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High Springs, Florida 32643



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**CITY COMMISSION MEETING
AMENDED AGENDA
City Hall
110 N.W. 1st Avenue**

AUGUST 7, 2014

7:00 PM

-
- CALL TO ORDER:** MAYOR BYRAN D. WILLIAMS
- INVOCATION:** PASTOR EARL TUTEN, SHILOH BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE:** MAYOR BRYAN D. WILLIAMS
- ROLL CALL:** JENNY L. PARHAM, CITY CLERK
- APPROVAL OF AGENDA**
- APPROVAL OF MINUTES:** APRIL 10, 24 & 30, MAY 8, 2014
- CANDIDATE FOR RE-ELECTION, JUDGE WILLIAM E. DAVIS.**
- ALACHUA COUNTY SCHOOL BOARD SUPERINTENDENT DR. OWEN ROBERTS.**
- PRESENTATION ON WATER CONSERVATION BY WATER PLANT OPERATOR TROY CASSIDY.**

CITIZEN REQUESTS AND COMMENTS – FOR ISSUES NOT ON AGENDA (PLEASE GIVE YOUR NAME FOR THE RECORD – LIMIT COMMENTS TO 5 MINUTES)

NEW BUSINESS

- 1. CONSIDER RESOLUTION 2014 – L, A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA; RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF HIGH SPRINGS, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING FIRE SERVICES ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF HIGH SPRINGS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE**

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- 2. REVIEW AND CONSIDER AWARDED BID FOR IT SERVICES.**
- 3. DISCUSS DOWNTOWN ENTERPRISE ZONE AND SALE OF ALCOHOL ON SUNDAY.**
- 4. CONSIDER RESOLUTION 2014 - K, A RESOLUTION ADJUSTING RATES FOR SOLID WASTE SERVICES, FOR COMMERCIAL CUSTOMERS TO REFLECT WCA BILLING FOR COMMERCIAL CUSTOMERS; PROVIDING FOR CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 5. CONSIDER CONTRACT FOR THE MANAGEMENT OF THE HIGH SPRINGS FARMERS MARKET.**
- 6. CONSIDER ORDINANCE 2014-02, AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH YEAR-ROUND WATER CONSERVATION MEASURES AND TEMPORARY WATER SHORTAGE RESTRICTIONS; PROVIDING FOR RECOGNITION OF RELATED RULES OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
 - A. DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-02 ON FIRST READING.**

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

COMMENTS AND CONCERNS:

- 1. COMMISSIONERS**
- 2. MAYOR**

MOTION TO ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL 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. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN CITY COMMISSION MEETINGS, SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 110 N.W. 1ST AVENUE, HIGH SPRINGS, FLORIDA 32643. TELEPHONE (386) 454-1416.

CITY COMMISSION MEETING
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April 10, 2014

Mayor Williams called the meeting to order at 6:30 p.m.

Invocation by Pastor Derek Lambert, First Baptist Church.

Pledge of Allegiance

Roll Call: Mayor Byran Williams – Present
Vice Mayor Sue Weller – Present
Commissioner Bob Barnas – Present
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Present

Staff Present: Ed Booth, City Manager
Jenny L. Parham, City Clerk
Scott Walker, City Attorney
Courtney Johnson, City Attorney

APPROVAL OF AGENDA:

**Motion Commissioner Barnas to approve the agenda.
Second Commissioner Jamison.**

Vice Mayor Weller asked that we table the Farmer's Market contract.

**Motion amended by Commissioner Barnas to table item #1 under Unfinished Business.
Second Vice Mayor Weller.
Motion carried.**

Mr. Booth asked to have Item # 8 under New Business tabled in order for Mr. May to attend.

Commissioner Barnas stated he would like to continue and discuss this item.

UNFINISHED BUSINESS

1. **DISCUSS AND CONSIDER APPROVAL OF HIGH SPRINGS FARMERS' MARKET MANAGEMENT CONTRACT WITH BASTI GONZALES.**

Item tabled.

2. **CONSIDER ORDINANCE 2014 – 01, AN ORDINANCE ADOPTING ALACHUA COUNTY ORDINANCE NO. 2013-17 WITHIN THE BOUNDARIES OF THE CITY OF HIGH SPRINGS; ESTABLISHING REGULATIONS PERTAINING TO THE SALE AND USE OF E-CIGARETTES AND LIQUID NICOTINE; PROVIDING FINDINGS IN SUPPORT OF THE ADOPTION OF THE ORDINANCE; PROVIDING FOR SEVERABILITY AND PROVIDING EFFECTIVE DATES.**

Ordinance 2014-01 was read by title only by Attorney Walker.

Mayor Williams opened the public hearing.

Sylvia Newcomb spoke concerning another item as she thought it was citizen comments.

Thomas DePeter asked if we have to do anything, do we have to enforce and is it going to cost us any money.

Attorney Walker states law enforcement could enforce; suggested sending a copy of the ordinance to stores selling cigarettes.

Billy Dowdy asked about the age limits. Attorney Walker read the portion regarding selling to anyone under 18 years of age.

General discussion.

**Motion Vice Mayor Weller to adopt Ordinance 2014-01 on second and final reading.
Second Commissioner Jamison.**

Roll call vote:

**Commissioner Barnas - yes
Commissioner Gestrin - yes
Commissioner Jamison - yes**

Vice Mayor Weller - yes
Mayor Williams - yes

Motion carried 5 – 0.

Vice Mayor Weller commented that there was a statement made after the last meeting that she laughed at a citizens statement, she was not aware that this happened. She stated that she tried to contact the citizen. She apologized to all.

CITIZEN REQUESTS AND COMMENTS

Sylvia Newcomb requested the commission hold the city manager responsible for terminating Chief Holley without any documentation of wrong doing. She spoke against Mr. Booth.

Leda Carrero also spoke against Mr. Booth not addressing the issue of Steve Holley and asked why there were no retractions of the false statements.

Thomas DePeter commented on false statements; he spoke of a comment made by Commissioner Gestrin regarding the pay increase to Acting Chief Sheppard and the statement regarding Mrs. Parham's salary when in the position of interim city manager.

Sylvia Welch spoke of changing our garbage carrier. Stated that on behalf of the current carrier they picked up a lot of yard trash for her, commended them for that. Questioned if we were going to receive the same service, requested an eye be kept on the new carrier.

Lawrence Haley complained about the service of the current garbage hauler and yard trash.

Ron Langman questioned why the finance director does not attend meetings as the former one did.

NEW BUSINESS

1. UPDATE BY CITY MANAGER ON NEW LAND DEVELOPMENT CODE (LDC).

Mr. Booth states the LDC is currently with the regional planning group. He added that we plan to start having meetings on this code. He states it will probably take

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4 – 5 meetings with input from public. Process usually takes a year to a year and a half and we are only a couple months in. He adds this is a major undertaking.

Commissioner Barnas states he is trying to get a timeline, not comfortable with a year and half.

Mr. Booth states he will try to get a better timeline. Commissioner Barnas states he would like a timeline two meetings from now.

Commissioner Gestrin stated she would like to have a draft for review.

Sylvia Newcomb questioned what large projects are coming to town.

Mr. Booth states he cannot announce at this time. Explained process for review of project prior to making information public.

Jeri Langman stated that when CVS came to the planning board they wanted to build like the rest of their stores but we required them to fit in; hopes we hold other businesses to the same standard.

Commissioner Barnas stated there is a project coming to Wang property by feed store.

Thomas DePeter stated historically the initial review of the LDC is held by the plan board to make recommendations to the commission for review. Adds that if we don't understand the LDC suggested hiring a city planner that does.

2. REPORT FROM CITY MANAGER ON MEETING WITH FLORIDA POLICE CHIEFS' ORGANIZATION.

Commissioner Barnas questioned if Mr. Liquori has come in.

Mr. Booth states he has interviewed all the police department personnel and is now writing his report which he will submit next week.

Commissioner Gestrin questioned if he had spoken to the officers that had resigned.

Ann Carter questioned if this is a report on what we need to do to reorganize our department. Mr. Booth stated he took an assessment of the police department. Ms. Carter spoke regarding Steve Holley.

Thomas DePeter stated we should have all the facts before we point fingers. He adds that we should get the reports and see what they say.

3. UPDATE ON LIST OF COMPUTER EQUIPMENT AT HIGH SPRINGS POLICE DEPARTMENT.

Commissioner Barnas states the problem he has with this is how we put this out in a press release that there were 10's of thousands of dollars of extra equipment when in fact there was only \$18,000. He adds that the city manager could talk with the former employees and find out the reasoning for this equipment; he adds he is sure there is a reason we have it.

Commissioner Gestrin asked if this was put out for RFP or RFQ. Mr. Booth advises that Mr. May is not our IT person, and he was originally brought in to assist with server issues that we were having.

Attorney Walker states we have received a public records request for the full report, and their office is going through this report. They are making every effort to get this done.

Commissioner Barnas stated he thought we would have a report of items.

Mr. Booth states the police department is in disarray and we are trying to put it back together.

Commissioner Barnas stated he looks forward to reading the full report.

Commissioner Gestrin questioned if Mr. May has all the backgrounds, is CJIS certified, and if clearance and insurance was required before we gave him access.

Mr. Booth advised he will be at the meeting next week.

Sylvia Newcomb asked when the report was generated.

Attorney Walker clarified that he did not say the information they are reviewing is something that the public could not have; he stated that they will review and if there is information that could cause a security breach, that information would be exempt. He adds that there are a lot of innuendos and allegations made at meetings and it does not mean it is true. He stated that he has asked the commissioners not to comment on the Steve Holley matter due to the threat of litigation. He read his letter regarding Mr. Holley that their office sent to Mr. Holley's attorneys.

Ms. Newcomb states that most citizens do not have a problem with Sgt. Sheppard. She adds that she has a problem with incorrect statements from Mr. Booth.

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Leda Carrero expressed her concern with Mr. May having a bias.

Mayor Williams states he is taking control of the meeting; we are to talk only about what is on the agenda.

Thomas DePeter states again nobody has all the facts.

Jeri Langman states we should look and see what the commission at that time asked that department to. She states there were impending reviews and things were going to need to be updated.

Billy Dowdy states she is confident that if they had to purchase new equipment Chief Holley purchased out of his own budget. She asks why the department has suddenly become in disarray.

Paul Regensdorf stated in 2012 when we replaced the dispatch, we spent over \$130,000 just in equipment. Stated we need to look at all the equipment. Urged citizens that before accusing listen to the attorney. He adds that it was widely reported in 2012 that 11 out of 13 police officers wanted to stay with the CCC for dispatch.

Mayor Williams stated we need to stay on subject and keep comments to yourselves.

4. REPORT ON HIGH SPRINGS POLICE DEPARTMENT PLAN.

Commissioner Barnas states he had requested a written report. He wants to know is there a predetermined plan for the police department. Asks if Liquori is going to report on keeping dispatch. Asks if we will be looking at the budget again for keeping dispatch or getting rid of it.

Mr. Booth states that will be up to the Commission. When everyone sees the report we will determine where we are going. We need to put the department back together and add back the lieutenant and a detective.

Commissioner Barnas stated we put a lieutenant in the budget but it was not funded.

Thomas DePeter stated he would like to see a cost of the police department with everything and several different options.

Sylvia Newcomb stated she called the city of Alachua, the listed phone number, and did not get an answer. She states that the citizens I spoke to this week do not

like that answer.

5. REPORT ON PBA NEGOTIATIONS.

Attorney Walker states his office has been in contact with Hal Johnson, PBA General Counsel. There were some records requested January 2nd in order to proceed and his office has not yet heard from Mr. Soul. His office today has sent correspondence to Mr. Johnson to see if we want to continue with the negotiations. Mr. Johnson called today to set up a date for a meeting, should know by the next meeting.

Commissioner Barnas states his concern is time as it may affect the health insurance for the whole city.

Thomas DePeter states you should show up at the table and negotiate in good faith.

6. REPORT ON FISCAL YEAR 2012-2013 AUDIT.

Mr. Booth stated the auditors are working on the audit now and should be presented June 1st.

Commissioner Barnas stated he was concerned with the word "anomaly" that was used at the last meeting.

Mr. Booth explained that was an inappropriate word. He stated there is just different methods of accounting with the different finance directors.

7. REPORT ON PUBLIC RECORDS.

Commissioner Barnas asks if a fax comes in regarding city business, does it become a public record and if so how do we track it. He states if a request comes and Mrs. Parham is out can we say it has to wait till she returns. He asks if we are required to have a backup.

Attorney Walker states the attorney's office and city manager should review the city clerk's policy and procedures on records to help improve. He states records have to be produced in a reasonable time.

Mrs. Parham stated that as of October 1st she has had an employee to assist her when she is out. She states there is a backup for records requests when she is out.

Paul Regensdorf states the law does not require that you keep a log of all public records, just that you retain the records accordingly.

Jeri Langman stated that Palm Beach County told her they were on vacation and they would take care of it when they returned and they are much bigger than us.

Thomas DePeter spoke of public records. He states putting records online would save time.

Shawn Dorsey talked about insurance for the employees. Mayor Williams asked her to speak to city manager after the meeting. He advised her we are discussing public records at this time.

8. REVIEW OF IT EXPENDITURES AND DISCUSS NEED FOR IT STAFF.

Commissioner Barnas stated he has been saying that we needed an IT person on staff. He went over previous IT expenditures. Then went over the expenditures to Emerald Data. He states the City Manager can spend up to \$5,000.00 without coming to the commission or going out for bid. He states that it appears we are heading towards a monthly project. He believes we need to put an IT person on staff in next year's budget.

Mr. Booth stated Mr. May came in to assist with our infected server. The server was sending out emails that were not ours, the Police Department needed him to get into some of the computers that we did not have passwords for. He states he does not see the need for a full time IT person, maybe a part time.

Sylvia Newcomb asked about the purchasing policy and can it be broken down into different invoices.

Thomas DePeter stated during the budget you should have the historic amounts spent on IT in order to budget for IT.

Paul Regensdorf stated that not just one person can handle everything, they would have to hire outside for specialty things.

CITY ATTORNEY REPORT/UPDATE

Attorney Walker states their office has prepared a confidentiality agreement for the IT person to sign.

Attorney Johnson stated their office is reviewing the draft contract for solid waste services.

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Attorney Johnson adds that she has made the changes to the baseball contract, has sent it to our recreation director to forward. If the new language is approved it will then be forwarded to the commission.

Attorney Johnson stated in regards to the Farmers' Market contract they are waiting on the proposed changes.

CITY MANAGER REPORT/UPDATE

Provided map of detour for the removal of railroad crossing.
Paving will begin the 28th of April.
Budget workshops to be scheduled for May 15 & 29.

