

110 NW 1st Avenue  
High Springs, Florida 32643



Telephone: (386) 454-1416  
Facsimile: (386) 454-2126  
Web: [www.highsprings.us](http://www.highsprings.us)

**CITY COMMISSION MEETING  
AGENDA  
City Hall  
110 N.W. 1<sup>st</sup> Avenue**

**JULY 10, 2014**

**6:30 PM**

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**CALL TO ORDER:**

MAYOR BYRAN D. WILLIAMS

**INVOCATION:**

PASTOR JACK ANDREWS, NEWBERRY FIRST  
BAPTIST CHURCH

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

JENNY L. PARHAM, CITY CLERK

**APPROVAL OF AGENDA**

**MATTHEW D. SURRENCY, MAYOR, CITY OF HAWTHORNE, REPRESENTING THE  
ALACHUA LEAGUE OF CITIES.**

**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 AWARDING MANAGEMENT OF HIGH SPRINGS FARMER'S MARKET.**
- 2. CONSIDER RESOLUTION 2014 – F, 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 ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING AN EFFECTIVE DATE**
- 3. CONSIDER RESOLUTION 2014-J, A RESOLUTION APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT; PROVIDING FOR MAINTENANCE AND OPERATIONS OF INTERSECTION CONTROL BEACONS AND PROVIDING FOR PAYMENT TO THE CITY OF HIGH SPRINGS FOR MAINTENANCE AND OPERATIONS OF INTERSECTION CONTROL BEACONS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.**

**AGENDA  
CITY COMMISSION MEETING  
JULY 10, 2014  
PAGE 2 OF 2**

- 4. CONSIDER MEMORANDUM OF AGREEMENT FOR COST SHARE ASSISTANCE WITH SUWANNEE RIVER WATER MANAGEMENT DISTRICT FOR WATER MAIN REPLACEMENT GRANT.**
- 5. CONSIDER A REQUEST FOR A REDUCTION OF A CODE ENFORCEMENT LIEN ON PROPERTY LOCATED IN GONDOLA GARDENS.**

**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. 1<sup>ST</sup> AVENUE, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.



## Commission Agenda Item Request Form

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

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**MEETING DATE: JULY 10, 2014**

**SUBJECT: CONSIDER AWARDING MANAGEMENT OF HIGH SPRINGS FARMER'S MARKET.**

**AGENDA SECTION: NEW BUSINESS**

**DEPARTMENT: FARMER'S MARKET**

**PREPARED BY: JENNY L. PARHAM**

**RECOMMENDED ACTION:**

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### Summary

THE CITY ADVERTISED FOR INTERESTED INDIVIDUALS TO PRESENT THEIR QUALIFICATIONS REGARDING THE FARMER'S MARKET MANAGER POSITION. ONE PROPOSAL WAS RECEIVED FROM PRESENT FARMERS' MARKET MANAGER BASTI GONZALEZ TO CO-MANAGE THE FARMERS' MARKET WITH CAROL ROWAN..

**ATTACHMENT: AD & PROPOSAL**

**REVIEWED BY CITY MANAGER:** \_\_\_\_\_



## **REQUEST FOR QUALIFICATIONS (RFQ)**

The City of High Springs is inviting interested parties to submit a statement of qualifications for the weekly operation of the High Springs Farmer's Market.

Minimum performance requirements and compensation plan may be obtained at the City Manager's Office at City Hall or online at [www.highsprings.us](http://www.highsprings.us).

Qualification packet must be completed and submitted by 3:00 p.m. on Thursday, June 26, 2014, to the Office of City Manager, 110 NW 1<sup>st</sup> Avenue, High Springs, Florida 32643.

**RE: Farmers Market Manager Position**

City Clerk, Jenny Parham

June 23, 2014

RE: Position of City of High Springs Farmers Market Manager

Candidates: Basti Gonzalez and Carol Rowan

Having been volunteers, and vendors for the last 8 years and a huge part of the management of the farmers market for over 4 years, we feel we are the best candidates for the position of Farmers Market Manager.

February 2006:

Carol started at the market as a vendor, and volunteered services for each consecutive manager.

Basti started at the market as a volunteer, then a vendor.

Both have worked under the management of Sharon Yeago, and Main Street Program.

September 2010 through September 2013:

Carol: While under Ms Antela's management, did the hands on managing of the market, and eventually the responsibility of completing the weekly bank report. Worked closely with the vendors and has an excellent relationship with them. This created a mutual respect for each other to make the market the best it can be.

Basti: While under Ms Antela's management, did all hardware set up, signage for the day. Event promotions, attended all CRA and Commission meetings and building of downtown merchant relationships.

October 2013.

Carol: Under Ms Gonzalez's management, did full time book/office work, and coordination of the market. Provided The Observer and The High Springs Directory with updates/changes.

Basti: Manager of the market. Attended CRA/ Commission and other special meetings, pulled permits for signage and development, code enforcement, continued pavillion development.

Duties include:

- \* provide Cyber Studios with website updates and information
- \* every Wednesday, measure, paint and number booth spaces
- \* set up vendors
- \* weekly attendance
- \* collect rent
- \* provide information or answer questions, requested by vendors, future vendors and customers
- \* count money and tokens for weekly bank reports; rent/taxes, daily token redemption, token bank, and total bank
- \* during the week; answer calls from future vendors, present vendors

- \* make calls to vendors to check on their status and well being, if not notified ahead of time of their absence
- \* send memos to vendors by email and hand out in person
- \* invite past vendors to future events
- \* encourage past vendors to return to weekly market
- \* office work at home / typing of; attendance, bank reports, event vendor forms, flyers for events, memos, etc
- \* attend community events as a supporter and sometimes as a whole with the High Springs Farmers Market: Music In The Park, Fantastic Fridays, Women's Club of High Springs Relay for Life
- \* build and promote partnerships with many other community organizations, which not only benefits the High Springs Farmers Market and these organizations but helps to increase business growth throughout the community, Women's Club, Chamber, Community Gardens
- \* enforce safety at the market for both vendors and customers. Ex. Keep vendors hydrated, keep close eye on customers in case they are in need of emergency response, and remove/ban any object or person that may endanger or harass another individual
- \* encourage vendors to educate their customers on the benefits of their products
- \* set up market day signage
- \* advertising
- \* event promotions
- \* build downtown business relationships
- \* quality control
- \* provide a safe, family friendly environment for the public to feels comfortable while also providing nutrition and education

April 2014 to present.

