provisions of the paragraph the parties may terminate this agreement as of the first day of October of any year upon notice in writing to the other parties of not less than two calendar months prior to the date of termination. At this time, the Secretary of the Department of Community Affairs shall be notified in writing.

11. CONTRACT CONTROL--This agreement is designed to cover building code enforcement services. In the event there now exists or there is hereafter adopted a specific contract between the parties to this agreement with respect to specific services, such contract with respect to such services shall be controlling as to the services shall be controlling as to the duties and obligations of the parties.

IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed hereto by the proper officers thereof.

This agreement is signed and executed this 1st day of February, 1977.

ATTEST:

Duncan Hosford
DUNCAN HOSFORD
CLERK

ATTEST:

Betty A. Ramsey
BETTY A. RAMSEY
CLERK

COUNTY OF LIBERTY

BY: Richard C. Phillips
RICHARD C. PHILLIPS
CHAIRMAN, COUNTY COMMISSION

CITY OF BRISTOL

BY: E. H. Strickland
E. H. STRICKLAND
CHAIRMAN, CITY COUNCIL

BY: John W. Ritter
JOHN W. RITTER
MAYOR, CITY COUNCIL