COMMENTS AND CONCERNS:

COMMISSIONERS

Commissioner Jamison stated the statement that Mr. May is bias towards him is new to him. He stated that it was a process that got the police department where it is. Commissioner Jamison presented timeline on the appointment of Bill Benck, Jeri Langman and Steve Holley. He states he believes it was a process that got us here.

Commissioner Gestrin stated the city manager does have the right to hire and fire and why was there a smoke screen in regards to Chief Holley. She adds that when people ask questions there is no exchange or dialogue. She stated she has objected to the minutes, they are action minutes and are not accurate. She states the minutes are subjective. She expressed her concerns with the commission rules being used to silence people.

Commissioner Barnas outlined the solid waste bid. He spoke about solid waste budget. He spoke of the monies transferred to the general from the solid waste; this subsidizes the sewer and the city. He states when it comes up he is going to support a reduction in the solid waste charges to the citizens.

Commissioner Barnas asked who can make a press release; can a commissioner give a press release on their own.

Attorney Walker stated there is a right to free speech. He stated does not know of any rule that would prohibit a commissioner from doing so.

Commissioner Barnas read an AGO on government giving a city building to an entity for free. Requested attorney to review. Spoke of his concern with the joint

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chamber/commission meeting that was scheduled at the Great Outdoors; which was canceled. He stated he has always been conscious of these kinds of meetings.

Commissioner Barnas stated, in regards to the timeline discussed earlier, that in the past and if he talked about the past he was told not to look at the past, to move forward.

Vice Mayor Weller stated at the end of the last commission meeting she, her husband and six other couples went to The Great Outdoors to have dinner. She adds that each couple paid for their own meal and the city manager was not part of that dinner. She states the city manager was there at the restaurant with a friend, and upon leaving stopped by her table to say good bye and have a chat.

MAYOR

Mayor Willams spoke of following the rules. Stated that when a citizens time is up it is up; does not show favoritism. He adds that he tries to be fair with everyone, but will keep control of the meetings.

Motion Vice Mayor Weller to adjourn.
Second Commissioner Jamison.
Meeting adjourned at 9:35p.m.

CITY COMMISSION MEETING
MINUTES
April 24, 2014

Mayor Williams called the meeting to order at 6:31 p.m.

Invocation by Pastor Freddie L. Hickmon, Miracle Temple Church

Pledge of Allegiance

Roll Call: Mayor Byran Williams – Present
Vice Mayor Sue Weller – Present
Commissioner Bob Barnas – Present 6:34 p.m.
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Absent

Staff Present: Ed Booth, City Manager
Jenny L. Parham, City Clerk
Scott Walker, City Attorney
Courtney Johnson, City Attorney
Acting Police Chief Antoine Sheppard

APPROVAL OF AGENDA:

**Motion Vice Mayor Weller to approve agenda.
Second Commissioner Gestrin.
Motion carried 4 – 0.**

APPROVAL OF MINUTES OF FEBRUARY 20, 2014 SEWER WORKSHOP.

**Motion Vice Mayor Weller to approve the minutes of February 20, 2014 Sewer Workshop.
Second Commissioner Barnas
Motion carried 3– 1 with Commissioner Gestrin voting against.**

PROCLAMATION DECLARING THE MONTH OF MAY AS CIVILITY MONTH.

Proclamation read by Attorney Johnson.

UNFINISHED BUSINESS

1. **DISCUSS AND CONSIDER APPROVAL OF HIGH SPRINGS FARMERS' MARKET MANAGEMENT CONTRACT WITH BASTI GONZALES.**

Mr. Booth presented the revised agreement for the temporary management of the Farmers' Market with Basti Gonzales.

Attorney Johnson outlined the revisions. General review of revisions.

Commissioner Barnas states an application has been received for the position but the individual was advised to come back in July. States after she did this Ms. Gonzales released her of her duties is what he understood.

Basti Gonzales states she felt this was undermining how she was running the market and feels that if she felt she was running the market incorrectly, then she should have told her.

Carol Rowan, who applied for the position, explained her side of the story.

Attorney Johnson explained the original contract was for month to month but Ms. Gonzales requested the contract through September to allow for event planning.

Commissioner Barnas suggested keeping the contract on a month by month basis. He states he wants the Farmer's Market to continue to be vibrant.

Fortrie Allison, market vendor, spoke in favor of Carol Rowan and the good job she has done for the market.

Julie Hearn spoke in favor of Carol Rowan managing the market.

Commissioner Barnas left the meeting at 7:00 p.m. and returned at 7:04 p.m.

Donnie Wintergreen spoke in favor of Carol Rowan.

ArieLisa Tambasco states she was with Ms. Rowan when she spoke to Ms. Gonzales and asked to turn in everything for the Farmer's Market.

Jennifer Turner spoke in favor of Ms. Rowan, she stated there are very few farmers at the market, mainly resellers.

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Althea Wright, vendor, wrote recommendation for Ms. Gonzales but when Ms. Rowan advised she wanted to apply for the position; she thought it made sense. Spoke concerning a vendor who sells foods products illegally and feels the regulations should be enforced.

Janice Sheffield stated farmers go to Gainesville to sell produce.

Janet Alligood stated Gainesville Farmers Market open later and located at a better location for people to get to. Recommended listening to vendors' recommendations.

Marianne Hope spoke of an experience where she was late and somebody was in her spot that she paid for at the Farmer's Market.

Ms. Rowan only has one vendor who is a buyer and reseller. Would like to see the decision in the selection of the Farmer's Market Manager be based on job performance instead of politics.

Sylvia Newcomb, suggested the city manager's office reach out to local farmers, possibly allow both to manage market.

Commissioner Barnas asked for the outcome of the city manager's meeting with Rural Development.

Mr. Booth reported this grant is still on the fast track, on State level waiting on funding. Also, received information on other grants.

Attorney Walker states options are to approve or deny the contract.

Mayor Williams requested Ms. Gonzales and Ms. Rowan meet and discuss with the city manager.

**Motion Commissioner Barnas to deny the agreement and put it out for a RFQ.
Second Commissioner Gestrin.**

Attorney Walker states we will continue operating as we are on a month by month basis until there is a formalized agreement.

Donnie Wintergreen clarified that both will be working. Mr. Booth stated that was correct and that he would be there and talk to the vendors.

Thomas DePeter states if not passed, there is no contract and feels there should be

a contract . He questioned the procedure of citizen comments, at a prior meeting they did not allow citizen comment because there was a motion with no second but then today there were citizen comments prior to motion, these actions are inconsistent.

Motion carried 4 – 0.

2. CONSIDER REQUEST OF BRYAN SPERRY TO PURCHASE CITY PROPERTY.

Mr. Booth stated he had met with Mr. Sperry regarding the property. States the property would have to be declared excess and then it must be put out for bid.

Attorney Johnson states as there was a purpose to acquire the property, suggested to discuss and to determine if that purpose still exists.

Mr. Sperry states nobody would want the property and feels it would be to the city's benefit.

Attorney Walker states we need to look at the existing plans for Tillman Acres in conjunction with this property and make sure that we are not going through the process of imminent domain.

**Motion Vice Mayor Weller to direct the city manager with the city attorney's office to draft a surplus property policy and bring back to the commission.
Second Commissioner Barnas.**

Robyn Rush states that property was purchased with road funds and if sold would need to return the road funds.

Thomas DePeter stated several years ago the city passed a resolution regarding affordable housing and at that time the city planner made a list of all the properties owned. He asked how much money are we going spend on this policy, and if it is covered under attorney's routine duties. Attorney Walker states this is covered under their routine duties.

John Hill stated that if you are wanting to know the reasoning behind the purchase of some of the properties he suggested going to some of the older citizens in town, they could probably answer your questions.

Motion carried 3 – 1 with Commissioner Gestrin voting against.

3. REPORT AND UPDATE ON FINDING OF COMPUTER EQUIPMENT AT THE HIGH SPRINGS POLICE DEPARTMENT.

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Mr. Booth states the complete report has been released.

Eric May, Emerald Data Partners, stated this is a network security audit, not an overall performance of the city or the police department. He added that this report is separate from the other report done on the police department and they were in no way involved with that report. Wants to make it very clear that this is a forward looking report it is to show you the problems not who caused them.

Commissioner Barnas stated he has reviewed this himself and is in the process of interviewing the former police chief and people who were over there on each of the items. He stated he looks forward to Mr. May's comments on this and will bring back his own report at the next meeting.

Mr. Booth states it is a violation of the charter to talk to the city employees directly. Commissioner Barnas states that he spoke to former employees.

Mr. Booth explained this report had nothing to do with the former police chief being offered to go back to another position.

Mr. May stated he was not asked to do this report but provided it for the city's use as a courtesy.

Mr. May outlined highlights of the report.

Commissioner Barnas read a memo from the City Manager's office. He stated one of his biggest concerns is that a lot of the issues mentioned in the report was due to budget issues. He added that he suggested IT prior and it was never budgeted. He also spoke of putting this out for bid.

Commissioner Barnas stated all the background is now in place, but does not think Mr. May was up to date with this when he did the work. He stated he added that he did speak to a former employee and some of the equipment mentioned in the report was required by GPD. He added he intends to continue to go through the report and report back to the city as to the whys.

Commissioner Barnas states he does appreciate what is being done over there, but we need to do this right.

Mr. May spoke of CJIS requirements.

Mr. May stated one thing they are trying to do is spread a lot of things out to different users and train people in different areas.

Vice Mayor Weller states she appreciates this being done and it is good to have for a road

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map.

Commissioner Gestrin asked if this was the first time Mr. May had done computer work for a police department. Mr. May responded that it was. Commissioner Gestrin asked if Mr. May interviewed the personnel that put this together for the dispatch equipment. Mr. May stated that he did not.

Commissioner Gestrin stated that the commission should have been notified; invoices for Mr. May are over \$5,000.00.

Mr. May spoke of certifications. He stated it is important to have trust in your IT.

Robyn Rush stated she believed this began with a press release from the City Manager's office about equipment that was extra that did not have value as it was not being used. She states that Mr. May was paid \$100.00 per hour for IT work being done at the police department to which he was not certified to do at the time. She states when she made her public records request on April 10, 2014 for Mr. May's certifications they did not exist. Mrs. Rush stated that CJIS requirements also require there to be a contract in place. She states this was not put for RFQ. She read a portion of letter sent to Mrs. Parham. Spoke of the proposal of January 9, 2014. She stated she did a report card also. She states that \$10,000.00 is a travesty to be given to a former Commissioner who gave you a proposal on January 9th, 2014, it does not constitute an emergency when this started in March.

Sue Conerly stated that CJIS is a 25 question test, anybody can do it. She spoke of CJIS requirements. Spoke of keeping our dispatch. Mayor Williams stated that dispatch was not the topic at this time.

Commissioner Gestrin stated civility. Mayor Williams stated that this is not the subject at this time.

Ronald Wilson stated that if this report was done for the city for free, that should be commended. He asked if there was any breach that would lead to a breakdown of the city or any department within the next six months.

Ron Langman stated that any company like Mr. May's will provide a report like this for free; it is to sell you services.

Sylvia Newcomb stated Mr. Wilson was asking a direct question; would like to see his question answered.

Mr. May stated yes there are constant things that come up.

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Sylvia Newcomb stated she is confused about the certification being dated April 11 2014, but she stated where Mr. May has signed it is dated April 11, 2013. She does not understand how this could be. She expressed concern as a citizen that there is not more openness between the city manager and all the commissioners and the city clerk and all the commissioners. She states that she personally thinks that Mr. Booth has lied to the people, and has never redacted a statement that he has made in the newspaper. Mayor Williams states that we are getting off point. Ms. Newcomb states that she would like for Mr. Booth to resign.

Recess 5 minute break.

Mayor Williams adjourned the meeting after recess as they no longer had a quorum. The remaining items were not addressed.

CITIZEN REQUESTS AND COMMENTS

NEW BUSINESS

1. **CONSIDER APPROVAL OF CONTRACT WITH WCA FOR SOLID WASTE SERVICES.**
2. **DISCUSS NOTIFICATION TO CITIZENS OF NEW SOLID WASTE PROVIDER.**
3. **REVIEW AND CONSIDER LISTING OF PRELIMINARY ROAD IMPROVEMENT PROJECTS FOR INCLUSION IN TRANSPORTATION SURTAX INTER-LOCAL AGREEMENT WITH ALACHUA COUNTY**
4. **UPDATE FROM CITY MANAGER ON FINDINGS ON THE POLICE DEPARTMENT**
5. **CONSIDER DIRECTING STAFF TO DRAFT CODE ENFORCEMENT FINES**
6. **DISCUSS MAILING EMERGENCY NOTIFICATION INFORMATION TO CITIZENS.**

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

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COMMENTS AND CONCERNS:

**COMMISSIONERS
MAYOR**

ADJOURN

SPECIAL CITY COMMISSION MEETING
MINUTES
April 30, 2014

Mayor Williams called the meeting to order at 5:32 p.m.

Invocation by Mayor Williams.

Pledge of Allegiance

Roll Call: Mayor Byran Williams – Present
Vice Mayor Sue Weller – Present
Commissioner Bob Barnas – Present
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Present

Staff Present: Ed Booth, City Manager
Jenny L. Parham, City Clerk
Courtney Johnson, City Attorney
Scott Walker, City Attorney

APPROVAL OF THE AGENDA

**Motion Vice Mayor Weller to approve the agenda.
Second Commissioner Jamison.**

Mr. Booth apologized to Commissioner Barnas for his comments at the last meeting.

Motion carried 5 – 0.

1. CONSIDER APPROVAL OF CONTRACT WITH WCA FOR SOLID WASTE SERVICES.

Attorney Walker spoke regarding implementing actions to run meetings more proactively and to have the meetings more civil.

Attorney Walker presented the proposed contract with WCA for solid waste services.

SPECIAL COMMISSION MEETING
MINUTES
APRIL 30, 2014
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Commissioner Barnas advised there had been complaints from citizens concerning only receiving one container instead of the two containers they currently have. States at the meeting on February 13, 2014 when WCA was approved, it was answered by WCA that they would also probably have two containers.

Commissioner Barnas read a portion of the bid specifications regarding two containers and keeping garbage and yard trash separate.

Andy Toller, WCA General Manager, states that all items will be picked up separately and they will use several different trucks.

Vice Mayor Weller clarified that the citizens would provide their own containers for loose yard trash. Mr. Toller states that is correct with no limit on the number of containers picked up, as long as it is containerized.