Basti and Carol: Have worked together as one unit. Dividing the duties, working together as a team to continue improving our High Springs Farmers Market.

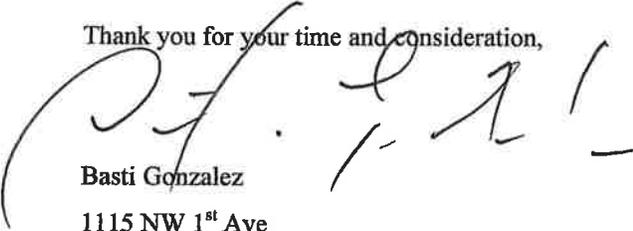
We have played key roles in all the events sponsored by the market, which includes Crescent Cuisine, the Dog Show, the Watermelon Rolling Contest, Farmers/Family -Food-Fun (Pioneer Days), and other smaller events.

We care a great deal about the market and the vendors. We appreciate that they are hard working people making a living. It is important to us that they be successful. Our goal is to work with vendors and citizens to make High Springs a better place.

In view of these facts, we believe our qualifications make us the best candidates for the job. If appointed to

the position, we will continue to work diligently to make the market the best it can be. We believe we have shown our ability to do that to date.

Thank you for your time and consideration,



Basti Gonzalez

1115 NW 1<sup>st</sup> Ave

High Springs, FL 32643

[BastiG@mail.com](mailto:BastiG@mail.com)

305-206-7076

Carol Rowan

Carol Rowan

335 SW Otter Lane,

Fort White, FL 32038

[carol\\_rowan@yahoo.com](mailto:carol_rowan@yahoo.com)

386-454-5470, or 352-275-6346



## Commission Agenda Item Request Form

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

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**MEETING DATE: JULY 10, 2014**

**SUBJECT: CONSIDER RESOLUTION 2014 – F, 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 ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING AN EFFECTIVE DATE**

**AGENDA SECTION: NEW BUSINESS**

**DEPARTMENT: FIRE**

**PREPARED BY: JENNY L. PARHAM**

**RECOMMENDED ACTION: ADOPTION OF RESOLUTION 2014-F.**

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### Summary

IN COMPLIANCE WITH FIRE ASSESSMENT GUIDELINES, THE CITY COMMISSION MUST ESTABLISH THE FIRE SERVICES RATE EACH YEAR. THIS IS THE INITIAL RESOLUTION DIRECTING THE PREPARATION OF THE ASSESSMENT ROLL. A SEPARATE RESOLUTION ESTABLISHING THE FINAL ASSESSMENT FEES WILL BE CONSIDERED AT THE AUGUST 7<sup>TH</sup> CITY COMMISSION MEETING.

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**ATTACHMENTS: RESOLUTION 2014-F**

**REVIEWED BY CITY MANAGER:** \_\_\_\_\_

## RESOLUTION 2014-F

**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 ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING AN EFFECTIVE DATE**

**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 the Fire Services Assessment Ordinance (Ordinance 2008-26), Resolution 2008-K (the "2008 Initial Assessment Resolution"), Resolution 2008-L (the "2008 Final Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION TWO. PURPOSE AND DEFINITIONS.** This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the imposition of Fire Services Assessments for the Fiscal Year beginning October 1, 2014. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the 2008 Initial Assessment Resolution or the 2008 Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

### **SECTION THREE. PROVISION AND FUNDING OF FIRE SERVICES.**

(A) Upon the imposition of a Fire Services Assessment for fire services, facilities and programs against the Assessed Property located within the City, the City shall provide fire services to such Assessed Property. A portion of the cost to provide such fire services, facilities and programs shall be funded from proceeds of the Fire Services Assessments. The remaining cost required to provide fire services, facilities and programs shall be funded by legally available City revenues other than Fire Services Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be 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 this Preliminary Rate Resolution.

**SECTION FOUR. IMPOSITION AND COMPUTATION OF FIRE SERVICES ASSESSMENTS.** Unless otherwise exempted herein, Fire Services Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Services Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

**SECTION FIVE. LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.** The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the 2008 Initial Assessment Resolution and the 2008 Final Assessment Resolution are affirmed and incorporated herein by reference.

**SECTION SIX. COST APPORTIONMENT METHODOLOGY.** The Cost Apportionment embodied in Section 6 of the 2008 Initial Assessment Resolution is affirmed and incorporated herein by reference.

**SECTION SEVEN. PARCEL APPORTIONMENT METHODOLOGY.** The Parcel Apportionment embodied in Section 7 and Appendix E of the 2008 Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

**SECTION EIGHT. DETERMINATION OF FIRE SERVICES ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE SERVICE ASSESSMENTS.**

(A) The Fire Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2014, is the amount determined in the Estimated Fire Services Assessment Rate Schedule, attached hereto as Appendix A. The approval of the Estimated Fire Services Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Services Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities and programs shall be funded from legally available City revenues other than Fire Services Assessment proceeds.

(B) The estimated Fire Services Assessments specified in the Estimated Fire Services Assessment Rate Schedule are hereby established to fund the specified Fire Services Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2014. No portion of such Fire Services Assessed Costs is attributable to impact fee revenue that funds capital improvements necessitated by new growth or development.

(C) The estimated Fire Services Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Mayor in the preparation of the updated Assessment Roll for the Fiscal Year commencing on October 1, 2014, as provided in Section 9 of this Preliminary Rate Resolution.

## **SECTION NINE. ASSESSMENT ROLL.**

(A) The Mayor is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2014, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The Mayor shall apportion the estimated Fire Services Assessed Costs to be recovered through Fire Services Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of this Preliminary Rate Resolution, the Ordinance, the 2008 Initial Assessment Resolution, the 2008 Final Assessment Resolution, documentation related to the estimated amount of the Fire Services Assessed Costs to be recovered through the imposition of Fire Services Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll for the Fiscal Year beginning October 1, 2014, be in printed form if the amount of the Fire Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Services Assessments for fire services, facilities and programs as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Services Assessed Costs among parcels of Assessed Property located within the City.