Commissioner Gestrin stated that she had a citizen advised her that they were told if they wanted a second container they could purchase it for \$19.50. Commissioner Barnas stated a citizen told him they were advised of the same.

Commissioner Gestrin stated that part of the confusion is that it is not the same as it was, it is different and it was on Friday's only.

Vice Mayor Weller clarified that if a citizen would like a second container it would be \$11.98 per month and would be for regular trash. Mr. Toller advised that was correct.

Mr. Booth asked Mr. Toller what is required for the citizen to put the yard trash into. Mr. Toller asked that they not use plastic bags to contain the yard trash.

Vice Mayor Weller asked to clarify the length of the contract.

Attorney Walker read the portion of the contract regarding the length of contract.

Vice Mayor Weller asked what would a citizen do if their Republic cans have not been picked up. Mr. Booth advised to have them call City Hall so we can give a list to Republic of what they need to pick up.

Commissioner Barnas stated he is still on the mindset that there were to be two containers. He advised WCA that the previous containers had different color lids to distinguish between regular trash and yard waste. He stated why can't we contact Republic to see if we could get their yard cans back.

Commissioner Barnas states that the flyer handed out by WCA did not explain how the yard waste should be containerized.

SPECIAL COMMISSION MEETING
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**Motion Vice Mayor Weller to approve contract with WCA for solid waste services as specified in the Solid Waste Franchise Agreement.
Second Commissioner Jamison.**

Mrs. Parham stated that we need to clarify, on the agreement it does have the \$11.98 additional can pick up, and the city currently does not have that rate structure set up in its resolution. She stated if we are going to have the second container pick up we would need to amend our resolution.

Attorney Walker stated they could bring a resolution forward to adopt the new rates.

Discussion on holiday pickups.

Commissioner Jamison stated that we should put on our website the holiday schedules so citizens know when garbage will be picked up.

Mr. Booth asked if WCA had an idea of how much the city would receive for the recyclables. Mr. Toller advised it was paid by the tonnage. Mr. Booth stated he was thinking that we could possibly use those funds to buy paper bags, in bulk, to give out to citizens that request them for their yard waste.

Commissioner Barnas suggested that Mr. Booth contact Republic and see what we could purchase 100 or 200 cans for yard waste. Mr. Booth stated we could contact them and see if we could purchase them.

Mayor Williams asked that city staff make sure to give out correct information when giving out information in regards to the second container and what they can use for yard waste.

Motion carried 3 – 2 with Commissioner Barnas and Commissioner Gestrin voting against.

**Motion Commissioner Jamison to adjourn.
Second Vice Mayor Weller.
Meeting adjourned at 6:18 p.m.**

CITY COMMISSION MEETING
MINUTES
May 8, 2014

Mayor Williams called the meeting to order at 6:30 p.m.

Invocation by Pastor Tim Spivey, High Springs Church of Christ

Pledge of Allegiance

Roll Call: Mayor Byran Williams – Present
Vice Mayor Sue Weller – Present
Commissioner Bob Barnas – Present
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Present

Staff Present: Ed Booth, City Manager
Jenny L. Parham, City Clerk
Scott Walker, City Attorney
Courtney Johnson, City Attorney
Acting Police Chief Antoine Sheppard

APPROVAL OF AGENDA:

**Motion Vice Mayor Weller to approve the agenda.
Second Commissioner Jamison.
Motion carried 5 – 0.**

**APPROVAL OF MINUTES OF MARCH 6, 2014 SPECIAL MEETING AND
MARCH 6, 2014 WORKSHOP.**

**Motion Vice Mayor Weller to approve the minutes of March 6, 2014 Special Meeting and Workshop.
Second Commissioner Jamison
Motion carried 3– 2 with Commissioner Barnas and Commissioner Gestrin voting against.**

**PRESENTATION AND UPDATE FROM SANDRA JOSEPH, SENIOR PLANNER
WITH NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL ON
THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.**

Ms. Joseph explained the types of technical assistance and services provided by the NCFRPC and outlined the requirements on the Comprehensive Plan review and amendments through the Evaluation and Appraisal Report. Explained the EAR notification letter approved by the Commission in February outlined the amendments needed for the Comprehensive Plan. States if it is determine that there needs to be amendments to the Land Development Code that process will come later after the amendments have been made to the Comprehensive Plan. The Comprehensive Plan EAR based amendment process has to go through the State coordinated review process. Staff of the NCFRPC will address the comments, objections and recommendations of the State reviewing agencies. Does not anticipate any major comments as these are just technical changes as required by statute. She stated this process will take approximately four to five months.

Commissioner Barnas questioned when the comp plan would be reviewed to be compatible with our city? Ms. Joseph states it will go through the review for technical changes first, separate and apart from a major update. She stated that first the EAR process should be done, and then spending time reviewing the comprehensive plan and determining how you want to modify it and make the changes as appropriate to a town this size. Then you would take it through the expedited review process; which you would not have to deal with the ORC report. States should have the technical review done by the first of next year and should be able to address changes/updates required for the city.

UNFINISHED BUSINESS

1. **REPORT AND UPDATE ON FINDING OF COMPUTER EQUIPMENT
AT THE HIGH SPRINGS POLICE DEPARTMENT. (INCOMPLETE
FROM APRIL 24, 2014 MEETING)**

Commissioner Barnas states he will place his report on the next agenda after interviewing former employees.

Vice Mayor Weller states this report was a good basis on the equipment we have and what we need.

2. **DISCUSS AND CONSIDER ADOPTION OF THE REVISED
INTERLOCAL AGREEMENT WITH ALACHUA COUNTY FOR PUBLIC
SCHOOL FACILITY PLANNING.**

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Mr. Booth outlined the revised Interlocal Agreement and states it does not require any financial assistance from the city.

Vice Mayor Weller questioned if the other cities had signed on. Attorney Walker states he is not sure of other cities but the ones he works for has not. Attorney Walker states this would not take away any authority the city has but that we will submit, plan and work together with the school board and communities with the siting of a school.

Commissioner Jamison stated that he thinks that you would want a working relationship with an agency that would possibly build a school. He asked if there is a downside. Attorney Walker stated there is not a downside, it is a planning tool.

**Motion Commissioner Jamison to adopt the revised Interlocal Agreement with Alachua County School Board.
Second Vice Mayor Weller.
Motion carried 5 – 0.**

CITIZEN REQUESTS AND COMMENTS

Robyn Rush states she had originally planned on speaking regarding meetings held outside the sunshine but instead spoke concerning the new law regarding allowing citizens the right to speak.

Jimmy Thomas requested the dumpster by the gate in the cemetery be moved and also the water fixed to allow watering in the cemetery.

NEW BUSINESS

1. **REVIEW AND CONSIDER LISTING OF PRELIMINARY ROAD IMPROVEMENT PROJECTS FOR INCLUSION IN TRANSPORTATION SURTAX INTER-LOCAL AGREEMENT WITH ALACHUA COUNTY.**

Mr. Booth explained the county is trying to place on the ballot a one cent sales tax for road improvements.

Vice Mayor Weller states she had requested this item be placed on the agenda. She states the commission approved a list of roads in 2012, needs to be reviewed as some are being chip and sealed. States the county is requesting the city put in an additional 25% of what they expect to be able to pave with the money coming in with this, if passed. States the city manager would have to review the list to determine which roads would be paved or chip sealed and report back so the commission can approve.

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Mr. Booth states the county assured him that if they get the one cent sales tax that 236 will be the number one project. He added that they also assured him that they would provide bus service out to High Springs if this goes through; he suggested that the bus service run from the civic center to the Senior Center in Gainesville. He stated he will bring back revised list at next meeting.

2. **REVIEW CURRENT CODES, FINES AND THE POLICY BEHIND THEM UNDER CITY LAND DEVELOPMENT CODE, RESOLUTION, ORDINANCE OR REGULATIONS.**

Attorney Walker states the city has ordinances establishing violations but not the fines for the violations.

General discussion.

3. **CONSIDER ESTABLISH CODE ENFORCEMENT FINES.**

Discussed under previous item.

4. **DISCUSS MAILING EMERGENCY NOTIFICATION INFORMATION TO CITIZENS.**

Vice Mayor Weller placed on the agenda as we now have the ability to notify citizens with public safety on Nixle. Recommended mailing notices to inform citizens to sign up.

Commissioner Barnas states he has been in favor of a city newsletter, all have received calls regarding boil water notice and new garbage service. Supports getting the information out with expanded information.

General discussion concerning need for notifications and best ways to accomplish, such as a newsletter.

Motion Commissioner Barnas to support Vice Mayor Weller's recommendation to send out notice and make it as comprehensive as possible.

Second Vice Mayor Weller.

Robyn Rush expressed concerns regarding making a public record of phone numbers and email addresses.

Attorney Walker stated you could have indicator that this would be part of a public record. Attorney Walker to look into.

Jan Alligood spoke concerning notification of boil water notice.

Motion carried 5 – 0.

5. UPADATE FROM CITY MANAGER ON FUTURE USDA RURAL DEVELOPMENT GRANT FUNDING.

Mr. Booth stated he had met with Rebecca Manning of Rural Development, we did receive the funding for the Farmers' Market pavilion. He stated that she also advised that RD has determined that with our distance from Gainesville and our population we only qualify for a 15% grants and we would have to pay 85%, expect for economic development.

6. DISCUSS RESOLUTION TO REDUCE SOLID WASTE RATES.

Commissioner Barnas placed on agenda. Questioned if a resolution was needed to reduce rates and if a budget amendment was also needed. Attorney Walker states both would be needed but the budget amendment could be done at a later date.

Mr. Booth states we are looking into obtaining 200 cans for yard trash. Advised there were approximately 500 households who are not paying for garbage service. We have to go over the list and send out notification. He added that there is a way to assess garbage charges through ad valorem.

Discussion on possible adjustments to rates. Vice Mayor Weller proposed adjusting the commercial dumpsters and not reducing until we find out what our budget is like except for the commercial dumpster rates. Handed out calculations from finance director on dumpster charges.

Motion Commissioner Barnas to table until the next meeting to allow time to review numbers.

Second Vice Mayor Weller.

Motion carried 5 – 0.

7. CONSIDER APPOINTING MEMBERS TO THE PLAN BOARD AND PARKS & RECREATION ADVISORY BOARD.

Mrs. Parham advised that there are two positions vacant on the Plan Board and we have received four applications (Gene Levine, Tom DePeter, and Wallace Mazon) and Ms. James wanted to continue on the Plan Board.

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Recess; Meeting called back to order at 8:17p.m.

Discussion on disbanding CATF.

Motion Vice Mayor Weller to table the selection of Plan Board Members to the next commission meeting.

Second Commissioner Gestrin.

Motion failed 3 – 2 with Mayor Williams, Commissioner Barnas and Commissioner Jamison voting against.

Motion Commissioner Barnas to appoint Wallace Mazon as a member of the Plan Board.

Second Commissioner Jamison.

Motion carried 4 – 1 with Vice Mayor Weller voting against.

Motion Commissioner Barnas to table second position on the Plan Board to the next meeting.

Second Vice Mayor Weller.

5 – 0.

Vice Mayor Weller states that there are two vacant positions on the Parks and Recreation Board and three applications (Linda Hewlett, Linda Schaladant, and Brandon Labonte). Mr. Labonte has been on the board, and she had brought up the issue previously of him not attending the meetings. She advised that Mrs. Parham had contacted him and he is still interested in serving on the board.

Motion Vice Mayor Weller to appoint Linda Hewlett to the Parks and Recreation Board.

Second Commissioner Jamison.

Motion carried 4 – 1 with Commissioner Gestrin voting against.

Motion Vice Mayor Weller to appoint Linda Schaladant to the second vacant position.

Second Commissioner Jamison.

Motion carried 5 - 0

8. REVIEW OF CITY ATTORNEY INVOICES AMD DETERMINE CITY BUSINESS AND NON-CITY BUSINESS.

Commissioner Barnas expressed concern with city attorney's cost for Professional Services Non-Routine legal we budget \$15,000 but have spent \$44,524.49 as of 04/23/14. He adds that we will need to do a budget adjustment. Need to watch what we are spending.

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Mr. Booth stated the budget adjustment would be presented in June or July.

Commissioner Barnas pointed out there were bills for talking to Commissioner Barnas and Commissioner Gestrin but not others. Points out that we were billed for all attorneys attending meetings; need to keep the number of attorneys at a meeting down. He states 296% over budget and concerned with how much we are doing in outside work. Commissioner Barnas to meet with attorney to discuss billing.

Vice Mayor Weller asked if the city is charged if a commissioner calls you regarding an agenda item. Attorney Walker stated the agreement is that they will attend plan board meetings, other regular scheduled meetings, ordinances, resolutions are done within the retainer contracts. Special projects and litigation are billed on an hourly basis.

Robyn Rush states she has reviewed the invoices and spoke concerning PBA meeting on February 4th, 2014 with the City Manager, Sue Weller, and three attorneys about the PBA in which a decision was made. She states that this meeting was not a closed session meeting because it wasn't noticed and the entire commission was not there; she adds that during this meeting Hal Johnson of the PBA was phoned conferenced. She states that her understanding of this meeting is it would fall under a different statute. She states the city is in violation of the sunshine law on half a dozen meetings.

Attorney Walker disagrees with the concept that they violated the Sunshine Law in regard to talking with Hal Johnson.

Attorney Johnson explained the meeting with Hal Johnson was a separate meeting and is a separate charge on the same bill. She states that the phone conference with Hal Johnson was with herself and not part of the meeting Mrs. Rush is referencing.

Vice Mayor Weller clarified that she was not involved in any conversation at that meeting with Mr. Johnson; she stated she had left and guesses they called Mr. Johnson after that.

9. **CONSIDER APPROVED OF THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

Mr. Booth states we have a contract with the FDOT to maintain the traffic signals and when we have an issue arise we contact the City of Gainesville.

**Motion Commissioner Jamison to approve the Traffic Signal Maintenance and Compensation Agreement with the City of High Springs as the maintaining agency and FDOT.
Second Commissioner Barnas.
Motion carried 5 – 0.**

10. DISCUSS AND CONSIDER PROPOSAL FROM THE FLORIDA POLICE CHIEFS STARS PROGRAM FOR THE SEARCH AND RECRUITMENT SERVICES FOR POLICE CHIEF.

Mr. Booth reported we need to move forward with the hiring of a Police Chief. Presented proposal from Florida Police Chief's Association for recruitment services.

Vice Mayor Weller asked if the committee would receive all the applications for review.

Attorney Walker stated this position is not a charter position and falls under the city manager. He adds that if the commission is going to be involved in the wiewding down of the applications for this position it would need to be done under the public eye.