(D) The estimated Maximum Assessment Rates specified in the Estimated Fire Services Assessment Rate Schedule are hereby established.

**SECTION TEN. AUTHORIZATION OF PUBLIC HEARING.** There is hereby authorized a public hearing to be held at 6:30 p.m. on August 14, 2014, in the Commission Chambers of City Hall, 110 NW 1st Avenue, High Springs, Florida, at which time the City Commission will receive and consider any comments on the Fire Services Assessments from the public and affected property owners and consider imposing Fire Services Assessments for the Fiscal Year beginning October 1, 2014, and collecting such assessments on the same bill as ad valorem taxes.

**SECTION ELEVEN. NOTICE BY PUBLICAION.** The Mayor shall publish a notice of the public hearing authorized by Section 10 of this Preliminary Rate Resolution in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than July 24, 2014~~August 1, 2014~~, in substantially the form attached hereto as Appendix B.

**SECTION TWELVE. NOTICE BY MAIL.** The Mayor shall also provide notice by first class mail to the Owner of each parcel of Assessed Property in the event circumstances described in Section 2.08(F) of the Ordinance so require. Such notice shall be in substantially the form attached hereto as Appendix C. Such notices shall be mailed no later than July 24, 2014.

**SECTION THIRTEEN. APPLICATION OF ASSESSMENT PROCEEDS.** The revenue derived from the City's Fire Services Assessments shall be used for the provision of fire services, facilities and programs, as reflected by the Fire Services Assessed Costs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire services, facilities and programs.

**SECTION FOURTEEN. EFFECTIVE DATE.** This Preliminary Rate Resolution shall become effective immediately upon passage.

PASSED, ADOPTED AND APPROVED on this 10th day of July, 2014.

**CITY OF HIGH SPRINGS, FLORIDA**

By: \_\_\_\_\_  
BYRAN D. WILLIAMS  
MAYOR

Attest:

(MUNICIPAL SEAL)

By: \_\_\_\_\_  
JENNY L. PARHAM  
CITY CLERK

**APPENDIX A  
ESTIMATED FIRE SERVICES ASSESSMENT RATE SCHEDULE**

**SECTION A-1. DETERMINATION OF FIRE SERVICES ASSESSED COSTS.**

The estimated Fire Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2014, is \$228,72466,688.

**SECTION A-2. ESTIMATED FIRE SERVICES ASSESSMENTS.**

(A) The estimated 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 for the purpose of this Preliminary Rate Resolution:

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

The maximum Fire Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the maximum Fire Services Assessed Costs for future Fiscal Years, without additional notice, are hereby established as follows for the purpose of this Initial Assessment Resolution:

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

(B) No Fire Services Assessment shall be imposed upon a parcel of Government Property or upon Buildings located on a parcel of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law.

(C) A program is hereby authorized to provide a program of hardship assistance to City residents who are living below or close to the poverty level and who are at risk of losing title to their homes as a result of the imposition of the Fire Services Assessment. The hardship program shall apply only to owner-occupied Residential Property. Requests for hardship assistance shall be filed in the Office of the City Clerk on or before September 1, 2014, on a form provided by the City.

(D) Any shortfall in the expected Fire Services proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the 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. In the event a court of competent jurisdiction determines any exemption or reduction by the Commission is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Services Assessment upon each affected Tax Parcel in the amount of the Fire Services Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Commission.

**APPENDIX B  
FORM OF NOTICE TO BE PUBLISHED**

To Be Published by July 24, 2014~~August 1, 2014~~

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION  
OF FIRE SERVICES SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of High Springs, Florida, will conduct a public hearing to consider the reimposition of annual fire services special assessments for the provision of fire services, facilities and programs within the municipal boundaries of the City of High Springs.

The hearing will be held at 6:30 pm on August 14, 2014, in the Commission Chambers of City Hall, 110 NW 1st Avenue, High Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at 386-454-1416, option 6, at least (7) days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessments schedule:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Residential	<del>\$93.00</del> 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

The maximum Fire Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the maximum Fire Services Assessed Costs for future Fiscal Years, without additional notice, are hereby established as follows for the purpose of this Initial Assessment Resolution:

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

Copies of the Fire Services Assessment Ordinance (Ordinance 2008-26), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Services Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office, City Hall, located at 110 NW 1st Avenue, High Springs, Florida.

The fire services non-ad valorem assessment will be collected on the annual property ad valorem tax bill that is mailed to you in November by the Alachua County Tax Collector, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments would cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Clerk's office at 386-454-1416, option 6, Monday through Thursday between 7:30 a.m. and 6:00 p.m.

CITY COMMISSION  
CITY OF HIGH SPRINGS, FLORIDA

**APPENDIX C  
FORM OF NOTICE TO BE MAILED**

\*\*\*\*\*NOTICE TO PROPERTY OWNER\*\*\*\*\*

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

Owner Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_

<p>CITY OF HIGH SPRINGS, FLORIDA</p> <p>NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE SERVICES NON-AD VALOREM ASSESSMENTS</p> <p>NOTICE DATE: July 24<del>1</del>, 2014</p>
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Tax Parcel # \_\_\_\_\_  
Legal Description: \_\_\_\_\_

As required by Section 197.3632, Florida Statutes, and City Ordinance 2008-26, notice is given by the City of High Springs that an annual assessment for fire services, facilities and programs using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2014 – September 30, 2015. The purpose of this assessment is to fund fire services benefiting improved property located within the City of High Springs. The total annual fire services assessment revenue to be collected within the City of High Springs is estimated to be \$ ~~228,72466,688~~. ~~The maximum Fire Services Assessed Costs to be assessed in future years without additional notice shall be \$112.00.~~ The annual fire services assessment is based on the classification of each parcel of property and number of billing units contained therein.

The above parcel is classified as \_\_\_\_\_

The total number of billing units on the above parcel is \_\_\_\_\_

The type of billing units on the above parcel is \_\_\_\_\_

The annual fire services assessment for the above parcel for Fiscal Year ~~2014-153-2014~~ is \$ \_\_\_\_\_ ~~99.00~~.