Discussion on who the review committee would consist of.

**Motion Vice Mayor Weller for whatever the committee the city manager establishes for the search for a Police Chief that a citizen be on that committee.
Second Commissioner Jamison.**

Commissioner Jamison asks by us appointing a citizen, are we not participating in the process.

After discussion, motion withdrawn by Vice Mayor Weller.

Commissioner Barnas stated he has done a lot of research over the last couple of days on this. He states that we have never determined that if you violate the charter anything will happen to you. He states that it is not the job of the commission to appoint anybody; it is not our job to get involved in the decision making process. He states that if the city manager wants a committee he should pick one. If this committee is going to do any vetting at all, and will affect the final decision it needs to be in the sunshine. He adds that the city manager can have a town hall meeting to find members for the committee.

Commissioner Barnas left the meeting at 8:59 p.m. and returned at 9:00 p.m.

Commissioner Gestrin spoke of not addressing the lack of due process that occurred

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in January.

Commissioner Jamison feels the city manager knows the sensitivity of this. If the city manager wants to rely on committee that is commendable.

Commissioner Gestrin states we are not holding any one accountable for the lack of process in the beginning and how all of this got started.

**Motion Vice Mayor Weller to approve the Florida Police Chiefs' proposal for \$7,500.
Second Commissioner Jamison.**

Commissioner Barnas states it is the city manager's job to hire, not pay \$7,500 which is not budgeted, for some vetting which should be the city manager's job. Can't support spending money for this. He pointed out that Liquori did the report on the police department, will he be bias? He adds that for \$7,500 this may need to go out for bid.

Bobby Summers, states you need to look at the charter, the city manager is in charge of hiring and firing the police chief, and the only control the commission has over the city manager is control of the budget. He states the commission should stop the spending of the attorney until the budget is amended.

Robyn Rush urged committee meetings be held in public. Recommended the attorney to look into K Publications Incorporated vs. the City of Palm Bay.

Vice Mayor Weller asks if the commission approves this, then it is within the purchasing policy.

Commissioner Gestrin states she cannot support this. She states she feels we are coming up with an elaborate choosing process and spending money we do not have. She states that it is really just a way to cover or make amends for what happened in January, and it is just going from bad to worse.

Mr. Booth states all the meetings will be open, we will review all the resumes in the public and then have interviews; he states the public will have access to all of this.

Mayor Williams questioned where the funds would come from. Mr. Booth stated from the savings from police personnel salaries.

Attorney Walker doesn't feel it would be a public meeting as it is not the public body but the city manager is erring on the side of caution and agreeing to hold public meetings.

Mr. Booth states this offer was unsolicited and simply put it before the commission.

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Discussion on past selection.

Motion fails 3 – 2 with Mayor Williams, Commissioner Gestrin and Commissioner Barnas voting against.

CITY ATTORNEY REPORT/UPDATE

Attorney Johnson reported the next PBA negotiation will be May 20th at 9:30 a.m. and will be open to the public; There will be a closed session to discuss PBA May 15th at 5:30 p.m.

CITY MANAGER REPORT/UPDATE

1st Budget Workshop will be May 15th; looks for the process to take a couple of months.

CDBG Water Grant came last week, Tuesday, and did a site inspection. Hopefully the project will move forward.

Audit report to be presented at the first meeting in June, sees problem with reserves required by bonds.

Mittauer & Associates have requested \$18 million for Camp Kulaqua to connect to our sewer system.

COMMENTS AND CONCERNS:

COMMISSIONERS:

Commissioner Jamison – none

Commissioner Gestrin questioned why there was no water at the cemetery. Mr. Booth to check into. He states in regards to the dumpster being by the gate, most people like it.

Commissioner Gestrin asked who is responsible for cutting the grass in the cemetery; the shrubbery and around the monuments are not cut. Mr. Booth states we have a part-time employee taking care of this. He adds that it is looking better than when we had the contract with the lawn maintenance company; he will ask that he dedicate more time to this.

Commissioner Gestrin states she had sent an email to the city attorney regarding commissioners talking to city employees. Attorney Walker to reply to her by email.

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Commissioner Barnas states the cemetery dumpster was moved by the gate by his request. States the fence at the cemetery needs replacing. Empty pad of concrete by old school, we have not done anything with that. Asked if we have advertised for Finance Director; Mr. Booth states we have already advertised.

Commissioner Barnas states he will have a report on the next agenda on Liquori report and on computer equipment.

Commissioner Barnas states he is not being kept fully informed, feels decisions were made that the commission never voted on. He states he just found out we have a PERC agreement on the PBA that the commission never voted on. All commissioners need to be fully informed. He states meetings outside of the sunshine are a problem.

Vice Mayor Weller – Relay for Life is starting tomorrow at the Civic Center and going through Saturday morning.

MAYOR

On behalf of Mt. Carmel Baptist Church, we want to donate a piano to the city for the civic center.

On Wednesday the Honor Release and Return was here putting up POW flags in the city.

Will be traveling to Orlando next week to Florida League of Mayors Summit to learn about the importance of jobs and economic development, may be late to the budget workshop.

Motion Vice Mayor Weller to adjourn.

Second Commissioner Jamison

Mayor Williams adjourned the meeting at 9:44 p.m.

RESOLUTION 2014 - L

**A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA;
RELATING TO THE PROVISION OF FIRE SERVICES,
FACILITIES AND PROGRAMS IN THE CITY OF HIGH
SPRINGS, FLORIDA; ESTABLISHING THE RATE OF
ASSESSMENT; IMPOSING FIRE SERVICES ASSESSMENTS
AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY
OF HIGH SPRINGS FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2014; APPROVING THE ASSESSMENT ROLL;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission of High Springs, Florida (the “City Commission”), has enacted Ordinance 2008-26 (the “Ordinance”), which authorizes the imposition of Fire Services Assessments for fire services, facilities and programs against Assessed Property located within the incorporated area of the City; and

WHEREAS, the imposition of a Fire Services Assessment for fire services, facilities and programs each Fiscal Year is an equitable and efficient method of allocating and apportioning the Fire Services Assessed Costs among parcels of Assessed Property; and

WHEREAS, the City Commission desires to continue its Fire Services Assessment program and impose a Fire Services Assessment in the City using the procedures provided by the Ordinance for the Fiscal Year beginning October 1, 2014; and

WHEREAS, the City Commission, on July 10, 2014, adopted Resolution 2014-F (the “Preliminary Rate Resolution”); and

WHEREAS, the Preliminary Rate Resolution contains and references a brief and general description of the fire services, facilities and programs to be provided to Assessed Property; describes the method of apportioning the Fire Services Assessed Costs to compute the Fire Services Assessment for fire services, facilities and programs against Assessed Property; estimates the rates of assessment; and directs the preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

WHEREAS, in order to impose Fire Services Assessments for the Fiscal Year beginning October 1, 2014, the Ordinance requires the City Commission to adopt an Annual Assessment Resolution which establishes the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published as required by the terms of the Ordinance, which provides notice to each property owner proposed to be assessed of the owner's opportunity to be heard; the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing was held on August 7, 2014, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS, FLORIDA AS FOLLOWS:

SECTION ONE. AUTHORITY. This resolution is adopted pursuant to the provisions of Ordinance 2008-26, Resolution 2008-K, Resolution 2008-L, Resolution 2012-I, Article VIII, Section 2, Florida Constitution, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION TWO. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Annual Assessment Resolution as defined in the Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the 2008 Initial Assessment Resolution, the 2008 Final Assessment Resolution or the Preliminary Rate Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

SECTION THREE. IMPOSITION OF FIRE SERVICES ASSESSMENTS.

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire services, facilities and programs described or referenced in the Preliminary Rate Resolution in the amount of the Fire Services Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be specially benefited by the City's provision of fire services, facilities and programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the 2008 Initial Assessment Resolution, the 2008 Final Assessment Resolution and the Preliminary Rate Resolution, from the fire services, facilities and programs to be provided, and

a legislative determination that the Fire Services Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Services Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix E of the 2008 Initial Assessment Resolution, and adopted in Section 7 of the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2014, the estimated Fire Services Assessed Costs to be assessed is \$228,724. The Fire Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Costs for the Fiscal Year commencing October 1, 2014, are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Residential	\$83.00
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Square Foot (capped at 40,000 sq ft)
Commercial	\$0.04
Industrial/Warehouse	\$0.01
Institutional	\$0.07

(D) As authorized by Section 2.05 of the Ordinance, the Maximum Assessment Rates that can, but are not required to, be assessed and apportioned among benefited parcels in future fiscal years without additional notice to the Owners of each parcel of property as required by the Ordinance are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Residential	\$112.00
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Square Foot (capped at 40,000 sq ft)
Commercial	\$0.05
Industrial/Warehouse	\$0.01
Institutional	\$0.08

(D) The above rates of assessment are hereby approved. Fire Services Assessments for fire services, facilities and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2014.

(E) As authorized in Section 2.13 of the Ordinance, Interim Fire Services Assessments shall be imposed against all property for which a Building Permit is issued after the adoption of this Annual Assessment Resolution based on the rates of assessment approved herein.

(F) No Fire Services Assessments shall be imposed upon Buildings located on a parcel of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida Law. However, pursuant to Section C of Appendix A of the Preliminary Rate Resolution, Government Property that is owned by federal mortgage entities, such as the VA and HUD, due to foreclosures is not serving a governmental purpose nor providing a public benefit but is instead being held by these federal governmental mortgage entities in a proprietary capacity, and shall not be exempt from the Fire Services Assessment.

(G) Any shortfall in the expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments.

(H) Fire Services Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION FOUR. CONFIRMATION OF PRELIMINARY RATE RESOLUTION.

The Preliminary Rate Resolution is hereby confirmed.

SECTION FIVE. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Services Assessments), unless proper steps shall

be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Assessment Resolution.

SECTION SIX. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

SECTION SEVEN. CONFLICTS. Any Resolution or parts of resolutions in conflict herewith, shall be and the same are hereby repealed to the extent of such conflict.

SECTION EIGHT. EFFECTIVE DATE. This Annual Assessment Resolution shall become effective immediately upon passage and adoption this 7th day of August, 2014.

PASSED AND ADOPTED on this 7th day of August, 2014.

CITY OF HIGH SPRINGS, FLORIDA

By: _____
BYRAN D. WILLIAMS
MAYOR

Attest:

(SEAL)

By: _____
JENNY L. PARHAM
CITY CLERK

APPENDIX A
PROOF OF PUBLICATION

APPENDIX B

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that: I am the Mayor of the City of High Springs, Florida, or authorized agent of the City of High Springs, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire services assessments (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law. The tax roll contains a parcel count of _____, and a total assessment of \$ _____.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Alachua County Tax Collector by September __, 2014.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Alachua County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of September, 2014.

City of High Springs, Florida

BYRAN D. WILLIAMS
MAYOR

Attest:

(SEAL)

By: _____
JENNY L. PARHAM
CITY CLERK



Commission Agenda Item Request Form

MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE BY NOON ON THE WEDNESDAY PRIOR TO THE COMMISSION MEETING

MEETING DATE: AUGUST 7, 2014

SUBJECT: REVIEW AND CONSIDER AWARDDING BID FOR IT SERVICES.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT:

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION: AWARD BID FOR IT SERVICES TO EMERALD DATA PARTNERS.

Summary

THE CITY REQUESTED PROPOSAL FROM QUALIFIED, PROFESSIONAL TECHNOLOGY VENDORS FOR INFORMATION TECHNOLOGY SUPPORT SERVICES. ONE BID WAS RECEIVED FROM EMERALD DATA PARTNERS. ERIC MAY OF EMERALD DATA PARTNERS WILL BE PRESENT TO ANSWER ANY QUESTIONS REGARDING THE PROPOSAL.

ATTACHMENT: RFP AD AND BID PROPOSAL

REVIEWED BY CITY MANAGER: _____

City of High Springs
110 NW 1st Avenue
High Springs, Florida 32643



Telephone (386) 454-1416 x 6
Facsimile: (386) 454-2126
Web: www.highsprings.us

REQUEST FOR PROPOSAL

The City of High Springs is currently seeking proposals from qualified, professional technology vendors for Information Technology Support Services.

Bid specifications may be obtained at City Hall or online at www.highsprings.us.

Sealed proposals marked "IT Support Services Bid" must be submitted to the Office of the City Manager at City Hall, 110 NW 1st Avenue, High Springs, Florida 32643 by 3:00 pm, Thursday, July 17, 2014.

THE CITY OF HIGH SPRINGS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE BID FOUND TO BE IN THE BEST INTEREST OF THE CITY.

Publish: Alachua Today
July 3, 2014

TO: MR. EDWIN BOOTH
FROM: Eric May
CC: n/a
DATE: Thursday, July 17, 2014
SUBJECT: proposal

Enclosed you will find our both our proposal and our proposed legal contract for the agreement.

In an effort to reduce waste we have included both documents on a USB drive and we are only providing the black & white copies as a certified copy for the bid process. This digital copy will also be easier to distribute to the commissioners without printing, should you decide to do so.

If you have any problems opening or otherwise, please let me know.

--
/EM



23212 NW 201st Ln
High Springs, FL 32643



+1 866-897-8878
+1 352 231 8945



elgiemay.com

**CONTRACT FOR IT SUPPORT SERVICES
#RFP 2014-02**

PREPARED ESPECIALLY FOR
THE HONORABLE BYRAN WILLIAMS, MAYOR
CITY OF HIGH SPRINGS

PREPARED BY
ERIC MAY

ELGIE MAY, LLC, DBA EMERALD DATA PARTNERS
ERIC.MAY@EMERALDDATA.US
866-897-8878 X101
OFFICE: HIGH SPRINGS, FL USA

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EMERALD
DATA PARTNERS

Date July 16, 2014

Re: Agreement to Provide Technology Services

To the Honorable Mayor Byran Williams:

We are pleased that you have asked Elgie May, LLC, a Florida limited liability company, d.b.a. Emerald Data Partners to provide technology services.

We submit for your approval the following provisions governing our engagement. If you are in agreement please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Customer: Scope of Services Provided

You, The City of High Springs are our customer in this matter, and we will provide network engineering and device monitoring and protection services for your equipment which are described in Schedule "A" attached to this agreement. You understand that any device that fits into a classification contained on Schedule "A" will be protected and accordingly billed for. As items are added or removed from the network proper billing adjustments will be made.

The details of the services we will provide are set forth in Schedule "B" attached to this agreement.

We have designated Eric May, whose email address is eric.may@emeralddata.us and whose telephone number is 352-231-8945 x101 as the account executive who serves as the primary contact for all issues which are not service requests. We may add or delete persons designated by us by giving you written notice.

You will make service requests (we sometimes call them tickets) by:

1. Calling our offices and speaking with the help desk. ***Critical level service requests must be initiated by telephone to be guaranteed Service Level Agreement compliance; or***
2. Contacting us through our web portal for noncritical level service requests; or
3. Sending an email to helpdesk@emeralddata.us from an email address registered with your account for noncritical level service requests.

Service request are categorized and response times are set forth on Schedule "C" attached to this agreement.

You agree to fully cooperate with us so that we may provide services to you. Your cooperation includes:

1. Physical access to all equipment used as part of your network.
2. Appropriate security clearance and associated credentials for all devices and services used as part of your network.
3. Access to key personnel needed for information, approval, or other actions required in connection with our service delivery.
4. The access and information in this section may be required outside of normal business hours. It is your responsibility to make appropriate arrangements concerning locks, power, security systems, security guards, lighting, air-conditioning, machine availability, internet availability and any other factor necessary for us to access your equipment and network.

Payment

You agree to pay us for our services as follows:

1. Device monitoring and protection.
2. Network engineering services.
3. Database administration
4. You may purchase hardware directly from your own supplier or through us. If you purchase through us, we may require your payment before we order the hardware.
5. Desktop and server backup services and mobile device management.
6. Network security auditing.
7. IT Policy drafting and consulting.
8. Other related services.

We will provide you an invoice on a monthly basis. The hourly rates, block hours, and other financial considerations are defined on Schedule "D". You agree to review our invoice and contact us within 20 days of receipt of invoice if you have any problem, concern or objection to any charge. You agree to pay us any charges that you have not contested within 30 days of receipt of our invoice. If you do not pay within 30 days, we can charge you a one percent per month service charge on any unpaid amounts, and you will be in default. You further agree to work with us to resolve any problem, concern or objection that you have to any charge.

Confidential Information

"Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by one of us to the other either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. We further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act or omission of either of us or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

We agree not to disclose your Confidential information for the term of this agreement and thereafter for as long as we have such information. You understand that we may have to disclose information about your hardware, software and networking structure as we work with other third party suppliers and vendors on your behalf. We agree to take the same measures to protect your Confidential Information as we take to protect our own.

You agree not to disclose our Confidential Information for the term of this agreement and thereafter for as long as you have such information. You agree to take the same measures to protect our Confidential Information as you would to protect your own.

Employees and Subcontractors

We agree not to offer employment to any of your employees and we will not, either directly or indirectly, solicit, induce, recruit or encourage any of your employees to leave their employment during the term of this agreement and for a period of six months after the expiration of this agreement and any extensions thereof.

You agree not to offer employment to any of our employees and you will not, either directly or indirectly, solicit, induce, recruit or encourage any of our employees to leave their employment during the term of this agreement and for a period of six months after the expiration of this agreement and any extensions thereof. We may use subcontractors in servicing your account. If we do, you agree not to hire those subcontractors to circumvent the use of our services under this agreement, during the term of this agreement or for a period of six months thereafter.

Term and Termination

This agreement shall extend for a term of three years. This agreement shall extend automatically for one year terms following thereafter unless otherwise requested by you within 30 days of the end of this agreement. Either of us may terminate this agreement at any time, with or without cause, upon giving 60 days written notice to the other of such termination. Notice shall be to the respective contact persons as set forth above.

Venue and Equitable Relief

Both of us agree that venue for any dispute, claim or controversy concerning this Agreement or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this agreement, shall be Alachua County, Florida.

Both of us agree that it would be impossible or inadequate to measure and calculate our respective damages from any breach of the Confidential Information and Employees and Subcontractors covenants set forth in this agreement. Accordingly, if either of us should breach any of such covenants, the other will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Both of us further agree that no bond or other security shall be required in obtaining such equitable relief and we hereby consent to the issuance of such injunction and to the ordering of specific performance.

No Warranties

We make no warranties of any kind, expressed or implied regarding the functionality of hardware or software. You will rely on the warranties provided by the manufacturer of each product.

You agree to not hold us liable for any special, incidental or consequential damages, such as loss of anticipated profits or losses resulting from business disruption due to faulty equipment.

Default

We will be in default under the terms of this agreement if we fail to perform or comply with the terms and conditions of our obligations under this agreement.

You will be in default under the terms of this agreement if you fail to perform or comply with the terms and conditions of your obligations under this agreement.

Fine Print

1. This agreement shall be governed by and construed in accordance with the laws of the state of Florida.
2. Neither this agreement nor any rights under this agreement may be assigned by either of us, without the written consent of the other.
3. If any provision or provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected.
4. We shall not be in default under this agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond our control.
5. This agreement can only be modified by a written agreement signed by both of us.
6. This agreement may be executed simultaneously in several counterparts each of which shall be deemed an original but which together shall constitute one and the same original agreement.
7. If the parties to this agreement should enter into a lawsuit over the terms of this agreement, the prevailing party shall be entitled to recover its court costs and attorneys fees from the non-prevailing party.

After your review of this agreement, if you have any questions or if any of the terms of the agreement are not acceptable to you, please let us know. If you find these arrangements satisfactory, please sign this copy of the agreement and return it to us. Upon our receipt of this signed copy, it will constitute the entire agreement between us with respect to the matters set forth herein and will supersede all prior discussions, correspondence, agreements, commitments or understandings.

Thank you for your attention to this matter.

Sincerely,



Eric May
Managing Member of Elgie May, LLC

AGREED TO AND ACCEPTED BY

Name: The Hon. Byran Williams
Title: Mayor, City of High Springs

Schedule "A"

- **Any computer workstation that is attached at any time to the City's network, excluding machines that are personally owned by non-city employees and connected to the 'guest' network**
- **Any server that is attached to the City's network**
- **Any networking device that facilitates network connectivity on, within, or between network segments.**
- **Any city-owned portable or mobile device**

Schedule "B"

The following services will be provided to you:

- Regular monitoring and servicing of servers
- Regular monitoring and servicing of workstations
- Patch management and update compliance
- Anti-malware practices
- Desktop & server repair and maintenance of hardware
- Miscellaneous creative services
 - o Includes facilitation of website as needed by staff
- Training and education as requested by you
- Installation and repair of technology assets, including computer systems, security systems, closed circuit camera systems, and other related systems
- Other requests as agreed upon by both you and Emerald

Schedule "C"

Response times

Events, requests, problems, or services, shall be categorized into one of the three categories:

- Critical
 - o An occurrence where the majority of your staff are unable to complete any of their job-related functions due to a failure of technology
 - o An occurrence where a failure of technology creates an impending disaster affecting the long-term future of your organization
- High
 - o An occurrence where the majority of your staff operate at a reduced productivity level due to a failure of technology
 - o An occurrence where a failure of technology inhibits key personnel from completing tasks affecting your entire organization, including but not limited to a finance director's computer being unable to process payroll
- Low
 - o All other requests and problems
 - o This includes all optional requests and non-problem related issues

We shall respond, offer a resolution, and execute the resolution, based on the category of the event, within the following

- Critical

Initial response:	.75 business hours
Resolution plan:	1.5 business hours
Resolution:	2 business hours
- High

Initial response:	2 business hours
Resolution plan:	4 business hours
Resolution:	5 business hours
- Low

Initial response:	3 business hours
Resolution plan:	8 business hours
Resolution:	12 business hours

For purposes of response and resolution times, the following timeframes will be used:

Monday from 8:00AM EST to 6:00PM EST
 Tuesday from 8:00AM EST to 6:00PM EST
 Wednesday from 8:00AM EST to 6:00PM EST
 Thursday from 8:00AM EST to 6:00PM EST
 Friday from 10:00AM EST to 2:00PM EST

For tickets relating to an public safety department outside of normal business hours that would be classified as Critical, the response times as outlined in the High category will be converted to from 'business hours' to 'normal hours'. For example, a critical incident occurring at the HSPD at 11:00pm on Friday should be resolved by 4:00am Saturday morning, at the latest.

Schedule "D"

Charges & hourly rates

Depending on the type of service being performed, the following rates shall be charged in quarter hour increments:

Role description	Hourly
+ Developer Software applications, web programming, custom scripting.	\$125
+ Endpoint Specialist Workstation (Windows, OS X, iOS, Android), and peripheral devices	\$100
+ Help Desk Work performed remotely or help/guidance via telephone, email, or remote desktop.	\$100
+ IT Education Drafting of educational materials, on-site education, or remote education.	\$95
+ IT Policy Consultant Drafting or editing of policy statements for personnel manuals, HR compliance, or other company documents.	\$100
+ Linux Administrator Any work performed on a Linux (any distribution) server, including remote or on premise.	\$150
+ Network Designer Design and planning of a new, or addition/modification to an existing corporate network consisting of >100 devices	\$125
+ Network Engineer Installation, repair, maintenance, and/or any activities directly relating to a networks' interconnectivity through switches, routers, network media, SANs, WANs, VPNs, NAS, or other similar service.	\$150
+ Network Security Auditor Separate from the Network Engineer, this role provides penetration testing, IDS and IPS related activities, or other intrusion hardening activities.	\$75
+ Project Manager Oversight over a multi-phase project that expands or modifies the network, implements new machines, or any other similar activities. Provides coordination between respective parties.	\$115
+ Server Administrator Any installation or maintenance relating to a networked server with a Windows Server based architecture.	\$115
+ Creative Material Work relating to the creation or modification of creative materials such as print and web graphics, audio post production, and/or video production.	\$100
+ Emergency Technician Work conducted on a emergency, out-of-business-hours basis to resolve critical or high priority issues. Client may request approval prior to this labor commencing.	\$225

\$100

Block hour billing

At the beginning of the month we will bill you for a block of 25 hours at a rate of \$ 100 per hour. This block of hours will then be drawn from as work is performed during the month. If block hours go unused, they will not carry over to the next month. This quantity of block hours pre-billed per month may be adjusted during the span of the contract as agreed upon by both parties in writing.

If more hours are used than exist in the block of hours for that given month, the following method will be used for billing:

- An additional block of ____ hours will be billed at a rate of \$ ____ per hour,
- Additional labor will be charged at a rate of ~~\$125~~ per hour, or
- No overage allowed; all work will cease until start of next calendar month.

**RFP #2014-02 - IT SUPPORT SERVICES
JULY 2014**

PREPARED ESPECIALLY FOR
MR. EDWIN BOOTH, CITY MANAGER
CITY OF HIGH SPRINGS

PREPARED BY
ERIC MAY

ELGIE MAY, LLC, DBA EMERALD DATA PARTNERS
ERIC.MAY@EMERALDDATA.US
866-897-8878 X101
OFFICE: HIGH SPRINGS, FL USA

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Thursday, July 17, 2014

Dear Mr. Booth,

We are pleased to participate in the City of High Springs' bid process for selection of an IT support services company. Enclosed within the pages of this proposal you will find both the technical information satisfying the requirements of the bid specifications along with the personalized information yourself and the commission requires to understand exactly what the City's needs are and how Emerald Data Partners can meet those needs.

Established in 2003, our company, then under the name Inception Design, has been providing computer networking solutions for over 11 years to organizations throughout Florida and into South Georgia. We are based in High Springs, Florida and are well respected within the area. In response to a growing client-base, we re-branded the company under it's current name, Emerald Data Partners.

We find organizations such as the City of High Springs regularly—with a regular need for the services of an IT department, but without the budget or workload to hire the full team needed to make the department a reality.

Over the life of a relationship with Emerald Data, the City of High Springs will receive two main services from us: first, the services of a technician, and second, the services of a consultant.

As technician, our team installs, repairs, and maintains the software and hardware the City uses every day. We are on call 24/7 to respond to problems, available to install new equipment, and have the knowledge necessary to incorporate the latest techniques in our work.

As consultant, our team works to advise City staff and the City Commission in IT related affairs, such as purchases, computer-related HR policies, capital planning, and a coordination required with the many other agencies, governments, and companies the City interfaces with.

We hope you find the enclosed information both informative and interesting. We look forward to presenting to the Commission in more detail in the future.

Sincerely,

Mr. Eric May
Managing Member

Elgie May, LLC d.b.a. Emerald Data Partners
eric.may@elgiemay.com - (+1) 352 231 8945 ext 101

Executive Summary

The City of High Springs, like many other smaller municipalities in Florida, faces a breadth of challenges every day. The Commission, Manager, and City staff spend their time meeting, planning, and doing the work of the City day in and day out. As any good builder will say, one must have the proper tools to perform a proper job; the same is true for the men and women of the City. As they perform their duties, radios, shovels, trucks, pencils, printers, screwdrivers, fire hoses, and a whole host of other items are available and working properly, but this doesn't occur by accident. It happens because of careful planning and attention to detail.

Over the last year, the City of High Springs has made the decision to dedicate a budget to the installation and maintenance of IT assets, along with the proper budget to provide staffing to support such assets, and provide the training and consulting to make them run more efficiently. At this time the City has allotted enough funding to staff IT support in a independent contracting capacity, which is why this proposal is being generated.

High Springs is in a position like many of our other clients, a position where the IT needs are bit too advanced for a single, entry-level IT person to handle but without the budget to fund an entire IT department's salaries and the training, computers, tools, and other accessories needed to fulfill the job. Even if the City of High Springs were to allot the budget to create such a department, most likely approaching \$250,000, it would easily be considered waste because there is not enough of a workload to justify the full-time salaries of the new IT employees. At this point, the City has identified the best route forward: contract the services of an IT Services company to fulfill this role.

So what exactly does Emerald have to offer the City? In the following pages you will find all the general sales information included in all of our proposals, but this Summary will provide, in a very concatenated format, exactly why Emerald is the perfect fit for High Springs.

- **WE ARE LOCAL**

Our office is located in the City Limits. We can respond quickly to requests and no travel time nor minimum billing assessments are made.

- **WE HAVE RELATIONSHIPS**

Our team knows, many on a personal level, the specific contacts at other organizations the City relies on to connect its technology. This includes vendors such as Windstream, GRUCom, SpringBrook Software, ez911, Panasonic, and partner agencies such as the Gainesville Police Department, the Florida Department of Law Enforcement. We also have relationships with the technology vendors and peer IT companies to rely upon for guidance when work leaves our scope of comfort level.

- **WE KNOW YOUR SYSTEMS**

Due to changes in City staffing, for the last few months we have provided emergency, as-needed IT support to the entire City's IT assets. During this time Emerald has per-

formed countless hours of non-billable work finding, documenting, labeling, diagramming, and otherwise correcting your systems and networks, many of which had zero documentation or labeling. This resource of knowledge allows us to correct problems faster and provide better advice when upgrades are performed.