The maximum annual Fire Services Assessment that can be imposed in future fiscal years without additional notice ~~for fiscal year 2013-2014 and for future years~~ for the above parcel is \$ \_\_\_\_\_ ~~112.00~~.

A public hearing will be held at 6:30 pm on August 14, 2014~~22~~, ~~2013~~, in the Commission Chambers of City Hall, 110 NW 1st Avenue, High Springs, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at 386-454-1416, ext. 6, at least (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Services Assessment Ordinance, the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Services Assessments, and the updated Assessment Roll for the upcoming Fiscal Year are available for inspection at the City Clerk's office, located at City Hall, 110 NW 1st Avenue, High Springs, Florida.

The fire services non-ad valorem assessment amount shown on this notice for the above parcel will be collected on your property's annual ad valorem tax bill that will be mailed to you in November by the Alachua County Tax Collector. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your fire services assessment, please contact the City Clerk's office at 386-454-1416, option 6, Monday through Thursday between 7:30 a.m. and 6:00 p.m.

**\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\***



## Commission Agenda Item Request Form

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

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**MEETING DATE: JULY 10, 2014**

**SUBJECT:** CONSIDER RESOLUTION 2014-J, A RESOLUTION APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT; PROVIDING FOR MAINTENANCE AND OPERATIONS OF INTERSECTION CONTROL BEACONS AND PROVIDING FOR PAYMENT TO THE CITY OF HIGH SPRINGS FOR MAINTENANCE AND OPERATIONS OF INTERSECTION CONTROL BEACONS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

**AGENDA SECTION: NEW BUSINESS**

**DEPARTMENT:**

**PREPARED BY: CITY CLERK**

**RECOMMENDED ACTION: ADOPTION OF RESOLUTION 2014-J.**

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### Summary

AS IS DONE ANNUALLY, THE CITY COMMISSION APPROVED THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AT THEIR MAY 8, 2014 MEETING. THE FDOT IS NOW REQUESTING THE CITY ADOPT A RESOLUTION APPROVING THE AGREEMENT.

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**ATTACHMENTS: RESOLUTION 2014-J**

**REVIEWED BY CITY MANAGER:** \_\_\_\_\_

## RESOLUTION 2014- J

**A RESOLUTION APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT; PROVIDING FOR MAINTENANCE AND OPERATIONS OF INTERSECTION CONTROL BEACONS AND PROVIDING FOR PAYMENT TO THE CITY OF HIGH SPRINGS FOR MAINTENANCE AND OPERATIONS OF INTERSECTION CONTROL BEACONS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of High Springs approved the Traffic Signal Maintenance and Compensation Agreement (“Agreement”) on May 8, 2014, with the Florida Department of Transportation (“Department”) for the maintenance and operations of traffic signals which have been installed on the State Highway System in the City of High Springs, Florida.

**WHEREAS**, in the Agreement the City of High Springs has agreed to undertake certain maintenance and operational responsibilities with regards to specified traffic signals on the State Highway System and the Department will provide payment for the same pursuant to the terms set forth in the Agreement.

**WHEREAS**, the Department is willing to provide payment, beginning in the Department’s Fiscal Year 2014/2015, for certain intersection control beacons on the State Highway System, which are located in the City of High Springs, pursuant to the terms set forth in Traffic Signal Maintenance and Compensation Agreement, a copy of which is attached hereto as *Exhibit A*.

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

**SECTION ONE.** By affirmative vote of the City Commission, the Mayor is hereby authorized to execute the Agreement between the City of High Springs and the Department.

**SECTION TWO.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION THREE.** If any section or portion of a section of this Resolution proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION FOUR.** This Resolution shall become effective immediately upon passage and adoption on this 10th day of July, 2014.

**CITY OF HIGH SPRINGS, FLORIDA**

---

Byran D. Williams, Mayor

ATTEST:

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Jenny L. Parham  
City Clerk

(Seal)

Approved May 8th

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-22  
TRAFFIC  
OPERATIONS  
4/14  
Page 1 of 6

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. 41351718813  
F.E.I.D. NO. F596000336011

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CITY OF HIGH SPRINGS Florida, herein called the "Maintaining Agency".

**WITNESSED:**

**WHEREAS**, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

**WHEREAS**, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3<sup>rd</sup> party. If the Maintaining Agency is unable to recover the costs from a 3<sup>rd</sup> party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

<b>Maintaining Agency</b>	<b>Florida DOT</b>
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

### TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed, the day and year first above written.

CITY OF HIGH SPRINGS, Florida  
(Maintaining Agency)

**STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Seal if Applicable)

Attest: \_\_\_\_\_

Reviewed: \_\_\_\_\_

Legal Review: \_\_\_\_\_

\_\_\_\_\_  
Attorney Date

\_\_\_\_\_

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

EXHIBIT A						
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 14/15						
Effective Date: 07/01/2014 To: 06/30/2015						
Maintaining Agency: CITY OF HIGH SPRINGS						
Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compensation (Yes or No)	Device Type	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR25, (US441/41) at CR236		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR45, (US41) MAIN ST. at SR20, (US27)		Yes	TS	\$2,951.00	100.00%	\$2,951.00
<b>Total Lump Sum</b>						<b>\$5,164.25</b>

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$5,164.25.

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT B****TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

**2.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be:  $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be  $\$675 \times (2/3) = \$450$

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be  $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

**Unit Rates per 100% State Intersections**

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed	Traffic Warning Beacon (TWB) (0.05*TS)
					Activated Warning Displays (SAWD) (0.05*TS)	
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

**3.0 PAYMENT PROCESSING**

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.



## Commission Agenda Item Request Form

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

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**MEETING DATE: JULY 10, 2014**

**SUBJECT: CONSIDER MEMORANDUM OF AGREEMENT FOR COST SHARE ASSISTANCE WITH SUWANNEE RIVER WATER MANAGEMENT DISTRICT FOR WATER MAIN REPLACEMENT GRANT.**

**AGENDA SECTION: NEW BUSINESS**

**DEPARTMENT:**

**PREPARED BY: JENNY L. PARHAM**

**RECOMMENDED ACTION:**

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### **Summary**

AS PART OF THE WATER MAIN REPLACEMENT PROJECT, SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) IS REQUESTING A MEMORANDUM OF AGREEMENT FOR COST SHARE ASSISTANCE. CITY MANAGER ED BOOTH WILL EXPLAIN FURTHER AT THE MEETING.

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**ATTACHMENTS: MEMORANDUM OF AGREEMENT FOR COST SHARE ASSISTANCE.**

**REVIEWED BY CITY MANAGER:** \_\_\_\_\_

MEMORANDUM OF AGREEMENT

FOR

COST SHARE ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and City of High Springs, whose address is 110 NW 1<sup>st</sup> Avenue, High Springs, Florida, 32643-1000 (hereinafter the "COOPERATOR"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESSETH:

WHEREAS, COOPERATOR and DISTRICT (collectively the "PARTIES") desire to engage in projects that enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the COOPERATOR has identified to the DISTRICT a certain project that the COOPERATOR wishes to accomplish which will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has evaluated such project and agrees that such project would enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has funds available and wishes to assist in the funding of such project provided that it is given certain assurances; and

WHEREAS, the COOPERATOR desires that financial assistance of the DISTRICT in funding such project, and

WHEREAS, the parties have reached an agreement concerning the above and it is the mutual desire of the PARTIES to commit such agreement to writing and thereby create a legally enforceable contract between the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The COOPERATOR has proposed a certain project (hereinafter the "PROJECT") to enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems.
3. A description and scope of the PROJECT is attached hereto as Exhibit "A".
4. The DISTRICT has evaluated the PROJECT and finds that the PROJECT is a worthwhile project and believes that the PROJECT will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems. The DISTRICT agrees to

assist the COOPERATOR in completing the PROJECT by partially funding the cost of the PROJECT.

5. The DISTRICT's funding of the PROJECT, including total estimated cost of the PROJECT and the total funds to be paid by the DISTRICT is shown on Exhibit "B".
6. The DISTRICT's obligation to fund the PROJECT is contingent on the COOPERATOR accomplishing certain things and meeting certain goals, to the satisfaction of the DISTRICT including preparing plans, obtaining permits, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in exhibits. Further, the DISTRICT's obligation to fund the PROJECT is contingent on the COOPERATOR enacting a water conservation and shortage ordinance in substantially the form shown in Exhibit D, minor changes are expected and authorized. The COOPERATOR shall forward its proposed water shortage ordinance prior to enactment to the District for review to be sure it is acceptable to the DISTRICT. Should the COOPERATOR and DISTRICT staff not be able to agree on the form of an acceptable water shortage ordinance, the COOPERATOR may present its proposed water shortage ordinance to the governing board of the DISTRICT for a final decision.
7. The terms under which the DISTRICT will be obligated to pay its share of the funding of the PROJECT, including, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in Exhibit "C".
8. Upon the DISTRICT's payment of funds as set out herein the COOPERATOR will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

9. The PARTIES agree that the following persons are the designated Project Managers and are to have direct, primary, and continuing responsibility for the work under this AGREEMENT. The COOPERATOR's Project Manager shall have the authority to interpret this AGREEMENT for the COOPERATOR and act to give all approvals for the COOPERATOR.

DISTRICT Project Manager  
Patrick Webster  
9225 CR 49  
Live Oak, Florida 32060  
386.647.3126  
pjw@srwmd.org

COOPERATOR Project Manager  
Ed Booth  
110 NW 1<sup>st</sup> Avenue  
High Springs, FL 32643-1000  
352.454.1416  
jparham@highsprings.us

10. The COOPERATOR shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this AGREEMENT and for three years following completion.
11. The COOPERATOR shall secure and obtain all local, regional, state, federal, and any other permits (including permits from the DISTRICT) required for activities listed herein and shall adhere to all permitting requirements.

12. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
13. The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT will be deemed for the benefit of any other person or entity.

**DRAFT**

IN WITNESS WHEREOF, COOPERATOR and DISTRICT have hereto set their hands and seals on the day and year indicated below.

EXECUTED by the COOPERATOR on \_\_\_\_\_, 2014.

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

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

As its \_\_\_\_\_

EXECUTED by the DISTRICT on \_\_\_\_\_, 2014.

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

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

Ann B. Shortelle, Ph.D.  
As its Executive Director

Approved as to Conformance to DISTRICT  
Budgetary and Administrative Procedures:

\_\_\_\_\_  
Tim Sagul, P.E., CFM  
Director, Resource Management

\_\_\_\_\_  
Patrick Webster, P.E., CFM  
Senior Professional Engineer

EXHIBIT A  
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: High Springs Water Main Replacements I

Project Description:

The intent of this PROJECT is to replace old cast iron , PVC, and galvanized water mains in various areas of the City that are subject to high leakage and frequent breaks.

All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement as provided herein.

Scope of Work: Specifically the COOPERATOR shall:

1. Provide engineering, surveying,
2. Provide mobilization,
3. Conduct all construction activities,
4. Conduct all construction oversight and provide required as-built certification.
5. Maintain and operate the system improvements.

COOPERATOR will measure, as reasonably as possible, the benefits in water savings (gallons per day) for the next two years once project is completed. This information shall be provided to the DISTRICT on the anniversary date of the date of completion.

EXHIBIT B  
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name: High Springs Water Main Replacements

Item	QTY.	Unit	Cost/item	Total
<b>Engineering Services</b>				
Basic Engineering Services	1	LS	\$47,800.00	\$10,000.00
Resident Observation	1	LS	\$32,300.00	\$32,300.00
<b>SUBTOTAL (Engineering Services)</b>				<b>\$42,300.00</b>
<b>Construction Services</b>				
Mobilization and General Conditions	1	LS	\$38,900.00	\$38,900.00
6 Inch PVC Water Main Replacement	11,400	LF	\$25.00	\$285,000.00
4 Inch PVC Water Main Replacement	1,200	LF	\$20.00	\$24,000.00
Valves and Fittings	1	LS	\$40,000.00	\$40,000.00
Fire Hydrant Assembly	32	EA	\$4,000.00	\$128,000.00
Water Main Connections	34	EA	\$3,200.00	\$108,800.00
Reconnect Water Services	104	EA	\$250.00	\$26,000.00
Restoration	12,600	LF	\$10.00	\$126,000.00
<b>SUBTOTAL (Construction Services)</b>				<b>\$776,700.00</b>
<b>Grant Administration</b>	1	LS	\$56,000.00	<b>\$56,000.00</b>
<b>TOTAL COSTS</b>				<b>\$875,000.00</b>

The District reimbursable amount is not to exceed \$50,000.