- WE KNOW YOUR STAFF

Emerald knows the names, titles, job descriptions, and preferences of City staff when it comes to IT. This allows us to spend less time searching for a decision maker, less time finding out who-does-what, and allows us to have a more open dialogue with staff about their IT needs.

- WE HAVE THE CLEARANCES

Via the HSPD, Emerald has been trained by and cleared by both the state and federal systems needed for clearance to work on any network in your control which is subject to the FBI/FDLE CJIS standards.

So what exactly does all this mean for the City? The bottom line is this: with the experience working with the City, Emerald knows with greater accuracy than any other company exactly the workload the City requires, and thus will provide the most accurate bid than from any other provider. Also, because Emerald has experience with the City's network. There will be no contract start-up cost associated with the inventory and discovery of the current system and staff.

■ ■ ■

At the core of what Emerald is proposing are two services: the block hour concept and the managed services concept. Here is a quick detail of what each entails:

- BLOCK HOURS

This concept is based on Emerald having the requirement to service each client as they require, which requires Emerald to reserve capacity within the company for the client. Essentially at the beginning of each month the client will purchase a prepaid 'block' of hours from Emerald that will be used over that month for service to the City. This makes budgeting more predictable and allows Emerald to flex longer projects over multi-month spans to create more consistent billing for the client.

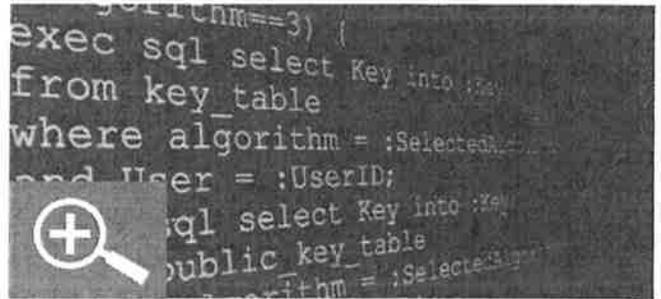
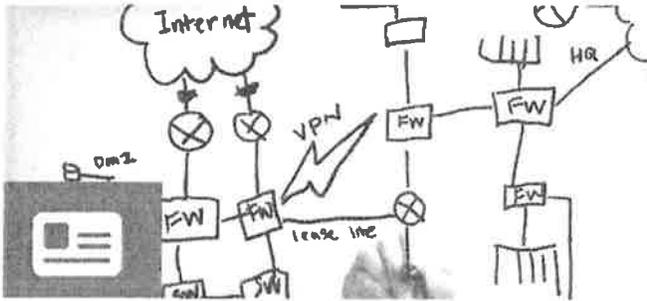
- MANAGED SERVICES

This is a piece of specially developed software that runs on all of the City's computers, laptops, and handhelds which allows Emerald to remotely update, maintain, fix problems, and monitor for developing problems. This cuts down on the long-term cost of ownership associated with the computers as the managed services program corrects a large portion of the smaller issues associated with computers.

Please enjoy the remainder of this proposal; we look forward to presenting to the City in the near future.

About us

“ It is our firm belief the quality of the relationship between technology and the people using it is more important than the quality of hardware itself. Your relationship with Emerald extends far beyond just the equipment itself.”

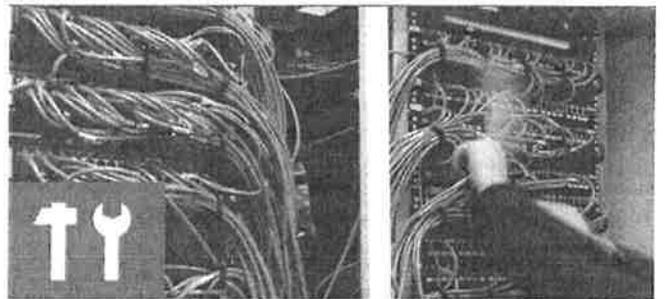
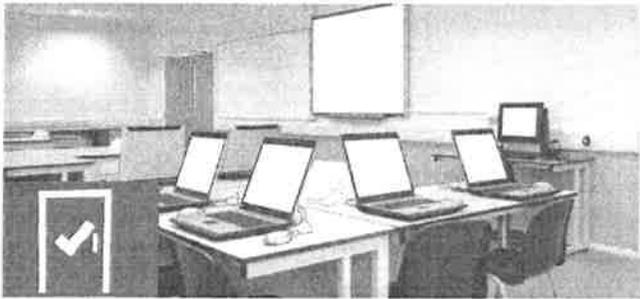


PLANNING

They key to ensuring proper IT performance is to plan everything and then plan some more. Warranties expire, software changes, and everything in computing seems to always be changing. The key to combat unpredictable costs and unexpected downtime is to properly plan every move, thoroughly documenting any action taken.

AUDITING

When a computer or a network is running without problems, it's easy to neglect the attention that system needs to remain operating properly. We actively monitor your systems to detect small issues before they become larger headaches. Our proactive maintenance includes the regular gauging of network performance, hardware efficiency, and active security threats.



EDUCATION

Our services don't end at fixing the nuts and bolts of your hardware. We provide the education and training necessary to make your workforce more productive by using technology more efficiently. We offer written materials, small-group instruction, video-teleconference lessons, or one-on-one training sessions to better equip your workforce.

SERVICE

At the core of any managed service provider is their ability to fix problems as they arise. Our company has the physical equipment as well as all the software tools necessary to handle simple workstation issues, massive network failures, and everything in-between. Our staff are trained and/or accredited by organizations such as Cisco, Microsoft, CompTIA, LPI, and others.

Our difference

“The key for us to building a lasting IT relationships is recognizing our own strengths and understanding our client's needs. When the two match, a lasting relationship is formed.”



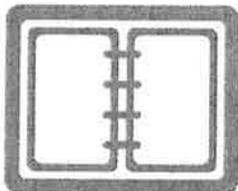
EXPERIENCE | We solve problems faster

When you look for a family doctor, it's easy to recognize whether someone is qualified or not; either they are an M.D. or not. When it comes to IT personnel, it's not so easy—anyone can claim their ability. At Emerald Data, our people hold industry recognized certifications and have received accredited training in computer desktops, server administration, mobile devices, advanced network routing and switching, and more.



RESPONSE TIMES | Clear expectations for service

Every relationship we establish is governed by a clear, written policy called a Service Level Agreement, affectionately known as a SLA. This document spells out down to the hour (or minute) how long until you can expect a response and a resolution. We take these legally-binding agreements very seriously and adhere to a 99% compliance rate. We review performance in terms of SLA compliance on a monthly basis and share these reports with you.



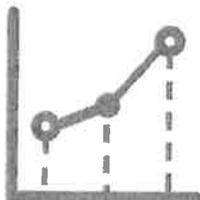
OPEN BOOK CONTRACTING | Buy it from someone else

In fact, we encourage purchases direct from the leading hardware manufacturers and we offer complete guidance through the procurement process. If you absolutely prefer, you can purchase hardware from us, and we do keep an inventory of parts in stock to facilitate emergency repairs.



DETAILED TICKETING | Never a bill without documentation

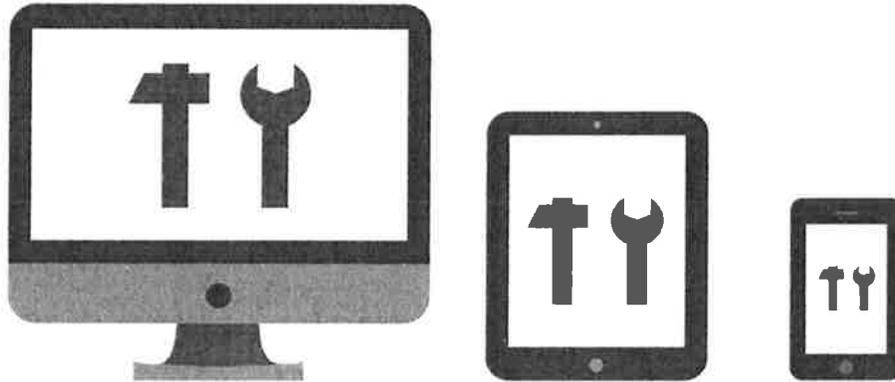
We use a robust, thorough ticketing and support management system that tracks exactly what kind of work we did and records all pertinent information for future use. We track warranties, hardware replacements, outages—everything. This takes the guess work out of what systems are being repaired most often to help facilitate informed IT capital decisions. You have full access to this documentation at any time.



REGULAR REPORTING | Communication is key

All of our systems provide detailed reporting of problems, warranties expiring soon, hardware changes, outages, calls to our help desk, and more. This information is rolled up into a report that is distributed to you on a regular basis, either monthly or quarterly depending on your preference. We want you to value our relationship and we do our part by keeping you totally abreast of all the services we are providing you.

Our core



“Why change from what we have now? What am I really getting for my money? Can't I find cheaper options out there? These are all questions any business asks when it comes to assessing their IT needs. Let our results answer your questions.”

PREVENTATIVE CARE | Cuts costs

Performing maintenance on a car only when it smokes or makes a strange noise is a good way to ensure you'll be buying a new car soon. Computers are no different. Our team performs constant monitoring and maintenance of your devices, including servers and workstations and performs the necessary tasks to lengthen the life of your systems.

MOBILE DEVICES | Manage and utilize

With most organizations seeing their employees owning one, two, or even three "smart" personal devices, companies are dealing with the challenges integrating these devices into the workplace. We see all this extra computing power as an asset to your organization, but only if you use it correctly. Let us show you how.

LEGAL COMPLIANCE | Records

We use our expertise to design policies and systems to ensure your organization maintains legal compliance as it pertains to records retention and privacy protections. We ensure your data stays compliant with standards such as HIPPA, HITECH, Sunshine Laws, CJIS, and more. We strive to cut down on the time and effort needed to retrieve records as well.

CAPITAL PLANNING | Fit any budget

Emerald Data provides the planning necessary to successfully implement a network of IT infrastructure appropriate to any size budget. We help develop plans that are concrete enough to plan a budget around, yet flexible enough to adapt to changes in market technology.

Billing specifics

BLOCK HOURS | recurring services

- A prepaid block of hours is billed at the beginning of the month that are then used over that month for support, training, and installation.

- Client receives discount on usual labor rates because he/she prepays for hours.

- Keeps billing consistent and establishes regular relationship.

- Block number can be adjusted later in contract to reflect changes in service needed.

Number of hours per month: 25

Cost per hour: \$100

Overage rate: \$125

Labor covered: All roles

In budget: YES (\$30,000)

MANAGED SERVICES | computers

- A sophisticated software package that facilitates remote management, updates, anti-virus protection, remote assistance, and monitoring.

- Charged per device per month, so this number flexes as the City acquires or retires technology

- Servers include advanced protection, monitoring, and managed backup.

Number of workstations: Currently 31

Cost per workstation: \$19

Number of servers: Currently 3

Cost per server: \$94

In budget: PARTIALLY (\$7,200/\$10,980)

PARTS & HARDWARE | for repairs

- Physical equipment that is replaced as part of routine maintenance

- Parts are either ordered through Emerald, can be purchased through third party, or purchased by Emerald for client then reimbursed.

- Only used as needed; no repairs equals no money spent

In budget: YES (\$5,000)

MISC WEB SERVICES | web

- Costs associated with website hosting & maintenance

- This is on a reimbursement-type of basis; as the City uses more hosting resources the bill increases

In budget: YES (\$1,200)

Specific services

Based on our experience with your current networking needs, the following skills & services will be provided by Emerald and utilized by the City of High Springs:

- NETWORKING

The city has a moderately complex network of over 75+ devices, including multiple wireless and wired networking devices connecting buildings and agencies.

- WORKSTATION MANAGEMENT

All aspects of end-user management, including group policy implementation, printer/peripheral management, troubleshooting, and installation.

- SERVER MANAGEMENT

All aspects of server management, including SpringBrook & other application support, Active Directory management, fail-over tolerance, and security administration. Also includes database administration.

- DISASTER RECOVERY & PLANNING

This includes the backup of servers & critical workstations, the implementation of environmental controls, and creation of disaster recovery policies.

- CJIS COMPLIANCE

This includes all aspects of IT compliance with FDLE/FBI CJIS Policies, including the recommendations of systems and procedures to the Chief of Police.

- VARIOUS WEB SERVICES

As needed by staff, this includes troubleshooting, training, correcting, and upgrading the city's website, including third-party integrations such as credit cards

Pre-qualification

Based on the specifications provided, we feel confident all requirements for pre-qualification generated by the City have been met, as outlined below:

- **PROOF OF EXPERIENCE**

Our organization was created in 2003 and has been provided IT support services during the last 11 years, exceeding the City's requirement of five years. This is verified by Florida Department of State filing #G03294900100 dated 10/20/2003. This is also validated with dates as far back as 2003 on our letters of reference.

- **PROOF OF INSURANCE**

Emerald have both a General Liability and an Errors and Omissions Liability (Professional Liability) insurance policy with Hiscox Insurance Company, Inc, each with a \$1,000,000/\$2,000,000 limit. This exceeds the City's requirements of \$500,000. Workers Compensation insurance is not required at this time as currently all employees of the organization claim exemption under F.S. 440.05.

- **POSITIVE REFERENCES**

Emerald has obtained and included five letters of positive reference. This exceeds the requirement of three letters as specified by the City.

- **LOCAL OFFICE**

Emerald has a local office located at 23212 NW 201st Lane, High Springs, FL 32643, which is located 1.1 miles from City Hall by automobile. This is within the 60 miles required by the City and is validated by City of High Springs Business License #99967676

- **EQUAL OPPORTUNITIES PROGRAM**

Emerald Data Partners practices fair employment practices in accordance with Federal standards.

Appendix



Certificate of Commercial General Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Elgie May, LLC dba Emerald Data Partners		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1471188-CGL-14		
Type of Coverage:	Occurrence		
Policy Effective Date:	July 09, 2014	Policy Expiration Date:	July 09, 2015

Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

Description of Endorsements/Special Provisions

Not applicable

Authorized Representative

July 14, 2014
Date



Certificate of Professional Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

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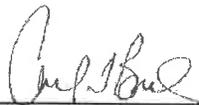
Limits of Insurance

Each Claim:	\$ 1,000,000	Each Claim
Aggregate for all Claims:	\$ 1,000,000	Aggregate for all Claims
Deductible:	\$ 2,500	Each Claim
Retroactive Date:	January 01, 2012	

The policy referred to in this certificate was issued on a claims made and reported basis.