The Cooperator shall provide \$825,000 and all other necessary costs which could exceed the total estimated project costs above to complete the project.

EXHIBIT C  
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: High Springs Water Main Replacements

**COST SHARE REIMBURSEMENT:** Upon completion of the installation of equipment and materials as set out in Exhibit "A", the DISTRICT shall reimburse the COOPERATOR the maximum cost share reimbursement set out in Exhibit "B". Provided, that for the COOPERATOR to be entitled to such reimbursement, the COOPERATOR shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the improvements within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a monthly basis or as agreed to by both parties, until project is complete or until DISTRICT's portion of funding has been allocated. The COOPERATOR's share of the funding must be expended first prior to requesting reimbursement from the DISTRICT. Such invoice shall contain copies of all invoices and cancelled checks to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the COOPERATOR hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of High Springs, No. \_\_\_\_\_, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

3. Complete all installations and/or retrofits to be completed by no later than 12 months from the execution of this agreement.
4. Upon completion of construction, provide to the DISTRICT a letter certifying that the project improvements as described in Exhibit "A" have been installed in compliance with vendor specifications and according to plans and per any required permits or approvals.

At all times during this contract term, the DISTRICT, through its staff and agents shall have the right to, from time to time, enter the applicable real property and inspect the improvements in a reasonable manner and at reasonable times with prior notification to document compliance with this contract.

Upon receipt of an invoice from the COOPERATOR, DISTRICT staff shall have the right to visit the site to verify the purchase of materials and installation as described in Exhibits "A" and "B".

Reimbursement payments shall be processed and payable no later than 45 days after the receipt of the COOPERATOR's invoice and information as specified in the agreement.

EXHIBIT D

MODEL ORDINANCE

**YEAR-ROUND WATER CONSERVATION MEASURES**

**AND WATER SHORTAGE ORDINANCE**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF \_\_\_\_\_ [county or city name], 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 [add "ON A COUNTYWIDE BASIS" if applicable]; PRO-  
VIDING 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 \_\_\_\_\_ [county or city name] includes lands located in  
[insert "both" if located in more than one WMD] the Suwannee River Water Management  
District [insert "and the \_\_\_\_\_ Water Management District" if applicable]; 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 [insert “either” if located in more than one WMD] the Suwannee River Water Management District [insert, if applicable “the \_\_\_\_\_ Water Management District”] affecting \_\_\_\_\_ [county or city name]; 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 [insert, if applicable “and \_\_\_\_\_ Water Management District have” and delete “has”] has primary responsibility under Chapter 373, Florida statutes, for regulating water use and allocating available water supplies during periods of water shortage; and

[insert, if applicable “**WHEREAS**, the Suwannee River Water Management District and \_\_\_\_\_ Water Management District are allowed, under Chapter 373, Florida statutes, to enter into interagency agreements to promote consistent regulation of projects spanning their boundaries; and”]

[insert, if applicable “**WHEREAS**, the Suwannee River Water Management District and \_\_\_\_\_ Water Management District have mutually determined that it would be advantageous, under most hydrologic conditions, for the population of \_\_\_\_\_ [county or city name] to

be subject to one consistent set of year-round water conservation measures and, when necessary, one consistent set of temporary water shortage restrictions on a countwide basis; and”]

[insert, if applicable “**WHEREAS**, the majority of the public water supplies and domestic wells that serve this population are currently located within the Suwannee River Water Management, indicating that the most logical set of related Rules to follow would be those of the Suwannee River Water Management District; 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 \_\_\_\_\_ **[county or city name]** 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 \_\_\_\_\_ **[BOCC, city council or other decision making body]** of \_\_\_\_\_ **[county or city name]** 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 thereunder, upon request by the Water Management District; and

**WHEREAS**, the **[BOCC, city council or other decision making body]** of \_\_\_\_\_ **[county or city name]** hereby finds and declares that adoption of this ordinance is necessary, appropriate, and in the public interest of citizens of this community; now therefore:

**BE IT ORDAINED BY THE [BOCC, city council or other decision making body]** of \_\_\_\_\_ **[county or city name]** FLORIDA:

**SECTION 1.** Sections \_\_\_\_\_ through \_\_\_\_\_, Code of Ordinances are hereby created to read:

**ARTICLE \_\_\_\_ YEAR-ROUND WATER CONSERVATION MEASURES AND WATER SHORTAGE REGULATIONS**

**Section \_\_\_\_ INTENT AND PURPOSE**

It is the intent and purpose of this Article to protect the water resources of \_\_\_\_\_ **[county or city name]** 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 \_\_\_\_ 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 \_\_\_\_ 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 \_\_\_\_\_ AMENDMENTS TO YEAR-ROUND WATER CONSERVATION MEASURES WATER SHORTAGE PLAN**

All portions of Chapter 40B-21B, 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 \_\_\_\_\_ [county or city name] Code of Ordinances.

**Section \_\_\_\_\_ APPLICABILITY OF YEAR-ROUND WATER CONSERVATION MEASURES**

In the absence of a declaration of a water shortage or water shortage emergency within all or any part of \_\_\_\_\_ [city or county name] 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 \_\_\_\_\_ [county or city name], 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 \_\_\_\_\_ DECLARATION OF WATER SHORTAGE; WATER SHORTAGE EMERGENCY**

Upon declaration of a water shortage or water shortage emergency within all or any part of \_\_\_\_\_ [county or city name] 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 \_\_\_\_\_ [county or city name], 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 \_\_\_\_ 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 \_\_\_\_\_ [county or city name] \_\_\_\_\_ [ranking staff member, such as County Administrator or City Manager] may also delegate enforcement responsibility for this Ordinance to agencies and departments of \_\_\_\_\_ [county or city name] government, in accordance with state and local law.

**Section \_\_\_\_ PENALTIES**

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

First violation	Verbal warning
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. \_\_\_\_\_ [county or city name], 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 \_\_\_\_ 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 be and the same 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 \_\_\_\_\_ [BOCC, city council or other decision making body] of \_\_\_\_\_ [county or city name] that the provisions of this Ordinance shall become and be made a part of the \_\_\_\_\_ [county or city name] Code of Ordinances; and that

the Sections of this ordinance may be renumbered or relettered 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

**PASSED AND DULY ADOPTED** by the \_\_\_\_\_ [**BOCC, city council or other decision making body**] of \_\_\_\_\_ [**county or city name**], Florida this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

----- LOCAL EXECUTION PROVISIONS -----

**DRAFT**



## Commission Agenda Item Request Form

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

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**MEETING DATE: JULY 10, 2014**

**SUBJECT: CONSIDER A REQUEST FOR A REDUCTION OF A CODE ENFORCEMENT LIEN ON PROPERTY LOCATED IN GONDOLA GARDENS.**

**AGENDA SECTION: NEW BUSINESS**

**DEPARTMENT:**

**PREPARED BY: CITY CLERK**

**RECOMMENDED ACTION: REDUCED THE FINE TO \$750.00 TO COVER EXPENSES TO THE CITY.**

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### Summary

THE CITY HAS RECEIVED A REQUEST FOR A REDUCTION OF A CODE ENFORCEMENT LIEN PLACED ON PROPERTY LOCATED IN GONDOLA GARDENS. THE LIEN WAS FROZEN AT \$62,000. THE VIOLATION WAS A HAZARDOUS STRUCTURE (MOBILE HOME). CODE ENFORCEMENT OFFICER GEORGE HUNTER HAS INSPECTED THE PROPERTY AND THE MOBILE HOME HAS BEEN REMOVED COMPLETELY.

---

**ATTACHMENTS: LETTER OF REQUEST**

**REVIEWED BY CITY MANAGER:** \_\_\_\_\_

**REQUEST FOR RELEASE OF LIEN**

June 23, 2014

Please find herein, a Request For Release of Lien.

**PARTICULARS:**

**Date of Lien:** May 16, 2005

**Lienholder:** City of High Springs, Florida

**Property Holders:** Tracy and Valarie Ham, 164 Cotton Creek Drive, McDonough, Ga. 30252

The said Lien was recorded in the official records of :

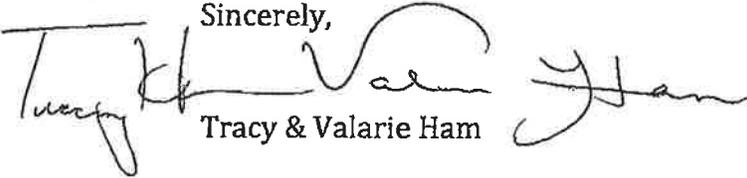
Instrument # 2216330 2 PGS  
2006 Feb 23, 01:45 PM BK 3319 PG 1182  
J. K. "Buddy" Irby  
Clerk of Circuit Court  
Alachua County, Florida  
Clerk 4 Receipt #272838

The property in which the Request For Release of Lien is as follows:

GONDOLA GARDENS PB C-22 LOTS 17 18 19 20 21 & 22 BLK I OR 1974/0011  
TAX PARCEL NUMBER 00314-001-002

We are asking that you release the said lien, Without Penalty.

Sincerely,

  
Tracy & Valarie Ham

110 NW 1<sup>st</sup> Avenue  
High Springs, Florida 32643



2216330

Telephone: (386) 454-1416  
Facsimile: (386) 454-2126

**CODE ENFORCEMENT BOARD**

**City of High Springs, Florida**  
**Petitioner,**

**Case # 04.0798.35**

**Vs.**

**Tracy & Valarie Ham**  
**Respondent**

**ORDER FREEZING ADMINISTRATIVE FINE/LIEN AND  
AUTHORIZING THE SAME TO BE RECORDED**

**THIS CAUSE** came before the Code Board of High Springs, Florida on the 16th Day of May 2005 after due notice to the Respondents. The Respondents were ordered to bring the property, described as follows, into compliance:

**GONDOLA GARDENS PB C-22 LOTS 17-18 19 20,21 &22 BLK I OR 1974/0011  
TAX PARCEL NUMBER 00314-001-002**

1. The conditions found by the inspection to violate Section 38-34, hazardous structure, were recorded as follows:
  - A. There is a hole in the roof approximately 100-sq feet in size.
  - B. One corner of the mobile home has a hole in it and is open to the weather.

The property was not brought into compliance and a \$250.00 per day fine, beginning June 16, 2005 was imposed. The fine has accrued to a total of \$62,000.00 as of February 20, 2006

On February 20, 2006 this case was brought up for rehearing on the request of the Code Enforcement Officer to freeze the fine and record a lien.

Upon consideration, the Code Enforcement Board **ORDERS:**

- A. The fine be frozen at **\$62,000.00** and
- B. A true and correct copy of this order shall be recorded in the Public Records of Alachua County, Florida and shall constitute a lien against the above described property and upon any other real or personal property owned by the Respondents pursuant to Sections 162.08 and 162.09,

**RECORDED IN OFFICIAL RECORDS**  
**INSTRUMENT # 2216330-2 PGS**  
2006 FEB 23 01:45 PM BK 3319 PG 1182  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK4 Receipt#272838

ACCOUNT NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS BELOW	MILLAGE CODE
00314-001-002			5700