Description of Endorsements/Special Provisions

Not applicable



Authorized Representative

July 14, 2014

Date



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Tuesday, July 15, 2014

To Whom It May Concern,

We have utilized the computer networking services of Emerald Data Partners for upgrades to our network infrastructure supporting our 40+ employee department.

They provided excellent service and were knowledgeable in their field, and we would be happy to recommend them to you.

Sincerely,

Bryan Lutz
IT Director
University Press of Florida

Roberts Land & Timber Investment Corp.

Monday, July 14, 2014

To Whom It May Concern,

Our company first started working with Emerald Data Partners in 2003 when they were first called Inception Design. We have utilized them for web development, network infrastructure, and general I.T. support as needed.

We have been more than happy with their services and would gladly recommend them to your organization.

If you have any questions please contact us.

Sincerely,



Austen Roberts
Roberts Land & Timber Investment Corp.



Friday, July 11, 2014

Dear Sir or Madam:

We originally started working with Inception Design (later Emerald Data Partners) in 2006 and have been very pleased with their work.

They have worked on various computer networking and web applications projects for us where they have been professional and courteous in their service. They have helped to support our real estate offices with various technology needs over the years and are very happy to recommend their services to others.

Yours truly,

A handwritten signature in black ink, appearing to read "Damon D. Watson", with a long horizontal flourish extending to the right.

Damon Watson

Clubhouse Athletics

55 NW 1st Ave

High Springs, FL 32643

Phone: 386 454 1148

Wednesday, July 9, 2014

To Whom It May Concern:

Please accept this letter of recommendation to use the I.T. services of Emerald Data Partners. We have had an excellent experience with their company and have always found them to be responsive, knowledgeable, professional, and friendly.

They go beyond just fixing problems. They have also given advice to help the long-term computer operations as it pertains to our business. We have found them to take the time to recommend things that were best for our business, not just the most expensive option.

If you have any questions about this recommendation or want to discuss our experience any further, please call or stop by the shop.

Sincerely,



Doug Brown
Owner, Clubhouse Athletics

IMPACT

FAMILY CHURCH



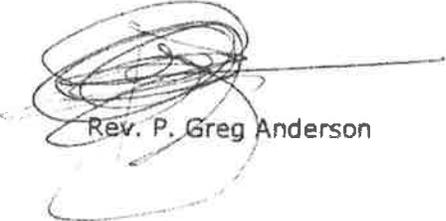
Monday, July 14, 2014

To Whom It May Concern,

Our organization has been familiar with and used the services of Eric May Emerald Data Partners since 2005 in all areas of technology support, including computer networking, web applications, and other troubleshooting. We have a somewhat complex network of computers, audio & video devices, and network surveillance systems that are handled very well by the organization.

We are very pleased with the work and have no reservations about recommending them to you.

All the best,



Rev. P. Greg Anderson

16710 NW US 441
PO BOX 903
HIGH SPRINGS, FL 32655-0903



SENIOR PASTOR - EDWIN E. ANDERSON
CO-PASTOR - ANGELA R. ANDERSON
ASSOCIATE PASTOR - P. GREG ANDERSON

PHONE: 386-454-1563
FAX: 386-454-1590
IMPACTFAMILYCHURCH.COM

NOTICE

This document has been specifically prepared for the party to which it has been transmitted. Unauthorized viewing or dissemination is strictly prohibited.



EMERALD
DATA PARTNERS

phone: 866 897 8878
fax: 352 415 0733
mail: PO BOX 2712
High Springs, FL 32655



Commission Agenda Item Request Form

MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE BY NOON ON THE FRIDAY PRIOR TO THE COMMISSION MEETING

MEETING DATE:

8-7-14

SUBJECT:

DOWNTOWN BUSINESS

AGENDA SECTION:

NEW

DEPARTMENT:

ORDINANCES/LEGAL

PREPARED BY:

BOB BARNAS

RECOMMENDED ACTION:

Summary

DISCUSS DOWNTOWN
ENTRIPRISE ZONE AND
SALE OF ALCOHOL ON
SUNDAY

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____

SECTION FOUR: Severability. If any word, sentence clause, phrase or provision of this Resolution, for any reason is held to be unconstitutional, void, invalid, then the validity of the remainder of the Resolution shall not be affected thereby.

SECTION FOUR: Effective date. This Resolution shall be effective upon adoption.

PASSED in regular session of the High Springs City Commission this 7th day of August, 2014.

CITY OF HIGH SPRINGS, FLORIDA

ATTEST:

Byran Williams, Mayor

Jenny L. Parham, City Clerk

(Municipal Seal)

**APPROVED AS TO FORM AND
LEGALITY:**

S. Scott Walker, City Attorney

High Springs Farmers' Market Agreement

THIS AGREEMENT is made and entered this ____ day of August, 2014, by and between BASTI GONZALES and CAROL ROWAN, jointly and in their individual capacities, whose addresses are 1115 NW 1st Avenue, High Springs, Florida, 32643 and 335 SW Otter Lane, Fort White, Florida 32038, respectively, hereinafter referred to as the "Manager," or "Managers" and the City of High Springs, a municipal subdivision of the State of Florida, which City Hall is located at 110 NW 1st Avenue, High Springs, Florida 32643, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City supports a conveniently located Farmers' Market to serve its citizens and visitors on a regular basis; and

WHEREAS, the City owns certain real property in High Springs, along with other property within the City, that provides a suitable location for a Farmers' Market;

WHEREAS, the City requires Managers with the experience necessary to operate and manage the Farmers' Market and who are willing to provide such operational and management services to the City; and

WHEREAS, the previous manager of the Farmers' Market has relinquished the position, and the City needs new management;

WHEREAS, the Managers has experience in the operations of the Farmers' Market;

WHEREAS, it is in the City's best interest to have both Managers manage the Farmers' Market after a search for management pursuant to a bid;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, to be respectively kept and performed by the parties, the Managers and the City agree as follows:

Section 1: Definitions.

- a. "Advertise" shall mean the act of publicly announcing or calling attention to the Farmers' Market and may include, but not be limited to, the distribution of handbills or mass mailing, the use of outdoor advertising and announcements by billboard, poster, radio, television or newspapers and as is customary to promote other events similar in size and scope.
- b. "Agreement" shall mean this Farmers' Market Agreement and all exhibits and addendums hereto between the City and the Managers.
- c. "City" shall mean the City of High Springs, a Florida municipal corporation, its employees, agents and contractors.
- d. "City Commission" shall mean the City Commission of the City of High Springs, Florida.
- e. "City Manager" shall mean the City Managers of the City of High Springs, Florida, or the City Manager's designee.
- f. "Finance Director" shall mean the City of High Springs Finance Director.
- g. "Farmers' Market" shall mean the weekly, open-air event, known as the "High Springs Farmers' Market," located at 115 NE Railroad Avenue and conducted by the Managers in cooperation with the City pursuant to the terms and conditions set forth in this Agreement. The Farmers' Market shall be planned, promoted, managed and operated by the Managers pursuant to this Agreement.
- h. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

- i. "Manager" or "Managers" shall mean BASTI GONZALES and CAROL ROWAN, individuals, and their employees, agents, and contractors.
- j. "Farmers' Market Location" shall mean the City's real property located at 115 NE Railroad Avenue in High Springs.
- k. "Public Records" is as described in Chapter 119, Florida Statutes, as may be amended.

Section 2: Permit. The City hereby permits the Managers and the Managers agree to produce, plan, promote, manage, and operate the Farmer Market pursuant to the terms and conditions of this Agreement. No prior or present agreements shall be binding upon any of the parties hereto unless expressly incorporated into this Agreement.

Section 3: Term of Agreement. This Agreement is for two (2) years. Accordingly, with the exception of the indemnification and insurance provisions – which shall survive termination of this Agreement - shall terminate August ____, 2014. This Agreement shall automatically renew on a month-to-month basis, until either party gives fourteen (14) days notice of intent to terminate prior to the expiration of the then-current term.

Section 4: Name. The Farmers' Market shall be named the "High Springs Farmers' Market." The logo of the Farmers' Market and the City of High Springs must be present in all notices and advertisements regarding the High Springs Farmers' Market.

Section 5: Location. The City shall provide a location for the Farmers' Market on the City's property in an area to be designated the "High Springs Farmers' Market Area". The City is in the process of constructing a pavilion located at 115 NE Railroad Avenue. It is the intent of the City that the Farmers' Market shall be located at said pavilion upon completion. The City reserves the right to change the location of the Farmers' Market at its sole discretion or in such

other place deemed suitable by the City. Vendor spaces and parking within the High Springs Farmers' Market Area shall be assigned and regulated by the Managers.

Section 6: Days/Hours of Operation. The Managers will operate the Farmers' Market every Thursday from 2:00 p.m. until dusk, weather permitting. In addition, the Managers will operate the Farmers' Market the first Saturday of every month and on Pioneer Day. Set up and tear down activity related to the Farmers' Market shall be permitted for one (1) hour prior to the start and one (1) hour following the conclusion of each Farmers' Market. The City reserves the right to cancel the Farmers' Market for any particular week in the event the City requires the locations for the operation of another special event. The City shall provide written notice of any such cancellation to the Managers in writing at least ten (10) days in advance. Should the Managers desire to operate the Farmers Market for a special event, whether on the date of the regularly scheduled Market or additional days and/or times, said request shall be submitted to the City Manager for approval. The City Manager shall provide written approval or denial of the Managers' request to operate a special event within three (3) business days of receiving the request. Promotion of special events will require the issuance of a special events permit by the City.

Section 7: Independent Contractor; Scope of Engagement of Services. The Managers shall be considered independent contractors in connection with this Agreement. The Managers and any volunteers recruited by the Managers shall in no way be construed or deemed to be employees of the City. The Managers shall operate, coordinate, supervise and manage the Farmers' Market. Except as specifically provided herein, the Managers shall have exclusive control and discretion in the operation and management of the Farmers' Market, including, but not limited to, the following functions:

City of High Springs
Farmers' Market Manager Agreement

- (a) Serve as spokesperson for the Farmers' Market at official functions and act as liaison to the City to keep the City Manager and City Commission informed as to the operation of the Farmers' Market, handle emergencies, complaints, and customer requests and other issues that may arise; and maintain positive, non-discriminatory relations with all market vendors;
- (b) Promulgate and enforce written Rules of Membership and Operation as well as the establishment of safety and sanitation standards, membership requirements, vendor fees, and collection of fees; City needs review and approval authority of any Rules of Membership & Operation, safety and sanitation standards, membership, fees and collection methods.
- (c) Recruit and manage vendors for the Farmers' Market.
- (d) Ensure that vendors comply with all local, state and federal agricultural and food-related inspection requirements, and other pertinent laws and regulations;
- (e) Encourage the offering of a variety of desirable crops, farm products and fresh food stuffs which are superior to, or not readily available from chain food stores; and
- (f) Maintain accurate accounts and comply with all state and federal labor standards, employment tax, sales tax, and income tax requirements pertaining to the operation and management of the Farmers' Market and to furnish a statement of accounts on forms prescribed by City to the City each week immediately following each Farmers' Market and each special event, or more frequently upon request.
- (g) Set up and take down Farmers' Market signs, and other day-of Market items.

- (h) Prepare promotional advertisements, press releases, and web announcements. In addition, set up tents, tables and market productions on market days and report and remit days activities to the Finance Department within 24 hours.
- (i) Recruit and coordinate volunteers for the Farmers' Market.
- (j) Partner with community service organizations to increase activities and outreach of the Farmers' Market.

Section 8: Record Keeping Requirements. The Managers and the City shall comply with the following record keeping requirements:

- (a) The Managers shall remit all vendor fees, revenues and sales taxes collected from the operation of the Farmers' Market to the City's Finance Director by close of business the next business day after the close of each market day. The City's Finance Director shall maintain separate income and expense accounts for the Farmers' Market operations, and shall handle all deposits and disbursements, including any required Florida Department of Revenue sales tax returns.
- (b) The Managers shall submit all invoices by the close of business the next business day for weekly routine operating expenses. Weekly "routine operating expenses" shall mean incidental weekly operating expenses which shall not cumulatively exceed twenty-five percent (25%) of gross weekly market revenues. All weekly operating expenses in excess of said amount shall be incurred only by written recommendation of the Managers and written approval of the City Manager, or shall be paid by the Managers.
- (c) The City's Finance Director shall review and verify all accounts, invoices and reports for accuracy and disburse payment of all operating expenses from collected

Farmers' Market funds to the extent that such funds are available and approved by the City Manager.

Section 9: Public Records. Pursuant to Florida Statute 119.0701 the parties agree to the following:

- (a) During the term of this Agreement, the Managers shall comply with the Florida Public Records Law, to the extent such law is applicable to the Managers. If Section 119.0701, Florida Statutes is applicable, the Managers shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform this service; (2) Provide the public with access to the public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential; (4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the City, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (b) The Managers shall keep and make available to the City for inspection and copying, upon written request by the City, all records in the Managers' possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other

material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Managers' possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

(c) During the term of this Agreement, the Managers may claim that some or all of the Managers' information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Managers in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Managers shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Managers as "Confidential Information."

(d) The City shall promptly notify the Managers in writing of any request received by the City for disclosure of the Manager's Confidential Information and the Manager may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Manager shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Managers shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Managers' sole cost and expense, any such claim, even if any such claim is groundless, false, or

fraudulent. The Managers shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Managers releases the City from all claims and damages related to any disclosure of documents by the City.

- (e) If the Managers refuse to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Managers' Confidential Information, then the Managers waive their claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.
- (f) If the Managers fail to comply with the Public Records Law, the Managers shall be deemed to have breached a material provision of this Agreement.

Section 10: Consideration and Method of Payment. Seventy-five percent (75%) of the Farmers' Market space rental fees shall be remitted to the Managers as consideration for services rendered in accordance with the Agreement. Managers' percentage shall be disbursed to the Managers on a weekly basis, after remittance of the preceding weeks' collections to the City. Routine operating expenses of the Farmers' Market shall come from the remaining twenty-five percent (25%) of net revenues. Net market fees shall mean total market fees less monthly routine operating expense and sales tax, distributed on a bi-weekly basis. Any additional funds generated by the Managers related to operation and management of the Farmers' Market, such as sponsorships or special event fees, shall be split seventy-five percent (75%) for use by the City to

pay Farmers' Market expenses, and twenty-five percent (25%) remitted to the Managers for services associated with such additional activities. The parties hereby acknowledge that the payment arrangement described herein for sponsorships and special events applies only to such sponsorships and special events directly associated with the High Springs Farmers' Market, including but not limited to such events as Crescent Cuisine, Farmers, Family and Food, and other events historically sponsored by the Farmers' Market or to be sponsored by the Farmers' Market in the future. Each individual Manager shall receive a separate check from the City, in equal amounts (50% and 50%) unless otherwise agreed to in writing by the parties.

Section 11. Clean up. Manager shall be responsible for the coordination of clean up and disposal of any debris at the Farmers' Market grounds and its immediate vicinity caused by the Farmers' Market. The City Manager and Managers shall perform a walk-through of the Farmers' Market grounds prior to the commencement of each Farmers' Market in order to inspect its condition and any clean up activity shall return the Farmers' Market grounds to its original or better condition.

Section 12. Event Staffing. The Managers shall hire and schedule all personnel/labor and volunteers deemed necessary to run the operation of the Farmers' Market, including labor for setup, tear-down, clean-up staff and security personnel in addition to the police and fire personnel possibly required by the City.

Section 13: Contractors. The Managers may employ as many contractors or assistants as they deems appropriate and necessary to perform its respective services required hereunder. However, the Managers shall be solely responsible for the payment of their respective contractors or assistants, including responsibility for their acts and omissions, wages, fees, applicable income taxes, applicable worker's compensation insurance, and expenses.

Section 14: Permits. The Managers shall obtain all local, state, and federal permits necessary to hold the Farmers' Market. The City agrees to cooperate with the issuance of all permits, and will use its best and reasonable efforts to support any permit application submitted in furtherance of this Agreement.

Section 15: Duty to Cooperate; Further Assurances. From and after the Effective Date of this Agreement, the parties hereto shall have a duty to cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement. In furtherance thereof, the Managers agree to keep the City Manager fully informed of their respective performance hereunder and their respective responsibilities to manage, promote, and operate the Farmers' Market so that the City can reasonably satisfy its obligations under this Agreement and reasonably address those issues which the City believes should be addressed in the interests of the public health, safety, and welfare related to the Farmers' Market.

Section 16: Dispute Resolution. The Managers report to the City Manager. Disputes regarding any terms or conditions of this Agreement which cannot be resolved within a reasonable time by the Managers shall be decided by the City Manager at such time at least one party declares an impasse in writing to the City Manager. Upon impasse, the City Manager shall promptly decide the impasse issue in writing and shall distribute the written decision to the Managers' representative and the City Commission. All such decisions shall be final unless an appeal is filed with the Office of the City Clerk within five (5) business days of the date of the City Manager's written decision. If timely appealed, the appeal shall be scheduled for consideration by the City Commission at its next available regular meeting. The City Commission shall ultimately make, in writing, a final and binding decision

on the impasse issue. The parties agree to fully abide by the decision of the City Commission or City Manager (if not appealed) as if said written decision was incorporated into this Agreement.

Section 17: Due Diligence. The Managers acknowledge that they have investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the services, the availability of materials and labor, the cost thereof the requirements to obtain necessary insurance, permits, and the steps necessary to complete the services within the time set forth herein, the Managers warrant unto the City that they have the competence and abilities to carefully, professionally, and faithfully complete the services in the manner and within the time limits set forth herein, the Managers will perform the services with due and reasonable diligence consistent with sound professional and labor practices.

Section 18: No Assignment. This Agreement shall not be assigned or transferred without the express written consent of the City Manager, or his designee.

Section 19: Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any third parties.

Section 20: Legal Representation. The parties acknowledge that S. Scott Walker, Esq, Folds & Walker, LLC and the other attorneys therein, have acted as counsel for City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than City.

Section 21: Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

Section 22: Governing, Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, The parties further agree that in any dispute between them relating to this Agreement, exclusive state court jurisdiction shall be in the trial courts located in Alachua County, Florida, and exclusive federal court jurisdiction shall be in Gainesville, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

Section 23: Attorney's Fees. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

Section 24: Non-Waiver. No delay or failure by either parties to exercise any right under this Agreement and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 25: Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument,

Section 26: Interpretation. The parties have participated in the drafting of all parts of this Agreement, and have each had an opportunity to review this Agreement with legal counsel. As a result, it is the intent of the parties that no portion of this Agreement shall, be interpreted more harshly against either of the parties as the drafter.

Section 27: Entire Agreement. Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

Section 28: Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.

Section 29: Insurance and Indemnification. For all services performed hereunder, the Managers shall purchase and maintain, at their own expense, such general liability insurance, personal property, worker's compensation, and unemployment insurance coverage for the Managers, Farmer's Market employees and volunteers to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the services performed under this Agreement. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combined single limit for bodily injury liability; property damage liability, with no deductible. All insurance coverage shall be with insurer(s) approved by the City's Manager and licensed by the State of Florida to engage in the business of writing of insurance. The Managers shall provide City with evidence of insurance in the form of Certificates of Insurance for each coverage naming the City as an additional insured.

For all services performed pursuant to this Agreement, the Managers agree, to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and

attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from their respective: (1) performance of services pursuant to this Agreement; (ii) failure to properly train employees under their control or direction; (iii) failure to remit any local, state, and federal taxes due by them as a result of the Farmers' Market; and (iv) failure to properly plan, promote, manage, and operate the Farmers' Market.

The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the *case* maybe, of any and all claims of liability and suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them, in all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

Section 30: Scope of Agreement, Modification and Notices. This Agreement constitutes the entire Agreement between the City and the Managers. Any modification hereto shall be null and void unless the same is reduced to writing and signed by both parties. All notices required hereunder shall be directed to the parties at the following addresses:

*City of High Springs
Farmers' Market Manager Agreement*

City of High Springs
Edwin L. Booth, City Manager
110 NW 1st Avenue
High Springs, Florida 32643

Basti Gonzalez
Manager
1115 NW 1st Ave.
High Springs, Florida 32643

Carol Rowan
Manager
335 SW Otter Lane
Fort White, Florida 32038

or at such other address as either party may designate in writing delivered to the other party.

Section 31. Standard of Care. In performing its services hereunder, the Managers shall use the degree of care and skill ordinarily exercised, under similar circumstances by reputable members of their profession practicing at the same or similar locality.

Section 32. Manager's Signatory. The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement,

Section 33: Termination. Either party may terminate this Agreement without penalty and without cause, upon providing the other party with a minimum of fourteen (14) days written notice. This termination can be to either individual manager or both at the City's sole discretion. If the City should terminate as to only one individual manager, the contract shall remain complete and in full force and effect with the remaining individual manager, such individual manager to then receive 100% of the compensation as delineated in Section 10 of this Agreement.

*City of High Springs
Farmers' Market Manager Agreement*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this
_____ day of August, 2014.

By: _____
Byran Williams Date
Mayor

By: _____
Basti Gonzalez Date
Manager

By: _____
Carol Rowan Date
Manager

Attest: _____
Edwin L. Booth Date
City Manager

Approved as to Form and Legality:

By: _____
S. Scott Walker Date
City Attorney



Commission Agenda Item Request Form

MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE BY NOON ON THE WEDNESDAY PRIOR TO THE COMMISSION MEETING

MEETING DATE: AUGUST 7, 2014

SUBJECT: CONSIDER ORDINANCE 2014-02, AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH YEAR-ROUND WATER CONSERVATION MEASURES AND TEMPORARY WATER SHORTAGE RESTRICTIONS; PROVIDING FOR RECOGNITION OF RELATED RULES OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT:

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION: ADOPTION OF ORDINANCE 2014-02 ON FIRST READING.

Summary

THE MEMORANDUM OF AGREEMENT FOR COST SHARE ASSISTANCE WITH SUWANNEE RIVER WATER MANAGEMENT DISTRICT FOR THE CDBG WATER MAIN REPLACEMENT GRANT WAS ADOPTED AT THE JULY 10, 2014 CITY COMMISSION MEETING. TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, THE CITY'S CURRENT WATER CONSERVATION ORDINANCE, 2012-10, MUST BE UPDATED TO REFLECT CURRENT STATUTES.

ATTACHMENT: ORDINANCE 2014-2

REVIEWED BY CITY MANAGER: _____

CITY OF HIGH SPRINGS

ORDINANCE 2014-02

AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH YEAR-ROUND WATER CONSERVATION MEASURES AND TEMPORARY WATER SHORTAGE RESTRICTIONS; PROVIDING FOR RECOGNITION OF RELATED RULES OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the jurisdiction of High Springs includes lands located in the Suwannee River Water Management District; and

WHEREAS, year-round water conservation measures are an integral component of long-term efforts to preserve and protect water supplies and water resources; and

WHEREAS, a water shortage or water shortage emergency may be declared from time to time by the Suwannee River Water Management District affecting High Springs; and

WHEREAS, during such water shortage condition the amount of surface and groundwater supplies may become insufficient to meet current or anticipated demands; and

WHEREAS, upon the existence of such conditions it becomes imperative to the public well being that certain uses of water be restricted or curtailed and that available water resources be allocated; and

WHEREAS, the Suwannee River Water Management District has primary responsibility under Chapter 373, Florida statutes, for regulating water use and allocating available water supplies during periods of water shortage; and

WHEREAS, the Suwannee River Water Management District has adopted "Year-Round Water Conservation Measures", codified as Chapter 40B-21, Florida Administrative Code, for the purpose of increasing long-term water use efficiency through regulatory means; and

WHEREAS, the Suwannee River Water Management District has adopted a "Water Shortage Plan", codified as Chapter 40B-21, Florida Administrative Code, for the purpose of allocating and conserving the water resource during periods of water shortage and maintaining a uniform approach towards water use restrictions; and

WHEREAS, the Suwannee River Water Management District has requested the assistance of High Springs in the enforcement of the provisions of both the "Year-Round Water Conservation Measures" and the "Water Shortage Plan"; and

WHEREAS, it is the desire of the City Commission of High Springs to provide the Suwannee River Water Management District with all appropriate assistance in the enforcement of the provisions of both the "Year-Round Water Conservation Measures" and the "Water Shortage Plan" ; and

WHEREAS, Section 373.609, Florida Statutes, provides that it shall be the duty of county/municipal governmental and law enforcement officials to assist a Water Management District in the enforcement of Chapter 373, Florida Statutes, and any rules adopted hereunder, upon request by the Water Management District; and

WHEREAS, the High Springs City Commission hereby finds and declares that adoption of this ordinance is necessary, appropriate, and in the public interest of citizens of this community; now therefore:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS:

SECTION 1. Sections 78-52 through 78-60, Code of Ordinances are hereby created to read:

**ARTICLE II. Division 2. YEAR-ROUND WATER CONSERVATION MEASURES
AND WATER SHORTAGE REGULATIONS**

Section 78-52 INTENT AND PURPOSE

It is the intent and purpose of this Article to protect the water resources of High Springs from inefficient use at all times and overutilization during periods of water shortage by assisting the Suwannee River Water Management District in the implementation of its Year-Round Water Conservation Measures and Water Shortage Plan.

Section 78-53 DEFINITIONS

For the purpose of this Article the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- (a) **"District"** is the Suwannee River Water Management District.
- (b) **"Person"** is any person, firm, partnership, association, corporation, company, or organization of any kind.
- (c) **"Water resource"** means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

- (d) **"Water shortage condition"** is when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.
- (e) **"Water shortage emergency"** means that situation when the powers which can be exercised under subsection 40B-21.621, Florida Administrative Code, are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

Section 78-54 APPLICATION OF ARTICLE

The provisions of this Article shall apply to all persons using the water resource for lawn irrigation, landscape irrigation, and related outdoor water uses such as car washing within the geographical areas determined by the District, whether from public or privately owned Water utility systems, private wells, or private connections with surface water bodies. This Article shall not apply to persons using saltwater.

Section 78-55 AMENDMENTS TO YEAR-ROUND WATER CONSERVATION MEASURES WATER SHORTAGE PLAN

All portions of Chapter 40B-21, Florida Administrative Code dealing with lawn irrigation, landscape irrigation, and related outdoor water use, as each may be amended from time to time, are incorporated herein by reference as a part of the High Springs Code of Ordinances.

Section 78-56 APPLICABILITY OF YEAR-ROUND WATER CONSERVATION MEASURES

High Springs
Year-Round Water Conservation and Shortage Ordinance

In the absence of a declaration of a water shortage or water shortage emergency within all or any part of High Springs by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water conservation measures adopted by the District applicable to High Springs, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Article.

Section 78-57 DECLARATION OF WATER SHORTAGE; WATER SHORTAGE EMERGENCY

Upon declaration of a water shortage or water shortage emergency within all or any part of High Springs by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water shortage restrictions adopted by the District applicable to High Springs, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Article.

Section 78-58 ENFORCEMENT

Every police officer or sheriff having jurisdiction in the area governed by this Article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this Ordinance. In addition, the High Springs City Manager may also delegate enforcement responsibility for this Ordinance to agencies and departments of the High Springs government, in accordance with state and local law.

Section 78-59 PENALTIES

Violation of any provision of this Article shall be subject to the following penalties:

First violation

Verbal warning

*High Springs
Year-Round Water Conservation and Shortage Ordinance*

Second violation	Formal warning
Third violation	\$25.00
Fourth violation	\$50.00
Fifth and subsequent violations	Fine not to exceed \$500 and/or imprisonment in the County jail not to exceed 60 days

Each day in violation of this Article shall constitute a separate offense. When a water shortage declaration is not in effect, and during the initial stages of a Water Shortage or Water Shortage Emergency, enforcement officials may provide violators with no more than one written warning. High Springs, in addition to the criminal sanctions contained herein, may take any other appropriate legal action, including but not limited to emergency injunctive action, to enforce the provisions of this Article.

Section 78-60 WATER USERS TO ACCEPT PROVISIONS OF ARTICLE

No water service shall be furnished to any person by a public or private utility unless such person agrees to accept all the provisions of this Article. The acceptance of water service shall be in itself the acceptance of the provisions thereof.

SECTION 2. Codification of this Ordinance is hereby directed and authorized.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. It is the intention of the High Springs City Commission that the provisions of this Ordinance shall become and be made a part of the High Springs Code of Ordinances; and that the Sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other phrase in order to accomplish such intentions.

SECTION 6. This Ordinance shall take effect immediately upon adoption

DONE THE FIRST READING, by the City Commission of the City of High Springs, Florida, at a regular meeting, this 7th day of August, 2014.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of High Springs, Florida, by the City Clerk of the City of High Springs, Florida on the 28th day of August, 2014.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this 28th day of August, 2014.

BY THE MAYOR OF THE CITY OF HIGH
SPRINGS, FLORIDA

Byran Williams

ATTEST, BY THE CLERK OF THE
CITY COMMISSION OF THE CITY OF
HIGH SPRINGS, FLORIDA:

Jenny Parham

APPROVED AS TO FORM AND
LEGALITY:

S. Scott Walker, City Attorney