R

HAM TRACY & VALARIE  
164 COTTON CREEK DR  
MCDONOUGH GA 30252-9012

5 - 12445

22562 NW 175TH PL  
GONDOLA GARDENS PB C-22 LOTS 17  
18 19 20 21 & 22 BLK I OR 1974/  
0011



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION (S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.5956	32,300		32,300	277.64
CNTY DEBT LL	.2500	32,300		32,300	8.08
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	32,300		32,300	44.05
LIBRARY BONDS	.1152	32,300		32,300	3.72
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4540	32,300		32,300	176.16
SCHL DISCRNRY & CN	.7480	32,300		32,300	24.16
SCHL BOND 5	.3900	32,300		32,300	12.60
SCHOOL VOTED	1.0000	32,300		32,300	32.30
SCHL CAP27 PROJECT	1.5000	32,300		32,300	48.45
SUWANNEE RIVER WATER MGT DIST	.4143	32,300		32,300	13.38
CITY OF HIGH SPRINGS	6.1500	32,300		32,300	198.65
<b>TOTAL MILLAGE</b>	<b>25.9809</b>		<b>AD VALOREM TAXES</b>		<b>\$839.19</b>

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	AMOUNT	
R710 SOLID WASTE MANAGEMENT	1 unit @ 17.780	17.78	
T570 HIGH SPRINGS FIRE ASSESSMENT	1 unit @ 73.000	73.00	
<b>NON-AD VALOREM ASSESSMENTS</b>			<b>\$90.78</b>

Cash or Certified Funds Required After March 31<sup>st</sup>.

<b>COMBINED TAXES AND ASSESSMENTS</b>	<b>\$929.97</b>	<b>PAY ONLY ONE AMOUNT.</b>	See reverse side for important information.
---------------------------------------	-----------------	-----------------------------	---

<b>If Paid By</b>	<b>Mar 31, 2012</b>	<b>Apr 30, 2012</b>	<b>PARCEL IS</b>	<b>May 31, 2012</b>	<b>CERTIFICATE</b>
Please Pay	929.97	957.87	ADVERTISED	958.49	SALE JUNE 1 <sup>ST</sup>

VON FRASER, CFC  
ALACHUA COUNTY TAX COLLECTOR

REMINDER REAL ESTATE

2011

17336.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS ABOVE	MILLAGE CODE
00314-001-002			5700

R

HAM TRACY & VALARIE  
164 COTTON CREEK DR  
MCDONOUGH GA 30252-9012

*Paid This amount*

Cash or Certified Funds Required After March 31<sup>st</sup>.

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO VON FRASER, TAX COLLECTOR • PO BOX 142530 • GAINESVILLE, FL 32614-2530

<b>If Paid By</b>	<b>Mar 31, 2012</b>	<b>Apr 30, 2012</b>	<b>PARCEL IS</b>	<b>May 31, 2012</b>	<b>CERTIFICATE</b>
Please Pay	929.97	957.87	ADVERTISED	958.49	SALE JUNE 1 <sup>ST</sup>

0000000000 0000092997 0000000173360000 0001 5

Please Retain this Portion for your Records.

RETURN WITH PAYMENT

Parcel: 00314-001-002

Search Date: 6/20/2014 at 3:27:59 PM - Data updated: 06/20/14

<b>Taxpayer:</b> HAM TRACY VALARIE	<b>Legal:</b> GONDOLA GARDENS PB C-22 LOTS 17 18 19 2021 & 22 BLK I OR 1974/0011
<b>Mailing:</b> 164 COTTON CREEK DR MCDONOUGH, GA 30252-9012	
<b>Location:</b> 22562 NW 175TH PL HIGH SPRINGS	
<b>Sec-Twn-Rng:</b> 2-8-17	
<b>Use:</b> Misc. Residence	
<b>Tax Jurisdiction:</b> High Springs	
<b>Area:</b> Gondola Gardens	
<b>Subdivision:</b> Gondola Gardens (H.S.)	

### Assessment History

\*\* Exempt Amount and Taxable Value History reflect County Amounts. School Board and City Amounts may differ. \*\*

Year	Use	Land	MktLand	Building	Misc	Market	SOH Deferred	Assessed	Exempt**	Taxable**	Taxes
2013	Misc. Residence	31500	31500	0	800	32300	0	32300	0	32300	842.2
2012	Misc. Residence	31500	31500	0	800	32300	0	32300	0	32300	839.2
2011	Misc. Residence	31500	31500	0	800	32300	0	32300	0	32300	856.97
2010	Misc. Residence	49500	49500	0	800	50300	0	50300	0	50300	1314.73
2009	Misc. Residence	49500	49500	0	800	50300	0	50300	0	50300	1317.25
2008	Misc. Residence	49500	49500	0	800	50300	0	50300	0	50300	1236.42
2007	Misc. Residence	49500	49500	0	800	50300	0	50300	0	50300	1246.65
2006	Mobile Home	31500	31500	35300	800	67600	0	67600	0	67600	1777.74
2005	Mobile Home	18000	18000	27500	800	46300	0	46200	0	46300	1248.54
2004	Mobile Home	6000	6000	28900	600	35500	0	35500	0	35500	969.01
2003	Mobile Home	4800	4800	26800	600	32200	0	32200	0	32200	900.15
2002	Mobile Home	4800	4800	24300	600	29700	0	29700	0	29700	839.09
2001	Mobile Home	4800	4800	24000	600	29400	0	29400	0	29400	829.37
2000	Mobile Home	4800	4800	23800	700	29300	0	29300	0	29300	837.29
1999	Mobile Home	4800	4800	23700	700	29200	0	29200	0	29200	840.16
1998	Mobile Home	4800	4800	23500	700	29000	0	29000	0	29000	858.82
1997	Mobile Home	4800	4800	26600	700	32100	0	32100	0	32100	955.24
1996	Mobile Home	4800	4800	26300	700	31800	0	31800	0	31800	945.88
1995	Mobile Home	4800	4800	25900	700	31400	0	31400	0	31400	933.96

#### Land

Use	Zoning	Acres
SFR	Residential	0.69
<b>2013 Certified Land Value: 31500</b>		

#### Miscellaneous

Description	Units
Septic Tank	1
<b>2013 Certified Miscellaneous Value: 800</b>	

#### Sale

Date	Price	Vacant	Qualified	OR Book	OR Page	Instrument
07/22/1994	39500	No	Yes	1974	0011	Warranty Deed
11/15/1991	4000	No	No	1909	0299	Warranty Deed
02/01/1986	4500	Yes	Yes	1623	0034	Contract